

# The Early Career Academy

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## Charter School Application

March 15, 2013

The Early Career Academy is a charter high that operates out of an ITT Technical Institute campus and provides high school students with both a secondary and post-secondary education.

# CHARTER SCHOOL APPLICATION:

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## PROPOSAL OVERVIEW AND ENROLLMENT PROJECTIONS

**Legal name of group applying for charter(s):** Early Career Academy, Inc.

**Names, roles, and current employment for all persons on applicant team:**

Gary Carlson, Board Member, President gCarlson  
David Daniels, Board Member, President Pearson Education, Integrated Solutions  
David Mann, Board Member, Managing Partner and co-Founder of Spring Mill Venture Partners

Howard Bloch, Board Member, Strategic Advisor  
David E. Catalano, ESI Service Corp., Charter Development  
Ernie Barbour-Mudis, ESI Service Corp., Charter Development

**Designated applicant representative:** David E. Catalano

**Address:** 13000 N. Meridian Street  
Carmel, IN 46032

**Office and cell phone numbers:** 317 706-9478; cell 317 428-8105

**Email address:** dcatalano@ittesi.com

**Provide the requested information for each school included in this proposal.**  
 (You may add lines to the table if needed.)

<b>Proposed School Name</b>	<b>Opening Year</b>	<b>School Model</b>	<b>Geographic Community</b>	<b>School District(s) in Proposed Location</b>	<b>Grade Levels at Full Enrollment</b>
The Early Career Academy	2013	Career focused, post-secondary degree granting	9511 Angola Court, Indianapolis, IN 46268	MSD Pike Township District	11, 12

**Proposed Grade Levels and Student Enrollment**

<b>Proposed School Name:</b>	The Early Career Academy	
<b>Academic Year</b>	<b>Grade Levels</b>	<b>Student Enrollment (Planned/Maximum)</b>
Year 1 (specify starting year)	11,12	80/150
Year 2	11,12	149/250
Year 3	11,12	191/250
Year 4	11,12	230/250
Year 5	11,12	249/250
At Capacity	11,12	249/250

**Do any of the proposed schools expect to contract or partner with an Education Service Provider (ESP) or other organization for school management/operation?\*** Yes  No

If yes, identify the ESP or other partner organization: ESI Service Corp. which is owned by ITT Educational Services Inc (ESI).

**Will an application for the same charter school(s) 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 (including withdrawn submissions) for request to authorize this(ese) charter school(s) over the past five years, as required under IC § 20-24-3-4. Include the following information:

Not applicable

## PROPOSAL NARRATIVE

### EXECUTIVE SUMMARY

The Executive Summary should provide a concise overview of the targeted community and your community engagement to date; the school design being proposed for replication; the replication or network growth plan; and the applicant's performance record and organizational capacity to execute the plan successfully. In five (5) pages or less, provide an Executive Summary that includes the following elements:

**Mission and Vision for Growth in Indiana.** State the mission and vision of the proposed schools and network as a whole. Provide an overview of the organization's strategic vision and five-year growth plan for developing schools in Indiana, including: years of opening; number and types of schools (grade levels); and projected number of students. Identify and briefly describe the targeted community.

**Mission:** The Early Career Academy (ECA) is committed to offering challenging quality education to students of diverse backgrounds, interests and abilities. The Academy offers educational programs that integrate life-long learning with knowledge and skills to help students (1) pursue their personal interests and objectives; (2) develop intellectual, analytical and critical thinking abilities; and (3) provide service to their communities while earning both secondary and post-secondary credit. ECA employs pedagogies delivered through traditional, accelerated, and distance methodologies in a learner-centered environment of mutual respect.

**Vision:** The Early Career Academy is a career-focused high school program for grades 11 and 12 in which students can earn a Core 40 high school diploma while also earn an Associate's Degree from ITT Technical Institute (ITT Tech) in Network Systems Administration, Software Development or other degree programs that may be offered. ITT Tech is one of the nation's largest providers of associate's degrees in career oriented fields. Students wishing to follow the Core 40 with Technical Honors track will have opportunity to do so. The Early Career Academy students will have access to the substantial facilities and services available to ITT Tech's postsecondary students at the campus where the charter school is located. These facilities and services rival those of high schools in wealthy communities and are typically superior to a community college.

The programs of study are designed to educate students with specific practical skills that are in use today in a wide variety of employer organizations. The programs of study blend traditional academic content with applied learning concepts, with a significant portion devoted to practical study in a lab environment. Student Professional Experiences and project-based learning are used to prepare students to apply skills in a variety of career-focused positions related to their field of study. Additional career programs and/or grade levels can be added based on enrollment and interest.

The Early Career Academy offers:

- Small, personalized school environment promoting the inclusion and belonging of all students
- Culture of student success where everyone is focused on helping students achieve set outcomes
- Rigorous college level coursework in applied fields of study where students learn how to solve real-world problems
- Program Advisory Committees, comprised of local employers and industry experts, which

- periodically review and update curricula, equipment and laboratory design
- Teachers, including ITT Technical Institute faculty, most with industry experience
- Free college tuition for students prior to high school graduation
- Daily structured schedule which includes additional study and resource time for all students including collaboration with staff and peers in laboratory settings
- Student Professional Experiences where students work on real projects for organizations in the community related to their program of study.

The Early Career Academy defines student success as students graduating with a high school diploma and an associate's degree and obtaining employment in their field of study or enrolling in a bachelor's degree program.

**Educational Need. Describe the educational needs and challenges of each community targeted and your rationale for choosing the community.**

Each of the 147 ITT Tech campus' student population represents the communities in which they reside, and we believe this will be observed with The Early Career Academy. Based on the 2012, data the average age of the ITT Tech student is 28 years old and one in five has an average of 26.9 hours of transfer credit; and 68 percent take advantage of Pell grant. This tells us they that many of these students have tried other postsecondary institutions and for some reason it did not work for them. It also tells us that they do not have substantial means. Many are the first in their extended family to graduate from college. Many of these students have lost a decade of productive work in a career and consequently have not entered the middle class. They are part of the educational have-nots and are at ITT Tech to reverse course. We believe that we will attract these same types of students a decade earlier allowing them to forego the lost decade. The Early Career Academy will eliminate the lost decade, providing entrance into the middle class, the American Dream and a career of which they can be proud.

The students of each ITT Tech exemplify the educational needs of the community. The community needs workers with a postsecondary education in hands-on technical fields. Today's workers need to possess critical thinking, written and oral communication skills, be able to work as part of team and apply technical skills in a professional environment. Evidence of this is demonstrated by the fact that students of ITT Tech obtain professional careers only upon graduation from their program of study. This well documented evidence is collected by the Director of Career Services and staff at the local ITT Tech Institute and reported to the institutional accreditor as the Employment to Graduate (ETG) rate. Additionally, local employers return to ITT Tech on a regular basis to hire workers that possess these skills and consider ITT Tech as a reliable source for professional workers.

**Target Population. Explain how the decision to serve the targeted population, including the grade levels you have chosen, would meet community needs.**

The community is served by reducing the cost of obtaining and increasing the number of people with a post-secondary credential. According to the Lumina Foundation's Strategic Plan, there is a wealth of evidence that increased attainment improves health, lowers crime rates, and yields citizens who are both globally aware and participate more in civic and democratic processes such as voting and volunteering, all of which have enormous implications for our democracy. According to the Georgetown University Center on Education and the Workforce, 65 percent of U.S. jobs, almost two-thirds, will require some form of postsecondary education by 2020. We have chosen to serve grades 11 and 12 because at those grade levels students that have taken the Core 40 in grades 9 and 10 are prepared to take college courses and are more likely to be successful on a college campus than younger students.

**Community Engagement. Explain the relationships, if any, that you have already established to engage students, parents, and the community for the proposed schools. If you have assessed demand and/or solicited support for the school, briefly describe these activities and the status of your efforts.**

A survey was sent to employers of graduates of The School of Information Technology at the ITT Tech Indianapolis Campus at 96<sup>th</sup> and Michigan Road to determine their level of support for a charter high school located in the ITT Tech Campus. Over half of the respondents indicated they would be interested in speaking to the students of the Early Career Academy and two-thirds supported the initiative of ITT Tech to host a charter high school.

See attachment 16

**Education Plan/School Design. Provide an overview of the education program proposed for replication, including key innovations and non-negotiable elements of the school model. Briefly explain the evidence base that demonstrates the school model will be successful in improving academic achievement for the targeted student population.**

The State of Indiana, by creating College and Career Pathways, as well as the Core 40 Diploma with Technical Honors, has evidenced a need for the program we are proposing. Non-negotiable elements include completion of Core 40 courses as well as completion of associate's degree requirements in the areas of Network Systems Administration, Software Development or other degree programs as offered by the school. Students will meet or exceed Indiana's Academic Standards and will graduate with a Core 40 or Core 40 with Technical Honors Diploma and an associate's degree, receiving credit towards both for the majority of the courses taken. The learning environment will be a mix of classroom instruction with technology providing the foundation for learning and practice of skills learned. Student Professional Experiences, which are actual work engagements with external organizations in the student's program of study are key components of the education plan and school design and are non-negotiable.

**Network Governance and Leadership. Provide an overview of the proposed network governance, management structure and leadership team. Highlight the strengths of the proposed governing board and leadership team. Explain how the governance and management structure will provide for stable, effective governance and leadership for the proposed school replication plan over the long term.**

The Early Career Academy is managed under the direction of a Board of Directors which currently has four members. The Board of Directors is comprised of a team of individuals that represents the education and business sectors and has substantial backgrounds in the successful management and oversight of business initiatives. The Board of Directors will work closely with the Education Service Provider (ESP) to monitor the achievement of the annual objectives for the school and will review at each board meeting the objectives that are in place for the year and the initiatives that are being executed to drive the school's results. The Board of Directors will provide strong fiscal oversight for the school and ensure that public funds are invested wisely in student academic success.

The Board will focus on policy issues and will entrust the daily management of the school to the ESP and the Executive Director. The ESP will identify and recommend for hire the Executive Director. The Board of Directors will approve and has the final authority over the hiring of the Executive Director. The Executive Director will be accountable to the Board of Directors and the ESP for the overall performance of the school. The ESP can terminate the Executive Director without the permission of the Board.

Should additional schools be developed, the ESP will employ a team of professionals to manage and implement the campuses. Prospectively, a Senior Executive will lead and launch the ongoing implementation of all charter schools within Indiana. An Executive Director will be hired for each site and will be responsible for the school's daily operations and programs, including the day-to-day management of staff and students.

The ESP has a long history of running a network of schools and the same structure and approach will be applied to running the network charter schools. This approach includes strong support from subject matter experts aligned with all functional areas. This support system frees local leaders to focus on students and eliminates the distractions that plague small or single school operators. Examples of distractions that are eliminated are numerous and include real estate, purchasing, accounting, HR, legal, compliance and information technology issues that require expertise and would be a distraction for a Board or Executive Director to manage. This focus combined with a performance management methodology, which aligns objectives and accountability, drive student success.

## SECTION I: EVIDENCE OF CAPACITY

### Founding Group

#### Founding Group Membership

1. **Identify the key members of the Founding Group for the proposed school(s). Identify *only* individuals who will play a substantial ongoing role in school development, governance and/or management, and will share responsibility for any school or for the network as a whole. These may include network leadership, proposed governing board members, school leadership/management, and any essential partners who will play an important ongoing role in the school or network development or operations.**

**Explain the Founding Group's collective qualifications for establishing high-quality schools in Indiana and assuming stewardship of public funds, including your capacities in areas such as:**

- **School leadership, administration and governance**
- **Curriculum, instruction and assessment**
- **Financial, business and school operations management**
- **Performance management**
- **Parent and community engagement**
- **Facilities management**

Each of the Founding Group members is experienced and accomplished in their own right and as a group have deep experience in secondary and post-secondary education in every aspect of school operations and Board Governance. The Board of Directors has experience in education, governance, finance, business operations and leadership and is appropriately prepared to both govern the use of public funds and select an ESP sophisticated enough to meet the demanding needs required for managing a charter high school offering college credit and post-secondary credentials.

The Founding Group includes seasoned executives from the ESP that bring access to the ESP's vast resources. The ESP owns and operates two post-secondary institutions with over 140 campus locations nationwide and has been doing so since 1969. The ESP has a shared services model where subject matter experts are in place to assist each functional area of a campus when needed.

Additionally, the Founding Group has added secondary education consultants and subject matter experts to assist with both the planning and the operations for the campus and the shared services operation.

**Provide, as Attachment 1, full resumes (including contact information) for the individuals named. Identify members of the Founding Group who are proposed as board members, school leaders, or other key staff members of the first school proposed in this application. NOTE: There is no page limit for this attachment.**

See attachment 1

- 2. Identify any organizations, agencies, or consultants that are partners in planning and establishing the school(s) proposed, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to school development.**

Signature Consulting is providing consulting services and is assisting with the education plan, the school operations plan and the writing and editing of the application. Post application submission, Signature Consulting will assist with the startup plan, leverage their years of experience running the Signature School in Evansville, IN. In 2007, Signature School was named National Charter School of the Year by the Center for Education Reform, and in 2008 Signature was presented by the U.S. Department of Education the National Blue Ribbon Award. Signature has been named in the top-ten high schools in the US by both Newsweek and The Washington Post each year since 2010, as well as having been ranked the number one school in the Midwest.

Lynn Black and Associates is assisting with various aspects of the application. Post application submission they will be assisting the ESP with setting up appropriate systems to support the charter school and will assist with identifying and hiring the Executive Director. The principal of the firm has deep experience in charter school network operations and has provided services to Ball State's charter school authorization group.

Heather Willey, Partner, Barnes and Thornburg, LLP and her colleagues have provided legal services including setting up the non-profit entity, providing governance and structuring advice.

- 3. Explain the circumstances and motivations that brought the Founding Group together to propose this school replication plan.**

Helping solve some of the country's education challenges and the country's need for more educated workers in STEM oriented fields are motivating the Founding Group to propose the charter high school plan. The Early Career Academy facilitates the delivery of lower cost, post-secondary credentials in career oriented fields to more people sooner; all of which profoundly improve the communities where the schools reside.

#### **School Leader and Leadership Team**

- 1. For the first proposed school described in this application, identify the Principal/Head of School candidate and explain why this individual is well-qualified to lead the school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates the leader's capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that he/she has completed or is currently participating in. Also provide, as Attachment 2, the qualifications and resume for this individual. If no candidate is**

**yet identified, explain your timeline, criteria, and process for recruiting and hiring the school leader. NOTE: There is no page limit for this attachment.**

Interviews for the School Leader have started at the time of the submission of this proposal. We are using a search firm who is familiar with the high expectations of the ESI executives and we have been presented several names inside and outside of Indiana.

Presently, we have a leading candidate who is currently a school leader in an Indianapolis charter high school. Prior to becoming the principal of this school, the candidate taught in this organization and for another nationally recognized charter school.

This candidate has experience with teaching, learning and leading in traditional, blended, and virtual charter high school environments. The candidate has completed his/her Ed.S and will complete a doctorate this summer. Following are the positions held over the past four years:

- **Secondary High School Director**, July 2011 - present
- **High School Principal**, September 2009-June 2011
- **Secondary Teacher Leader**, October 2008-August 2009
- **Secondary English Teacher**, August 2008-August 2009

This candidate has had all the experiences associated with starting a charter as well as improving the performance and operations of his/her school. This leading candidate has high expectations for students and staff and models excellence to them. The candidate is an excellent communicator with parents and holds them accountable for their important role in support and supervising their student(s).

The following are areas of expertise and trainings this candidate has experienced:

**Quality Assurance Team Reviewer**, AdvancED, 2010-present

- Represent AdvancED.
- Evaluate the school's adherence to the AdvancED quality standards.
- Assess the efficacy and impact of the school's continuous improvement process.
- Assess the effectiveness of the school's methods for quality assurance.
- Share findings in oral and written formats.
- Make an accreditation recommendation for national review.

**National Presenter**, ATIA (Assistive Technology Industry Association) Conference 2011

- Meeting Accommodation Needs in a Hybrid and Virtual Environment

**National Principals Leadership Summer Institute** 2010, June-July 2010, Columbia University

**Middle /High School Tutor/Mentor**, Achieve Tutoring, 2007

Worked with 15 students in various school districts to improve academic achievements

Below are the characteristics, expectations and/or responsibilities taken from the candidates resume:

- *Maintain a flexible, "whatever it takes" attitude and work ethic as a model of the high expectations I place on teachers, staff, students and parents for academic success and character growth.*

- *Develop and implement programs that will enable a diverse group of students and families to be successful and meet their academic goals.*
- *Responsible for the daily administration and supervision of high school facilities, students, faculty and staff.*
- *Lead and supervise 28 full-time high school content specific teachers, six special education teachers, six academic advisors, and four school counselors.*
- *Train and develop teachers on how to use data to drive instruction, ways to implement best practices, and how to build effective relationships with students and families to increase engagement levels.*
- *Human resources coordinator for secondary staff including but not limited to hiring, training and terminating employees as necessary.*
- *Serve as liaison between students, parents, and school faculty*
- *Formally evaluate and coach staff using district rubric and data driven techniques*
- *Maintain close relationship with students, families, staff, Head of Schools and School Board.*
- *Serve as the instructional leader for the school ensuring compliance with state education regulations*
- *Oversee the discipline of students with love and logic*
- *Plan and facilitate monthly staff meetings and data driven professional developments.*
- *Develop and produce reports for both local and state level review concerning school operations*
- *Actively participate and support school community events.*
- *Secondary Testing Coordinator; Indiana End of Course Assessments, Scantron and Study Island*

We are optimistic that the candidate described above will be our first Executive Director of The Early College Academy. If not, the bar has been set for the experienced leader we aspire to hire.

**2. Who will work on a full-time or nearly full-time basis immediately after approval to lead development of the school? How will this person be compensated?**

The development of the school will be organized by the ESP and led by David Catalano on a full-time basis. Mr. Catalano works at the ITT Educational Services (ESI) headquarters building in Carmel and as a Senior Vice President has the resources, staff and support required to execute the initiative. The substantial resources of ESI will be available to assist Mr. Catalano in developing the school post charter approval. These services include subject matter experts in the following areas.

- Curriculum – develop any course materials to meet requirements
- Information Technology – modify systems to accommodate a modified calendar for data collection
- Purchasing – order any materials needed for accommodating students
- Human Resources – hire staff and faculty
- Marketing – execute the marketing plan
- Academic Affairs – review assessment materials
- Regulatory – available as needed
- Legal – available as needed
- Registrar – create scheduling and Gradebook materials
- Market research – as needed

Additional consultants have been hired to assist with the development of the school and will work as needed to complete the development of the school. They will be compensated by ESI and include the

following people and firms.

- Lynn Black and Associates – operations, staff hiring
- Signature Consulting (Vicki Snyder & Julia Gregg) – operations, staff hiring
- Barnes and Thornburg (Heather Willey) – governance

There is no lack of resources or will to accomplish the tasks required to set up the school. It should be noted that ESI typically starts 6-8 new campus locations annually and has done so for a decade.

**3. Describe the responsibilities and qualifications of the first proposed school's administrative/management team (beyond the school leader). If known, identify the individuals who will fill these positions and provide, as Attachment 3, the qualifications and resumes for these individuals. If these positions are not yet filled, explain your timeline, criteria, and process for recruitment and hiring. NOTE: There is no page limit for this attachment.**

### **Administrative Management Team**

The Executive Director, operating as the Chief Academic Officer, will be responsible for the oversight and the development of his/her team. At this time formal interviews beyond the Executive Director have not started but once the school is chartered, the following positions will be prioritized. The timeline for interviewing and hiring will follow.

**Guidance Counselor** – This position is critical to the school as it pertains to student enrollment, credit review and course placement for students and class scheduling. The counselor will also be responsible for working with the Career Academy Counselors. (See description below) In addition, the Guidance Counselor will work with the Executive Director administratively on issues such as student discipline, attendance, social services, assessment and teacher development.

The goal will be that the candidate for this position will come with a charter school background. At the least, the counselor should be an experienced high school counselor familiar with high school credits and post-secondary curricula.

**Administrative Assistant** – By title, this position is to support the Executive Director with the organization and coordination of the school. This individual will also be the office manager, receptionist and record keeper for Early College Academy. Their skillset should include being flexible, self-directed and highly organized.

The goal of hiring this candidate is that the individual will have worked in at least a school setting but, if possible, a high school. A school setting is regularly fast paced, often chaotic because of the demands of multiple stakeholders (parents, students, teachers, administrators) and can be very stressful. The disposition of this candidate should be one that can easily adapt to a school office environment and minimize any chaos through temperament and organization.

**Teachers** – as the heart and soul of every school, teachers will be the immediate focus of the Executive Director once the charter is authorized. It is expected that the Guidance Counselor will assist the Executive Director in the recruitment and interviewing of teacher candidates. At this time it's envisioned that we will have four core area teachers, (math, science, social studies and English).

Ideally, ECA teachers will come from other charter schools in the region, and will be highly qualified. The uniqueness of this school and the opportunities it offers its' students will be very attractive to both charter and traditional high school teachers, and a shortage of candidates should not be a factor. Assuming that either the Executive Director and/or Guidance Counselor will come from a charter school, we anticipate that they may recruit teachers from the schools they have worked.

**Career Academy Counselors** – will mentor, tutor and work directly with students throughout each day. The Career Academy Counselors will also work directly with the Guidance Counselor on progress monitoring, attendance and each student's graduation track. The Career Academy Counselors will not only have expertise working with high school students, but will also be familiar with programming for ITT Tech post-secondary degrees. We anticipate hiring two Career Academy Counselors in the first year.

**Student Support Technician** – in our school setting there is an emphasis on the integration of technology inside and outside the classroom.

### **Staffing Timeline**

- May – Realistically, through the recruitment of an Executive Director and the consultants used for this proposal, pending approval of the charter, the Executive Director will be identified and can begin June 1.
- June 3, 2013 – Teaching positions posted on the Department of Education website
- June 3 – 7, 2013 – Recruited Guidance Counselor interviews
- June 3, 2013 – Administrative Assistant position posted on ITT job board, DOE website and Career Builder
- June 10, 2013 – Guidance Counselor position posted on the Department of Education website if no recruited candidate is identified.
- June 10 – 15, 2013 – Administrative Assistant interviews
- June 17 – 26, 2013 – Teacher candidate interviews
- June 17, 2013 – Career Academy Counselor and Student Support Technician positions posted on ITT job board, DOE website and Career Builder
- June 28, 2013 – Letters of Intent to hire all positions mailed
- July 15, 2013 – Start date for teaching staff

## **Governance**

### **Governing Board**

1. **Governance Structure and Composition.** Describe the governance structure. Will the new school(s) have an independent governing board, or will there be a single network-level board governing multiple schools? Describe the current and desired size and composition of the governing board. In addition, list the name of each current board member within the proposal narrative. In Attachment 6, provide a completed and signed Board Member Information Sheet for each current Board member for the governing entity/charter holder. *NOTE: Please use the provided form included in this RFP. If a Board member's resume has already been included in Attachment 1, a duplicate resume should NOT be included in Attachment 6.*

The Early Career Academy is managed under the auspices of a Board of Directors. The Board of Directors is comprised of a team of individuals that represent the education and business sectors. The Board of Directors will work closely with the ESP and the Executive Director to monitor and promote

school goal achievement, student academic achievement and the ongoing alignment with the schools' mission and vision. The board will focus on policy issues and will entrust the day-to-day management of the school to the ESP and the Executive Director who will be accountable to the Board of Directors for the overall performance.

The current Board of Directors includes the following individuals:

1. Gary Carlson
2. David Mann
3. David Daniels
4. Howard Block

According to the Bylaws, the number of directors shall be not less than three (3) and not more than nine (9), the exact number to be fixed from time to time by resolution adopted by the Board of Directors. The term of each director shall be three (3) years. Incumbent directors shall be eligible for re-election and the number of years a person may serve as a director is not limited.

The proposed network of charter schools in Indiana will operate using the same non-profit entity and Board of Directors until or unless the need arises where a change should occur.

See Attachment 6

2. **Pre-Existing Nonprofit Organization. If this application is being submitted by an existing nonprofit organization or institution *other than* a charter school governing board, describe what steps the existing board will take to transform its board membership, mission and bylaws to support the charter school expansion/replication, and to comply with Indiana's Public Access Laws, including the Open Door Law.**

The Early Career Academy Board of Directors will ensure that all meetings are held in compliance with Indiana Public Access Laws, including the Open Door Law. Agendas will be posted at least 48 hours in advance at any location where The Early Career Academy conducts ongoing business in Indiana. The board meeting will be broadcast at an accessible location (in or near an existing school) so that any interested community member may witness the proceedings, as required by law.

3. **Governing Entity's Responsibilities. Explain how the proposed governance structure and composition will help ensure that there will be active and effective oversight of all Indiana charter schools in the network's portfolio.**

The Early Career Academy and the Governing Board are committed to the proper oversight, expenditure and transparency of public funds. The Early Career Academy and the Governing Board will have exclusive control of funds received by the charter school and the financial matters of the charter school. The Governing Board shall appoint a Treasurer to ensure oversight of the public funds. The Governing Board shall review and approve all accountings of funds received and disbursed by the Early Career Academy.

In accordance with the organization's Code of By-laws, all business of the corporation is managed by the Board of Directors. The Board of Directors will be accountable to the people for whose benefit the school will be established and has the overall responsibility for ensuring that the students attending The Early

Career Academy will be provided with a quality education. Accordingly, the board will maintain the following powers and responsibilities:

- the board as a corporate body has the power and duty to govern and oversee the management of The Early Career Academy;
- the board shall determine the organization and support the mission of The Early Career Academy;
- the board shall approve and cause to be submitted charter-related documents to the ICSB;
- the board shall set policies for The Early Career Academy operation, ensuring conformance with the provisions of the contract for charter and applicable laws;
- the board shall approve an official budget to operate The Early Career Academy while maintaining fiscal responsibility;
- the board shall establish the short- and long-range goals for The Early Career Academy and shall monitor progress toward the achievement of those goals;
- the board shall ensure that fiscal operations satisfy general accounting standards of fiscal management;
- the board shall ensure that The Early Career Academy remains in good standing as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
- the board shall approve and ratify all contracts;
- the board shall adopt an annual budget for each school and shall regularly review financial statements;
- the board shall ensure that all schools maintain adequate resources for school activities; and
- the board or its designees shall select, evaluate and, as necessary, terminate the appointment of the Executive Director.

The board will concern itself first and foremost with student success and how to assist in establishing a sense of community for each student and stakeholder. To that end, the board will involve input from teachers, parents and students in the governance, operations and planning procedures of The Early Career Academy and every effort will be made to create an environment in which students can experience a sense of community and involvement that addresses their needs and interests.

4. **Procedures. How many times has the current board met to date? What will be the planned frequency and focus of meetings? Identify any standing subcommittees the board expects to have. Describe how the school and governing board will comply with Indiana’s Public Access Laws as described within IC § 5-14 and as further explained on the ICBS website under Application Resources. Additional guidance is available from the Office of the Public Access Counselor at <http://www.in.gov/pac/> and at (317) 234-0906 or (800) 228-6013.**

The Board of Directors has met to vote on the submission of the charter school application. A copy of the meeting minutes are in attachment four. The Board of Directors will meet regularly to review and act on its responsibilities. It is anticipated that the Board will meet at least quarterly, and as required to achieve a successful fall 2013 start. The meetings will cover academic performance of the schools, performance of the Executive Director, and the financial health of the schools, among other topics. As long as a quorum exists as defined by the Code of By-laws, measures voted on by the Board of Directors may be passed with a simple majority of present members. Subcommittees are created on an as-needed basis. The Board of Directors meetings will be headed by a Board Chairman.

5. **Ethics and Conflicts of Interest. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as Attachment 7, the board’s Code of Ethics and Conflict of Interest policy. NOTE: There is no page limit for this attachment.**

It is the policy of ECA and its Board of Directors that ECA's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. ECA'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 ECA. This policy shall be further subject to the following principles:

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

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

(c) If a director or relative of a director, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with ECA, 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 ECA shall not conduct business on behalf of ECA with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of ECA.

(e) The Board of Directors may require ECA's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board of Directors) a disclosure statement regarding any actual or potential conflicts of interest described in these By-Laws. The disclosure statement shall be in such form as may be 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 of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

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

**6. Advisory Bodies. Describe any network- or school-level advisory bodies or councils to be formed, including the roles and duties of that body. Describe the planned composition of the advisory body and the reporting structure as it relates to the governing board and school leadership.**

### **Local Advisory Council**

Parents, students, staff and community leaders will be an integral component of the school governance at The Early Career Academy. The Executive Director, with support from the board of directors, will encourage the establishment of a Local Advisory Council (“LAC”) for the following purposes:

- Providing ongoing input and participation in operations;
- Make recommendations on policy issues to the board;

The LAC is intended to serve as a site-based resource to assist the Executive Director in the implementation of an effective and appropriate learning program for each student. While parents do not have any official authority in the operation and administration, their involvement through the LAC will enable their contribution as invaluable problem-solving advisors in assisting the Executive Director and the Board of Directors in conducting a high-quality and appropriate learning program for students.

Each LAC should be comprised of two student volunteers, two volunteer parents/guardians of current students, two staff members and two community leaders. Advisory board members will be recruited on an ongoing basis. The LAC will meet regularly and will provide continuous communication to the Board of Directors on their activity.

### **School Council**

The School Council (SC) will be composed of the principal, teachers, staff, and parents from the school. The SC will seek to empower and inform parents in the education of their children, the allocation of school resources, and the building of community and culture at their school.

- 7. Grievance Process. Explain the process that schools will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure or practice at the school. Describe the types of corporate or school documents that will be available to parents free of charge and how those will be made available.**

The Early Career Academy is committed to providing a challenging and quality educational experience for the students who choose to attend the school. The foundation for success begins with open, effective communication between the school and the parents. However, when issues arise that concern the well-being of the student, The Early Career Academy will provide, initially, an informal process for resolving any issues or complaints. At the informal level, the parent may meet with the classroom teacher and/or counselor to discuss concerns. The ultimate goal is to have an open discussion with all parties involved and to try to resolve the complaint in a manner that is satisfactory for the student and parent. If the issue cannot be resolved at the informal level, then the parent may proceed to the formal level for a resolution.

There are some grievances of a very serious nature for which a parent may need to approach the Executive Director directly. The main objectives of any grievance procedure is to provide a process that is

- clear, transparent and responsive
- timely
- equitable and respectful
- confidential

At the formal level, the parent will need to fill out a grievance form in which the parent explains the nature of the complaint, date/time of occurrence, and persons involved. A meeting will then be held with

the Executive Director and may include those individuals who are named in the complaint. If the attempts for a resolution fail at this level, the parent may then request a meeting before the Board of Directors.

Although parents may not agree with every decision made by the school, in most cases, the parent and school will find enough common ground to continue a mutually respectful relationship. Good communication between the school and the parent is vital and can help prevent situations from escalating.

Parents will have access to most of the school documents via the school's website. These documents may include the Charter and policies adopted by the Board of Directors. In situations where the documents may not be posted online, parents may request a hard copy from the school at no cost to the parent.

### **School Management Contracts**

If any proposed school intends to contract with an Education Service Provider (ESP) for school management, provide the following information (and provide the requested documentation as **Attachment 8**):

See attachment 8

- a. A brief overview of the ESP's founding year, mission, leadership team, and current geographic footprint;**

ITT Educational Services, Inc. (ESI) provides accredited, technology-oriented undergraduate and graduate degree programs through its ITT Technical Institutes and Daniel Webster College to help students develop skills and knowledge they need to pursue career opportunities in a variety of fields. It owns and operates more than 140 ITT Technical Institutes and Daniel Webster College. ITT/ESI serves over 70,000 students at its campuses in 39 states and online. Headquartered in Carmel, IN, it has been actively involved in the higher education community since 1969 and can be found online at [www.ittesi.com](http://www.ittesi.com). In 2013 ESI entered the ESP market to manage charter schools operating out of the ITT Technical Institute locations with the Indianapolis campus being the first charter school under management.

- b. A summary explanation of how and why the ESP was selected, and the due diligence conducted (including a list of other ESPs assessed during the due diligence process, if any);**

In this case the ESP is organizing the creation of the charter school in collaboration with the Board of Directors.

- c. A term sheet setting forth a proposed duration of the contract that aligns with the ICSB 5-Year charter term; roles and responsibilities of the school governing board, the school staff, and the service provider; scope of services and resources to be provided by the service provider; performance evaluation measures and mechanisms; detailed explanation of compensation to be paid to the provider (both management fees and all pass-through expenses, such as for curriculum licensing or technology); financial controls and oversight; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract;**

See attachment 8

- d. A draft of the proposed management contract detailing all of the above terms;**

See attachment 8

- e. Explanation of the relationship between the school governing board and the ESP, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations;**

Here is an overview of the governance structure for The Early Career Academy.

- The Board of Directors (BOD) hires the ESP to run the school
- The ESP recommends to BOD candidates for the Executive Director (ED) position and the BOD makes the hiring decision
- The ESP assists the ED with the hiring of the staff
- The ESP can terminate the ED without the boards consent
- The BOD holds the ESP accountable for results
- The BOD holds the ED accountable for results
- The Senior Executive of the ESP holds the ED accountable for results; the ED holds the staff accountable for the results
- An ED is located at every charter school location in the system
- If an ED is removed or leaves his positions, the BOD is notified
- A single 501(c)3 non-profit, Early Career Academy, Inc. holds the charter and operates the schools
- A single board oversees The Early Career Academy
- A single ESP manages all charters on behalf of the Board unless and until the contract is terminated

The Board of Directors will expect that the ESP will achieve the annual performance objectives for the school. These include quantitative objectives in the following areas and each may be adjusted or weighted based on the current requirements of the school.

- Student learning and progression
- Student SPE and Career Placement
- Student retention and satisfaction
- Student and parent satisfaction and involvement
- Compliance and adherence to both internal policies and external regulatory requirements
- Faculty and staff hiring and development
- Student recruitment
- Community engagement and reputation development
- Attainment of financial objectives

The Board will conduct a complete evaluation of the ESP performance annually and may use the results of this evaluation to revise or terminate the ESP contract.

- f. Disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities; and**

One of the board members works for a company that has a contract to provide curriculum and academic resources to ESI, the ESP.

One of the board members provides and may continue provide market research services to ESI, the ESP.

**g. Evidence that the service provider is authorized to do business in Indiana.**

See attachment 8.

***NOTE: There is no page limit for this attachment. Please ensure the section on ESP compensation is clearly articulated, and includes a detailed description of the management fee, as well as all pass-through expenses, such as for curriculum licensing or technology costs. The ICSB application evaluation team should be able to easily discern the total dollar amount and percentage of annual revenues that is paid to the ESP.***

### **Network Vision, Growth Plan & Capacity**

Provide the following information about the organization's growth plan and capacity to carry out that plan with quality and integrity.

1. Provide, as **Attachment 9**, the organization's five-year business plan addressing the plan for network expansion in Indiana (and in other states, if applicable). If no business plan has been developed, please answer the remaining questions in this section. ***NOTE: Experienced CMOs and ESPs are required to submit business plans containing all components of a traditional business plan. There is no page limit for this attachment.***

See responses below.

2. **If not clearly described in Attachment 9, or if no business plan exists, describe the organization's strategic vision, desired impact, and five-year growth plan for developing new schools in Indiana and other states, if applicable. Include: number and types of schools; planned opening years; all currently targeted geographies and criteria for selecting them; projected numbers of students; and measurable impact on student achievement.**

The Early Career Academy (ECA) utilizes ESI locations, curriculum and resources. As a conservative organization, ESI will demand that ECA have positive academic results before allowing it to occupy a significant number of ESI locations. The ESI brand is based on strong student outcomes which are defined as ESI students graduating and getting a job in their field of study that provides them with a strong return on their investment in education. Any future charter school expansions for ECA, with respect to the utilization of ESI resources, would be predicated on the success of the first charter school. Given that ECA has yet to start its first charter school, any additional charter school planning would not be appropriate at this point.

3. **If not clearly described in Attachment 9, or if no business plan exists, summarize the organization's capacity to support and ensure the quality and long-term success of the new school(s) proposed. If the organization's existing portfolio or growth plan includes schools in other states, explain how Indiana fits into the larger growth plan and how the organization will support and ensure quality in the schools planned for Indiana.**

ESI, as the ESP, has all of the necessary staff and systems in place and currently operating to support all of the core functions of a substantial organization including human resources, information technology, finance, accounting, regulatory, legal, market research, business development, marketing, staff development, real estate and purchasing. Each area is led by an accomplished executive with a support team that is currently managing over 140 campuses and capable of starting ten new campus locations annually.

Core school academic functions are supported using national subject matter experts in each functional area including curriculum, academic affairs and assessment. The ESP has substantial investments in people and systems to support the delivery, development, assessment and revision of curriculum that is appropriate for desired student outcomes and compliant with regulatory bodies including accreditors and state-level Department of Education regulations.

Adding 250 students, all taking one to three programs of study over five years, will not stress the existing infrastructure, systems or people of ESI. Additionally, ESI will hire subject matter experts where needed to build-out the team. As of this writing two separate consulting firms have been engaged to inform both the school-level plan and the network support plan.

- 4. If not clearly described in Attachment 9, or if no business plan exists, provide evidence of organizational capacity to open and operate schools successfully in accordance with the growth plan. Explain results of past replication efforts and lessons learned, including how you have addressed replication challenges in other markets.**

In 2011 ESI started 12 new ITT Technical Institute campus locations. In 2010 ESI started seven new ITT Technical Institute locations. These are new location start-ups campuses with no students. The new locations all have students in multiple programs of study.

To manage charter high schools, ESI will hire subject matter experts where needed to build-out the team. As of this writing two separate consulting firms have been engaged to inform both the school level plan and the network support plan.

- 5. If not clearly described in Attachment 9, or if no business plan exists, describe the greatest anticipated risks and challenges to achieving the organization's desired outcomes in Indiana. How will the organization meet these challenges and mitigate risks?**

With any new venture, the biggest risk is not knowing what we don't know. To mitigate this risk ESI has hired experts from the charter high school industry to assist with developing an internal expertise in educating high school students. Additionally, the growth plan is small relative to historical ESI development initiatives. The risk mitigation plan is to hire experts and start small.

## Network Management

- 1. Explain any shared or centralized support services the network organization (including any ESP partner) will provide. Describe the structure, the services to be provided, the cost of those services, how costs will be allocated, and specific service goals. How does the organization know whether it is successfully delivering these services? *(In the case of a governing board proposing to contract with a management organization, service goals should be outlined in the term sheet and draft contract to be provided with the charter application.)***

ESI, as the ESP, has all of the necessary staff and systems in place and currently operating to support all of the core functions of a substantial organization including human resources, information technology, finance, accounting, regulatory, legal, market research, business development, marketing, training, real estate and purchasing. Each area is led by an accomplished executive with a support team that is currently managing over 140 campuses and capable of starting ten new campus locations annually.

Core school academic functions are supported using national subject matter experts in each functional area including curriculum, academic affairs and assessment. The ESP has substantial investments in people and systems to support the delivery, development, assessment, training and revision of curriculum that is appropriate for the desired student outcomes and compliant with regulatory bodies including accreditors and state-level Department of Education regulations.

**2. Using the table below, define school- and organization-level decision-making authority as it relates to key functions, including curriculum, culture, staffing, corrective actions, etc. Indicate where primary authority for each function resides.**

<b>Function</b>	<b>Network/ Management Organization Decision-Making</b>	<b>School Decision-Making</b>
Performance Goals	ESP - Objectives	Executive Director - Initiatives to reach objectives
Curriculum	ESP	Faculty inform the process
Professional Development		Executive Director
Data Management and Interim Student Assessments	ESP	Executive Director and Faculty
Grade Level Promotion Criteria	ESP	Executive Director
Culture	ESP creates the climate	Executive Director
Budgeting, Finance, and Accounting	ESP	
Student Recruitment	ESP	Executive Director and Faculty
School Staff Recruitment and Hiring	ESP	Executive Director
HR Services (payroll, benefits, etc.)	ESP	
Development	ESP	
Community Relations		Executive Director

Function	Network/ Management Organization Decision-Making	School Decision-Making
Information Technology	ESP	
Facilities Management	ESP	
Vendor Management / Procurement	ESP	

## SECTION II: SCHOOL DESIGN

For this section, describe the design and plan for each school for which you are applying. If you are applying for multiple schools designed around the same model, simply state so.

### Education Plan

#### Curriculum and Instructional Design

1. **Provide a framework for the proposed instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed Indiana's Academic Standards as described in IC § 20-31-3. Please also describe how the proposed instructional design will align with or exceed the Common Core Standards. More information about Indiana's adoption of the Common Core Standards and the implementation timeline can be found at <http://www.doe.in.gov/achievement/curriculum/resources-implementing-indianas-common-core-standards>.**

The description of the instructional design should include, at a minimum, the following items:

- the basic learning environment (e.g., classroom-based, independent study, virtual)
- class size and structure,
- an overview of the curriculum,
- the use of technology in delivering instruction (if applicable),
- plans for ensuring the school is staffed with highly effective teachers, and
- evidence-based support.

The curriculum for The Early Career Academy is based on Indiana's Core 40 Diploma. Students will meet or exceed Indiana's Core 40 Standards and graduate with a Core 40 or a Core 40 with Technical Honors Diploma. In addition, they will earn an associate degree in Network Systems Administration or Software Development from ITT Technical Institute. Other career degree programs may be added.

A primary advantage of the proposed learning environment is that learning will occur in the already-established facilities of an ITT Tech campus. Most teachers will be experienced and certified ITT Tech instructors, and career guidance resources will be available. In addition, supplemental learning will be offered to students after school in the event it is needed.

Courses are written to align with the Common Core Standards as well as the associate degree requirements. Lessons require dissemination of information, practice, and display of mastery through written tests, projects and observable skills. This curriculum aligns with ITT Tech curriculum, designed by content-area experts and is continually updated.

The learning environment will be a mix of traditional classroom instruction, lab practice, and practical experience. Technology will be used to enhance instruction and curriculum, accommodating the most current uses of video, audio, and technological advances provided through labs and instruction on the ITT Tech campus. Another important component of the curriculum is the Student Professional Experiences (SPE) outside the classroom. The SPE is a program in which the student applies the learning achieved in the classroom and lab to a real problem or project for an organization in the community. An SPE example would be Network Systems Administration students installing and configuring a new computer

network for a local business and then training the staff on how to maintain the servers and network or Software Development students developing a website for a local non-profit.

There are two types of SPEs:

- IF (In-Field) requires that ***50% or more of the SPE time is spent using the skills taught*** in core courses of the student’s program of study and matched with a specific job.
- RF (Related Field) requires that ***20% to 49% of the SPE time is spent using skills taught*** in the core courses of the student’s program of study and matched with a specific job.

The students will have a three period day (an A/B block schedule) with a class ratio of up to 30:1. An overview of the curriculum is attached (Attachment 11). Both instructors and technology will model the quality of that which is provided in associate degree programs in ITT Tech post-secondary institutions.

All teacher certifications will be in compliance with IC 20-24-6-5.

Research by the U.S. Department of Education, National Center for Education Statistics, Fast Response Survey System (FRSS), “Dual Credit and Exam-Based Courses,” shows that among high schools with students enrolled in dual credit courses with an academic focus, 93 percent reported that students were awarded postsecondary credit immediately upon completion of courses. Among high schools with students enrolled in dual credit courses with a career and technical/vocational focus, 85 percent reported that students were awarded postsecondary credit immediately upon completion of courses.

**2. Specify instructional strategies that your school will implement to support the education plan and why they are well-suited for your targeted student population. Describe the methods and systems that teachers will use to provide differentiated instruction to meet the needs of all students.**

The proposed schedule is well-suited to curriculum. On Mondays, Wednesdays, and Fridays, students will work on three subjects per day with two hours allotted to each subject. Alternate days, Tuesdays and Thursdays, will accommodate two to three classes, depending on trimester needs, and each week will allow for practice of skills learned and preparation for classes. Per trimester, students will take four or five classes, each on an A/B Block Schedule—Mondays, Wednesdays, and Fridays given to classes with labs or additional time requirements. Instructional Strategies include lecture, project-based learning, cooperative learning, lab experiences and Student Professional Experiences. When students graduate, those earning the Technical Honors Diploma will have completed the classes outlined in Attachment 11 with a “C” or better. Classes that must be repeated may be repeated after the regular school day or in summers. One credit recovery class will be slated for one trimester of the senior year. Overall grade point averages of each graduating senior who seeks the Technical Honors Diploma will be 3.0 or higher. For the first graduates, students will graduate with an associate degree in Networking Systems Administration or Software Development. Teachers will offer lessons designed to meet the different learning needs and styles of their students. They may provide hands-on lessons, stations set up in the classroom where students can work individually and at their own pace, or assigned grouping where students may work with other students based on interest in a particular topic rather than ability. The type of instruction provided will depend on the make-up of the particular classroom. In addition, online programs will be available for remediation supplementation.

Schedule for Trimesters with Five Classes or Four Classes with Applied Learning Block

Monday	Tuesday	Wednesday	Thursday	Friday
8:00-10:00 Class A	8:00-10:00 Class D=45 hours	8:00-10:00 Class A	8:00-10:00 Class D=45	8:00-10:00 Class A
10:00 – 12:00 Class B	10:00-12:00 Class E=45 hours or Lab/Applied Learning Block	10:00-12:00 Class B	10:00-12:00 Class E=45 hours or Lab/Applied Learning Block	10:00-12:00 Class B
12:05-12:55 Lunch	12:05 – 12:55 Lunch	12:05-12:55 Lunch	12:05 – 12:55 Lunch	12:05-12:55 Lunch
1:00-3:00 Class C	1:00– 3:00 Supervised Lab/Study	1:00-3:00 Class C	1:00 – 3:00 Supervised Lab/Study	1:00 – 3:00 Class C
After-school activities: Tutoring, Clubs, Labs, SPE	After-school activities: Tutoring, Clubs, SPE	After-school activities: Tutoring, Clubs, Labs, SPE	After-school activities: Tutoring, Clubs, SPE	After-school activities: Tutoring, Clubs, Labs, SPE

3. **Identify any key educational features that would *differ* from your current education model. Explain why you would implement these features, any new resources they would require, and how these features would improve student achievement.**

The only difference from what has been outlined might involve adding technical programs as the school progresses. The Early Career Academy will work in partnership with ITT Educational Services and have at its disposal all of the significant resources that both ITT Tech and Daniel Webster College have to offer.

Most ITT Tech programs of study blend traditional academic content with applied learning concepts, pursuant to which a significant portion is devoted to practical study in a lab environment. Advisory committees, comprised of representatives of local businesses and employers, help each ITT Tech program periodically to assess and update curricula, equipment and laboratory design. The students will benefit by having access to the courses and the Advisory Committees. The Student Professional Experience is a vital component of the educational design because it allows students to have practical, hands-on experiences. This will serve to strengthen the class performance. Besides technical instruction, the programs of study offered by Early Career Academy will focus on helping students develop problem solving, critical thinking, and communication and teamwork skills.

4. **As Attachment 11, provide a core curriculum scope and sequence by subject, for each grade level proposed, that demonstrates clear alignment with Indiana’s Academic Standards and the Common Core. The scope and sequence should clearly reflect how the school’s curriculum is**

integrated across subjects and grade levels served, and how it will result in proficiency. *NOTE: Limit attachment to thirty (30) pages.*

See Attachment 11

5. ***For Blended Learning Operators only:*** As described in IC § 20-24-7-13, Indiana statute defines a virtual charter school in the following manner: a virtual charter school “means any charter school, including a conversion charter school, that provides for the delivery of more than fifty percent (50%) of instruction to students through: (1) virtual distance learning; (2) online technologies; or (3) computer based instruction.”

Not Applicable

### **Pupil Performance Standards**

State the proposed school model’s pupil performance standards, consistent with Indiana’s Academic Standards and the Common Core. In particular:

1. **Provide, in Attachment 12, the school’s exit standards for graduating students *for each division of the school* as applicable (elementary, middle and/or high school). Exit standards should clearly set forth what students in the last grade in each division will know and be able to do. *NOTE: Limit attachment to fifteen (15) pages.***

See attachment 12

2. **Explain the school’s policies and standards for promoting students from one grade to the next. How and when will promotion and graduation criteria be communicated to parents and students?**

Promoting students will be based on students’ successfully completing coursework required, as outlined in Attachment 11. Credits earned for Core 40 will follow standard credit award procedure, one credit per course. All information regarding promotion and graduation will be outlined in the Catalog on the school’s website. Parent email notices will also be sent for notifications regarding graduation criteria.

### **High School Graduation Requirements**

High schools approved by the Indiana Charter School Board will be expected to meet Indiana Graduation Requirements, described in IC § 20-32-4 and explained on the Indiana Department of Education’s website:

<http://www.doe.in.gov/achievement/curriculum/indianas-diploma-requirements>

1. **Explain how the school will meet these requirements. Explain how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Indiana, explain any additional requirements.**

As previously stated, students may graduate with a Core 40 diploma or Core 40 with Technical Honors diploma. For the Technical Honors diploma, students must complete the requirements for the Core 40 and, in addition, complete a career-technical program (eight or more related 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. Students may earn two additional credits in mathematics and 4-8 credits in World Languages for four-year college admission.

Students will receive a credit if they earn a D or higher for each semester course (in Core 40). Grade Point Averages (GPA) at the Early Career Academy will be calculated on the 4.0 scale.

A high school transcript is the official academic record of the courses and credits completed by a high school student. It may be produced in hard copy or electronic format. According to Indiana Code [20-33-2-13](#), Early Career Academy will include the following information in the official transcript of the student:

1. Attendance records.
2. The student's latest ISTEP+ test results.
3. Any secondary or postsecondary certificates of achievement earned by the student.
4. Immunization information.
5. Dual credit courses from the Core Transfer Library taken by the student.

**2. Explain how your graduation requirements will ensure student readiness for college or other postsecondary opportunities (trade school, military service, or entering the workforce).**

As stated on the Indiana Department of Education website, Indiana's Core 40 is the academic foundation that all students need to succeed in college, apprenticeship programs, military training and the workforce. Offering students a challenging academic program of study prepares them for any post-secondary pursuits. In addition, The Early Career Academy has the added advantage of providing students with an associate's degree, launching them into career or other post-secondary pursuits with at least a two-year advantage.

**3. Explain what systems and structures the school will implement for students at risk of dropping out of high school and/or not meeting the proposed graduation requirements.**

The Early Career Academy, through its counseling staff, will meet, individually, with those students who are at risk of dropping out of high school or not meeting the proposed graduation requirements. The counselor will help the student establish a Study Plan that outlines goals and expectations. The student will work closely with the counselor to make sure the goals are completed. Also, parents will play an integral role in the development of the Study Plan. In addition, after-school tutoring programs will be established. Every effort will be made to help each student reach his or her potential, including structured time for each student to apply concepts learned, undergo remediation, and work on projects or homework under the guidance and support of a teacher's assistant. Coursework for those students who are at risk will be monitored weekly by the counselor.

### **School Calendar and Schedule**

1. **Provide, in Attachment 13, the school's proposed calendar for the first year of operation, as well as the weekly schedule of classes. Provide an overview of academic and non-academic programs, as well as the total number of instructional days in an academic year. Note the length of the school day, including start and dismissal times. Detail the number of instructional hours/minutes in the day for core subjects such as language arts, mathematics, science, and social studies.**

## **School Schedule**

Students will be scheduled to take four or five classes per trimester. On Mondays, Wednesdays, and Fridays, they will attend one class, Class A, for two hours (beginning at 8:00 a.m.) and then a second class, Class B, for two hours, followed by lunch. The next class, Class C, will meet for two hours, dismissing at 3:00. The schedule for Tuesdays and Thursdays will be essentially the same, but for trimesters requiring five classes, one Applied Study Block on these two days will become the fifth class slot. Tutoring will also be supervised after school.

## **School Culture**

### **1. Describe the culture of the proposed school and how this culture will promote a positive academic environment and reinforce student intellectual and social development.**

The Early Career Academy is made up of self-motivated learners in a culture that rewards achievement and supports discipline, allowing for no erosion of a focused, goal-centered, respectful environment. A counselor will keep the student informed of curricular and behavioral progress. If behavioral intervention is needed, The Early Career Academy Guidelines and Rules are in place and will be followed (Attachment 12). The student will be surrounded by peers with similar goals and interests. The school layout, including common spaces, makes socialization comfortable.

### **2. Explain how you will implement this culture for students, teachers, administrators, and parents starting from the first day of school.**

The culture is built and sustained by the collaborative relationship among administration, teachers, parents, and staff. Beginning on the first day of school, students will see modeled for them a commitment to high expectations and a positive learning environment by all staff members. The school will maintain a close working relationship with the parents. On the first day of school a student assembly will be held and the Executive Director will explain the mission of the school, stress the importance of the academic program, and discuss the discipline policies. The all-school assembly will then be followed by meaningful instruction beginning with the first class on the first day of school. This will set the appropriate tone for the school year.

### **3. Summarize, for illustrative purposes, a typical day from the perspective of a student in a grade level of your choice.**

On Monday, student A, a senior, arrives at 8:00 a.m. He will be taking one class, which will last for two hours, and then a second class for another two hours, breaking for lunch. At noon he will purchase a lunch from an on-site vendor or take the lunch brought from home and go to the Internet Café/ Common Area for a lunch break. The ease of movement and the opportunity for collaboration is an asset.

After lunch, the student has a third class for two hours and then leaves for home or tutoring/study within the building.

### **4. Summarize, for illustrative purposes, a typical day from the perspective of a teacher of any subject or grade of your choice**

On Monday, a computer programming instructor arrives 30 minutes early to prepare for an 8:00 class. The instructor will be teaching one subject, which will last for two hours, two to three times a day, breaking for lunch and, on some days, planning. At 3:00, his computer programming classes are complete for the day. He may make individual appointments with students to meet with them at other times during the week if needed.

## **Supplemental Programming**

### **1. Will you offer summer school? If so, describe the program(s) to be offered. How many students are expected to attend summer school, and how will they be selected for participation? How many hours and weeks of summer school will you provide, and how will it be funded?**

ECA intends to offer students the opportunity to take summer school courses through ITT Tech if they are available and if practicable. Students will be able to earn college credit and participate in a Student Professional Experience. Any requisite funding requirements will be determined by ECA and ITT Tech based on student interest and resource availability.

### **2. Describe the extra- or co-curricular activities or programming the school will offer; how often they will occur; and how they will be funded.**

ECA will not offer extra-curricular activities. However, students may organize clubs that would support and reinforce their academic pursuits. These clubs would be organized based on student demand. ITT Tech currently has these Information Technology clubs actively operating on campus.

- Circle City Certified Cisco User's Group – 4CUG - This group meets every other Saturday during the quarter from 1:30 p.m. to 3:00 p.m. The purpose of this group is to provide guidance, advice, and additional knowledge necessary to prepare for Cisco Certifications and examinations.
- The second club which resides with the School of Information Technology is the Certification and Networking Club or CAN Program. The purpose of the CAN program is to provide opportunities to students in two dimensions, certification and networking. With regard to certifications two organizations are the focus: American Society of Quality (ASQ) and the Project Management Institute (PMI). Within the ASQ there are certifications regarding Six Sigma Black, Yellow and Green belts along with other certifications. The PMI offers certifications for the Project Management Professional (PMP) and other certifications. The goal is to help students understand a path to certification based on their interests. With regard to networking, guest speakers are invited to speak each quarter. For example, a recent meeting featured a District Manager from FedEx who was interviewed and provided several insightful aspects about the company. The students were invited to network with the speaker about current and future opportunities with FedEx.
- This club meets between trimesters to keep students involved and engaged in their academic progress. This program has been modified to include more discussion about Cisco Certifications with interviews from various networking engineers, many of whom are ITT Tech graduates living in the community.

### **3. Describe the school's programs or strategies to address student mental, emotional, and social development and health.**

The culture of the school is established through the school's mission statement and guidelines and rules. The administration will convey to the students acceptable behaviors that help provide a supportive, healthy environment for students. Engaging and fostering parental support is vital to the overall climate and success of the school. Students will receive support through a counselor who will be on staff to assist students with their academic programs, ensuring that they meet all course requirements and stay on track for graduation. The counselor will seek input and support from the parents as he or she works individually with those students who may struggle. A Plan of Study will be developed with the student to guide and help the student improve his study habits. The counselor will also be able to provide community resources

to those parents and students who may need mental or physical assistance, and career counseling is a focus.

**If applicable, describe any other student-focused activities and programs that are integral to your educational and student-development plans.**

### **Special Populations and At-Risk Students**

- 1. Summarize the school’s overall plan to serve students with special needs, including but not limited to those with Individualized Education Programs, students with Section 504 plans, English Language Learners, students identified as intellectually gifted, and students at risk of academic failure or dropping out. Identify the special populations and at-risk groups that the school expects to serve, whether through deliberate targeting or otherwise. [NOTE: Questions 2-5 in this section request more detail about how the school will serve each of these student categories. Your response to Question 1 should be a brief summary only.]**

The Early Career Academy will provide instructional accommodations for special populations and at-risk students. A certified teacher in special education will be on staff and will work closely with the counselor to identify and support those students who require assistance. The counselor will also work closely with parents in developing a plan designed to meet the individual needs of the student. ECA cannot fully plan for its student population until the enrollment process. It is then that the school can get an accurate count and determine which students need assistance and what type of assistance. Through the counseling department an assessment of needs will be done and a plan developed based upon psychological testing and academic assessment. Once the data has been collected and analyzed, an instructional plan for special needs, ELL, gifted and at-risk students can be designed to meet the individual needs. ECA will follow all state and federal laws to assist students with specials needs.

- 2. Explain how the school will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies and supports you will provide for students with mild, moderate, and severe disabilities, including:**

- a. How the school will identify students with special education needs.**

During the registration process, parents are asked to inform the school if their child receives services from a special education program. The school will then obtain the records for the child and, using this information, will be able to continue or modify (with parent approval) the necessary services upon a child’s enrollment in The Early Career Academy. The goal of the school is to make the transition to The Early Career Academy a smooth, efficient process. The counselor and the Special Education teacher, if applicable, will work together to monitor and assess the student’s progress and to make any needed changes to the education plan. In the event that there are special services required, the school will contract for these needed services.

- b. The specific, evidence-based instructional programs, practices, and strategies the school will employ to provide a continuum of services, ensure students’ access to the general education curriculum, and ensure academic success for students with special education needs.**

Once a student is enrolled in The Early Career Academy and a teacher or parent notifies the school of potential exceptional needs, the school will work with the Special Education teacher, counselor, parent, and classroom teachers to discuss the student’s performance (academic and behavioral) and then design an education plan to meet the needs of the student. ECA believes it is in the best interests of the student to be included with the general student population.

Accommodations will be made, with input from the parents and teachers, for those students with an IEP, 504 or severe disabilities. The school will use the inclusion model; however, each child's special needs will drive the decision for placement and services.

**c. How the school will regularly evaluate and monitor the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals set forth in the Individualized Education Program (IEP).**

The classroom teacher plays a vital role in the creation of educational plans that support student learning. It is the teacher who will actually implement this plan in the classroom. Thus, the teacher will collaborate with the Special Education teacher, track student-level data, and report on student progress. The information provided by the classroom teacher will inform data-driven decision-making for each student. Success will depend upon the cooperative working relationship between general education and special education staff. Communication and collaboration are keys to helping students achieve success.

**d. If applicable, the school's plan for promoting graduation for students with special education needs.**

Through the IEP and working with the parents and classroom teachers, every effort will be made to ensure that the student graduates. By tracking and monitoring the student's progress, differentiated instruction will be provided to insure graduation. Teachers will be given flexibility to design these individual classroom strategies.

**e. How the school will provide qualified staffing for students with special education needs.**

A certified Special Education teacher will be available to serve students with special education needs. Additional staff, if needed, will be hired, depending on the number of students who enroll with IEPs and 504s. Required services will be provided within the general education classroom (whenever possible). All required services that cannot be provided in-house will be contracted out to special education service providers.

**f. Provide examples from your existing network of schools of how you have adjusted the course scope and sequence, daily schedule, staffing plans, and/or support resources to meet the diverse needs of students at your existing schools.**

Not applicable

**3. Explain how the school will meet the needs of English Language Learner (ELL) students, including:**

**a. How the school will identify ELL students.**

During the registration process, parents will be asked to indicate their child's primary language or language most used. If the primary language is something other than English, the child will be tested for English Language Proficiency using the assessment recommended by the state of Indiana.

**b. The specific instructional programs, practices and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students.**

The Early Career Academy teachers will use ELL/TESOL instructional strategies to teach listening, reading, writing, and grammar.

**c. How the school will assess and monitor the progress and success of ELL students, including exiting students from ELL services.**

Expectations and accommodations for any at-risk or underserved student population will remain high. Success of ELL students, like those of other ECA students, will be measured by successful completion of coursework.

**d. How the school will provide qualified staffing for ELL students.**

ECA will hire an ELL certified teacher or train an ECA teacher for ELL students if the numbers warrant training or hiring.

**4. Explain how the school will identify and meet the learning needs of students who are performing below grade level and monitor their progress. Specify the programs, strategies and supports you will provide for these students.**

A Study Plan will be developed on an individual basis for each student performing below grade level. A counselor will monitor progress. Classroom teachers will provide progress reports on a regular basis so that a counselor can modify the Study Plan.

**5. Explain how the school will identify and meet the needs of intellectually gifted students, including:**

**a. The specific evidence-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.**

Those students identified as gifted will be given more challenging coursework. This coursework is already at college level for eleventh and twelfth grade students, but pacing may be increased. Gifted students will probably want to challenge themselves through the Core 40 with Technical Honors program, and any student who chooses this option will have faculty support.

**b. How the school will provide qualified staffing for intellectually gifted students.**

ITT Tech instructors will be staffing eleventh and twelfth grade classes in as many cases as possible. If needed, teachers may receive Advanced Placement or other training to enhance teaching, and all ECA teachers receive continual training each semester.

**c. How the school will assess and monitor the progress and success of intellectually gifted students.**

Students who can progress at a faster pace may move into advanced or additional coursework. Teachers will monitor completion of tasks to ensure challenge in all classes. Teachers will encourage participation in the Core 40 with Technical Honors track.

**Student Recruitment and Enrollment**

**1. Explain the plan for student recruitment and marketing that will provide equal access to any family interested in the new school.**

The Early Career Academy will not discriminate or restrict admissions based upon ability, race, ethnicity, sexual orientation, national origin, disability, gender, income level, or proficiency in English language. The school will advertise the open enrollment period via radio and television, through local schools, when possible, and on the school's website. Open Houses will be held to allow interested parents and students to tour the school and learn about the programs. In addition, packets of information will be provided for interested parents and students at Open Houses and on the school's website. In compliance with the Indiana Charter School Law, siblings may be given enrollment priority.

- 2. Provide, as Attachment 14, the school's Enrollment Policy, which should include the following:**
  - a. Any admission requirements, including an explanation of the purpose of any pre-admission activities for students or parents.**
  - b. Tentative dates for the application period, including enrollment deadlines and procedures, and an explanation of how the school will receive and process Intent to Enroll forms.**
  - c. Tentative lottery dates and procedures.**
  - d. Policies and procedures for student waiting lists, withdrawals, re-enrollment, and transfers.**

See attachment 14.

### **Student Discipline**

- 1. Describe the philosophy of student discipline that supports your school model, including procedures to ensure the integrity and authenticity of student work product and assessment scores.**

The Early Career Academy's educational opportunities are challenging and designed to meet the academic needs of motivated students. The discipline policies reflect the school's belief that if students are treated with respect, they will respond in a positive manner. The learning environment is unique because of its philosophical assumptions that, given the opportunity and expectations, individuals will act responsibly.

The Early Career Academy will provide an educational environment that is relevant, hands-on, and exciting. ECA will ensure that student learning is free of disruptions and no student(s) will be allowed to interfere with any student's educational rights. ECA will maintain a comprehensive set of student discipline policies including ECA School Rules and Guidelines, Anti-Bullying Policy, and Acceptable Use Policy (Attachment 12). These policies will be distributed and explained in a meeting with all students on the first day of school. These rules and policies will clearly describe the school's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits.

Students and parents must sign a statement verifying that they have received a copy of ECA Rules & Guidelines, Anti-Bullying Policy, and the Acceptable Use Policy. Students are responsible for returning the signed statement to the school where it will be kept on file.

All students will be treated fairly and with respect. Any student who engages in repeated violations of The Early Career Academy's behavioral or academic expectations, including expectations regarding integrity and authenticity of student work, will meet with the Director who may request the presence of the counselor, teacher(s) and the student's parent or guardian. This meeting may result in a specific, written agreement with the student outlining expectations for student conduct. The agreement may delineate timelines and the consequences for failure to meet expectations. Such consequences may include, but are

not limited to restitution, suspension or expulsion. Students who present an immediate threat to the health and safety of other students, to themselves, or the staff will be suspended, pending due process procedures.

- 2. Provide as Attachment 15 the school's discipline policy, which should include a summary of the following:**
  - a. Practices the school will use to promote good discipline in the school, including both penalties for infractions and incentives for positive behavior**
  - b. A preliminary list of the offenses for which students in the school must (where non-discretionary) and may (where discretionary) be suspended or expelled, respectively**
  - c. An explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings**
  - d. A description of the appeal process that the school will employ for students facing expulsion.**
  - e. How parents will be informed of the school's discipline policy.**

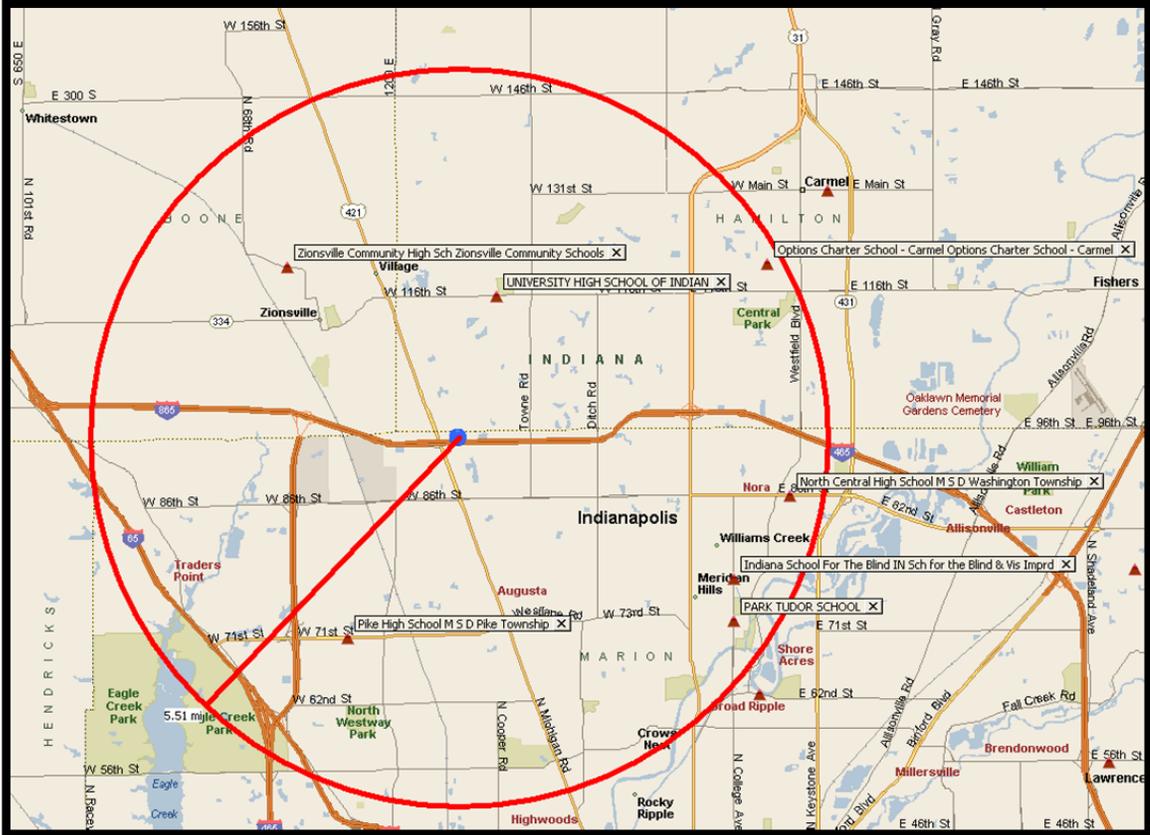
See Attachment 15

## Parents & Community

1. **What other school options exist in the targeted location for your proposed school(s)? In list or table format, please describe all other schools – traditional public, charter and/or private – in the immediate vicinity with the same or similar grade level configuration. In the list or table, please include the following information for each school: the most recent enrollment figures by grade level and the school’s 2011-2012 A-F Model (Public Law 221) letter grade as reported by the Indiana Department of Education (“IDOE”).**

There are currently seven high schools that have 11<sup>th</sup> and 12<sup>th</sup> grades in the immediate vicinity of the proposed Early Career Academy. The map and table below depict each schools location, the most recent enrollments by grade level, and all other pertinent data.

Map 1.1 High schools in the immediate vicinity of The Early Career Academy



**Table 1.1 High schools in the immediate vicinity of The Early Career Academy**

School name	Grade 11	Grade 12	Enrollment Year	2011-2012 A-F Model letter grade
Pike High School	772	644	2012	C
Park Tudor School	104	105	2011	A
Indiana School For The Blind	11	11	2012	F
Zionsville Community High School	456	449	2012	A
University High School of Indiana	37	65	2011	A

Options Charter School - Carmel	39	92	2012	F
North Central High School	853	866	2012	C

**2. What will be unique or compelling about the proposed school(s)? How have you determined that the proposed school(s) will have sufficient demand from student and families to meet enrollment projections?**

The only other high school that offers an associate’s degree program is Ben Davis University High School and the school has approximately 340 students in grades 10 through 12. It is open to all Wayne Township sophomores or approved out of district transfers who meet the admission requirements.. Given its limited pool from which to recruit students and its census we believe the demand for this type of program is significant. We also believe that other postsecondary institutions are unwilling to commit the resources necessary to make this type of charter high school possible and that will limit the supply. Strong student demand as observed at Ben Davis combined with only a single provider creates an ideal opportunity for this type of institution.

**3. Describe how you will engage parents in the life of the school, starting from the time that the school is approved. How will the school build family-school partnerships to strengthen support for learning and encourage parental involvement? Describe any commitments or volunteer activities the school will seek or offer to parents.**

The Early Career Academy will offer parents opportunities to tutor and volunteer. An up-to-date website will allow parent’s access to daily bulletins and announcements, student grades, graduation requirements, and materials relevant to school-parent partnership. Research indicates that when parents are involved in students’ education, students have higher grades, test scores and graduation rates as well as better attendance, increased motivation and self-esteem; they have lower rates of suspension, decreased use of drugs and alcohol, and fewer instances of violent behavior. Family participation in education is twice as predictive of academic success as socio-economic status according to recent studies.

**4. What community resources will be available to students and parents? Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Describe any fee-based or in-kind commitments from community organizations or individuals that would enrich student learning opportunities.**

The Early Career Academy will benefit significantly from the relationship with ESI by being located inside the ITT Tech campus. The current ITT Tech students are likely to tell their families and communities about the charter high school. The campus has been in the same location since the 1981 and is currently owned by ESI. The buildings prime location with exposure on a major expressway will provide significant community exposure to the school. The ITT Tech campus has a list of companies of all sizes that have either hired a graduate of an Information Technology program or were active on the Program Advisory Committee for the School of Information Technology at the campus. Some of companies provide various services to the campus including attending career fairs, hiring graduates, providing Student Professional Experience opportunities, informing the school about program content, labs and current industry practices. They are also a source of adjunct faculty, guest speakers and field trips all of which serve to enrich the student’s experience.

**5. Provide, as Attachment 16, evidence of demand from the community and support from community partners, which may include letters of intent and/or memoranda of understanding,**

**and should specify the resources to be committed or contributed from the partner, as applicable.**

ESI, the ESP, is contributing significant resources to the charter school. Additionally, a survey was sent to employers of graduates of The School of Information Technology at the ITT Tech Indianapolis campus where the charter school would be located to determine their level of support for a charter high school located in the ITT Tech campus. The responses to the survey were positive and some participants indicated that they were willing to speak at the school regarding career opportunities at their company or in their field of expertise. Some survey participants indicated that they would host field trips for students to their place of business. The results are in attachment 16.

**Performance Management**

**To assist the ICSB in its evaluation of the education plan described in this application, please address the following questions.**

- 1. Each school authorized by the ICSB will be evaluated according to a consistent set of indicators and measures as described in the ICSB Accountability System, which is posted on the ICSB website. Apart from these indicators and measures, what other goals will students at the school be expected to achieve? NOTE: Goals must be specific and measurable, and must include a timeline by which the school will determine whether or not students have successfully achieved these goals.**

These are initial benchmarks and should be adjusted to reflect the students attracted to the school.

<b>Measure</b>	<b>Goal</b>	<b>Time Frame</b>
Student Professional Experiences	80% of students who enrolled in 11 <sup>th</sup> grade with 9 <sup>th</sup> and 10 <sup>th</sup> grade Core 40 sequence completed and completing all trimesters with ECA	Before achieving an associate’s degree
Associate’s Degree	80% of students who enrolled in 11 <sup>th</sup> grade with 9 <sup>th</sup> and 10 <sup>th</sup> grade Core 40 sequence completed and completing all trimesters with ECA	At the completion of the 6 <sup>th</sup> trimester with ECA
Some college credit	75% of students	After at least two trimesters of attendance
High School graduation	80% of students who enrolled that have the Core 40 sequence completed up to the point of enrollment	After completing required coursework

- 2. In addition to mandatory state assessment and testing requirements (ISTEP+, IREAD-3, IMAST, ISTAR, and ECA, as applicable), identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (e.g., DIBELS, Acuity, TABE).**

Not Applicable

**3. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.**

The information systems for The Early Career Academy will be obtained from the ESP and will include the following products and processes. The primary student information system is Microsoft Dynamics S3 and student grade information is collected using Pinnacle Gradebook. The data is integrated in a data warehouse environment. Ad-hoc, dashboards and burst reports are created using IBM's Cognos Business Intelligence tool. Faculty receive regular reports regarding the courses they are teaching. The Executive Director receives regular reports regarding all faculty as well as other school performance metrics as needed based on the annual objectives and school initiatives. The Executive Director can pull ad-hoc reports using the Cognos tool.

The ePortfolio software system is used to collect student work. The ePortfolio is an electronic portfolio available to students, faculty and career services staff. Students are to store their portfolio assignments from each course in their ePortfolio. Faculty are to grade the portfolio assignments based upon only what is displayed in the students' ePortfolios with respect to portfolio assignments. Career Services staff will also review student portfolios to assist each student with seeking employment.

Student information is collected by faculty through the life cycle of the student starting from their initial interest in the school and continuing through his/her academic life, and ultimately ending in an alumni database. School staff adds to student information as they work with the students.

The following data is collected and used for both formative and summative assessment of student learning.

- All graded exams (unit level, mid-term, final) and graded projects and papers
- Capstone rubric data to assess program level learning outcomes
- Student Professional Experience outcomes
- Students collect work in a portfolio as evidence of their abilities
- Employment – job title, firm, starting salary

Each item is used to inform and improve student learning and success through various improvement processes involving the various aspects of curriculum and academic delivery including the following:

- The manner faculty deliver material in the classroom
- The identification of development and mentoring opportunities for faculty
- The content and design of new curriculum
- The revision of existing curriculum
- The program learning objectives

**4. Describe the information system the school will use to manage student performance data. Identify the staff member(s) who will be responsible for warehousing the data, interpreting the data for classroom teachers, and leading or coordinating professional development to improve student achievement.**

The Information Technology staff of the ESP will manage and maintain the data system. The system is used for over 60,000 active students and is maintained by a professional staff, including an Executive Vice President and Chief Technology Officer.

The ESP has a Director of Assessment that can assist faculty with reviewing student performance data if needed. Ongoing faculty development activities will include the use and review of student data to inform change and to assist faculty in determining if students are achieving learning outcomes at both the course level and program level. The Executive Director is in charge of faculty development. All ECA faculty will have access to ITT Tech faculty development materials, seminars and in-service meetings as appropriate to meet their faculty development plan for the year.

**5. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.**

High school teachers who teach content areas coming in to this higher education environment, will be immediately trained on the information systems. Areas of training will concentrate on the academic dashboard/student management systems, integration of the Core 40 curriculum with associate degree courses, as well as the day-to-day operations of a school.

The school leadership team will also require teachers and staff to submit a weekly report to them that asks three basic, but important, questions:

1. What went well during the week, academically and operationally?
2. What did not go well during the week, academically and operationally and what suggestions do you have to make improvements?
3. What can the leadership do to further support you and improve the school academically and operationally?

As the school leadership team reviews the input from their faculty and staff on a weekly basis, this process allows for a proactive approach to respond to issues and successes within the school. In addition, as referenced above, this starts to build a climate and culture centered on continuous improvement.

**6. Describe the corrective actions the organization will take if the school falls short of student academic achievement expectations or goals as established by the ICSB and the Indiana Department of Education. Explain what would trigger such corrective actions and who would be responsible for implementing them.**

ECA's goal is successful graduation, both with a Core 40 diploma and an associate's degree, and teachers, tutors and counselors will implement corrective action at any time a student shows signs of needing intervention. The complete resources of both ECA and ITT Tech will be available.

The Administration of Early Career Academy will monitor student progress, and with help from teachers and counselors will put remediation or support into place. Success of the Early Career Academy is measured by objective benchmarks of course completion, culminating in an associate's degree. If students do not complete requirements in the six quarters allotted, ITT Tech has in place night and summer school classes to insure that expectations of degree completion can be met. Students will work with teachers, tutors, Career Academy Specialists, and counselors to address and correct deficiencies.

Should a student enter The Early Career Academy without having successfully completed End of Course Assessments in English and math, teachers will address End of Course Assessment as well as any Core 40 deficiencies through learning materials, both within the school and online. Acuity tests can be administered to determine specific deficiencies.

The ECA Board of Directors will meet with the ESP and the Executive Director on a regular basis to evaluate school performance and institute any changes needed, including but not limited to staffing or curriculum delivery.

**SECTION III: IMPLEMENTATION PLAN**

**Human Capital**

**Network-wide Staffing**

Complete the following table indicating your projected staffing needs for the entire network over the next five years. Include full-time staff and contract support that serves the network 50% or more. Please adjust school types, and staff functions and titles as needed to reflect your network’s organizational plans.

The ESP, ESI has a shared services approach to operating the network of schools. The shared services group includes subject matter experts in each area of school operations and infrastructure. Each department of the shared services organization will be involved in supporting the charter school, however, only the individuals that will devote 50% or more of their time are listed below under the Management Organization positions.

	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools	0	0	0	0	0
Number of middle schools	0	0	0	0	0
Number of high schools	1	0	0	0	0
<b>Total schools</b>	1	1	1	1	1
Student enrollment	80	149	191	230	249
<b>Management Organization Positions</b>					
Charter School Division Executive	1	1	1	1	1
Academic Analyst		1	1	1	1
<b>Total back-office FTEs</b>	1	2	2	2	2
<b>High School Staff</b>					
Principals	1	1	1	1	1
Guidance Counselor	1	1	1	1	1
Classroom Teachers (Core Subjects)	3	4	4	5	5
Classroom Teachers (Specials)*	TBD	TBD	TBD	TBD	TBD
Adjunct Teachers	0	0	4	3.3	6

	Year 1	Year 2	Year 3	Year 4	Year 5
Teacher Aides and Assistants	1.5	2.8	3.5	4.2	4.5
School Operations Support Staff – Admin assistant and SST	2	2	2	2	2
<b>Total FTEs at high schools</b>	8.5	10.8	15.5	16.5	19.5
<b>Total Network FTEs</b>	9.5	12.8	17.5	18.5	21.5

\*Special Education teachers will be hired based on student need

### School Leadership & Staff Hiring, Management and Evaluation

**1. If the organization is applying for more than one charter, explain your process and timeline for developing or identifying leaders across each of your Indiana schools. How does this process align with the 5-Year Growth projections described in the business plan? Who will lead this process? How much will it cost?**

Not applicable

**2. Describe your strategy and timeline for recruiting and hiring teachers across the network. Explain key selection criteria and any special considerations relevant to your school design. What key partnerships will support staff hiring? Identify known sources from which you will recruit teachers.**

ITT Tech teachers will play a key role in filling the teaching positions. Existing faculty will be available to teach courses for The Early Career Academy. The school has been at the same location since 1981 and attracts faculty that have an interest and expertise at teaching technology related content. Additional teachers will be attracted to the innovative approach that the school is taking.

Indiana is presently a leading state for choices for, public, charter, voucher and private schools. As we concentrate on the management team we anticipate that they will have teachers that will recruit to this school.

As we focus on the expansion of our schools throughout the state based on the factors above, we're confident that we can identify, hire and retain teachers in all of our communities where we will be located.

**3. Describe the staffing plan (e.g., leadership, instructional, and support roles; reporting relationships; and accountability for student outcomes) your network will use to ensure that every student at each school has access to excellent teaching? Will the staffing model incorporate technologies, new roles for teachers and other staff, or innovative instructional techniques toward that end? If yes, how?**

Please see Leadership and Management Team section for the roles of the faculty and staff. There are several safeguards in place to support each student's academic plan. Career Academy Counselors will not only be responsible for working with each student's academic plan but also be a liaison for their students working with teachers. An important resource will also be our learning management system that tracks

progress, attendance and the performance of each student that will be monitored by the student, teacher and Academic Career Counselor.

**4. Explain how – and how frequently – the school/network will evaluate the performance of the school leader and teachers. What key elements will drive evaluations, and who will conduct them?**

The Board and ESP will constantly evaluate the school leader. A primary responsibility of the Executive Director will be to evaluate the teacher effectiveness and student learning. In addition, the Executive Director will be evaluated in the following areas:

- Communication to all stakeholders (Student, Staff, Parent & Board)
- School Climate, Culture and Professional Development
- Student Assessment and Instruction
- School and Personal professional goals

**5. Explain how the school/network would handle unsatisfactory leadership or teacher performance, as well as leadership/teacher changes and turnover. How will the school/network identify and address development needs or concerns?**

In a charter school environment it is important to measure progress and respond to and improve any deficiencies that focus on targeted goals. For faculty and staff, performing below the standards expected, the staff member will be placed on a performance improvement plan. The time period will be specified in the improvement plan along with targeted improvement. If a member of the staff, which includes the Executive Director, is not responsive nor accomplishes the targeted benchmarks the staff member would be placed on either another probationary period or terminated from their position.

Evaluations for teachers and staff will be the responsibility of the Executive Director. The evaluations will be based on classroom observations, student achievement, and parent surveys.

The Board of Directors will evaluate the Executive Director twice a year in January and June in the areas referenced above.

**6. Provide an overview of the organization’s compensation system (including benefits) and how this aligns with the performance evaluation process. For legislative requirements regarding employee benefits, see for example the following: IC § 20-24-6-7.**

Salary and benefits will be competitive with the region the school is located. The ESP will hire staff and faculty and has a long history of being competitive in the market to attract required staff and faculty since 1981. The school will comply with IC § 20-24-6-7.

**Professional Development**

Describe the professional development that will be offered to school leadership and teaching staff. This description should explain how professional development for the faculty will support the education program and build capacity to improve student achievement, and should include the following:

**1. Describe how school leaders will be supported and developed throughout the year.**

For support, the Executive Director, will become a member of the Indiana and National Public Charter School Associations. Being a member of both organizations will provide additional opportunities for professional development of the school leader as well as provide a network of peers to learn best practices.

**2. Provide a schedule and explanation of professional development that will take place prior to school opening. Explain what will be covered during this induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods.**

A critical part of professional development begins at the outset of every charter school with the hiring of the teachers and the experiences, i.e. training, that comes with each teacher. An important first step is in the identification of new teachers who are vested in the educational philosophy and pedagogy of ECA. A part of the induction process for each teacher hired is to determine what they know and what they need to know. Based on the skillsets of this new faculty a more specific professional development calendar will be designed. Through this process internal teacher leaders will be identified who can support the trainings. The most important concentration of professional development will be in the curriculum and instruction and making program adjustments from the beginning to the end of the first calendar year. Our trimester calendar will also increase the number of opportunities to analyze achievement data that drives our professional development as well.

**Professional Development Timeline of Events**

June:

- Identification of the Executive Director
- Hiring High School Counselor/Dean
- ITT On-Boarding of Executive Director/High School Counselor
- Development and Review of Board Policies & Procedures
- Posting of Teacher Positions where applicable

July:

- Teacher Hiring and Professional Development Inventory
- ITT On-Boarding and Trainings on Learning Management Systems (LMS)
- Teacher Curriculum and Instructional Design Meetings
- ITT Curriculum Content and Instructional Integration Trainings

August:

- Teambuilding of All Faculty and Staff
  - i. Mission, Vision and School Execution
  - ii. Strategies for Increasing Student and Parent Engagement
  - iii. \*Teacher-led Professional Development Coordination for the Year
  - iv. Professional Learning Committees, such as Climate/Culture, Professional Development, Assessment, Student/Parent Engagement, etc.
  - v. Student Data Checkpoints Determined
- Executive Functioning and Social and Emotional Learning Training
- ITT Tech Additional Trainings on Dashboard/LMS Data Warehousing and Usage

September:

- \*Weekly Reflections and Review

October – May:

- Continued Executive Functioning and Social and Emotional Learning Training
- \*Professional Development (driven by the weekly reflections and pre-year teacher identified areas of development)

June:

- Student and Parent Surveys Developments

**3. Include the expected number of days/hours for professional development throughout the school year and explain how the school’s calendar, weekly schedule, and staffing plan will be structured to accommodate this plan. Explain how professional development will be aligned with the interim assessment process and adjusted during the year to address areas of need that are identified.**

As referenced above, the trimester calendar will allow time periods to evaluate student data. During the course of the year teachers will have the following days to concentrate on curriculum and instruction based on student success or lack thereof.

Fall Break Organizational and Academic Review	November 7, 8	12 hours
Spring Break Organization and Academic Review	March 17, 18	12 hours
End of Year Organization and Academic Review	June 30, July 1, 2	18 hours

In addition teachers will meet formally and informally throughout each week at a minimum of an hour per week to discuss student progress, concerns and interventions. The total amount of time for the year is approximately: 33 hours.

**4. Explain how the professional development program will be evaluated – at both the school and network levels – to assess its effectiveness and success.**

The school leadership team will also require of teachers and staff to submit a weekly report that asks three basic, but important, questions:

- What went well during the week, academically and operationally?
- What did not go well during the week, academically and operationally, and what suggestions do you have to make improvements?
- What can the leadership do to further support you and improve the school academically and operationally?

As the school leadership team reviews the input from their faculty and staff on a weekly basis, this process allows for a proactive approach to respond to issues and successes within the school. In addition, as referenced above, this starts to build a climate and culture centered on continuous improvement.

## Start-Up & Operations

- **Start-Up Plan.** Provide, as **Attachment 17**, a detailed start-up plan for the period leading up to the first day of student attendance for the first proposed school described in the application (or schools, if the organization intends to open more than one school in Year 1). **NOTE: Limit attachment to ten (10) pages.**
  - a. The Start-Up Plan must indicate the targeted first day (month, day, year) of student attendance.
  - b. The Start-Up Plan must specify planning tasks by month, and responsible individuals.

See attachment 17

- **Start-Up Staffing and Costs.** Complete the Start-Up (Year 0) Budget and Staffing worksheets in the Budget and Staffing Workbook (**be sure to complete all pages in the Budget and Staffing Workbook, and provide as Attachment 19**).

See attachment 19

- **Transportation.** **If the school will provide transportation, describe the transportation arrangements for prospective students. In addition to daily transportation needs, describe how the school plans to meet transportation needs for field trips and athletic events. Describe how the school will comply with the federal McKinney-Vento Homeless Assistance Act, 42 USC 11431, for homeless students, as well as the Individuals with Disabilities Education Act and 511 IAC 7-43-1(u), if applicable.**

The school is enrolling 11<sup>th</sup> and 12<sup>th</sup> graders. Students will be responsible for providing their own transportation. In the event a class is taken on a field trip ECA will attempt to partner with another school system to provide bus service. If ECA is unable to make those arrangements a private charter company will be utilized. To comply with McKinney-Vento Homeless Assistance Act and the Individuals with Disabilities Education Act ECA will provide public bus passes at no cost to the students.

- **Safety and Security.** **Provide the school plan for safety and security for students, the facility, and property. Explain the types of security personnel, technology, equipment, and policies that the school will employ.**

The security of our students and staff is very important. The school will have its' own student parking area and separate entrance at the southeast corner of the building. Traffic flow for drop-off and pick-up of students will be circled around the building and supervised daily by personnel.

All students are required to remain on campus during school hours unless they are excused for work study, internships and/or special projects. Students will enter the outer door and proceed up the stairs to the second floor. Students with disabilities will enter through the ITT Tech administration doors at the southwest entrance to gain access to the elevator to the second floor. All second floor doors will be secured during the school day and only accessible by school personnel or ITT Tech staff. Visitors and/or parents will be required to check in on the second floor reception/administrative area. Staff will be required to wear name tags and students will either be identified by school identification/tags and/or school shirts.

At this time we are not envisioning security personnel on site during the day. Once enrollment has been completed and we observe the number of students being dropped off at school, it may be necessary to have security to direct traffic for the start and end of each day.

The school will abide by state requirements to conduct and document fire, tornado, earthquake, lock down and containment drills throughout the year.

- **Insurance Coverage.** Charter schools authorized by the Indiana Charter School Board will be required to indemnify the Indiana Charter School Board, the Indiana Department of Education, any related entities, and their respective members, officers, employees, officials and agents. In addition, charter schools must obtain liability insurance coverage naming the Indiana Charter School Board and the Indiana Department of Education as Additional Insured on a primary basis. The applicant should provide, as Attachment 18, an estimate from an insurance agent/broker for insurance coverage that aligns with ICSB insurance requirements. A copy of these requirements is posted on the ICSB website under For Schools: <http://www.in.gov/icsb/2441.htm>.

See attachment 18

## Facility Plan

1. If you are in the process of identifying a facility, describe with as much detail as possible your plan for identifying a target location, any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, financing, etc. Charter school facilities must comply with state and local health and safety requirements as described in IC § 20-26-7, 20-24, and as required by the Indiana State Department of Health, Office of the State Fire Marshall, Department of Public Works, and the corresponding local agencies. In addition, charter school applicants must be prepared to follow applicable city or town planning review procedures. Describe the organization's capacity and experience in managing these strategies, including managing build-out and/or renovations. Detail the specific interactions the applicant group has had with state and local agencies to determine whether the identified facilities are suitable and affordable. Explain the inputs, including specific sources of information, the applicant group has used to project all facility related costs. These inputs should be reflected in the facility related expenses included in the 5-Year Budget.

Not applicable

2. If you have already identified a facility, or plan to locate the new school within a facility currently owned or leased by the applicant, please indicate the street address and applicable school district. Describe the facility, including whether it is new construction, part of an existing public or private school building, or part of another type of facility. Provide a detailed list of any anticipated construction or renovation costs (these should be described in the budget narrative and reflected in the budget). If possible, provide a layout and description of the proposed facility. Include the number and size of classrooms, common areas, recreational space, any community facilities, and any residential facilities. Explain how the facility will meet the needs of any students who are physically challenged.

The facility is located at 9511 Angola Court, Indianapolis, IN 46268 and has been an ITT Tech campus since 1981 and will house The Early Career Academy. The campus has 18 theory classrooms, 9 computer labs, 1 science lab as well as other labs for a total of 32 classrooms. The building meets the needs of students who are physically challenged.

## Budget & Finance

- 1. Describe the systems and processes by which the organization will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school. What financial controls will be in place at the network and school levels to ensure long-term financial viability?**

As specified in the proposed agreement for Educational Products and Services (attachment 8), ESI will provide deficit protection to ensure long-term financial viability of the Early Career Academy. Accounting and bookkeeping services will be contracted by the school with a third party (Bookkeeping Plus, Inc. or similar service provider) to reasonably assure appropriate reporting and accounting for public monies.

Applicable financial controls will be put in place by the EMO, in collaboration with the school's bookkeeping service provider and the charter school's board. Audit services will also be contracted by the school.

ESI will provide treasury and accounting reports to the extent not provided by the third-party bookkeeping firm engaged by the Charter School Board for all ESI activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School or Charter School Board.

Ongoing monitoring of financial management for the Early Career Academy will be a responsibility of the Executive Director and the Charter School Board.

- 2. Provide, as Attachment 19, a detailed 5-Year Pro-Forma Budget for the organization at the network level AND for each school described in the application. Applicants proposing to operate a network of schools must provide a network-level budget (no template is provided). Applicants must also complete the Budget and Staffing Workbook Template (all worksheets) for each proposed school. If the school-level budget will be approximately the same for each school described in the application, state so clearly and submit a completed Budget and Staffing Workbook for one school only. *NOTE: There is no page limit for this attachment.***

See attachment 19

- 3. Provide, as Attachment 20, a detailed budget narrative that provides a high-level summary of the budget and how the budget aligns with the 5-Year business plan. *NOTE: Limit attachment to five (5) pages.* The budget narrative should clearly describe assumptions and revenue estimates, including but not limited to the basis for Per-Pupil Revenue projections, staffing levels, facilities expenses, and technology costs. The narrative should specifically address the degree to which the network and school budget will rely on variable income (e.g., grants, donations, fundraising). Please address the following when completing the pro-forma budget and the budget narrative:**
  - a. What is the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than the estimated budget?**
  - b. Explain how the school will ensure it has sufficient funds to cover all anticipated expenses, including but not limited to: (a) start-up costs, (b) any special education costs incurred, (c)**

**any transportation costs necessary to ensure the school will be accessible for all enrolled students, and (d) required retirement plan contributions.**

See attachment 20

## **SECTION IV: INNOVATION (IF APPLICABLE)**

### **Foundations of Innovation**

The Early Career Academy model has high school students taking college courses that meet both the Core 40 standards and the requirements of an associate's degree program in a career oriented field. The courses in the field of study begin in the students first trimester in the program. This early and consistent immersion in a focused area of study captivates students. They see a purpose to their educational program beyond just a high school diploma. They begin to develop an understanding of what working in the field will be like and by the fourth trimester they are working on a project with real-world applicability in their Student Professional Experience (SPE). The SPE applies prior learning and creates new ways to learn by completing a project with a team of other students. Additional, more advanced course work follows. In the last trimester the student has a Capstone course where they engage in a project that allows them to synthesize the programs key concepts. Here faculty assess program level student learning. Throughout the program students collect work in an ePortfolio and create tangible work product to demonstrate both knowledge and abilities to potential employers.

### **Description of Innovation(s)**

**Describe proposed innovation(s) in one or more of the following categories. For each applicable category, explain how the proposed school design and/or implementation plan will address the key elements listed below.**

The programs of study are designed with the end in mind: the ability to apply a body of knowledge in a technology based profession that will provide long-term career growth for the graduate. To accomplish these objectives students must learn and apply critical thinking and problem solving, written and oral communication, working on a team and applying technical skills to real-world problems. Students must also become life-long learners; as the world of technology changes, workers must learn new skills. Today's employers demand these skills and actively seek them in entry-level, professional workers.

Providing the opportunity to achieve these outcomes to 11<sup>th</sup> and 12<sup>th</sup> grade students in innovative, especially to students that would not normally have such an opportunity because of the community in which they reside.

To achieve this objective the program of study begins with courses in the student's field of study which engage the student's natural curiosity and begins the immediate immersion into the body of knowledge which compelled the student to enroll. Additionally, the first trimester course load includes Problem Solving Theory and Strategies for the Technical Professional which provides students with tools and techniques used to solve problems and learn how to critically think. This theme of core technology courses combined with general education courses that require students to read, write, and apply problem solving and critical thinking skills continues until graduation.

Student learning is assessed using traditional techniques like tests and projects. Additionally further development and assessment takes place with the Student Professional Experience which requires demonstration of the application of the body of knowledge to solve real world problems in a team environment. Lastly, the Capstone course is designed for students to tie together and apply what they have learned as a way to assess program level learning outcomes. Student success in employment post-graduation is gauged using employer survey feedback.

## SECTION V: PORTFOLIO REVIEW & PERFORMANCE RECORD

The ICSB will base qualification decisions, in substantial part, on the organization's past performance. Provide the following information about all schools operated by the organization, including any ESP partner. The ICSB may request additional information from applicants at any time during the review process.

Not applicable

1. **As Attachment 21, provide a summary of every school in the organization's portfolio.**

Not applicable

2. **Select one or more of the consistently high-performing schools that the organization operates**

No applicable

3. **Select one or more of the organization's schools whose performance is relatively low**

Not applicable

4. **For all schools operating in the State of Indiana, provide the following as Attachment 22**

Not applicable

5. **For the organization as a whole and any related business entities, provide the following as Attachment 23: (a) the last three years of audited financial statements and management letters; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011). Be sure that the ESP/CMO level and the overall operations are distinctly represented. NOTE: There is no page limit for this attachment.**

See attachment 23

6. **List any contracts with charter schools that have been terminated**

Not applicable

7. **List any and all charter revocations**

Not applicable

8. **Explain any performance deficiencies or compliance violations**

Not applicable

9. **Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. Provide the following as Attachment 24: summary of the following information: (a) the demand, (b) any response to the demand, and (c) the results of the arbitration or litigation. NOTE: Limit attachment to ten (10) pages.** Not applicable

## **FINAL APPLICATION SUBMISSION REQUIREMENT**

As **Attachment 25**, attach one PDF file that contains all application components, including the Proposal Overview and Enrollment Projections Template, the Proposal Narrative, and all required Attachments. This PDF file will be posted on the ICSB website as required under Indiana law and in accordance with ICSB policy. Therefore, please be certain that this attachment contains no confidential personal information. In addition, please adhere with the guidelines provided under the Notice of Disclosure section on page 6 of this RFP for any other information considered confidential.

See attachment 25

## **EXHIBITS**

- Charter School Board Member Information Form – see attachment 6
- Statement of Assurances – see attachment 5

# Founding Group Resumes

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## Attachment 1

The Early Career Academy

**March 15, 2013**

## **Dr. Gary Carlson**

Founder/President gCarlson-Inc.

Dr. Carlson has had over 42 years of experience in the academic field. He started with his first teaching job working with incarcerated youth age 18 and younger. Later he was teaching at the high school level and coaching football, basketball and track in Omaha, Nebraska. In 1970, he became the first special education teacher in a Jr. High School in Omaha. His love for special education and the challenges in the public schools with the integration of youth into the public schools created an opportunity for him to be Supervisor for Special Education with Omaha Public Schools District. Later he would become a Director of Special Education for 33 school districts in Iowa. After five years he accepted the challenge of running a school at a children's home and became their main fund raiser.

In 1990, Dr. Carlson became a Campus Director for a business college in Lincoln, Nebraska. Most recently Dr. Gary Carlson was the very first Vice President for Academic Affairs for ITT Technical Institute in the corporate office in Indianapolis, Indiana. He was responsible for academic administration and academic leadership for 127 colleges. After 14 years with ITT Technical Institute he retired. Within a short period of time he started gCarlson Inc. a consulting company for higher education colleges and universities.

During the past 42 years Dr. Carlson has been President for a school board, President for the State of Nebraska Council for Exceptional Children, served on many APSCU committees, has worked with ACICS for 21 years as an evaluator, committee member, Commissioner and currently Chair for ACICS. Dr. Carlson has continued to participate in teaching by working at Creighton University, online teaching and training faculty across the United States.

Dr. Carlson received both his Bachelor of Science in Secondary Education and Master of Science in Special Education from Nebraska University in Omaha, NE. He received his Doctorate in Education Administration, Curriculum and Instruction from Nebraska in Lincoln, NE.

### **Specialties:**

- Faculty Development
- Faculty Performance Measures
- Student Customer Services
- Student Success
- Academic reorganization
- Student Retention
- Career Services
- Student Attendance
- Instruction methods and materials

## **Howard Block**

Owner/Director of National Technology Transfer

Howard Block continues to focus his professional lens on the struggle that exists between making money and making good in education. He believes that a successful future in education rests with this precarious yet vibrant relationship.

Dr. Block's public commentary about education began in earnest on Wall Street in 1997 when he joined a boutique investment bank (Robertson Stephens) in San Francisco. Howard established the firm's research practice in education services, and he quickly garnered recognition as a member of Institutional Investor's (II) All-America Research Team. Howard's reputation grew on Wall Street when he joined Bank of America (formerly Montgomery Securities) where he garnered recognition, including several years on the Institutional Investor All America Research Team.

Howard was distinguished on Wall Street as the only analyst in the sector with a doctorate in education policy. This unique academic background, which he attained at Stanford University, empowered him to effectively evaluate the politicized and emerging nexus between business and education. Howard established a reputation as an original, independent, critical and creative thinker, often shedding light on issues that were not well understood by his audience – money managers, advisors, business managers and the broader public.

Howard published seminal work on e-learning, Internet-based advertising and gainful employment. His perspective on postsecondary education can be gleaned in a review of his testimony before Secretary Spellings Commission on the Future of Higher Education.

Since leaving Bank of America, Dr. Block has worked as a strategic advisor to postsecondary education companies. And, since being freed from various constraints imposed while a Wall Street analyst, he has been invited to sit on the boards of several companies. In 2009, Dr. Block became an owner-operator of National Technology Transfer (NTT), an industrial training company based in Denver. His involvement with NTT came to a very successful close in 2012 when NTT was sold to ECPI University.

## **David Daniels**

President Pearson Education –Indianapolis, Integrated Solutions  
1995 – Present

David Daniels graduated from Indiana University Bloomington with a degree in Radio and Television. Since joining Pearson in November 1995, David manages a team consisting of learning designers, assessment specialists, project managers, and a business development group specializing in building online and F2F (face to face) courses and curriculum. Under David's leadership Pearson has won 3 CODIE awards for its flagship courseware line, CourseConnect.

His team's primary target is post-secondary institutions, but the team also works in the K-12, government, and corporate markets.

He serves on board of Pearson's CTI School in the Republic of South Africa, has served as President of his Parish School Commission, advised and provided assistance to a local Charter School and has been an advisor to many educational tech startups.

David is happily married and the Father of 2 boys and a daughter, Jacob 16, Zachary 14 and Kendall 10. In his free time he coaches various CYO sports, and volunteers at his local parish

## **David Mann**

Co-Founder/Managing Partner Spring Mill Venture Partners

David Mann is a venture capitalist and entrepreneurial leader whose background includes general management, operations, and investment experience. Currently, he is a Managing Partner and co-Founder of Spring Mill Venture Partners, a venture capital firm focused on early-stage information technology and life sciences investments. He serves on the Board of Directors of BioStorage Technologies and WebLink International and as a board observer at PerfectServe and Scale Computing.

Previously, David worked with ServiceMaster Ventures, a corporate venture capital group. While there, David's principal focus was as a founding member of the ServiceMaster Home Service Center, a joint venture between Kleiner Perkins Caufield & Byers and ServiceMaster, in which he held operations and sales roles in the organization. Earlier, he served as assistant to the chief executive officer of Invesco while a summer associate.

David began his career as an officer in the United States Navy. He was selected as a White House liaison assigned to the staff of the Secretary of the Navy. He coordinated a variety of special projects and addressed Navy policy and administrative issues on behalf of the President of the United States and the Secretary of the Navy. Earlier, David held various general management positions in information systems as well as operations and logistics on board a nuclear guided missile cruiser. His military awards include the Navy Commendation Medal and Navy Achievement Medal with Gold Star.

David serves as an adjunct faculty member at Indiana University, Kelley School of Business where he launched and teaches the Venture Capital & Entrepreneurial Finance course in the M.B.A. program (Indianapolis). He has also served as a guest lecturer at Purdue University, Krannert School of Management and Notre Dame, Mendoza College of Business. In addition, he is a former President of the Venture Club of Indiana, former Board Director of the TechPoint Political Action Committee, and currently serves as Board Chair of KIPP Indianapolis, on the Board of Directors of AIT Laboratories and HVAF (Helping Homeless Veterans and Families) of Indiana, and on the Board of Advisors of the Marian University School of Business, Pellegrino & Associates, Purdue Emerging Innovations Fund, and SproutBox. He also serves on the Dean's Advisory Council at the Indiana University School of Informatics and Computing, Naval Academy Nomination Committee for a United States Representative, and he is a member of the Lacy Leadership Association.

David has been named as one of the "Forty under 40" by the Indianapolis Business Journal and was recognized as Indy's "Best and Brightest" by Junior Achievement and KPMG. He was a Finalist for the Inspire Award: The Power of Mentoring. In 2005, David was invited to participate in the Young Leaders Conference organized by the Council for the United States and Italy. In 2003, he was selected by the American Council on Germany as a member of the United States delegation of "Young Leaders." He has been inducted into the Saint Xavier Alumni Hall of Honors (formally the Saint Xavier Athletic Hall of Fame). He has also been recognized with the Beyond Z Award for his contributions to KIPP.

David received his Master in Business Administration from the Harvard Business School and his Bachelor of Science from the United States Naval Academy at Annapolis. An avid sports enthusiast, he has completed the Bataan Memorial Death March, summited Mount Rainier and Half Dome, completed the Marine Corps Marathon, finished the Frontier Adventure Race, rafted the New River, driven a racecar over 150 miles per hour, hot-air ballooned across the Arizona desert, and snowmobiled the trails of Vermont. He is married with two children.

# David E. Catalano

1035 Princeton Gate  
Carmel, IN 46032

317 428-8105  
catalano.wealth@gmail.com

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Two decades of demonstrated ability to execute. Unique ability to identify strategic opportunities based on market research and operational capabilities creating competitive advantage in both private and public companies. Hands-on approach to driving existing and new market growth opportunities including establishing relationships with strategic partners and managing day-to-day execution of multiple business areas. Keen financial acumen capable of analyzing strategic and operational fit of market opportunities with extensive experience operating in highly regulated markets.

## Leadership & Executive Management

- Execution oriented, data driven executive experienced in developing and executing plans
- Capable and experienced at holding teams and staff accountable to predefined objectives
- Detail oriented; willing and capable of execution at all levels
- Successfully lead a team of business development professionals to double digit revenue growth
- Trained, developed and coached both business development and operational staff
- Successful in an entrepreneurial yet structured and compliance driven environment

## ITT Educational Services, Carmel, IN

2007 to Present

ITT Educational Services, Inc. (NYSE: ESI) provides accredited, technology-oriented undergraduate and graduate degree programs through its ITT Technical Institutes and Daniel Webster College to help students develop skills and knowledge they need to pursue career opportunities in a variety of fields. It owns and operates more than 140 ITT Technical Institutes and Daniel Webster College. ITT/ESI serves over 60,000 students at its campuses in 39 states and online.

## Senior Vice President, Business Development

Executive in charge of growth and development including new programs, new campus locations, campus relocations, market research, operations research and operational execution of new initiatives.

### Select Contributions:

- Created strategic plan and operating model for developing registered nursing programs nationwide in resident campuses
- Executed strategic plan, fully developing 49 approved registered nursing programs in 21 states with continued ongoing development in process
- Consistently lead a team of approximately 20 staff in the nursing program development process
- Hired personnel and mentored employees driving results and meeting establish objectives
- Developed and executed proprietary new program development model creating 15 programs of study currently delivered in resident and/or online delivery
- Developed and executed proprietary new campus location model creating over 50 campus locations
- Achieved operational goals while maintaining strict adherence to budget parameters; under budget in all years
- Implemented changes to vendor agreements and business processes saving over \$3 million in ongoing expenses
- Ongoing identification, testing and implementation of process improvements to drive results
- Operating Committee member from 2007 – 2010
- Managed curriculum development group from 2007 – 2010
- Versed in regional, national and programmatic accreditation requirements and processes
- Project managed regional accreditation self-study process including site visits and co-writing self-study document
- Managed market research department and oversaw hundreds of research projects

**Midwest Bankers Holdings, Indianapolis, IN**

**1996 to 2007**

Commercial lending and advisory firm focused on niche markets nationwide.

**Chief Executive Officer**

Promoted to CEO prior to leveraged buyout in 1998; purchased firm from founder in 1998. Prior to buyout led the firm in new market development, dramatically increasing revenue and profitability through strategic product and market development and business development staff expansion.

**Select Contributions:**

- Established and maintained funding source relationships with highly regulated banking entities that generated over \$500 million in funded loan production
- Created double digit revenue growth through market & product expansion for three consecutive years (41%, 158%, 166% respectively) while growing EBITDA through operational leverage (83%, 264%, 139% respectively)
- Market Research: Identified and developed key growth areas based on funding source appetite, market opportunity and operational capability
- Identified and developed key strategic partner relationships and managed the day to day interactions to build long-term business opportunities
- Developed M&A advisory business for the accounting industry
- Developed content for consulting methods including The Financial Health Assessment™, The Financial Leadership Solution™ and The Found Money Solution™
- Established and maintained a strategic relationship with the American Dental Association
- Developed and maintained speaker programs for the ADA to re-sell to the state dental associations
- Developed and maintained relationship with Investor's Business Daily newspaper to teach education seminars and utilize their trademarks in marketing
- Developed content to add four programs based on market research data and operational capabilities
- Prolific public speaker and writer driving new business while positioning the company and its products
- Successfully established lending & consulting programs in Healthcare, Funeral and Accounting industries
- Created new products, based on market research, which doubled the number of distribution channels served, increasing revenue and operational leverage
- Established relationships with key strategic partners driving recurring business revenue
- Identified, established and maintained key funding source relationships
- Developed content for educational conferences offered by large strategic partners like the American Dental Association
- Established educational conference marketing and sales plan and proprietary content creating a new distribution channel for company products and services

**Pelton & Crane, A Siemens Company, Indianapolis, IN**

**1990 to 1996**

A manufacturer of dental equipment, sold through a network of distributors by a captive sales team

**District Manager**

Responsible for sales growth and relationship management in Indiana, Kentucky and Ohio focused on dental and medical industry distributors.

**Select Contributions:**

- Sales turnaround through planning and execution: increased revenue in Indiana, Ohio and Kentucky market by over 200% to \$2 million annually
- Persistent sales leader from Rookie of the Year award to best performing territory in last year of position

**Education and Professional Development**

Rochester Institute of Technology, Bachelor's Degree in Business Administration with a concentration in **Finance with Honors**, 1988.

Strategic Coach Program – 2005 through 2007, developed skills to build a unique ability organization, creating unique processes for sale in the marketplace and differentiating our company's offerings in a highly commoditized industry

Entrepreneurs Organization member 2001 - 2007, Board of Directors and Finance Chair - Indianapolis, 2007

# ERNIE BARBOUR-MUDIS

2993 Stone Creek Drive  
Zionsville, IN 46077

317.582.0718

[ebarbour\\_mudis@itt-tech.edu](mailto:ebarbour_mudis@itt-tech.edu) or [ebmudis@gmail.com](mailto:ebmudis@gmail.com)

317.440.3915

## PROFESSIONAL PROFILE

Versatile, strategically-focused manager with over 15 years of experience in analytical, strategic, and program management roles. Extensive experience leading high profile / high stakes analysis projects and significant experience working directly with C-level and divisional leadership teams on strategic planning and other broad-scoped initiatives. Successful history of driving change and achieving results through comprehensive analysis, strong negotiating, and consensus-building. Areas of expertise include:

- Strategic Planning and Metrics
- M&A Analysis and Due Diligence
- Management Decision Analysis
- Cross-Functional Team Facilitation and Leadership
- Operations, Institutional, and Market Research
- Contract / Vendor Management
- Project Portfolio Management
- Expense and Capital Budget Management
- Business Case Development, Assessment, and Communication
- External Stakeholder Relationship Management

## PROFESSIONAL EXPERIENCE

ITT EDUCATIONAL SERVICES, INC, Carmel, IN

2009 – PRESENT

### Director of Market Research

2010 – Present

Led, managed, and personally conducted research projects spanning multiple institutional functions, including: academic affairs, curriculum development, student finance, marketing / advertising, business development, human resources, and online and resident school operations.

- Conceived, defined, and conducted statistical and analytical research, resulting in far-reaching process and measurement changes aimed to improve institutional outcomes.
- Significantly improved processes and data capabilities for assessing geographic data, reducing time on task for a typical site location research project by more than half.
- Directly conducted extensive localized market research on occupational and instructional program supply and demand in support of accreditation and regulatory approval efforts.
- Mentored and provided hands on consulting for a newly developed team of research analysts, building project definition, data management, and analytical competencies.

### Director of Student Assessment

2009 – 2010

Developed framework and long-range plans for student and institutional assessment and implemented system-wide, data-driven processes for the collection and constructive use of student assessment and employer data.

- Devised and implemented process for collecting structured data through semi-annual program advisory committee surveys, allowing national program chairs and other internal stakeholders to solicit and beneficially use feedback from hundreds of employers across the United States.
- Implemented process for measuring program-level student learning outcomes, providing structured data used to guide improvements in curriculum design and academic delivery.
- Led analyses to identify at-risk students in the online learning environment, resulting in new metrics to improve instructor performance and building a foundation of an adaptive intervention system.

**ONEAMERICA FINANCIAL PARTNERS (AUL), Indianapolis, IN****1997 – 2009****Manager, Systems Planning**

2007 – 2009

Managed strategic planning and financial management processes, including contract management, budgeting, project funding, business plan development, and resource management.

- Created efficiencies by streamlining processes for enterprise project prioritization and resource planning.
- Assessed business cases by analyzing cost-benefit and resources and made recommendations to CIO for funding of new IT investments.
- Facilitated ongoing IT strategic planning working directly with the CIO and senior IT leadership, including identifying strategic priorities and developing corresponding objectives and initiatives.
- Maximized cost savings for the IT organization by managing vendor contracting and negotiations, resulting in over \$3 million of savings.
- Developed and tracked key performance indicators working directly with CIO to ensure progress on strategic objectives.

**Business Planning Manager**

2005 – 2007

Improved and developed enterprise strategic planning processes, managed ratings agency relationships, and assessed cost-benefit for new initiatives. Contributed significantly to special enterprise projects, including M&A and cross-marketing opportunities.

- Collaborated on business case and expense modeling for a successful \$2 billion acquisition.
- Built and presented business case to ratings agency analysts alongside senior management, resulting in favorable ratings actions -- vital to the success of an insurance company.
- Executed in-depth financial analyses to assess outsourcing opportunities which led to maximum return on investments, plus improved internal capabilities.
- Developed competitive intelligence for Mergers & Acquisitions opportunities working directly with CEO and CFO.
- Improved the enterprise strategic planning process for three business units, sharpening focus on enterprise strategic priorities.

**Senior Planning Analyst**

2001 – 2005

Staff position in one of the enterprise's three business units working closely with division head to manage strategic planning and budgeting processes. Worked collaboratively with divisional leadership team to realize business integration benefits.

- Led expense benchmarking effort to build business case and decision support in a transformational affiliation opportunity.
- Working with the Line of Business Senior VP, formulated messages and developed presentations to communicate divisional strategy and competitive position to board of directors, planning committees and ratings agencies.
- Designed and managed sales incentive compensation plans to align with enterprise objectives.
- Led sales reporting and distribution analysis efforts to enhance management reporting in support of the successful integration of additional distribution channels.
- Successfully integrated post-affiliation financial and operating processes with an acquired company.
- Managed development and monitoring of \$55 million operating budget among four corporate entities to assess expense structure and identify efficiencies.
- Managed and facilitated strategic planning process for business unit to build and communicate cohesive and measurable business plans.

***ONEAMERICA FINANCIAL PARTNERS (AUL)*** (Continued)**Senior Actuarial Analyst**

1998 – 2001

Developed financial valuation and reporting for new annuity products. Operationalized processes and reporting for reinsurance treaties and sales bonus programs. Analyzed expense budgets, cost allocation and operating benchmarks.

**Actuarial Analyst**

1997 – 1998

Enhanced and automated processes for divisional financial reporting and reserve valuation.

**EDUCATION**

**MBA**, Finance, Kelley School of Business, Indiana University, Indianapolis, IN

**BS**, Applied Mathematics, Indiana University, South Bend, IN  
*Chairperson, Honors Tutoring Program Committee*

**TECHNICAL SKILLS**

Microsoft Office Products, including VBA programming in Excel & Access  
Business Intelligence Tools (Hyperion Essbase, Cognos, SQL)  
Mapping / Geodata Tools (MapInfo Professional, Claritas PrimeLocation)  
SPSS Statistics

# **Charter School Consultants**

**Vickie Snyder and  
Lynn Black**

## **Vicki Snyder**

Executive Director of Signature School 2001-2012  
Currently--Partner in Signature Consulting LLC

Vicki Snyder was the Executive Director/Principal of Signature School, a public charter school, for eleven years. She and her teachers wrote Signature's charter, and Signature opened as Indiana's first charter high school in 2002. Prior to serving as Executive Director/Principal, Ms. Snyder taught Social Studies at F. J. Reitz High School in Evansville. She also served on the teachers' bargaining team for the Evansville Teachers Association. In 2000, Ms. Snyder was named Government Teacher of the Year by the Center on Congress at Indiana University.

In 2012 Ms. Snyder received the Visionary Award from Leadership Evansville "in recognition of her vision and lasting impact on education in our community." She also was recognized among the top 100 women in the Evansville YMCA's "100 Years 100 Women". Ms. Snyder was also the recipient of the prestigious Rotary Civic Award in recognition of distinguished service rendered to the city of Evansville.

In 2006 she was appointed to the Indiana State Board of Education by Governor Mitch Daniels and served until her retirement in June 2012. Ms. Snyder also served as a member of the Advisory Committee of the Signature School Foundation, and she currently serves as chair of the Executive Board of the Indiana Public Charter Schools Association. She received her B.A. and her M.A. from the University of Evansville and her Secondary Administration and Supervision License from Indiana State University.

Signature School consistently received national and state recognition during Ms. Snyder's tenure as Executive Director. In 2007, Signature School was named National Charter School of the Year by the Center for Education Reform, and in 2008 Signature was presented by the U.S. Department of Education the National Blue Ribbon Award. Signature was first ranked #54 in *Newsweek* magazine's Top 100 public high schools. Since then Signature has been ranked #7 by *Newsweek* (2010 and 2011). In June 2011, Signature was ranked #8 in the nation, #3 among the nation's charter schools, and #1 in the Midwest by *The Washington Post*. In 2012 *The Post* ranked Signature #9 in the nation and #1 in the Midwest. Among state awards, Signature has received the Four Star School Award in 2003, 2006, 2007, 2008, 2009, and 2010. Signature was ranked first in the state by the Indiana Department of Education for its Access & Pass Rate for AP Performance. Signature's pass rate was 76 percent in 2009, 88 percent in 2010, and 90 percent in 2011.

Under Snyder's direction Signature School began offering the International Baccalaureate Diploma Programme in 2006. Since that time, the number of juniors and seniors participating in the program has grown to 62%, and in May 2011, 82% of the full-diploma seniors were awarded the diploma.

Ms. Snyder has formed a consulting service with veteran teacher, Julia Gregg, Signature Consulting LLC, and is currently working with schools to help establish educational cultures of achievement and success.

**Lynn Black**

Lynn Black's experience in the public charter school environment has allowed him to introduce educational reform models to other public and private schools throughout the state. Over the past four years he has opened two hybrid/blended learning charter schools followed by a statewide virtual school. Beginning in 2001 he served on Ball State's Office of Charter Schools charter school review board for seven years. He has served in three distinctly different central office positions: Director of Strategic Planning and Development; Director of Curriculum and Professional Development; and as Director of School Improvement. Mr. Black also lead communities throughout Indiana as a consultant for CLASS, Community Leaders Allied for Superior Schools, an Eli Lilly not-for-profit organization focused on school and community reform.

# Principal Candidate Resume

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## Attachment 2

The Early Career Academy

**March 15, 2013**

# Director Applicant Resume

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## Education

**Ed.S. School Administration**, K-12 Superintendent

- Indiana State University, Terre Haute, IN

**Master of Arts in Educational Leadership**, K-12 Building Level Administration

- University of Indianapolis, Indianapolis, IN

**Masters of Arts in Teaching**, Middle/Secondary Education

- Oakland City University, Oakland City, IN

**Bachelor of Arts**, English and Political Science

- St. Cloud State University, St. Cloud, MN

## Certifications

**Indiana K-12 Building Level Administrator License**

- University of Indianapolis, Indianapolis, IN

**Indiana Secondary Language Arts Teaching Certification**

- Oakland City University, Oakland City, IN

## Employer

**Hybrid Public School**, currently employed

*Hybrid students' benefit from traditional, face-to-face instruction with a state-certified teacher for more than 50% of their overall weekly instruction. The remainder of the weekly instruction is facilitated off-site with a Parent and live virtual sessions with state-certified teachers. The hybrid and virtual models provide students the opportunity to learn without limit, serving students who thrive outside the four walls of a traditional classroom, but still need the support and guidance of a certified teacher.*

**Director of Secondary Academics/Principal**, 2011-present

- Maintain a flexible, "whatever it takes" attitude and work ethic as a model of the high expectations I place on teachers, staff, students and parents for academic success and character growth.
- Develop and implement programs that will enable a diverse group of students and families to be successful and meet their academic goals.
- Responsible for the daily administration and supervision of high school facilities, students (1800), faculty and staff
- Lead and supervise 28 full-time high school content specific teachers, 1 virtual teacher leader, 6 special education teachers, 6 academic advisors, and 4 school counselors.
- Train and develop teachers on how to use data to drive instruction, ways to implement best practices, and how to build effective relationships with students and families to increase engagement levels.
- Human resources coordinator for secondary staff including but not limited to hiring, training and terminating employees as necessary.
- Serve as liaison between students, parents, and school faculty
- Formally evaluate and coach staff using district rubric and data driven techniques
- Maintain close relationship with students, families, staff, Superintendent and School Board.
- Serve as the instructional leader for the school ensuring compliance with state education regulations
- Oversee the discipline of students with love and logic
- Plan and facilitate monthly staff meetings and data driven professional developments.
- Promote the school throughout the community and develop relationships within the public school network. Work closely with EMO teams on enrollment and retention programs.
- Develop and produce reports for both local and state level review concerning school operations
- Actively participate and support school community events.
- Secondary Testing Coordinator; Indiana End of Course Assessments, and other required tests
- **High School Principal**, September 2009-June 2011
- **Secondary Teacher Leader**, October 2008-August 2009
- **Secondary English Teacher**, August 2008-August 2009

# Director Applicant Resume

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## Experience

### **Charter Middle School , Indianapolis College Preparatory, 2004 -2008**

*Middle School, Indianapolis College Preparatory is a public middle school that works exclusively with underserved populations of at-risk youth, grades 5 –8. One of Charter Middle School's rigorous approaches to public education is "More Time" 67% more time in school for students resulting in 10- hour school days and 12- hour work days for teachers, Monday-Friday and every other Saturday for six hours.*

### **Middle Grades Teacher, 2004 – 2007**

- **Dean of Solutions, January 2007 - 2008**

*Decreased the incidence of student interventions by 80% in less than one year through the use of proactive student focused strategies, and effective relationship/team building including professional development and mentoring.*

- **Teacher Institute Trainer, 2007 - 2008**

*Mentored incoming novice teachers through a rigorous professional development program designed to meet Indiana State standards for teacher credentialing. Complete classroom observations and give feedback to teachers on strengths and areas of development, assist with creation of lesson plans, developing relationships, classroom management, co-teach, and complete evaluations per school schedule*

- **Grade Level Chair, 2005 - 2006**

*Strengthened the grade level team and built trust among our core resulting in high teacher retention and student growth. Class of 2013(5<sup>th</sup> grade) grew from the 19<sup>th</sup> percentile on the NWEA (Northwest Evaluation Association) to the 81<sup>st</sup> percentile in one year, with an average of 2.5 academic grade level growth of all students in all core subject areas.*

- **Business Manager, 2004 – 2005**

*Created and implemented systems and programs essential to meeting the State of Indiana and KIPP National requirements to ensure school opened and ran smoothly for years to come. Embraced the culture of thrift, while never sacrificing quality, resulting in low school debt.*

### **Exel Logistics, 2002 - 2004**

- **Quality Assurance Supervisor**

*Strengthened the employee training program through implementation of rigorous curriculum, quarterly refresher courses and overall warehouse presence and quality assurance checks, which led to a higher retention rate, zero safety accidents and the highest quality assurance ratings in the national company network.*

## Professional Experience

### **Quality Assurance Team Reviewer, AdvancED, 2010-present**

- Represent AdvancED.
- Evaluate the school's adherence to the AdvancED quality standards.
- Assess the efficacy and impact of the school's continuous improvement process.
- Assess the effectiveness of the school's methods for quality assurance.
- Identify strengths deserving of commendations and provide required actions to improve the school. *(The school is accountable for acting on the required actions provided by the team.)*

# Director Applicant Resume

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- Share findings in oral and written formats.
- Make an accreditation recommendation for national review.

**National Principals Leadership Summer Institute 2010**, June-July 2010, Columbia University

**Children's Church Leader**, Loving Kindness Ministry, January 2011-present

- Developed a youth ministry curriculum, which is balanced, and growing in Exalting the Son, Edifying the Body, and Evangelizing the World.
- Train and develop teenagers to serve in the ministry and community to help others
- Plan extra-curricular activities, fundraise, coordinate youth Sunday, mentor, tutor, and help ensure youth needs are met as they are developing into young men and women of excellence

**Middle /High School Tutor/Mentor**, Achieve Tutoring, 2007

- Worked with 15 students in various school districts to improve academic achievements and character development

**Certifications—Train the Trainer**

- Teen Coaching, January 2011
- Charm and Etiquette, January 2010
- Teen Image, April 2010
- Save our Youth, October-November 2010
- Grant Writing through Indiana Youth Institute and Indianapolis Marion County Public Library

**A Principal will be identified as soon as possible for The Early Career Academy using the following job description.**

**POSITION TITLE: Executive Director**

**REPORTS TO: Board of Directors**

**The chief responsibility of the Executive Director is to establish and promote a culture of high standards and expectations for all students and staff for academic performance, discipline and motivation.**

The Executive Director will provide overall direction and leadership in all aspects of the school's operations which include, but are not limited to:

- A. Develop and implement the strategic goals and objectives of the school in order to fulfill the school's mission.
- B. Provide instructional leadership in curriculum planning and implementation, staff development, and technology advancement.
- C. Implement the annual school budget, and prepare reports as required by the Indiana Department of Education.
- D. Interpret and administer policies and procedures that maintain program integrity while improving and refining the quality of services provided.
- E. Maintain positive community relations for the purpose of raising awareness and communicating information about the school.
- F. Implement the safety and security plans for the school designed to protect students, staff, and school buildings.
- G. Continually evaluate staff performance, the program and the overall development of the charter school
- H. Implement the school's policies and procedural changes as well as state and federal guidelines and regulations and adheres to school contracts with various groups.
- I. Interacts with students to encourage them to perform at their highest level of ability and creates an atmosphere conducive to learning

### **SCHOOL RESPONSIBILITIES**

- Responsible for policy administration, and record keeping for all certified and non-certified staff.
- Collaborate with EMO on the selection of, and hiring of all school staff including teachers, and all support staff.
- Actively engaged in state and national policies and legislative actions related to the school by researching current trends and initiatives, building an understanding of legislative procedure, interacting with key legislative stakeholders, and participating on committees that benefit education.
- Lead data-driven discussions about student performance.
- Understand and secure financial resources through a foundation board, grant-writing, parent and alumni groups, and a variety of external sources.
- Ensure that teachers follow state standards.
- Develops and implements realistic plans and programs to ensure professional growth of the instructional staff
- Analyzes data from standardized testing and facilitates instruction, as needed, to improve the rate of student success.
- Coordinates efforts to implement strategies designed to maintain and secure the school in order to ensure a safe, pleasant, and effective educational climate.
- Work with law enforcement and community agencies in creating a safe educational environment.

- Establishes and maintains positive, collaborative relations with parents, parent groups, and school volunteers, outside agencies, universities, and local businesses.
- Provides leadership and direction for student life that incorporate the core values of learning, community, integrity, excellence, and responsibility, including the adjudication of academic and non-academic discipline matters, oversight of the student handbook and related policies, the admissions process, orientation, and commencement.
- Apply knowledge of current research and theory in education.
- Manage the day-to-day operations of the school.

**QUALIFICATION REQUIREMENTS:** *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### **EDUCATION AND/OR EXPERIENCES**

Master's degree required. Public high school teaching experience and a record of teaching excellence preferred.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

Indiana administrator's license or commensurate experience preferred, but not required.

### **LANGUAGE SKILLS**

- Ability to read, analyze, and interprets general business periodicals, professional journals, technical procedures, and government regulations.
- Write reports, business correspondence, and manuals.
- Write proposals effectively to secure funds or grants.
- Present information and respond to questions effectively from various groups such as teachers, Board of Directors, parents, students, and the general public.
- Communicate using correct grammar in a clear and concise manner in both oral and written form.

### **ADDITIONAL DUTIES AND RESPONSIBILITIES**

- Identify and report to the EMO the maintenance concerns of all buildings and grounds and coordinate building improvements including new construction and renovation to assure a safe environment.
- Attend training, seminars, workshops to grow professionally or as designated by the EMO.
- Ensures supervision of students at all school events before, during, and after the school day.
- Perform duties with awareness of all state and federal requirements.
- Maintain a working knowledge of International Baccalaureate and Advanced Placement programs.
- Understand the function and processes related to school board development.
- Provides for technical assistance and support to staff and students
- Oversees the requisitioning of equipment and supplies, and establishes priorities for the purchase of educational materials to meet the needs of students and teachers.
- Communicate clearly and concisely both in oral and written form.
- Perform other duties as needed.

# School Administrators' Resumes

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Attachment 3

The Early Career Academy

March 15, 2013

Not  
Applicable

# Governance Documents

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## Attachment 4

The Early Career Academy

**March 15, 2013**

## **GOVERNING BOARD**

### **1. Governance Structure and Composition**

The Early Career Academy is managed under the auspices of a board of directors. The board of directors is comprised of a team of individuals that represent the education and business sectors. The board of directors will work closely with the EMO and the Executive Director to monitor and promote school goal achievement, student academic achievement and the ongoing alignment with the schools' mission and vision. The board will focus on policy issues and will entrust the day-to-day management of the school to the EMO and the Executive Director who will be accountable to the board of directors for the overall performance.

The current board of directors includes the following individuals.

1. Gary Carlson
2. David Mann
3. David Daniels
4. Howard Block

According to the Bylaws, the number of directors shall be not less than three (3) and not more than nine (9), the exact number to be fixed from time to time by resolution adopted by the Board of Directors. The term of each director shall be three (3) years. Incumbent directors shall be eligible for re-election and the number of years a person may serve as a director is not limited.

The proposed network of charter schools will operate using the same non-profit entity and board of directors until or unless the need to arises where a change should occur.

Please see Attachment 6 for signed Board Member Information Sheets.

### **2. Pre-Existing Nonprofit Organization**

The Early Career Academy Board of Directors will ensure that all meetings are held in compliance with Indiana Public Access Laws, including the Open Door Law. Agendas will be posted at least 48 hours in advance at any location where The Early Career Academy conducts ongoing business in Indiana. The board meeting will be broadcast at an accessible location (in or near an existing school) so that any interested community member may witness the proceedings, as required by law.

### **3. Governing Board's Responsibility**

In accordance with the organization's Code of By-laws, all business of the corporation is managed by the board of directors. The board of directors will be accountable to the people for whose benefit the school will be established and has the overall responsibility for ensuring that the students attending The Early Career Academy will be provided with a quality education. Accordingly, the board will maintain the following powers and responsibilities:

- the board as a corporate body has the power and duty to govern and oversee the management of The Early Career Academy;
- the board shall determine the organization and support the mission of The Early Career Academy;
- the board shall approve and cause to be submitted charter-related documents to the ICSB;

- the board shall set policies for The Early Career Academy operation, ensuring conformance with the provisions of the contract for charter and applicable laws;
- the board shall approve an official budget to operate The Early Career Academy while maintaining fiscal responsibility;
- the board shall establish the short- and long-range goals for The Early Career Academy and shall monitor progress toward the achievement of those goals;
- the board shall ensure that fiscal operations satisfy general accounting standards of fiscal management;
- the board shall ensure that The Early Career Academy remains in good standing as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;
- the board shall approve and ratify all contracts;
- the board shall adopt an annual budget for each school and shall regularly review financial statements;
- the board shall ensure that all schools maintain adequate resources for school activities; and
- the board or its designees shall select, evaluate and, as necessary, terminate the appointment of the Executive Director.

The board will concern itself first and foremost with student success and how to assist in establishing a sense of community for each student and stakeholder. To that end, the board will involve teachers, parents and students in the governance, operations and planning procedures of The Early Career Academy and every effort will be made to create an environment in which students can experience a sense of community and involvement that addresses their needs and interests.

#### **4. Procedures**

The Board of Directors will meet regularly to review and act on its responsibilities. It is anticipated that the Board will meet at least quarterly, and as required. The meetings will cover academic performance of the schools, performance of the Executive Director, the financial health of the schools, among other topics. As long as quorum exists as defined by the Code of By-laws, measures voted on by the Board of Directors may be passed with a simple majority of present members. Subcommittees are created on an as-needed basis. The Board of Directors meetings will be headed by a Board Chairman.

#### **5. Ethics and Conflicts of Interest**

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

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

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants), 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 relative of a director, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

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

(e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board of Directors) a disclosure statement regarding any actual or potential conflicts of interest described in these By-Laws. The disclosure statement shall be in such form as may be 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 of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

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 By-Laws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

## **6. Advisory Bodies**

### **Local Advisory Council**

Parents, students, staff and community leaders will be an integral component of the school governance at The Early Career Academy. The Executive Director, with support from the board of directors, will encourage the establishment of a Local Advisory Council ("LAC") for the following purposes:

- Providing ongoing input and participation in operations;
- Make recommendations on policy issues to the board;

The LAC is intended to serve as a site-based resource to assist the Executive Director in the implementation of an effective and appropriate learning program for each student. While parents do not have any official authority in the operation and administration, their involvement through the LAC will enable their contribution as invaluable problem-solving advisors in assisting the Executive Director and the board of directors in conducting a high-quality and appropriate learning program for students.

Each LAC should be comprised of two student volunteers, two volunteer parents/guardians of current students, two staff members and two community leaders. Advisory board members will be recruited on an ongoing basis. The LAC will meet regularly and will provide continuous communication to the board of directors on their activity.

## **School Council**

The School Council (SC) will be composed of the principal, teachers, staff, and parents from the school. The SC will seek to empower and inform parents in the education of their children, the allocation of school resources, and the building of community and culture at their specific school.

### **7. Grievance Process**

The Early Career Academy is committed to providing a challenging and quality educational experience for the students who choose to attend the school. The foundation for success begins with open, effective communication between the school and the parents. However, when issues arise that concern the well-being of the student, The Early Career Academy will provide, initially, an informal process for resolving any issues or complaints. At the informal level, the parent may meet with the classroom teacher and/or counselor to discuss concerns. The ultimate goal is to have an open discussion with all parties involved and to try to resolve the complaint in a manner that is satisfactory for the student and parent. If the issue cannot be resolved at the informal level, then the parent may proceed to the formal level for a resolution.

There are some grievances of a very serious nature for which a parent may need to approach the Executive Director directly. The main objectives of any grievance procedure is to provide a process that is

- clear, transparent and responsive
- timely
- equitable and respectful
- confidential

At the formal level, the parent will need to fill out a grievance form in which the parent explains the nature of the complaint, date/time of occurrence, and persons involved. A meeting will then be held with the Executive Director and may include those individuals who are named in the complaint. If the attempts for a resolution fail at this level, the parent may then request a meeting before the Board of Directors.

Although parents may not agree with every decision made by the school, in most cases, the parent and school will find enough common ground to continue a mutually respectful relationship. Good communication between the school and the parent is vital and can help prevent situations from escalating.

Parents will have access to most of the school documents via the school's website. These documents may include the Charter and policies adopted by the Board of Directors. In situations where the documents may not be posted online, parents may request a hard copy from the school at no cost to the parent.

**ARTICLES OF INCORPORATION  
OF  
EARLY CAREER ACADEMY, INC.**

The undersigned incorporator, desiring to form a nonprofit corporation (the “**Corporation**”) pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended from time to time (the “**Act**”), hereby executes the following Articles of Incorporation:

**Article 1. NAME**

Section 1.1. **Name.** The name of the Corporation is EARLY CAREER ACADEMY, INC.

**Article 2. PURPOSES AND POWERS**

Section 2.1. **Type of Corporation and Period of Existence.** The Corporation is a public benefit corporation. The period during which the Corporation shall continue is perpetual.

Section 2.2. **Primary Purposes.** The purposes for which this Corporation is organized are limited as follows:

(a) **Educational and Charitable Purposes.** To provide innovative and autonomous programs designed to enable young people to prepare for productive adult lives and to develop, own and operate one or more charter schools, as that term is defined in Indiana Code (“**IC**”) 20-24-1-4.

(b) **Additional Purposes.** In addition, the Corporation is formed for the purpose of assisting and engaging in all activities which serve educational or charitable purposes, which are permitted by the Act and which are permitted to be carried on by an organization exempt from Federal taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the “**Code**”), and the regulations issued pursuant thereto, as amended from time to time (the “**Regulations**”).

(c) **Limitations.** Nothing contained in these Articles of Incorporation shall be construed to authorize the Corporation to engage in any activities or perform any functions which are not within the purposes as set forth in Section 501(c)(3) of the Code and the Regulations.

Section 2.3. **Powers.** No part of the net earnings of the Corporation shall inure to the benefit of any Director or Officer of the Corporation or to any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by an employee. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from Federal taxation under Section 501(c)(3) of the Code and the Regulations or the corresponding provisions of any subsequent Federal tax laws or by an organization contributions to which are deductible under Section 170(c)(2) of the Code and the Regulations or the corresponding provisions of any subsequent Federal tax laws. Subject to the foregoing statements, and subject to and in furtherance of the purposes for which it is organized, the

Corporation shall possess, in addition to the general rights, privileges, and powers conferred by the Act or by other law, the following rights, privileges, and powers:

(a) To indemnify any person against liability and expenses, and to advance the expenses incurred by such person, in connection with the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law.

(b) To cease its activities and to dissolve and surrender its corporate franchise.

### Article 3. REGISTERED OFFICE AND REGISTERED AGENT

Section 3.1. **Registered Office.** The street address of the registered office of the Corporation is 251 East Ohio Street, Suite 1100, Indianapolis, Indiana 46204.

Section 3.2. **Registered Agent.** The name of the registered agent of the Corporation at the registered office is CT Corporation System.

### Article 4. INCORPORATOR

Section 4.1. **Name and Address of Incorporator.** The name and street address of the incorporator is David E. Catalano, 13000 North Meridian Street, Carmel, Indiana 46032.

### Article 5. MEMBERS

Section 5.1. **Membership.** The Corporation shall not have "members" as that term is defined in the Act.

### Article 6. DIRECTORS

Section 6.1. **Number.** The number of directors shall be as specified in the Code of By-Laws of the Corporation, as the same may be amended from time to time, but the minimum number of directors shall not be less than three (3).

Section 6.2. **Committees.** The Board of Directors of the Corporation may create one (1) or more committees by resolution adopted by a majority of the entire Board of Directors pursuant to the Code of By-Laws of the Corporation.

Section 6.3. **Election or Appointment of Directors.** The directors of the Corporation, other than the members of the initial Board of Directors, shall be elected and appointed in the manner and for the term specified in or fixed in accordance with the Code of By-Laws of the Corporation.

Section 6.4. **Initial Board of Directors.** The members of the initial Board of Directors shall be elected by the Incorporator.

### Article 7. PROVISIONS FOR REGULATION OF BUSINESS AND CONDUCT OF AFFAIRS OF THE CORPORATION

Section 7.1. **Management of Corporation.** The affairs of the Corporation shall be managed by the Board of Directors of the Corporation. Provisions for the regulation of the business and management of the affairs of the Corporation shall be stated in the Code of By-Laws of the Corporation as adopted and amended by the Board of Directors pursuant to Section 7.2.

Section 7.2. **Code of By-Laws.** The Board of Directors shall have the power to make, alter, amend or repeal the Code of By-Laws of the Corporation.

Section 7.3. **Limitation on Powers of the Board of Directors.** Notwithstanding any contrary provisions in these Articles of Incorporation, the Board of Directors shall not have the power or authority to take or authorize any action which would have the effect of disqualifying this Corporation as an exempt organization under the provisions of Section 501(c)(3) of the Code, or such equivalent provision as may hereafter exist from time to time.

Section 7.4. **Amendment of Articles of Incorporation.** The Corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation or in any amendment hereto, in any manner now or hereafter prescribed or permitted by the Act; provided, however, that such power of amendment shall not authorize any amendment which would have the effect of disqualifying this Corporation as an exempt organization under the provisions of Section 501(c)(3) of the Code, or such equivalent provision as may hereafter exist from time to time.

Section 7.5. **Limitation on Legislative Activity.** Except as otherwise permitted by Section 501(h) of the Code, no substantial part of the activities of the Corporation shall be or consist of carrying on propaganda, or otherwise attempting, to influence legislation.

Section 7.6. **Prohibition on Political Campaign Activity.** The Corporation shall not participate or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 7.7. **Nondiscrimination.** The Corporation shall admit to the charter school that it operates (the "**School**") students of any race, color, gender, national or ethnic origin, religion, and ancestry to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. The Corporation shall not discriminate on the basis of race, color, gender, disability, national or ethnic origin, religion, or ancestry in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other School-administered programs or activities.

Section 7.8. **Compliance with Applicable Laws.** The Corporation shall comply with all laws applicable to charter schools, including (but not limited to) the following provisions of the IC, or corresponding provisions of subsequent Indiana law:

- (a) IC 5-14-1.5-1, *et seq.* (Indiana's Open Door Law);
- (b) IC 5-14-3-1, *et seq.* (Indiana's Access to Public Records Act); and
- (c) IC 20-24-8-5 and all IC provisions referenced therein.

## Article 8. DISSOLUTION

Section 8.1. **Dissolution.** In the event of dissolution of the Corporation, the Board of Directors shall ensure that any remaining funds received by the Corporation from the Indiana Department of Education (the “**Department**”) are returned to the Department not more than thirty (30) days after dissolution. Any assets remaining after the return of such funds to the Department and the payment of all other debts of the Corporation shall be transferred by the Board of Directors to any nonprofit corporation, trust, foundation or other organization whose purposes are substantially the same as those of the Corporation and which, at the time of transfer, is exempt from Federal income taxation under Section 501(c)(3) of the Code or the corresponding provisions of any subsequent Federal tax laws. Any such assets not so transferred by the Board of Directors shall be disposed of by the Circuit Court of the County in which the registered office of the Corporation is located, exclusively for such tax-exempt purposes or to such tax-exempt organization as the Circuit Court shall determine. No Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the assets of the Corporation upon dissolution of the Corporation.

## Article 9. RESTRICTIONS APPLICABLE IF THE CORPORATION IS OR BECOMES A PRIVATE FOUNDATION

Section 9.1. **Restrictions.** Notwithstanding anything contained in these Articles of Incorporation to the contrary, in the event and if for any reason the Corporation is classified as a “private foundation” as that term is defined in Section 509(a) of the Code, or corresponding provisions of any subsequent Federal tax laws, then and in such event and in order to comply with Section 508(e) of the Code, and for so long as the Corporation may be deemed to be a “private foundation,” the powers and activities of the Corporation in accomplishing the foregoing purposes shall be specifically subject to the following requirements, restrictions and limitations:

- (a) **Self Dealing.** The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, or corresponding provisions of any subsequent Federal tax laws;
- (b) **Mandatory Distributions.** The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code, or corresponding provisions of any subsequent Federal tax laws;
- (c) **Excess Business Holdings.** The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code, or corresponding provisions of any subsequent Federal tax laws;
- (d) **Jeopardizing Investments.** The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code, or corresponding provisions of any subsequent Federal tax laws; and
- (e) **Taxable Expenditures.** The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code, or corresponding provisions of any subsequent Federal tax law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby verifies and affirms, subject to penalties of perjury, that the representations contained these Articles of Incorporation are true, this 4<sup>th</sup> day of March, 2013.



\_\_\_\_\_  
David E. Catalano, Incorporator

**CODE OF BY-LAWS  
OF  
EARLY CAREER ACADEMY, INC.**

*Adopted March 4, 2013*

**ARTICLE 1  
Identification**

Section 1.1 **Name.** The name of the Indiana nonprofit corporation is EARLY CAREER ACADEMY, INC. (the “**Corporation**”).

**ARTICLE 2  
Membership**

Section 2.1 **Member.** The Corporation shall not have members.

**ARTICLE 3  
Board of Directors**

Section 3.1 **Functions.** The business, property and affairs of the Corporation shall be managed and controlled by a Board of Directors, as from time to time constituted.

Section 3.2 **Number.** The number of directors shall be not less than three (3) and not more than nine (9), the exact number to be fixed from time to time by resolution adopted by the Board of Directors.

Section 3.3 **Election.** Directors shall be elected from time to time by the Board of Directors of the Corporation. At the annual meeting of the Board of Directors immediately preceding the expiration of the term of any elected director, or at a special meeting, the Board of Directors may elect a new director to replace a director whose term is set to expire or has expired.

Section 3.4 **Classes.** The members of the Board of Directors shall be divided into three (3) classes as nearly equal in number as possible. The terms of directors in the first group shall expire at the first annual meeting after their election, the terms of directors in the second group shall expire at the second annual meeting after their election, and the terms of directors in the third group shall expire at the third annual meeting after their election. At each annual meeting held thereafter, directors shall be elected for a term of three (3) years to succeed those whose term expires.

Section 3.5 **Term.** Except as otherwise provided in this Code of By-Laws and except in the case of a director appointed to fill a vacancy, the term of each director shall be three (3) years. Incumbent directors shall be eligible for re-election and the number of years a person may serve as a director is not limited.

Section 3.6 **Vacancies.** Any vacancy among the directors caused by death, resignation, removal or otherwise, may be filled by the Board of Directors. A director elected to fill a vacancy shall hold office until the expiration of the term of the director causing the vacancy and until a successor shall be elected and qualified.

Section 3.7 **Resignation.** Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairperson or the Secretary of the Corporation. A resignation is effective upon delivery unless the notice specifies a later effective date. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.8 **Removal.** Any director may be removed, with or without cause, by the vote of a majority of the directors then in office.

Section 3.9 **Annual Meetings.** The Board of Directors shall hold an annual meeting at a time and place to be established by resolution of the Board of Directors. The annual meeting shall be for the purpose of organization, election of directors and officers, and consideration of any other business that may properly be brought before the meeting and shall be held within six (6) months after the close of the fiscal year of the Corporation as designated by the Board of Directors and specified in the respective notices or waivers thereof. If such meeting is not held as above provided, the election of directors and officers may be held at any subsequent meeting of the Board of Directors specifically called in the manner set forth herein. The Board of Directors may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board of Directors without other notice than such resolution.

Section 3.10 **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairperson, and shall be called by order thereof upon the written request of at least twenty five percent (25%) of the directors then in office, which request shall set forth the business to be conducted at such meeting.

Section 3.11 **Notice and Conduct of Meetings.** Oral or written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) days before the date of the meeting and complies with Indiana Code (“**IC**”) 5-14-1.5-1, *et seq.*, and any corresponding provisions of subsequent Indiana law (the “**Open Door Law**”).

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

- (a) When received;
- (b) Five (5) days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly to the address listed in the most current records of the Corporation;

(c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or

(d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified mail, as evidenced by the postmark, if mailed correctly to the address listed in the most current records of the Corporation.

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

Notwithstanding any other provision of these By-Laws, the Corporation shall comply in all respects with the Open Door Law in connection with notices and conduct of all annual, regular, or special meetings of the Board of Directors.

**Section 3.12 Quorum and Approval of Actions.** [A majority of the actual number of directors shall be necessary to constitute a quorum for the transaction of any business, and the act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation, or this Code of By-Laws.]

**Section 3.13 Committees.** The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate one (1) or more committees, each of which shall consist of one (1) or more directors, which committees shall have and exercise such powers and responsibilities as provided by the Board of Director's resolution. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may also designate one (1) or more advisory committees whose members need not be directors. An advisory committee shall not (i) be a committee of the Board of Directors, nor (ii) exercise any of the powers of the Board of Directors. As described in this Section 3.13, the designation of any committees and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

**Section 3.14 Action Without Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if the action is taken by all members of the Board of Directors or of such committee. The action must be evidenced by a written consent describing the action taken, signed by each member of the Board of Directors or of such committee, and included in the minutes or filed with the corporate records reflecting the action taken.

**Section 3.15 Meeting by Telephone, etc.** Except as otherwise provided by the Open Door Law, any or all of the members of the Board of Directors or of any committee designated by the board may participate in a meeting by or through the use of any means of

communication by which all persons participating may simultaneously communicate with each other during the meeting, and participation in a meeting using these means constitutes presence in person at the meeting.

## **ARTICLE 4**

### **Officers**

Section 4.1 **Officers and Agents.** The officers of the Corporation shall consist of a Chairperson, President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may, by resolution, designate from time to time. Any two (2) or more offices may be held by the same person. An officer may, but need not, be a member of the Board of Directors. The Board of Directors may, by resolution, create, appoint and define the duties and fix the compensation of the officers and agents of the Corporation as, in its discretion, is deemed necessary, convenient or expedient for carrying out the purposes for which the Corporation is formed; provided, however, that officers and agents shall be compensated, if at all, only for actual services performed on behalf of the Corporation.

Section 4.2 **Election, Term of Office and Qualification.** All officers shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Such election shall be by a majority vote of the directors present at a meeting at which a quorum exists. Each elected officer shall hold office (unless the officer resigns, is removed, or dies) until the next annual meeting of the Board of Directors or until a successor is chosen and qualified.

Section 4.3 **Vacancies.** In the event an office of the Corporation becomes vacant by death, resignation, retirement, disqualification or any other cause, the Board of Directors shall elect a person to fill such vacancy by a majority vote of the directors present at a meeting at which a quorum exists, and the person so elected shall hold office and serve until the next annual meeting of the Board of Directors or until a successor is elected and qualified, or until such officer's death, resignation or removal.

Section 4.4 **Chairperson.** The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson shall do and perform such other duties as this Code of By-Laws provides or as may be assigned by the Board of Directors.

Section 4.5 **President.** The President shall manage and supervise all the affairs and personnel of the Corporation and shall discharge all the usual functions of the president and chief executive officer of a corporation. In addition, the President shall discharge all of the usual functions of the chief academic officer of a school. The President shall do and perform such other duties as this Code of By-Laws provides or as may be assigned by the Board of Directors or the Chairperson.

Section 4.6 **Vice President.** The Vice President shall exercise and perform all powers of, and perform duties incumbent upon, the President during the absence or disability of the President, and shall do and perform such other duties as this Code of By-Laws provides or as may be assigned by the Board of Directors, the Chairperson or the President.

Section 4.7 **Secretary.** The Secretary shall have the custody and care of the corporate records and the minutes book of the Corporation. The Secretary shall attend all the

meetings of the Board of Directors of the Corporation, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees of the Board of Directors when required. The Secretary shall attend to the giving and serving of all notices of the Corporation. The Secretary shall file and take care of all papers and documents belonging to the Corporation, shall authenticate records of the Corporation as necessary, and shall perform such other duties as may be required by this Code of By-Laws or as may be prescribed by the Board of Directors or the Chairperson.

Section 4.8 **Treasurer.** The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Corporation. The Treasurer shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation and shall perform such other duties as may be required by this Code of By-Laws or as may be prescribed by the Board of Directors or the Chairperson.

Section 4.9 **Assistant Officers.** The Board of Directors may from time to time designate assistant officers who shall exercise and perform such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as may be prescribed by this Code of By-Laws, the Board of Directors or the Chairperson.

Section 4.10 **Removal.** Any officer may be removed from office, with or without cause, by a majority vote of the directors present at a meeting at which a quorum exists.

Section 4.11 **Resignations.** Any officer may resign at any time by delivering notice to the Board of Directors, the Chairperson or the Secretary. A resignation is effective upon delivery unless the notice specifies a later effective date. The acceptance of a resignation shall not be necessary to make it effective.

## **ARTICLE 5**

### **Loans to Officers and Directors**

Section 5.1 **Prohibition.** The Corporation shall not lend money to or guarantee the obligations of any officer or director of the Corporation.

## **ARTICLE 6**

### **Financial Affairs**

Section 6.1 **Contracts.** Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation may be executed on behalf of the Corporation by the Chairperson or, in his or her absence, by the President or any other officer or agent so authorized by the Board of Directors. Such authority may be general or confined to a specific instance.

Section 6.2 **Checks, etc.** All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money and other evidences of indebtedness (each, a “**Payment**”) in an amount equal to or less than Five Thousand Dollars (\$5,000) shall, unless otherwise

directed by the Board of Directors or required by law, be signed by the Chairperson, President, Secretary, Treasurer, or any other officer, agent, or employee of the Corporation so designated and authorized by the Board of Directors. Any Payment in an amount greater than Five Thousand Dollars (\$5,000) shall require the signatures of two (2) or more of the aforementioned officers, agents, or employees.

Section 6.3 **Investments.** The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors.

Section 6.4 **Conflicts of Interest.** It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

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

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants), 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 relative of a director, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

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

(e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board of Directors) a disclosure statement regarding any actual or potential conflicts of interest described in these By-Laws. The disclosure statement shall be in such form as may be 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 of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

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 By-Laws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

## **ARTICLE 7** **Fiscal Year**

Section 7.1 **Fiscal Year.** The fiscal year of the Corporation shall end at the time determined by the Board of Directors. If the Board of Directors does not make a determination, the fiscal year of the Corporation shall begin on the first day of [July] of each year and end on the last day of [June] of the following year until such time as changed by resolution of the Board of Directors.

## **ARTICLE 8** **Corporate Indemnification**

Section 8.1 **Corporate Indemnification.** To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs, estate, executors, administrators and personal representatives of such person) who is or was a director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Indiana Nonprofit Corporation Act of 1991, as amended from time to time.

## **ARTICLE 9** **Amendments to By-Laws**

Section 9.1 **Amendments.** The power to make, alter, amend or repeal these By-Laws is vested in the Board of Directors, which power shall be exercised by the affirmative vote of a majority of the directors present at a meeting at which a quorum exists; provided, however, that any proposed amendment shall be included in the notice of a meeting of the Board of Directors to consider such proposed amendment.



**CERTIFICATE OF ASSUMED BUSINESS NAME  
(All Entities)**

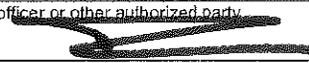
State Form 30353 (R14 / 4-12)  
Approved by State Board of Accounts, 2002

CONNIE LAWSON  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington Street, Room E018  
Indianapolis, Indiana 46204  
Telephone: (317) 232-6576

**INSTRUCTIONS:** Use an 8 1/2" x 11" sheet of white paper for attachments.  
Present original and one (1) copy to address in upper right corner of this form.  
Please TYPE or PRINT.  
Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov).

**FILING FEES PER CERTIFICATE:**

For-Profit Corporation, Limited Liability Company, Limited Partnership      \$30.00  
Not-For-Profit Corporation      \$26.00

1. Name of entity <b>Early Career Academy, Inc.</b>		2. Date of incorporation / admission / organization (month, day, year)	
3. Address at which the entity will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address) <b>9511 Angola Court</b> City, state and ZIP code <b>Indianapolis, Indiana 46268</b>			
4. Assumed business name(s) <b>"The Early Career Academy" and "Early Career Academy"</b>			
5. Principal office address of the entity (street address) <b>13000 North Meridian Street</b> City, state and ZIP code <b>Carmel, Indiana 46032</b>			
6. Signature of officer or other authorized party 		7. Printed name and title <b>David E. Catalano, Incorporator</b>	

This instrument was prepared by:  
**Christopher L. Tucker, Esq.**

# Application for Employer Identification Number

OMB No. 1545-0003

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	<b>1</b> Legal name of entity (or individual) for whom the EIN is being requested <b>Early Career Academy, Inc.</b>	
	<b>2</b> Trade name of business (if different from name on line 1)	<b>3</b> Executor, administrator, trustee, "care of" name
	<b>4a</b> Mailing address (room, apt., suite no. and street, or P.O. box) <b>13000 North Meridian Street</b>	<b>5a</b> Street address (if different) (Do not enter a P.O. box.)
	<b>4b</b> City, state, and ZIP code (if foreign, see instructions) <b>Carmel, Indiana 46032</b>	<b>5b</b> City, state, and ZIP code (if foreign, see instructions)
	<b>6</b> County and state where principal business is located <b>Marion County, Indiana</b>	
	<b>7a</b> Name of responsible party <b>David E. Catalano</b>	<b>7b</b> SSN, ITIN, or EIN <b>079-66-3758</b>
<b>8a</b> Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>8b</b> If 8a is "Yes," enter the number of LLC members ▶
<b>8c</b> If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>9a</b> Type of entity (check only one box). <b>Caution.</b> If 8a is "Yes," see the instructions for the correct box to check.		
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Plan administrator (TIN) _____ <input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ <b>990</b> <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Personal service corporation <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Group Exemption Number (GEN) if any ▶ _____		
<b>9b</b> If a corporation, name the state or foreign country (if applicable) where incorporated	State <b>Indiana</b>	Foreign country
<b>10</b> Reason for applying (check only one box)		
<input checked="" type="checkbox"/> Started new business (specify type) ▶ <b>Charter School</b> <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Created a pension plan (specify type) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____		
<b>11</b> Date business started or acquired (month, day, year). See instructions.		<b>12</b> Closing month of accounting year <b>June</b>
<b>13</b> Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		<b>14</b> If you expect your employment tax liability to be \$1,000 or less in a full calendar year <b>and</b> want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/>
Agricultural <b>0</b>	Household <b>0</b>	
<b>15</b> First date wages or annuities were paid (month, day, year). <b>Note.</b> If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ <b>N/A</b>		
<b>16</b> Check <b>one</b> box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) <b>Charter School</b>		
<b>17</b> Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. <b>Education</b>		
<b>18</b> Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶		

Third Party Designee	Complete this section <b>only</b> if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name <b>Christopher L. Tucker, Esq.</b>	Designee's telephone number (include area code) ( <b>317</b> ) <b>231-6484</b>
	Address and ZIP code <b>11 South Meridian Street, Indianapolis, Indiana 46204</b>	Designee's fax number (include area code) ( <b>317</b> ) <b>231-7433</b>
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) ( <b>317</b> ) <b>706-9478</b>
Name and title (type or print clearly) ▶ <b>David E. Catalano</b>		Applicant's fax number (include area code) ( <b>317</b> ) <b>706-3040</b>
Signature ▶		Date ▶ <b>3/4/13</b>

# Board Meeting Minutes

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## **The Early Career Academy**

Charter High School

## Board Meeting Minutes

Date: March 14, 2013

Board Members: Gary Carlson, Howard Block, David Mann, David Daniels

Board Members in Attendance: Gary Carlson, Howard Block, David Mann

Topic: Application submission for charter school authorization

A board meeting as conducted on March 14, 2013 at 11:30 am. In attendance were Gary Carlson, Howard Block, and David Mann. The board members had previously received a copy of the final charter application and commented that the application was well done. Per the Code of By-Laws, a quorum has been achieved.

Motion: Howard Block made a motion formally approve the submission of the application to the Indiana Charter School Board, the charter authorizer. Gary Carlson second the motion.

Vote:

Gary Carlson - Yes

Howard Block - Yes

David Mann - Yes

The motion is carried and the submission of the charter school application to the Indiana Charter School Board shall take place.

No other business was discussed.

# Statement of Assurances

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## **Attachment 5**

The Early Career Academy

**March 15,2013**

**INDIANA CHARTER SCHOOL BOARD: CHARTER SCHOOL APPLICANT**

**Statement of Assurances**

The charter school agrees to comply with all of the following provisions: (*Read and check*)

- 1. A resolution or motion has been adopted by the charter school applicant's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's designated representative to act in connection with the application and to provide such additional information as required.
- 2. Recipients operate (or will operate if not yet open) a charter school in compliance with all federal and state laws, including Indiana Charter Schools Law as described in all relevant sections of IC § 20-24.
- 3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the Indiana Charter School Board (ICSB) and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.
- 4. Recipients will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments of 1972*, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act*, and section 427 of the *General Education Provision Act*.
- 5. Recipients will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.
- 6. Recipients shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act*, will follow the student, in accordance with applicable federal and state law.
- 7. Recipients will comply with all provisions of the *No Child Left Behind Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act (FERPA) and assessments.
- 8. Recipients will operate with the organizer serving in the capacity of fiscal agent for the charter school and in compliance with generally accepted accounting principles.
- 9. Recipients will at all times maintain all necessary and appropriate insurance coverage.
- 10. Recipients will indemnify and hold harmless the ICSB, the Indiana Department of Education, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any

and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.

11. Recipients understand that the ICSB may revoke the charter if the ICSB deems that the recipient is not fulfilling the academic goals and/or fiscal management responsibilities outlined in the charter.

**Signature from Authorized Representative of the Charter School Applicant**

I, the undersigned, am an authorized representative of the charter school applicant and do hereby certify that the information submitted in this application is accurate and true to the best of my knowledge and belief. In addition, I do hereby certify to the assurances contained above.

**PRINT NAME & TITLE**

GARY R. CARLSON Chair Person

**DATE**

3/15/2013

**SIGN NAME**



# Board Member Information

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## **Attachment 6**

The Early Career Academy

**March 15, 2013**

## 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, the Indiana Charter School Board 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:  
Early Career Academy
2. Your full name: Howard Marc Block
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.  
My contributions to the Board of this charter should benefit from numerous relevant experiences: **I began my career in education in 1992** as I commenced my postgraduate research on educational policy at Stanford University. I completed my dissertation on school choice and charter schools in 1996. In the four intervening years, I served as a Research Associate on several K-12 studies involving school governance. **From 1997 – 2007**, I was a research analyst on Wall Street. I was able to evaluate numerous businesses which served both the K-12 and postsecondary education markets. I learned a great deal about sound and unsound business and education practices in both markets. **Since 2007**, I have sat on the Boards of several education companies which serve markets ranging from Kindergarten through adult learning. I also owned, managed and eventually sold my own education business (National Technology Transfer). **I have had the benefit of studying and managing businesses that range from start-up through decades of operations.**
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 was engaged by ITT Education to conduct some market research on the process of launching a charter school in various states throughout the nation.  
 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. As an independent contractor hired by ITT to conduct research on charter schools, I have met and conferred with two employees of ITT which may serve as the EMO of the school.
  
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. I have been contracted by ITT to conduct research about charter schools and in the course of my work have met or spoken with various ITT employees.
  
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  
*Have provided this information in response to prior items.*
  
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

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**Certification**

I, Howard Block, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for Early Career Academy Charter School is true and correct in every respect.



Signature

March 12, 2013

Date

## 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, the Indiana Charter School Board 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:  
The Early Career Academy
2. Your full name: David Mann
3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
X 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.  
Please see attached bio.
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?  
X 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. X Yes – know David Daniels through Kevin Modany and KIPP Indianapolis
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.  
X I / we do not know any such persons. – however, have done legal work with Barnes & Thornburg in the past and someone from that firm is working with the ECA  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.  
X 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. X Yes – In my role as board chair of KIPP Indianapolis, I have gotten to know Kevin Modany as he serves on the school's board of advisors. I have also met other employees of ITT through Kevin Modany.
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. X 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. X 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.  
X 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. X None.  Yes

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#### Certification

I, David Mann, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for The Early Career Academy Charter School is true and correct in every respect.

David O. Mann  
Signature

13 MAR.'13  
Date

## 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, the Indiana Charter School Board 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:  
The Early Career Academy
2. Your full name: Gary R Carlson
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

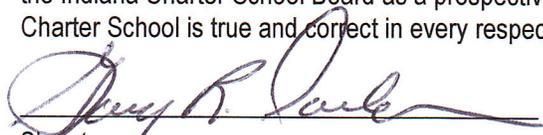
### Disclosures

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, Gary R Carlson, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for The Early Career Academy Charter School is true and correct in every respect.

  
 Signature

3/8/2013  
 Date

## 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.

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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:  
The Early Career Academy
2. Your full name: **David Daniels**
3. Brief educational and employment history. (No narrative response is required if resume is attached.)  
 Resume is attached.

**Name:** David Daniels

**Title:** President

**Department:** Integrated Solutions

**Business:** Pearson Learning Solutions

**Locations:** Indianapolis, IN

**David Daniels** graduated from Indiana University Bloomington with a degree in Radio and Television. Since joining Pearson in November 1995, David manages a team consisting of learning designers, assessment specialists, project managers, and a business development group specializing in building online and F2F (face to face) courses and curriculum. Under David's leadership Pearson has won 3 CODIE awards for its flagship courseware line, CourseConnect.

His team's primary target is post secondary institutions, but the team also works in the K-12, government, and corporate markets.

He serves on board of Pearson's CTI School in the Republic of South Africa, has served as President of his Parish School Commission, advised and provided assistance to a local Charter School and has been an advisor to many educational tech startups.

David is happily married and the Father of 2 boys and a daughter, Jacob 16, Zachary 14 and Kendall 10. In his free time he coaches various CYO sports, and volunteers at his local parish.

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.

**Presently, I am on the board of a post-secondary school in South Africa, CTI. CTI is registered with the Department of Higher Education and Training (DHET) as a private higher education institution and its programs are accredited by the Higher Education Quality Committee (HEQC) of the Council on Higher Education (CHE) in South Africa. All CTI's qualifications are accredited by the HEQC (South Africa) and registered on the National Qualifications Framework (NQF) by the South African Qualifications Authority (SAQA). CTI's degrees are accredited and registered by the HEQC in South Africa and the South African Qualifications Authority (SAQA) respectively. All these programs culminate in Bachelor's degrees in the fields of Commerce or Information Technology at 12 campuses in South Africa. I also served as an advisor to a charter school board in Indianapolis, IN. KIPP**

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- I know Gary Carlson from a past relationship when he worked at ITT/ESI

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 If ITT/ESI is going to do business with the school then I do know people at ITT/ESI

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.

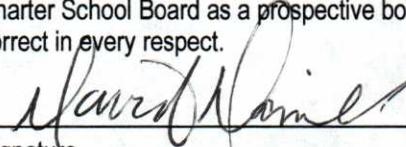
I / we do not know any such persons.  Yes The company I work for does business with the Education Management Organization, ITT Educational Services Inc. providing learning materials for students.

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 The company I work for has a contract to provide curriculum and educational materials to ITT Educational Service Inc, the Education Management Organization.
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 The company I work for has a contract to provide curriculum and educational materials to ITT Educational Service Inc, the Education Management Organization. The Early Career Academy offers educational courses and some of the learning materials from those courses are purchased by ITT Educational Services Inc. My company is not selling anything directly to The Early Career Academy.
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 The company I work for has a contract to provide curriculum and educational materials to ITT Educational Service Inc, the Education Management Organization.
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

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#### Certification

I, David Daniels, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for The Early Career Academy Charter School is true and correct in every respect.

  
Signature

3.12.13  
Date

# Code of Ethics and Business Conduct

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## Attachment 7

The Early Career Academy

March 15, 2013

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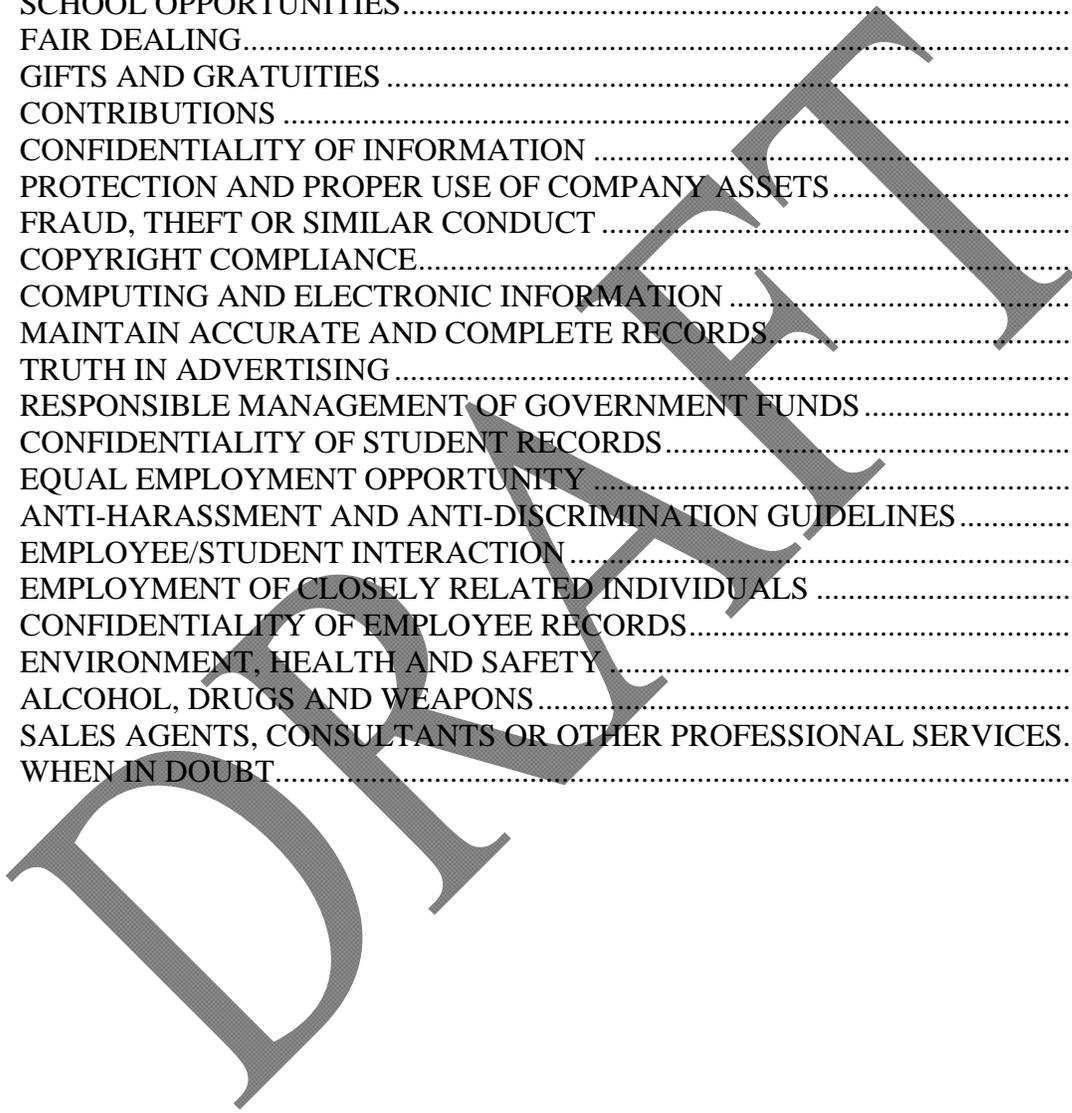
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## Background

The School is a non-profit educational institution dedicated to serving the public. The School utilizes public funds in order to provide the best possible learning experience and help each student maximize his or her potential, while meeting the highest performance standards. The ability of the School to reach its goals depends, in large part, on effective governance by the School's Board of Directors (hereinafter referred to as "Board"). Effective governance entails providing the School with objective oversight and assistance in guarding the public investment in the School.

The Board will operate according to the "Policy Board" model of governance. As a Policy Board, the Board will observe several basic tenets: it will exercise its authority with one voice and will not require the School to respond to individual Board members; it will work on behalf of the community stakeholders of the School; it will determine objectives for the School and hold the School Administration accountable for achieving those objectives; it will ensure the delivery of a high-quality School in return for the public's investment; and it will provide the School Administration with the means to manage the School independently and effectively.

The policies contained within this Board Governance and Administrative Policy Manual will provide the fundamental principles underlying actions taken by the Board and Administration. These policies are intended to be reviewed on an annual basis and amended on an as-needed basis. Violations of these Policies by Board members may result in removal from the Board.

## ETHICS AND COMPLIANCE

The staff involved in the operation of the Early Career Academy (ECA), must adhere to the following policies. ECA operates its business in accordance with the highest ethical standards and all applicable laws, regulations and rules. The company places the highest value on the integrity of each of its employees, representatives and Executive Directors. In addition, all employees, consultants and representatives of ECA are responsible for complying with all applicable laws, regulations and rules, in both the United States and other countries. ECA's corporate culture demands not only legal compliance, but also responsible and ethical behavior.

Unless otherwise specifically noted, the policies in this *Code* apply across ECA, in all subsidiaries, businesses, countries and states. The *Code* does not cover all ECA policies or all laws. If a **law, regulation or rule** conflicts with a policy in this *Code*, one must comply with the law, regulation or rule. A business or state may have policies and practices which require more than is required by this *Code*, and the same may be true of local law. In all of those instances, one must follow the stricter policy, practice or law. Think of this *Code* as a baseline, or a minimum requirement, which must always be followed. The **only** time a person can go **below** the baseline is if a **law, regulation or rule** absolutely **requires** him/her to do so.

ECA's Board is the only group who can waive compliance with any policy in this *Code* by any ECA employee, consultant or representative. Any waiver of compliance with any policy in this *Code* by any ECA employee must be promptly disclosed to their immediate supervisor.

Every Board Member, Executive Director, employee, consultant and representative must read and understand this *Code* before undertaking any work on behalf of ECA.

## POLICY VIOLATION

All ECA employees, agents, consultants and representatives must understand and comply with ECA's

*Code*. Violation of the *Code* will not be tolerated and will result in discipline for employees and other appropriate consequences for non-employees. If you have any questions about the *Code*, please see Seeking Advice.

Each board member, employee, consultant and representative is responsible for adhering to ECA policy in all matters related to ECA business. If an individual knows or has good grounds for suspecting that any illegal or unethical conduct has occurred or is planned by any employee, he/she must report it to either the Executive Director. A report may be anonymous. Reports of *Code* violations will be promptly investigated. Reasonable measures will be undertaken to preserve the confidentiality of information that is reported during the investigation and to protect persons who report information from retaliation. Following the investigation, appropriate corrective measures will be taken.

All ECA managers and supervisors are accountable for the actions of their employees. They must make sure that all of the employees reporting to them adhere to ECA policy. The primary responsibility for compliance rests on their shoulders and this responsibility cannot be delegated. To achieve compliance, it is the managers' and supervisors' assignment to ensure that all employees are made fully aware of the importance of compliance and understand the procedure for reporting violations.

### **NON-RETALIATION**

Anyone who in good faith raises an issue regarding a possible violation of law, regulation, rule or company policy will be protected from retaliation by any ECA board member or employee. It is a violation of this *Code* for anyone to be discriminated against or harassed for making a good faith report to the company of a suspected violation of law or policy. If a person feels that you are being retaliated against in violation of this policy, please follow the procedures for reporting suspected violations (please see Seeking Advice).

### **VOLUNTARY DISCLOSURE OF IRREGULARITIES**

ECA is committed to operating its school business in accordance with the highest level of integrity and ethical standards. Should an improper practice or irregularity occur within the school, the school is committed to making all necessary corrections, taking remedial action to prevent recurrence and making timely and appropriate disclosure of the improper practices or irregularities to the proper authorities.

### **CONFLICT OF INTEREST**

ECA board members and employees must exercise sound judgment guided by the highest personal standards of honesty and integrity in all matters affecting ECA. No board member or employee may abuse a position for personal advantage or to promote any action contrary to ECA's stated ethical standards. Private interests of board members or employees that interfere or appear to interfere with ECA's interests are prohibited. Actions or interests of a board member or employee that make it difficult to perform his or her work objectively and effectively are prohibited.

ECA board members and employees must attempt to avoid conflicts of interest and if an apparent conflict of interest develops, the ECA employee must promptly disclose the situation to his/her supervisor or to the ECA Executive Director, and if a conflict arises with the ECA Executive Director then he/she must promptly disclose the situation to the ECA Board.

Each employee must promptly disclose to his or her supervisor any family or personal relationships that might give the appearance of influencing the employee's judgment in his or her ECA school activities.

No employee may take or approve any action that would result in incurring any ECA obligation in paying or promising to pay any ECA funds that is not authorized under company policy.

No employee may use ECA facilities, property or working time to promote non-ECA or non-school-related interests of the employee or of third parties without the prior consent of his/her supervisor.

No board member or employee may disclose or use any confidential information of ECA for the personal profit or advantage of the board member or employee or of any other person. Board members, employees and their family members may not accept any gifts of cash, food or other items of more than token value from anyone in connection with ECA business or as a result of the board member or employee's position in the school. Each employee must report immediately to his/her supervisor any offer or attempted gift of more than token value.

Any violation of this Conflict of Interest policy by any (i) employee will result in disciplinary action up to and including termination of employment or (ii) non-employee will result in appropriate consequences.

### **SCHOOL OPPORTUNITIES**

ECA employees are prohibited from:

- Taking for themselves opportunities that are discovered through the use of ECA property, information or position.
- Using ECA property, information or position for personal gain.
- Competing with ECA.

ECA employees owe a duty to ECA to advance its legitimate interests when the opportunity to do so arises.

### **FAIR DEALING**

ECA employees must deal fairly with the school's students, suppliers, parents and employees. No unfair advantage should be taken of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair practice.

### **GIFTS AND GRATUITIES**

No ECA board member, employee, agent or representative will directly or indirectly give, offer, ask for, or accept a gift or gratuity from an employee or other representative of any current or potential customer or supplier, or of a regulatory authority, in connection with a transaction or proceeding between ECA and the other organization. Gifts and gratuities that are not connected with a transaction or proceeding are acceptable if they meet the rules set forth in the paragraphs below. However, **if a supplier or government agency has adopted a more stringent policy than ECA's regarding gifts and gratuities, ECA board members, employees, consultants, and representatives must comply with that more stringent policy.**

#### ***Government Employees in the U.S.:***

No ECA board member, employee, agent or representative anywhere in the world will give, offer or promise an employee of a local, state or federal government in the U.S., or a member of their immediate family, anything of value, with the following exceptions:

Federal Government Executive Branch: (This includes all federal government agencies with the

exception of the courts and the Congress.) Gifts from ECA worth \$20 or less, with a calendar maximum value of \$50 for any one federal government employee are allowed; and refreshments such as coffee, juice or soft drinks during a business meeting are allowed. The following are also permitted and not considered to be gifts: the provision of food to a federal government employee at an event where the federal government employee speaks; and payment of a federal government employee's admission to "widely attended" (i.e., industry) gatherings.

**Federal Government Congressional Branch:** No gifts worth \$10 or more may be given to members or employees of the Congressional Branch without the prior written permission of ECA's Board. Food and refreshments of nominal value or incidental to a meeting may be provided.

**State and Local Government:** In some states, no gift of any kind may be given. In other states, gifts from ECA of token value are allowed; lunches and dinners in connection with a business meeting, conference, seminar or convention are allowed; and refreshments such as coffee, juice or soft drinks during a business meeting are allowed. Where state law is more stringent than ECA policy, the state law must be followed.

***Government Employees Outside the U.S.:***

Many countries have laws or rules about giving gifts to people who are employed by the government of that country. Some countries have laws that limit the gifts that can be given to people who are employed by the government of other countries. It is ECA policy to fully comply with all of those laws and rules. In addition, a U.S. law, the Foreign Corrupt Practices Act ("FCPA"), prohibits ECA, or anyone acting on behalf of ECA, from making a payment or giving a gift to a non-U.S. government official for purposes of obtaining or retaining business. The FCPA applies to ECA everywhere in the world we do business. The FCPA applies to you even if you are not a U.S. citizen.

A violation of the FCPA occurs when a payment is made to a non-U.S. government official while "knowing" that the payment will be used to unlawfully get or keep business or direct business to anyone else. Under the FCPA, "knowing" includes situations where the circumstances make it fairly obvious that an illegal payment will occur, even if the ECA representative did not actually know the payment would be made.

***People not Employed by any Government:***

Unsolicited gifts, gratuities or business courtesies from or to a non-governmental business associate, including meals and entertainment, are permissible if they: (1) are customary in the trade or industry; (2) do not exceed token value; and (3) are given and accepted without an express or implied understanding that the recipient is in any way obligated. It is never acceptable to solicit gifts, gratuities or business courtesies for the benefit of an ECA board member, employee, family member or friend.

***Bribery, Kickbacks and Payoffs:***

Bribery is unacceptable. It is absolutely imperative that each and every person who does business with ECA understands that we will not, under any circumstances, give or accept bribes, kickbacks or payoffs.

**CONTRIBUTIONS**

ECA will not make any contribution, directly or indirectly, to any candidate for public office, political party, political action committee, other political organization or referendum campaign, unless permitted by applicable law and only upon the prior approval of the ECA Board of Directors. In addition,

employees may not be given time off with pay for political activity, although time off without pay may be possible if consistent with local policies and laws.

ECA does not contribute to certain types of organizations, such as the following: (a) religious, when the benefits of such contributions inure exclusively to the particular religious group; (b) racial, when the benefits of such contribution inure exclusively to the particular racial group; and (c) veterans, unless funds are being sought for purposes which will benefit all the people in the community. (Note: minor items, such as the purchase of tickets or courtesy “advertising” in souvenir programs, etc., which may be considered as “donations” to social and welfare organizations, are not prohibited by this policy.)

Under no circumstances will ECA support or permit contributions to any group or association listed by the Office of the United States Attorney General as being subversive to the interests of this country.

### **CONFIDENTIALITY OF INFORMATION**

ECA employees must maintain the confidentiality of information entrusted to them (except when disclosure is authorized or legally mandated), including all non-public information that might be of use to competitors or harmful to ECA or its students if disclosed. ECA employees must protect and restrict the transfer of confidential company and student information to anyone outside of ECA.

The Executive Director and the Board of Directors are the only Authorized ECA official Spokespersons for the company:

The Authorized Spokespersons are the only ECA representatives authorized to communicate externally on behalf of the company with respect to matters pertaining to and including, without limitation, growth plans, student census, student enrollments or school expansions.

This policy also prohibits any ECA employee who is not an Authorized Spokesperson from initiating or responding to any information, rumor, speculation or any other reference regarding ECA's finances or operations in a public forum, unless authorized to do so by an Authorized Spokesperson. A public forum includes, but is not limited to, external communication with one or more individuals via verbal or written communication and participation in any form of Internet communication, such as chat rooms or bulletin boards. If an ECA employee hears or sees any misinformation, factual error or speculation in any public forum, the employee must report it promptly to the ECA Executive Director. It is the policy of ECA not to comment on rumors or speculation.

### **PROTECTION AND PROPER USE OF SCHOOL ASSETS**

ECA board members and employees must protect school assets and ensure their efficient use. All ECA assets should be used for legitimate educational purposes. Information, intellectual property and innovative ideas are valuable ECA assets. These intangible assets must be appropriately managed and protected. Information pertaining to growth and strategic plans, technology, directional strategy, students, salaries, etc. must be protected from misuse. Intellectual property rights, including patents, trademarks, copyrights, and know-how must be planned for and managed with the same degree of care as any other valuable asset. New concepts and ideas will be identified for purposes of evaluation and protection, as appropriate, to support the long-term and short-term goals of the school.

All equipment and supplies purchased by ECA are the property of ECA. This includes, but is not limited to, office supplies, office furniture, fax machines, computers, software and hardware, Internet access, telephone equipment and electronic mail. ECA's property, materials, supplies or equipment may not be used by any ECA employee for any personal reason, unless (a) the ECA Executive Director specifically

approves such employee's use in advance or (b) the employee's supervisor specifically approves such employee's use in advance. Waste or disregard for company property is also prohibited. Board members or employee use of any ECA equipment or property, including, without limitation, its telephone, computer and e-mail systems, may be monitored and/or searched by ECA and, by engaging in such use, ECA board members and employees consent to such monitoring and searching.

ECA board members and employees have an obligation to protect and manage educational software and intellectual property rights. "Software" includes programs, routines and procedures that cause a computer system to perform a predetermined function or functions, as well as the supporting documentation. This includes algorithms, flow charts, diagrams, specifications, diagnostic and testing materials and operating or maintenance manuals. ECA board members and employees using, acquiring or developing software must make sure that the appropriate intellectual property rights (copyrights, patents and trade secrets) in the software are obtained and secured, whether the software is to be used inside ECA or marketed outside ECA. Software must be identified, accounted for, controlled, documented, priced and classified for security purposes by the ECA business unit which develops or acquires the software. All software use must be in compliance with applicable laws and contractual obligations assumed by ECA, including copyright laws and necessary licensing. No ECA board member or employee may use unlicensed software or create or use unauthorized copies of software. For questions concerning software protection, acquisition or distribution, contact the ECA Executive Director.

#### **FRAUD, THEFT OR SIMILAR CONDUCT**

Any act that involves theft, fraud, embezzlement or misappropriation of any property, including that of the school or any of its board members, employees, suppliers or students, is prohibited.

#### **COPYRIGHT COMPLIANCE**

ECA believes strongly in respecting the intellectual property rights of others, including the copyrighted works of authors, publishers and programmers.

Employees are permitted to make copies of only internal documents produced by ECA and those works which are not the subject of a third party's copyright. Works that are not subject to copyright, such as U.S. government works and works already in the public domain, may be freely photocopied. If a board member or employee has a question regarding whether a work is in the public domain, such question should be addressed to the Executive Director.

With regard to newsletters, magazines or other publications, only limited photocopying which constitutes a de minimus or fair use is authorized. Such authorized copying includes the table of contents of copyrighted newsletters, magazines or other publications which are used to allow individuals to determine whether those contents are of interest, where the actual copy of the newsletter, magazine or other publication is made available in a company library or otherwise circulated. The photocopying of entire copyrighted articles, or large portions of the articles, is not authorized by ECA.

If a board member or employee does wish to receive multiple copies of copyrighted articles or other publications for internal distribution, options are available. The board member or employee may be able to obtain the specific permissions necessary for such duplication from the copyright holder, which is typically the publisher and/or the author. The board member or employee must obtain this permission in writing.

Computer software is also covered by copyright under U.S. laws. ECA has specific licensing agreements

with the owners of software copyrights for all software installed on ECA computers. Employees must not copy any software installed on ECA computers for installation on computers at the employees' homes or elsewhere without obtaining the permission of the ECA Executive Director. Similarly, employees should not install personal software on ECA computers without obtaining the permission of the Executive Director.

Under U.S. law, the subject matter of copyright is very broad. Copyright applies to all creative works of authorship. This includes, but is not limited to, books, magazines, newspapers, cartoons, trade journals, newsletters, instruction manuals, pictures, drawings, maps, sound recordings, television programs and videotapes. If an employee wishes to copy materials such as a videotape or material found on the Internet, the employee must first obtain permission in writing from the copyright holder.

## **COMPUTING AND ELECTRONIC INFORMATION**

ECA, in furtherance of its educational objectives, provides computing and network services, usually without charge, to its educational community. These services, the hardware associated with providing them and all information transmitted by, received from or stored therein are all considered part of the company infrastructure and are the property of ECA. Use of ECA's computing and network systems is limited to authorized users (i.e., students admitted and attending class and ECA board members and employees). All usage of ECA's computing resources, networks and software is to be made for legitimate business, educational, research or employment purposes related to ECA. Any commercial or other use of ECA computing resources, networks or software is strictly prohibited.

User network IDs, computer sign-ons and passwords are the property of ECA and should never be shared. A user must use only his or her own network ID, computer sign-on or password and should never provide his or her network ID, computer sign-on or password to any other user. ECA resources or private computer hardware connected to ECA's computer systems must not be used to provide access to any ECA network to anyone who is not an authorized user. No ECA resources may be used to route non-ECA network traffic through any ECA computer system without the prior written consent of ECA's Executive Director.

All electronic mail ("e-mail") accounts and the contents thereof are the property of ECA. ECA provides e-mail services to its board members and employees at ECA's expense to assist them in furthering ECA's business and educational mission. E-mail messages should not be regarded as private, and ECA can not guarantee the confidentiality of e-mail messages. ECA has the capability to access, review, copy and delete any messages sent, received or stored on the ECA e-mail system. ECA, although it does not regularly monitor e-mail communications, reserves the right to inspect, monitor, disclose or discontinue e-mail communications without consent or notice for any reason whatsoever, including, without limitation, when consistent with and/or required by law, there is evidence or reason to believe violations of law or ECA policy are taking or have taken place, or computer maintenance or operational concerns require such action.

ECA e-mail services may not be used for: unlawful activities; commercial purposes (whether or not under the auspices of ECA); personal financial gain; or any other use that violates any other ECA policy or guideline, including any policy regarding intellectual property or regarding sexual or other forms of harassment. Each user must use his or her name, e-mail address and time and date of transmission on all e-mail messages he or she sends and shall not employ any false identity on e-mail messages. Users shall not be permitted to send unsolicited "junk" e-mail or mass electronic mailings or chain letters without a legitimate ECA business or educational purpose.

ECA e-mail systems are intended for purposes related to ECA's business purposes and educational mission. If board members or employees do make incidental personal use of the e-mail system, however, such personal communications are not private and are subject to the same conditions as all other e-mail, as described above. Users shall also not give the impression that they are representing or otherwise making statements on behalf of ECA in such personal communications.

Board members and employees must exercise a greater degree of caution in transmitting ECA confidential information or educational records on the e-mail system than with other means of communication (such as letters and phone calls) because of the reduced effort required to redistribute such information. Confidential information must never be transmitted or forwarded to individuals or entities outside of ECA not authorized to receive that information and must not be forwarded to other ECA employees not authorized to receive that information. Particular care should be exercised when using distribution lists to distribute sensitive information, as such lists are not always kept current. Some of the messages sent, received or stored on the ECA e-mail system will constitute confidential, privileged communications between the school and its attorneys. Upon receipt of a message either from or to counsel, a user must not forward such message to anyone without authorization.

All use and access of the Internet from ECA's computing systems is subject to the following guidelines:

- Access to pornographic, gambling, "hate speech" or similar Web sites is strictly prohibited. Web sites accessed by ECA board members and employees using ECA's computing systems may be monitored.
- Any Web page created must be authorized by the ECA Executive Director. Each such Web page must include contact information, including an e-mail address, of the writer or publisher on each page.
- Creation of any Web page must comply with copyright laws for all content, including photographs, illustrations and other graphic images that were created by others. Downloading an image from any Web site without permission usually violates copyright law.
- Board members and employees are prohibited from discussing any information about ECA in Internet chat rooms or posting any information about ECA on any Internet bulletin or message board without the prior written authorization of the ECA Executive Director.

Users of ECA's computing systems must respect the privacy and rules governing all information accessible through the systems. For example, users must not intentionally seek information on, obtain copies of or modify files, tapes or passwords belonging to other users or ECA available on ECA's computing systems. Users of ECA's computing systems must respect the finite capacity of the computing systems. For example, users shall limit usage of the computing systems so as to not interfere with the usage of others and must not use the computing systems for profit-making or fund-raising activities without specific written authorization from the ECA Executive Director. Users of ECA's computing systems must respect the integrity of the computing systems. For example, users must not knowingly download, transmit or install any virus, Trojan horse, worm or other potentially destructive code on any ECA computing system. Users of ECA's computing systems must ensure that their usage of such systems complies with all applicable local, state and federal laws.

If ECA receives any evidence of any violation of this policy, security breach or use of ECA resources for an illegal purpose (including the unauthorized use of copyrighted materials or licensed software), ECA may terminate the user's network access without consent or notice and impose other disciplinary action.

## **MAINTAIN ACCURATE AND COMPLETE RECORDS**

Every employee has the responsibility to maintain accurate and complete records. No false, misleading or artificial entries may be made on ECA's books and records. No funds or assets may be maintained by the company for any illegal or improper purposes. All transactions must be fully and completely documented and recorded in the company's accounting records.

## **TRUTH IN ADVERTISING**

It is ECA policy to avoid any misstatement or misrepresentation of fact or misleading impression in any of its advertising, literature, exhibits or other public statements. All statements made in support of our products and services should be true and supported by documentation. Any questions about whether an advertisement or other marketing material meets the requirements of this policy should be made to the Executive Director.

## **RESPONSIBLE MANAGEMENT OF GOVERNMENT FUNDS**

Federal law and regulations prohibit ECA from participating in any federal student financial aid program under Title IV of the Higher Education Act of 1965, as amended, if ECA has any employee who has been convicted of, or pled *nolo contendere* or guilty to, any crime involving the acquisition, use or expenditure of federal, state or local government funds, or who has been administratively or judicially determined to have committed fraud or any material violation involving federal, state or local government funds. To ensure that ECA does not violate these regulations, each employee must certify in writing that no such convictions, pleas or determinations have been made with respect to him or her as a condition of employment. If any current or future ECA employee is affected by any such conviction, plea or determination, their employment or prospect for employment with ECA will immediately cease.

## **CONFIDENTIALITY OF STUDENT RECORDS**

The Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") contains requirements designed to afford parents and students privacy and other rights with respect to student educational records. In addition, FERPA includes limitations on what student records institutions can disclose and to whom institutions can disclose student records without the student's prior consent. FERPA applies to the education records of all current and former students of ECA's programs. ECA will fully comply with all of the FERPA requirements, and each employee at each of ECA's programs is responsible for knowing, understanding and following the FERPA requirements. The FERPA requirements are explained in detail in ECA policy AA 9.0.

## **EQUAL EMPLOYMENT OPPORTUNITY**

ECA provides equal opportunity to all employees and applicants for employment without regard to race, religion, color, sex, age, national origin, disability or any other legally protected status, and practices non-discrimination in all aspects of its school environment. This policy applies to all conditions of employment including, without limitation, recruitment, selection, placement, transfer, promotion, training, compensation, benefits and termination. All decisions regarding conditions of employment are based on an individual's overall qualifications and his or her ability to meet the requirements of the position. Qualified individuals with legally recognized disabilities shall be provided with reasonable accommodation, except where such accommodation would cause ECA an undue hardship.

ECA believes that it is the responsibility of managers and employees alike to make known to the

appropriate supervisor of Equal Employment Opportunity (“EEO”) violations, complaints or concerns so that corrective action may be taken. It is the policy of ECA to give prompt attention and review to any complaints by employees regarding alleged violations of company EEO policies.

If a person has an EEO related problem, he/she should first attempt to discuss it with his/her supervisor. If that is not feasible, then the next level supervisor should be consulted for a solution. If he/she is not satisfied with either the response or corrective action, you may take the problem to the Executive Director or Board. Confidential counseling will be provided.

## **ANTI-HARASSMENT AND ANTI-DISCRIMINATION GUIDELINES**

ECA believes in providing a school environment free of discrimination and harassment. That means that employment discrimination or harassment based on sex, race, age, disability, religion, national origin, color, gender, sexual orientation or any other protected status of employees or applicants for employment (collectively, “Employees”), students or student applicants (collectively, “Students”) or any other ECA customer, invitee or licensee (collectively, “Customers”) will not be tolerated.

Employees are prohibited from harassing Students, Customers and Employees whether or not the incidents occur on ECA premises and whether or not the incidents occur during school hours.

Employees with supervisory responsibility may not have a romantic, dating or sexual relationship with any employee with whom they assign work, evaluate or influence employment or compensation decisions without both parties promptly advising the ECA Executive Director or Board in writing of such a relationship, so that appropriate assurances/ arrangements can be made to assure mutual consent and no adverse impact in the workplace.

Reports and/or complaints of a discriminatory working environment for employees, learning environment for Students or business environment for Customers, sexual advances, or other discriminatory or harassing conduct or practices will be promptly investigated. Reasonable measures will be undertaken to preserve the confidentiality of information that is reported during the investigation and to protect persons who report information from retaliation.

Following the investigation, corrective measures will be taken, including, but not limited to, the counseling, reprimand, suspension or discharge of individuals engaging in any prohibited harassment or discrimination. Appropriate documentation of the matter will also be made.

## **EMPLOYEE/STUDENT INTERACTION**

The conduct of an employee entering into a personal, social or romantic relationship with a student or prospective student is inconsistent with the obligations of an ECA employee to maintain a professional demeanor toward the student or prospective student. ECA employees are prohibited from (i) pursuing a social relationship with any student or prospective student that involves any interaction outside the normal scope of the educational services ECA provides to the student, (ii) pursuing a romantic relationship with any student, (iii) dating any student or (iv) cohabiting with any student, unless the employee is related by marriage or blood to the student. Violation of this policy will result in disciplinary action up to and including termination.

## **EMPLOYMENT OF CLOSELY RELATED INDIVIDUALS**

It is ECA policy not to employ persons closely related to ECA board members or officers without the approval of the Board of Directors. Closely related persons may not be employed at ECA when such

employment creates a situation in which one employee has effective control over any aspects of the other's employment or if the employees share responsibility for control or audit of significant school assets. Further, closely related employees are prohibited from positions in which there may be the potential or an appearance of favoritism or conflict of interest.

### **CONFIDENTIALITY OF EMPLOYEE RECORDS**

It is ECA policy to safeguard the confidentiality of employee records. Only those ECA board members and employees having a substantial and legitimate business need to know may have access to an employee's records. Any board member or employee given access to such records will safeguard them and will maintain the confidentiality of information acquired. Medical records of ECA employees will be kept separate, will be maintained privately and confidentially, and will not be made available without written release from the employee concerned unless required under applicable law.

### **ENVIRONMENT, HEALTH AND SAFETY**

It is ECA policy to establish and manage a safe and healthy school environment and to manage its school in ways that are sensitive to the environment and conserve natural resources. ECA will comply with all environmental, health and safety laws and will internally establish and comply with our own stricter standards where we believe the applicable laws do not adequately protect health, safety or the environment.

### **ALCOHOL, DRUGS AND WEAPONS**

The use and abuse of alcohol and the illegal use of drugs can affect an employee's productivity and efficiency, jeopardize the safety of the user and the public, and harm the reputation of ECA and its employees. Accordingly, the possession, use, distribution, manufacture or sale of illegal drugs or alcohol on ECA premises, on school time or in connection with ECA business is prohibited. Any violation shall constitute grounds for disciplinary action up to and including dismissal. Coming to school under the influence of alcohol or illegal or illicitly used drugs or the consumption of these substances during school hours is prohibited and will result in immediate termination of employment.

Carrying or possessing any handguns, firearms, weapons, explosives or other dangerous weapons, instruments or materials in the school, on ECA premises, or while on job-related business is not acceptable conduct and is prohibited. Any violations of this policy can lead to disciplinary action, up to and including termination.

### **SALES AGENTS, CONSULTANTS OR OTHER PROFESSIONAL SERVICES**

Sales agents, consultants and representatives are required to observe the same standards of conduct as ECA board members and employees when conducting business with or for ECA. No board member or employee may indirectly, through agents, do anything the board member or employee is prohibited from doing under ECA policy. No payment on behalf of the corporation or any of its subsidiaries will be approved or made with the intent that any part of the payment is to be used for any purpose other than that described by the documents supporting the payment. Business integrity is a key standard for the selection and retention of those who represent ECA. It is extremely important that we engage in thorough due diligence before retaining any sales agent or consultant.

## **WHEN IN DOUBT**

If you are in doubt about a business conduct situation, ask yourself the following questions:

Is it legal?

Does it violate ECA policy?

Is it consistent with ECA's values?

Is it fair and just?

How does it make me feel about myself?

What would my family think about it?

How would it look in a newspaper article?

Will I sleep soundly tonight?

What would I tell my child to do?

If you are unsure about what to do, ask questions and keep asking until you are certain you are doing the right thing.

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# Education Service Provider Information

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Attachment 8

**The Early Career Academy**

**March 15, 2013**

**Terms Summary from Proposed Educational Products and Services Agreement**

<b>School Management Contract Provision</b>	<b>Agreement Item Reference</b>	<b>Notes on term from proposed Agreement</b>
Proposed duration of the contract that aligns with the ICSB 5-Year charter term	6.1	5 Year
Roles and responsibilities of the school governing board	3.5 3.6 3.13 4.1	Appointment and replacement of Executive Director Monitoring teacher performance and conduct Negotiating lease for school facilities and services Conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation.
Roles and responsibilities of the school staff	3.5.c	The Executive Director shall work to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn. The Teachers shall report to the Executive Director or such individual as shall have been designated by him or her, and the Executive Director shall be subject to oversight by the Charter School Board. The Executive Director shall comply with ESI practices and protocols in the delivery of the Educational Services and shall report to ESI as to the operation of the Charter School. ESI shall not limit the ability of any employee to work for the Charter School or a replacement service provider in the event that this Agreement is terminated.
Roles and responsibilities of the service provider	2 3 9 14	Educational Products to be Provided by ESI (see draft agreement for details) Educational Services provided by ESI (see draft agreement for details) Financial obligations (see draft agreement for details) Insurance (see draft agreement for details)
Scope of services and resources to be provided by the service provider	3.7 3.8 3.9 3.10 3.11 3.12 3.13 3.14	Contracted Services Educational Resource Center Instructional Staff Support and Development Technical Support and Maintenance Educational and Financial Records Services to Special Needs Students School Facilities and Services Financial and Other Reporting

	3.15 3.16 3.17 3.18	Management of Hardware and/or Software Management of Instructional Materials Accountability Plan Other Management Services (see draft agreement for details)
Performance evaluation measures and mechanisms	3.17	ESI shall be responsible for ensuring the Charter School meets the performance criteria outlined in the Accountability Plan referenced in the Charter.
Detailed explanation of compensation to be paid to the provider	9.1	As compensation for the Educational Products and Services provided by ESI under this Agreement, ESI and the Charter School shall negotiate in good faith a schedule of fees (the “Fee Schedule”) for each year of the Term that shall apply to the following Academic Year. (refer to “Fee Schedule for Products and Services” at back of the draft agreement)
Financial controls and oversight	3.14	ESI will provide treasury and accounting reports to the extent not provided by the third-party bookkeeping firm engaged by the Charter School Board for all ESI activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School or Charter School Board. ESI will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter and will assist in providing any information required by the Authorizer, Charter School, Indiana Department of Education or its auditors to the extent that it has the information as the Charter School Board will engage a third party bookkeeping firm and an auditor. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor ESI performance. ESI specifically acknowledges its responsibility to make information concerning the operation available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. ESI shall also respond to requests for public records, subject to the ultimate control of the Charter School Board. Financial and other data will be available to the Charter School Board separately from ESI operations or any other schools managed by ESI.
Methods of contract oversight and enforcement	1.19	“ <b>Performance Review</b> ” shall mean a review of ESI’s performance under this Agreement, conducted at the Charter School Board’s discretion; the design, performance criteria and the

	6.3.e	<p>methodology which shall be developed by the Charter School Board in consultation with ESI.</p> <p>...if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether ESI has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than April 1</p>
Investment disclosure		Not Applicable
Conditions for renewal and termination of the contract	6.2	<p>Renewal: Upon expiration of the Initial Term, this Agreement shall be automatically renewed for an additional term of five years or such other renewal period agreed upon by the Parties and allowed by applicable law, unless either Party provides the other Party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".</p>
	6.3, 6.4	<p>Termination: See draft agreement for detailed terms</p>

**EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT**

**DATED**

**[MONTH, DAY, YEAR]**

**BETWEEN**

**ESI SERVICE CORP.**

**AND**

**THE EARLY CAREER ACADEMY**

\_\_\_\_\_, 2013

This **EDUCATION PRODUCTS AND SERVICES AGREEMENT** (“Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ by and between **ESI Services Corp.**, an Indiana Corporation (“ESI”) and wholly owned by ITT Educational Services, Inc. and **EARLY CAREER ACADEMY, Inc.**, a non-profit education corporation holding a charter (the “Charter School”) (individually a “Party” and collectively the “Parties”).

## **RECITALS**

**WHEREAS**, the Charter School has requested or secured authorization from the Indiana Charter School Board (“Authorizer”) to operate a charter school pursuant to Ind. Code §20-24 *et seq.*;

**WHEREAS**, ESI has a proven record of providing innovative educational products and services to students pursuing a higher education degree and successfully managing the day-to-day operation of educational programs, including but not limited to providing the “Educational Products and Services” as defined in Section 1.12 below;

**WHEREAS**, the Charter School desires to contract with ESI to provide such Educational Products and Services, and ESI desires to contract with the Charter School to provide such Educational Products and Services; and

**WHEREAS**, the Charter School and ESI are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and Products of Educational Products and Services by ESI on behalf of the Charter School.

**NOW THEREFORE**, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

### **1. Definitions.**

1.1 “**Academic Year**” shall mean the school year as defined by the School Calendar (as defined in Section 1.20).

1.2 “**Administrative Staff**” shall include the employees of ESI holding the positions described in Section 3.5.

1.3 “**Affiliate**” shall mean any entity controlling, controlled by, or under common control with, ESI. ITT Educational Services, Inc. and its affiliates shall be deemed Affiliates of ESI.

1.4 “**Authorizer**” shall mean the Indiana Charter School Board.

1.5 “**Budget**” shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 9.

1.6 “**Charter**” shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways

to measure success, or any such other provisions allowed or required by the Charter School Law. The terms of this Agreement shall be subject to the Charter, which is incorporated here by reference. Any conflict between the Charter and this Agreement shall be reconciled in favor of the Charter.

1.7 “**Charter School Board**” shall mean the Board of Directors of the Charter School.

1.8 “**Charter School Law**” shall refer to Ind. Code §20-24 *et seq.*, and relevant state regulations.

1.9 “**Career Academy Counselors**” shall mean employees who perform the responsibilities described in Section 3.6(e).

1.10 “**Confidential Information**” shall have the meaning set forth in Section 10 of this Agreement.

1.11 “**Course(s)**” shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively) that shall meet the educational content or other standards established by the State of Indiana in order to be recognized for high school credit in grades 11-12.

1.12 “**Educational Products and Services**” shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.13 “**Eligible Students**” shall have the meaning set forth in Section 5 of this Agreement.

1.14 “**Enrolled**” shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of their acceptance in the Charter School; (c) has not been expelled or withdrawn from the Charter School; (f) has not enrolled in another full-time public or private school; and (g) for whom the enrollment requirements of the Charter School have been met.

1.15 “**Facility**” means the building from which educational services are provided to Students. The Facility shall also house the administrative offices of the Charter School.

1.16 “**Instructional Materials**” shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.17 “**On-Site Teachers**” are Teachers employed in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. On-Site Teachers typically provide face-to-face instruction at the Facility.

1.18 “**Parent/Guardian**” shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over 18 or legally emancipated.

1.19 “**Performance Review**” shall mean a review of ESI’s performance under this Agreement, conducted at the Charter School Board’s discretion; the design, performance criteria and the methodology which shall be developed by the Charter School Board in consultation with ESI.

1.20 **“School Calendar”** shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. ESI will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Indiana law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.21 **“School Handbook”** shall mean the set of policies, rules and guidelines that are to be followed by Students and their Parents/Guardians. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.22 **“Special Needs Students”** shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”), or Section 504 of the Federal Rehabilitation Act of 1973.

1.23 **“Student”** shall mean a child who is Enrolled in the Charter School.

1.24 **“Student Records”** shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g(a)(4)(A), which the Charter School or ESI is required to retain in accordance with state law.

1.25 **“Teachers”** are persons employed to provide educational instruction to Students.

1.26 **“Term”** shall have the meaning set forth in Section 6 of this Agreement.

## **2. Educational Products to be Provided by ESI.**

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 9, which may be adjusted from time-to-time upon the mutual agreement of both Parties:

2.1 **Tangible Instructional Materials.** A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement (“Tangible Instructional Materials”). The Tangible Instructional Materials shall be subject to review and approved annually by the Charter School Board. The Charter School acknowledges and agrees that ESI, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to ESI for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by ESI to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the

Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its Affiliates, and/or their vendors, or both, as the case may be. ESI shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. ESI may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. ESI and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School's Program Guide as being available in both physical and electronic form, ESI may provide either version. ESI may not invoice the Charter School for any Tangible Instructions Materials that are not returned by a Student.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, sub-license to use intangible educational materials that may include items such as online lesson content, lesson plans, and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be reviewed and approved annually by the Charter School Board. The Charter School acknowledges and agrees that ESI, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to ESI for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by ESI to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its vendors, or both, as the case may be. ESI may not invoice the Charter School for any Intangible Instructional Materials that are not returned by a Student.

2.3 Computer Hardware and Software. The Charter School may lease from ESI: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by ESI will be the exclusive property of ESI or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer Enrolled, whichever is sooner. The Hardware and/or Software may be updated from time-to-time with the approval of the Charter School Board. The Charter School shall not be responsible for ensuring the return to ESI of Hardware and/or Software supplied by ESI to Students, Administrative Staff or Teachers. However, to the extent that such Hardware and/or Software is not recovered, ESI may invoice Students, unless prohibited by law for any Hardware and/or Software not returned. ESI and the Charter School shall cooperate to ensure that Hardware and/or Software are, to the extent possible, recovered, and that no Student, Parent/Guardian, Administrative Staff, or Teachers obtains ownership of any such Hardware and/or Software. Notwithstanding, ESI may not invoice the Charter School for unreturned Hardware and/or Software by a Student. The Charter School may also elect to purchase its own Hardware and/or Software, and contract with ESI to manage

such Hardware and/or Software. If the Charter School elects to purchase or lease Hardware and/or Software for use by Students, Administrative Staff, or Teachers, it agrees that such Hardware and/or Software will meet or exceed the same specifications as that offered to the Charter School for lease by ESI. If the Charter School purchases Hardware and/or Software, such Hardware and/or Software shall remain the property of the Charter School in the event of termination of this Agreement.

2.4 Office Products and Supplies. The Charter School may engage ESI to provide office supplies, office equipment, furniture, and office related products that are not purchased by the Charter School (“Office Products and Supplies”). The Charter School acknowledges and agrees that ESI, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by ESI to the Charter School of such Office Products and Supplies provided under this Agreement. If the Charter School does not contract with ESI to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost. If the Charter School purchases Office Products and Supplies, such Office Products and Supplies shall remain the property of the Charter School in the event of termination of this Agreement.

### **3. Educational Services.**

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 9, which may be adjusted from time-to-time at the mutual agreement of both Parties.

3.1 Relationship Manager. One or more employees of ESI shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration between the Parties.

3.2 Personalized Learning Plan Protocol. A Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the State of Indiana or required by the Charter, Authorizer or Charter School Board.

3.3 Assessments. A series of assessments administered to Students to gauge mastery of core concepts and other quantitative and qualitative assessments that will vary based on the grade and the Student’s progress, as shall be mutually agreed upon by the Charter School Board and ESI; Progress Reports that shall be prepared for each Student at least quarterly, and (e) any methods of pupil assessment required by the Charter.

3.4 Standardized Tests. All Students shall be required to participate in the State of Indiana’s standardized tests to the same extent as students enrolled in any other Indiana public school. ESI shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the percentage of Students participating in the testing program to the extent that their participation is legally required.

### 3.5 Administrative Staff.

(a) Executive Director. ESI shall employ a person who shall be designated as the “Executive Director” of the Charter School. ESI’s selection of the Executive Director shall be approved by the Charter School Board. Compensation for the Executive Director shall be set by the Charter School Board. The Executive Director shall serve at the pleasure of the Charter School Board and may be terminated by ESI without the written approval of the Charter School Board or the Charter School Board’s designee.

(b) Other Clerical or Support Administrative Positions. ESI may also employ one or more individuals in clerical or support positions as may be required to support school operations. Such individuals may be employed in a full-time capacity or contracted for a percentage of their time specifically serving the Charter School. If such an individual is serving the Charter in a part-time capacity, compensation will be set by dividing the individual’s salary by 40 hours per week for 52 weeks per year and then allocating that hourly rate by the number of hours specifically serving the Charter School.

(c) Responsibility. The Executive Director shall work to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn. The Teachers shall report to the Executive Director or such individual as shall have been designated by him or her, and the Executive Director shall be subject to oversight by the Charter School Board. The Executive Director shall comply with ESI practices and protocols in the delivery of the Educational Services and shall report to ESI as to the operation of the Charter School. ESI shall not limit the ability of any employee to work for the Charter School or a replacement service provider in the event that this Agreement is terminated.

(d) Replacement of Executive Director. The Charter School Board shall participate annually in ESI’s evaluation of the Executive Director. The Charter School Board shall have the right to request that ESI replace the Executive Director, in the event that the Charter School Board is dissatisfied with his or her performance, and so notifies ESI in writing. Upon such written request, ESI shall promptly take steps to replace the Executive Director. In addition, ESI may replace the Executive Director at any time; provided that the Executive Director’s replacement and compensation shall be reviewed and approved by the Charter School Board. Any replacement of the Executive Director will be done so as to minimize the disruption to Students.

(e) Career Academy Counselors. ESI may also employ one or more individuals as Career Academy Counselors. Career Academy Counselors shall be responsible for non-instructional aspects that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Executive Director.

(f) Other Administrative Staff. ESI may also employ one or more persons who shall be designated as Assistant Executive Directors. Such staff shall report to the Executive Director or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers in addition to their other responsibilities.

### 3.6 Teaching Staff.

(a) Employment of Teachers. ESI shall be responsible for recruiting, training, and assigning Teachers. ESI and the Executive Director will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers. Compensation for all Teachers shall be set by ESI.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Executive Director promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Executive Director shall provide a prompt report to the Charter School Board and ESI on any and all actions taken in response to such a request. In the event the Executive Director fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Executive Director are deemed inadequate, the Charter School Board may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies ESI in writing.

3.7 Contracted Services. ESI shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. ESI agrees to require employees, prospective employees and independent contractors, whose responsibilities include having ongoing physical contact with Students, to undergo background checks that meet or exceed the background checks required by Charter School of its similarly situated employees and to otherwise meet any other applicable legal requirements. For purposes of this Section 3.7, third parties, such as facility and IT maintenance and repair personnel, and delivery persons, such as vending machine operators, couriers and U.S. post office personnel, whose job responsibilities may bring them into intermittent and sporadic contact with Students, and which contact is incidental to said job responsibilities shall not be deemed to have ongoing contact with Students. Notwithstanding, ESI will exercise proper oversight of such third parties to limit any individual student from being in contact with such third parties without supervision from an appropriate ESI employee.

3.8 Educational Resource Center. ESI shall provide access to additional educational support staff in the areas of special education, gifted education and curriculum services, with such staff being available to Teachers and Students, according to the policies and procedures established by ESI. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 8:30 a.m. to 4 p.m. Eastern Time.

3.9 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the ESI protocols. In addition, continuing professional

development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Indiana statutes and regulations that specify professional development requirements.

3.10 Technical Support and Maintenance. ESI shall provide technical support and maintenance for Hardware and/or Software, Teachers and Administrative Staff provided by it to Students via email and toll-free telephone during the School Calendar days, during the hours of 8:30 a.m. to 4 p.m. Eastern Time. ESI will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Charter School Board. For Students using computer hardware and software not supplied by ESI, ESI shall provide initial technical support for non-ESI supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational Services, and then shall continue to provide technical support as necessary for the Students' use of the EMS. ESI may contract with outside vendors for the provision of all or any portion of the technical support and maintenance required herein.

3.11 Educational and Financial Records. ESI shall provide maintenance of educational and financial records in accordance with state, local and federal requirements. ESI shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 10 of this Agreement. ESI shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Records, as well as educational and financial records shall remain the property of the Charter School, subject to inspection and copying under the Indiana Access to Public Records Act. All such records shall be maintained and housed at the administrative offices of ESI. To the extent any such records are stored in an electronic format, the electronic records shall be accessible through EMS or made available to the Charter School within five (5) business days of the Charter School's written request for such records. ESI may retain a copy of such records subject to the confidentiality requirements of this Section.

3.12 Services to Special Needs Students. ESI and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. On behalf of the Charter School, ESI shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

3.13 School Facilities and Services.

(a) The Charter School will contract with ESI to provide or maintain in good working order a school Facility, which may include learning spaces for students and offices. The Charter School Board shall enter into a sublease with ESI subject to negotiation with the landlord for the Facility and the Charter School. The terms and conditions of the sublease shall govern the relationship between the Charter School and ESI with respect to the Facility. Termination or expiration of this Agreement shall result in the termination of said sublease and termination or expiration of the sublease shall result in

termination of this agreement. ESI may not charge the Charter School rent for an amount greater than is being charged to ESI.

(i) Any Facility provided or managed by ESI shall meet all legal requirements for school facilities. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Charter School Board. ESI and the Charter School agree that ESI will be named on any lease as the tenant and will have the right to collect from the Charter School all rental and other costs incurred in connection with its role as tenant on such lease, but will otherwise have no beneficial financial interest in any approved lease.

(ii) Any use of the Facility during hours when the Charter School is not in session is permitted.

(iii) Upon written request from the Charter School Board, ESI shall request landlord's consent to assign the lease to the Charter School. However, the Charter School shall have no recourse against ESI in the event the landlord refuses to consent to the assignment and the Charter School shall remain fully obligated under the terms of the sublease for duration of the sublease term.

3.14 Financial and Other Reporting. ESI will provide treasury and accounting reports to the extent not provided by the third-party bookkeeping firm engaged by the Charter School Board for all ESI activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School or Charter School Board. ESI will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter and will assist in providing any information required by the Authorizer, Charter School, Indiana Department of Education or its auditors to the extent that it has the information as the Charter School Board will engage a third party bookkeeping firm and an auditor. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor ESI performance. ESI specifically acknowledges its responsibility to make information concerning the operation available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. ESI shall also respond to requests for public records, subject to the ultimate control of the Charter School Board. Financial and other data will be available to the Charter School Board separately from ESI operations or any other schools managed by ESI.

3.15 Management of Hardware and/or Software. In the event that the Charter School leases any Hardware and/or Software from ESI, ESI shall provide for the management of such Hardware and/or Software. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with ESI for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by ESI and to assume all liability related to any failure by the Charter School to provide such management services.

3.16 Management of Instructional Materials. ESI will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

3.17 Accountability Plan. ESI shall be responsible for ensuring the Charter School meets the performance criteria outlined in the Accountability Plan referenced in the Charter.

3.18 Other Management Services. ESI will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 9. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 9.

3.19 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Charter School Board to ESI pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

3.20 Other. ESI will be responsible to provide such other services not specifically described herein but which are required by the Charter. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 9 with the prior written approval of the Charter School Board. To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

#### **4. Services Provided to ESI by the Charter School.**

4.1 Compliance with Law and Regulation. The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Other Services. To the extent that the Charter School elects not to contract with ESI for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

4.3 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 14.

#### **5. Eligible Students.**

5.1 Admission Requirements. Any child qualified under the laws of Indiana for admission to a public school is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of their residency or other requirements established by law or

regulation. ESI will not charge tuition and shall not charge any other fees unless approved by the Charter School Board and allowable under Indiana law.

5.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and ESI shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, ESI may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Charter School Board and allowable under the Charter approved by the Authorizer.

5.3 Priority. ESI agrees to follow the admissions preferences as laid out in the Charter and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

5.4 Recruiting and Community Education. ESI will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Charter School Board.

5.5 Public Website. ESI shall maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law. Such website shall be reviewed and approved by the Charter School Board prior to becoming public or prior to any material changes in the substantive content included on the public web site

5.6 Enrollment. The Charter School delegates to ESI responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay ESI for any Students it admits who are not eligible. ESI shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.

5.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by ESI and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

5.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Indiana law, Students who do not comply with the terms of the School Handbook may also be withdrawn. ESI will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student's next school. ESI will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. ESI will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

**6. Term and Termination.**

6.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of Month Day, 2018 (the “Initial Term”).

6.2 Renewal. Upon expiration of the Initial Term, this Agreement shall be automatically renewed for an additional term of five years or such other renewal period agreed upon by the Parties and allowed by applicable law, unless either Party provides the other Party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the “Term”.

6.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they agree in writing to the termination;

(b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party;

(c) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Indiana law and regulation;

(d) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a charter school, as defined by applicable laws and regulations, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;

(e) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School’s sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance. The determination as to whether ESI has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than April 1;

(f) By either Party, if there are irreconcilable differences with respect to the manner in which ESI and/or the Charter School carries out its responsibilities under the terms of this Agreement;

(g) By the Charter School if it is determined the Agreement (i) jeopardizes the Charter School’s or Charter School’s tax-exempt/non-profit status, (ii) creates adverse tax consequences for Charter School, or (iii) otherwise causes Charter School to be in violation of applicable law and the Parties fail to negotiate amendments to the Agreement that would result in the basis for termination under this subsection 6.4(h) to no longer exist;

(h) By either Party at any point after March 1 of the calendar year in which the Charter School is scheduled to commence operations, but before the date a Facility location is agreed upon, if the Parties fail to reach an agreement as to the Facility location by March 1 or if the design of the Facility materially deviates from the Facility design submitted to the Authorizer as part of the Charter Petition and the Parties do not mutually agree to such material deviation; or

(i) By either party, in the event that the Parties fail to agree on a Budget in accordance with Section 9.

6.4 **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 6.3(b), (c), (e) or (i).

6.5 **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason:

(a) ESI shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from ESI to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the Educational Products and Services shall be discontinued;

(d) The lease for the school Facility will be terminated.

(e) ESI shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(f) The Charter School shall pay ESI all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

## **7. Representation Regarding Non-discrimination.**

ESI, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Indiana law.

**8. Health and Safety.**

8.1 ESI specifically acknowledges that it shall not do anything to interfere with and shall ensure the Charter School's compliance with the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

**9. Financial Terms.**

9.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by ESI under this Agreement, ESI and the Charter School shall negotiate in good faith a schedule of fees (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the "Revenues" and together with all Revenues in a given Academic Year, collectively, "Total Revenues").

(b) Any costs required by the Charter not specifically included in this Agreement shall be paid by the ESI.

(c) The Parties may agree to have ESI act as its payment agent for various other expenditures not included in the Fee Schedule. ESI will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(d) ESI will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. ESI may charge interest at the lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Indiana law, for any invoices paid more than sixty (60) days late unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by ESI to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State of funding due, or if the Charter School is disputing any charges. The Charter School shall notify ESI of the basis for any dispute within five (5) days of

determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Indiana. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, ESI shall refund such amount to the Charter School.

(e) To the extent that any adjustments as a result of a state audit are the result of ESI failure to adequately perform its responsibilities under this Agreement or the Charter, ESI will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

9.2 Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to ESI as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, ESI shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars (\$10,000) as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds Ten Thousand Dollars (\$10,000), and in the event that credits have previously been issued and not repaid, ESI shall be entitled to the repayment of any such credits without interest.

9.3 Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, ESI agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and ESI do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

9.4 Receipts and Expenditures for Title Funding, Special Education, Gifted Education, Grants etc. To the extent that the Charter School is eligible to receive additional revenue over and above the State funding amounts, ESI will be responsible for collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law.

9.5 Breakdown of Charges. No later than September 30 of each year during the Term, ESI will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, charges related to student courses, Computer Hardware and Software, etc. This shall not

change the amounts due to ESI by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by ESI.

9.6 Sales Tax. The Charter School shall provide ESI with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from ESI, ESI will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.

## **10. Confidential Information**

10.1 Confidential Information Defined. As used in this Agreement, “Confidential Information” means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party’s, or its Affiliates’, customers or business partners unless it must be disclosed by applicable law. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

10.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party’s Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.11. ESI shall make such information and facilities available to authorized Charter School personnel, Authorizer, Indiana regulatory authorities, and any other person, as required to comply with applicable laws and regulations, and in accordance with Section 3.11.

10.3 Protection of Student Records. The Parties acknowledge and agree that under Indiana Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act (“FERPA”) including any regulations

promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties designate the staff, employees and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **11. Ownership of Intellectual Property and Tangible Personal Property Supplied by ESI.**

11.1 Intellectual Property. Charter School agrees that ESI or its licensor is the sole owner of course design and materials, and ESI, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in the EMS (“Content”) made available pursuant to Section 2.2. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to the EMS, the Intangible Instructional Materials or the Content by reason of the Charter School’s use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to ESI and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of ESI and its transferees.

11.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by ESI pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with ESI.

11.3 Trademarks. ESI and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services. ESI trademarks can be found at: INSERT LINK TO TRADEMARK (collectively, the “Licensed Marks”). ESI grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by ESI. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by ESI, the most up-to-date version of which can be found at INSERT LINK TO TRADEMARK. ESI retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of ESI. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the name “ESI

Academy”, the ESI Academy logo and any other Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties. Notwithstanding, ESI may not require the termination of any use of the Licensed Marks and any publicly recorded and unrecorded documents to remove the name “ESI Academy,” the ESI Academy logo and any other Licensed Marks that may be contained therein during the school year and shall allow continued use until the conclusion of the school year unless agreed to in writing by the Parties.

## **12. Indemnification.**

12.1 Indemnification by ESI of the Charter School Board. To the extent not covered by insurance or not barred by any state legislation, ESI shall defend, indemnify and hold the Charter School Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including costs and reasonable attorney’s fees) to which the Charter School Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by ESI, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Charter School Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of ESI shall survive the termination of this Agreement. ESI shall have the right, at its own expense, to participate in the defense of any suit, without relieving ESI of any of its obligations hereunder.

12.2 ESI Indemnification Procedure. The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, and (b) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party’s defense against any third party claim, the indemnified Party reserves the right to undertake indemnifying Party’s own defense at the indemnifying Party’s expense.

## **13. Limitation of Liabilities.**

13.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of ESI or its Affiliates, their directors, officers, employees, or agents.

## **14. Insurance.**

14.1 ESI Insurance. ESI will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by ESI, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker’s compensation insurance for any ESI employees provided under the terms of this Agreement. The Charter School may request to be included as an “additional insured” at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.



16.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

16.4 Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

16.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

16.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

16.7 Governing Law. This Agreement shall be governed and controlled by the laws of the State of Indiana. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Hamilton County, Indiana, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

16.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

16.9 Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

16.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

16.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules

and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

16.12 Attendance at Meetings. During the Term, ESI will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings that are open to the public and shall not include meetings in executive session unless specifically authorized by the Charter School Board. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Charter School Board. The designated individual or such individuals shall also have the right to attend an executive session if invited to participate by members of the Charter School Board. Notwithstanding, the Charter School Board shall provide ESI with notice of all executive sessions of the Charter School Board and be allowed to provide written comment on any performance issues related to ESI's performance under this Agreement.

16.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

16.14 Survival. The rights and responsibilities of Sections 6.5, 9, 10, 11, 12, 13, 14, 15, 16.1, 16.2, 16.3, 16.5, 16.6, 16.7, 16.9, 16.10, 16.11, 16.13 and 16.14 shall survive the termination of this Agreement.

16.15 Status and Relationship of the Parties. ESI is a limited liability company organized under the laws of Indiana, and is not a division or a part of the Charter School. The Charter School is an Indiana not-for-profit education corporation authorized by the Charter School Law and is not a division or part of ESI. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of ESI shall be deemed to be an agent or employee of the Charter School. ESI shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between ESI and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement execute by ESI and the Charter School.

16.16 Conflict of Interest. Any Charter School Board member 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 ESI, must disclose to the Charter School Board, or to a committee designated by the Charter School 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 ESI. The term "family member" includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Charter School 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 Charter School Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.

16.17 Private Benefit. This Agreement, in its entirety, shall be interpreted so as to be consistent with Charter School'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 inurement.

DRAFT

**IN WITNESS WHEREOF**, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**EARLY CAREER ACADEMY**

**ESI SERVICE CORP.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**Fee Schedule for Products and Services - DRAFT**

**Schedule 1 – EMO Fees Paid to ESI**

<b>Item</b>	<b>Fee Description</b>	<b>Rate</b>	<b>Basis</b>
1.01	Student Technology	\$200	Annual, per student enrolled*
1.02	Curriculum Support (includes assessment materials)	\$150	Per student per course**
1.03	School Administration and Business Support ^	12%	Revenues from all governmental sources, excluding special education revenues
1.04	Facilities Rent (includes use of instructional equipment, facilities, and utilities)	\$900	Annual, per student enrolled *

\* For fee calculation purposes, Student Enrollment count will be the arithmetic average of all official state student count days

\*\* For fee calculation purposes, Course Enrollment counts will be determined based on class registration counts on the second Friday of each school trimester

^ School Administration and Business Support services include:

- Human Resources – Recruitment, Benefits Administration
- Payroll Services
- Student Information Systems
- Management Reporting Services
- Class Scheduling

**Schedule 2 - Expenses Reimbursed to ESI at Cost**

<b>Item</b>	<b>Description</b>
2.01	Employee Wages, Benefits, Taxes
2.02	Office Supplies
2.03	Office Postage
2.04	Training / Professional Development
2.05	Travel Expenses
2.06	School Meals
2.07	Textbooks
2.08	Contract School Staff
2.09	Contracted Services – Special Education
2.10	Administrative Office Equipment and Software
2.11	Contracted Student Services (other than Special Education)
2.12	Student Transportation Costs
2.13	Marketing / Community Outreach Costs

Fee Schedules for Products and Services (continued)

**Schedule 3 - Expenses Paid by the School**

<b>Item</b>	<b>Description</b>
3.01	Administration Association Dues and Fees
3.02	Board Expenses (including training, supplies, dues, and fees)
3.03	Legal Services
3.04	Audit Services
3.05	Bookkeeping and Accounting Services (including banking fees)
3.06	Consulting Services for Charter Operations
3.07	Insurance Expenses for Charter Operations (including board D&O)
3.08	Charter Sponsor Fees
3.09	Any other expense not listed in schedules 1 or 2 about

**NEED TO INSERT REMAINING EXHIBITS & ENSURE THEY CORRESPOND CORRECTLY WITH AGREEMENT. SUCH EXHIBITS SHOULD INCLUDE, BUT NOT BE LIMITED TO:**

- **Fee Schedule for Products and Services**
- **Certificate of Insurance Requirements in Compliance with Requirements of the Authorizer.**

**DRAFT**

**STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
CERTIFICATE OF AUTHORIZATION**

To Whom These Presents Come, Greeting:

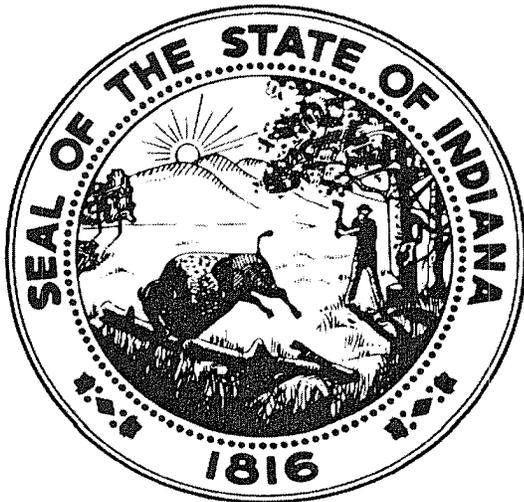
I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

**ESI SERVICE CORP.**

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on January 22, 1999, and was in existence or authorized to transact business in the State of Indiana on March 07, 2013.

I further certify this For-Profit Foreign Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Seventh Day of March, 2013.

*Connie Lawson*

CONNIE LAWSON, Secretary of State

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# Organization's Business Plan

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Attachment 9

The Early Career Academy

March 15, 2013

Not  
Applicable

# Organizational Charts

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## Attachment 10

The Early Career Academy

**March 15, 2013**

**Executive of  
EMO**

**National  
Academic  
Administrator**

**Curriculum  
Manager**

**Operations  
Analyst**

**Manager of  
Career  
Services**

**Registrar**

**Executive  
Director**

**Administrative  
Assistant**

**Guidance  
Counselor**

**Student Support  
Technician**

**Faculty**

**Career Academy  
Counselor**

**Faculty**

**Career Academy  
Counselor**

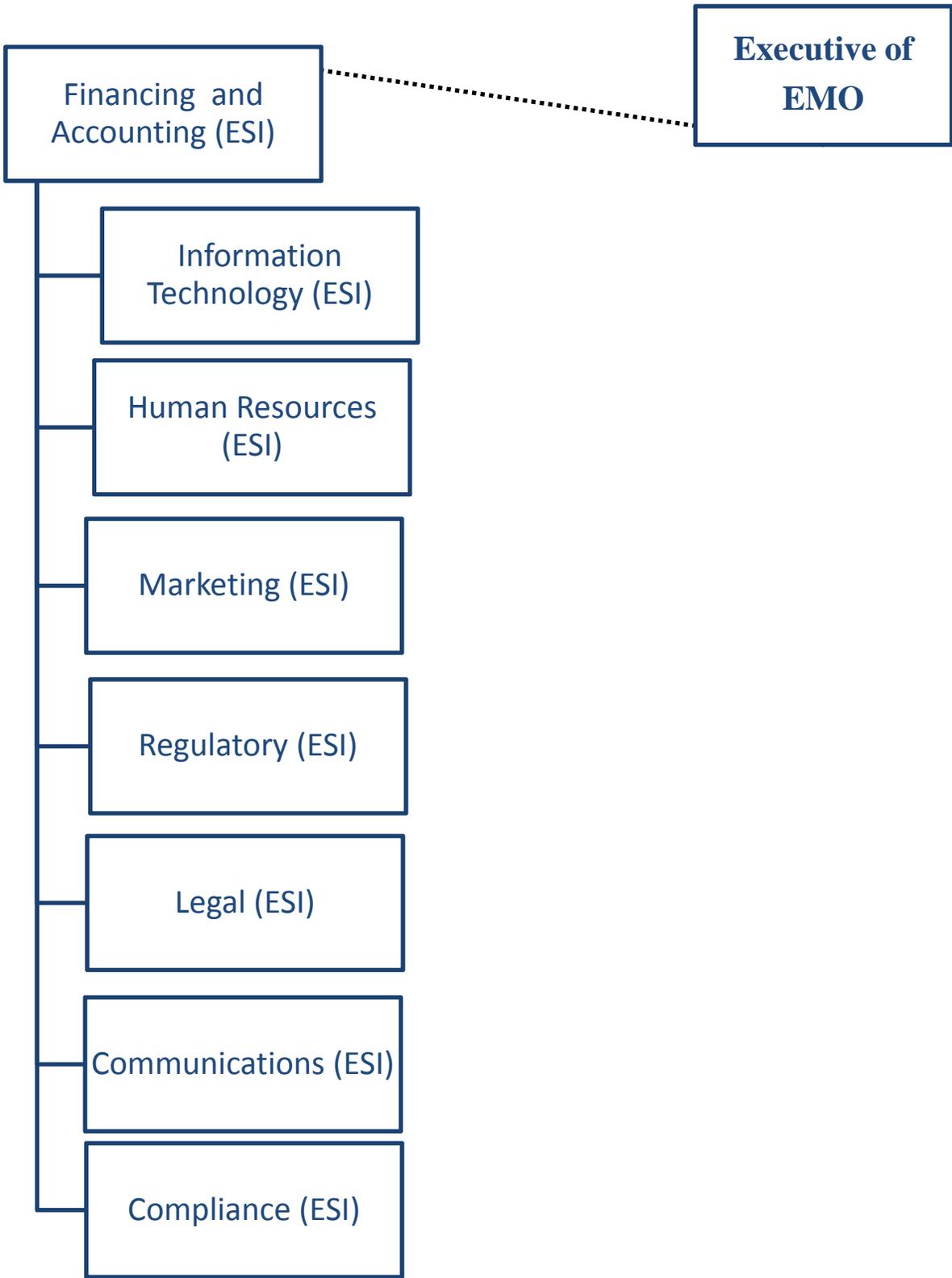
**Faculty**

**Career Academy  
Counselor**

**Faculty**

**Faculty**

**Faculty**



# Course Scope and Sequence

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## Attachment 11

The Early Career Academy

**March 15, 2013**

Students should have completed requirements for grades 9 and 10. If students need to make up coursework, The Early Career Academy will offer remediation and credit recovery opportunities to stay on track for graduation.

Grade 9	Grade 10
Algebra I or II	Algebra II or Geometry
English 9	English 10 Comp
Biology I	Chemistry
PE/PE	World Language
Fine Arts/Health	Fine Arts/PE/Health
US or World History	US or World History
World Language	Elective

Curriculum for grades 11 & 12

Associate - Software Development		Associate - Network Systems Administration	
Course Number	Course Title	Course Number	Course Title
1st Trimester NT1110 Computer Structure and Logic GS1140 Problem Solving Theory GS1145 Strategies for the Technical Professional EN1320 Composition I		1st Trimester NT1110 Computer Structure and Logic GS1140 Problem Solving Theory GS1145 Strategies for the Technical Professional EN1320 Composition I	
2nd Trimester SD1230 Introduction to Application Design and SD1240 Creating Websites Using HTML and CSS PS1350 American Government MA1210 College Mathematics I HU1440 Rhetoric in Contemporary Culture		2nd Trimester NT1210 Introduction to Networking PT1420 Introduction to Programming PS1350 American Government MA1210 College Mathematics I HU1440 Rhetoric in Contemporary Culture	
3rd Trimester PT1420 Introduction to Programming SD1340 Creating Websites Using HTML5, CSS3 and JavaScript MA1310 College Mathematics II EN2620 Literature ES2555 Survey of Economics		3rd Trimester NT1310 Physical Networking NT1330 Client-Server Networking II MA1310 College Mathematics II EN2620 Literature ES2555 Survey of Economics	
4th Trimester SD1420 Introduction to Java Programming GS2530 Technical Physics SD1430 Introduction to Mobile Operating Systems CO2520 Communications SC2630 Introduction to Environmental Science		4th Trimester NT1230 Client-Server Networking I GS2530 Technical Physics NT1430 Linux Networking CO2520 Communications SC2630 Introduction to Environmental Science	
5th Trimester SD2520 Introduction to Database and XML with jQuery SD2550 Application Development Using Java I SP2750 Group Theory CR0000 Credit Recovery		5th Trimester PT2520 Database Concepts NT2580 Introduction to Information Security SP2750 Group Theory CR1000 Credit Recovery	
6th Trimester SD2650 Application Development Using Java II SD2670 Social Networking Applications and Technology SD2799 Software Development Capstone Project GS2745 Advanced Strategies for the Technical Professional		6th Trimester NT2640 IP Networking NT2670 Email and Web Services NT2799 Network Systems Administration Capstone Project GS2745 Advanced Strategies for the Technical Professional	

The Core 40 courses (government, economics, English, math, physics, environmental science) are in compliance with the Indiana Academic Standards. For each Early Career Academy course, the Course Objectives, Major Instructional Areas, and Detailed Topical Outline show how the Indiana Standards will be addressed. The Indiana Standards are included in each course listed for reference.

**PS 1350 AMERICAN GOVERNMENT**

<b>Course Objectives</b>	<b>Indiana Core Standards Covered in PS1350</b>
<ol style="list-style-type: none"> <li>1. Analyze the nature and purpose of government.</li> <li>2. Analyze the organization, function and relationships of U.S. federal and state governments.</li> <li>3. Explain the origins of democratic ideas and philosophies.</li> <li>4. Analyze the political beliefs of the U.S.'s founders and the influence of these ideas on the development of the United States.</li> <li>5. Summarize the articles, sections, and amendments of the U.S. Constitution.</li> <li>6. Assess the impact of the component parts of the U.S. Constitution.</li> <li>7. U.S. Constitution on American political processes.</li> <li>8. Compare and contrast the U.S. and state constitutions.</li> <li>9. Analyze various case studies using U.S. Constitutional principles.</li> <li>10. Debate civil liberties guaranteed by the Bill of Rights of the U.S. Constitution and by the 14<sup>th</sup> amendment.</li> <li>11. Analyze the role and impact of political parties, media, and interest groups on policy and the U.S. political process.</li> <li>12. Evaluate the federal and state nomination and election process to determine if it is an effective and efficient way to choose government leaders.</li> <li>13. Evaluate the impact of budgeting, taxation</li> </ol>	<p><b>Standard 1 The Nature of Politics and Government</b></p> <p>USG.1.1 Define civic life, political life and private life and describe the activities of individuals in each of these spheres.</p> <p>USG.1.2 Define the terms and explain the relationship between politics, government, and public policy.</p> <p>USG.1.3 Describe the purposes and functions of government through the interpretation of the <i>Preamble</i> of the United States Constitution.</p> <p>USG.1.4 Define and contrast types of government including direct democracy, monarchy, oligarchy, and totalitarianism.</p> <p>USG.1.5 Compare and contrast characteristics of limited and unlimited governments and provide historical and contemporary examples of each type of government.</p> <p>USG.1.6 Compare and contrast unitary, confederal, and federal systems of government.</p> <p>USG.1.7 Explain how civil society contributes to the maintenance of limited government in a representative democracy or democratic republic, such as the United States.</p> <p>USG.1.8 Define and provide examples of constitutionalism, rule of law, limited government and popular sovereignty in the United States Constitution and explain the relationship of these three constitutional principles to the protection of the rights of individuals.</p> <p>USG.1.9 Explain the importance of a written constitution in establishing and maintaining the principles of rule of law and limited government.</p> <p>USG.1.10 Describe the sources of authority from ancient to modern times that provided governmental legitimacy.</p> <p>USG.1.11 Describe how the United States Constitution establishes majority rule while protecting minority rights and balances the common good with individual liberties.</p>

<p>and basic problems of finance on national, state and local governments.</p> <p>14. Analyze the impact of courts and the judiciary on public policy.</p> <p>15. Prepare oral and visual presentations on selected topics using information from the ITT Tech Virtual Library.</p>	<p><b>Standard 2 Foundations of Government in the United States</b></p> <p>USG.2.1 Summarize the colonial, revolutionary and Founding-Era experiences and events that led to the writing, ratification and implementation of the United States Constitution (1787) and Bill of Rights (1791).</p> <p>USG.2.2 Define and provide examples of foundational ideas of American government, including natural rights philosophy, social contract, popular sovereignty, constitutionalism, representative democracy, political factions, federalism and individual rights, which are embedded in Founding-Era documents.</p> <p>USG.2.3 Explain how a common and shared American civic identity is based on commitment to foundational ideas in Founding-Era documents and in core documents of subsequent periods of United States history.</p> <p>USG.2.4 Compare and contrast the ideas of the Federalists and the Anti-Federalists regarding the respective roles of state and national government on ratification of the United States Constitution (1787–1788).</p> <p>USG.2.5 Define and provide historical and contemporary examples of fundamental principles and values of American political and civic life, including liberty, security, the common good, justice, equality, law and order, rights of individuals, and social diversity.</p> <p>USG.2.6 Explain the importance for communities comprised of diverse individuals and groups to make a common commitment to fundamental principles and values of American democracy.</p> <p>USG.2.7 Identify and explain historical and contemporary efforts to narrow discrepancies between fundamental principles and values of American democracy and realities of American political and civic life.</p>
<p><b>Major Instructional Areas</b></p> <ol style="list-style-type: none"> <li>1. Foundation of the U.S. Constitution</li> <li>2. Structure of the federal government</li> <li>3. Relationship between state and local governments and the federal government</li> <li>4. Role of courts and judiciary in shaping government policies</li> </ol>	<p><b>Standard 3 Purposes, Principles and Institutions of Government in the United States</b></p> <p>USG.3.1 Analyze the United States Constitution and explain characteristics of government in the United States, which define it as a federal, presidential, constitutional and representative democracy.</p> <p>USG.3.2 Explain the constitutional principles of federalism, separation of powers, the system of checks and balances, representative democracy,</p>
<p><b>Detailed Topical Outline</b></p> <ol style="list-style-type: none"> <li>1. Government by and for the People       <ol style="list-style-type: none"> <li>1.1. Government, politics, policy</li> <li>1.2. Current events</li> <li>1.3. U.S. population, Constitutional census</li> <li>1.4. U.S. political values</li> <li>1.5. Policymaking</li> </ol> </li> <li>2. The American Constitution       <ol style="list-style-type: none"> <li>2.1. Foundations of American political culture</li> <li>2.2. Constitutional principles</li> <li>2.3. Articles of Confederation</li> <li>2.4. Bill of Rights</li> <li>2.5. Constitutional change</li> </ol> </li> <li>3. U.S. Federalism       <ol style="list-style-type: none"> <li>3.1. Federalism and the Constitution</li> <li>3.2. Powers and roles of national and state governments</li> <li>3.3. Conflicts over federalism</li> </ol> </li> <li>4. Civil Liberties and Civil Rights       <ol style="list-style-type: none"> <li>4.1. First Amendment</li> <li>4.2. Due process</li> <li>4.3. Civil liberties</li> <li>4.4. Civil rights</li> <li>4.5. Voting Rights</li> </ol> </li> </ol>	

<p>5. The U.S. Congress</p> <ul style="list-style-type: none"> <li>5.1. Bicameralism and The Great Compromise</li> <li>5.2. Congressional membership</li> <li>5.3. Congressional organization</li> <li>5.4. Legislative process and action</li> </ul> <p>6. The Presidency</p> <ul style="list-style-type: none"> <li>6.1. Presidential powers</li> <li>6.2. Modern presidency</li> </ul> <p>7. The U.S. Supreme Court</p> <ul style="list-style-type: none"> <li>7.1. Judicial policymaking</li> <li>7.2. Organization and structure of the U.S. federal court system</li> <li>7.3. Exercise of judicial power</li> <li>7.4. Lifetime term for Supreme Court justices</li> </ul> <p>8. Political Participation</p> <ul style="list-style-type: none"> <li>8.1. Voters and voting</li> <li>8.2. Voting and organizations</li> </ul> <p>9. Opinion and the News Media</p> <ul style="list-style-type: none"> <li>9.1. Modern media</li> <li>9.2. Media and government</li> </ul> <p>10. Economic and Foreign Policy Making</p> <ul style="list-style-type: none"> <li>10.1. Fiscal policy</li> <li>10.2. Budget debt/surplus</li> <li>10.3. The United Nations (UN)</li> <li>10.4. The War on Terror</li> </ul> <p><b>Based on this analysis, content will also cover and assess these areas.</b></p> <p>USG.3.16 Explain the organization of state and local governments in Indiana and analyze how they affect the lives of citizens</p> <p>USG.3.6 Compare and contrast the enumerated implied and denied powers in the United States Constitution and the Indiana Constitution.</p> <p>USG.3.7 Explain the relationships among branches of the United States government and Indiana government, which involve separation and sharing of powers as a means to limited government.</p> <p>USG.3.8 Describe the fiscal and monetary policies incorporated by the United States government and Indiana government and evaluate how they affect individuals, groups and businesses.</p> <p>Standard 4 The Relationship of the United States to Other Nations in World Affairs</p>	<p>and popular sovereignty; provide examples of these principles in the governments of the United States and the state of Indiana.</p> <p>USG.3.3 Identify and describe provisions of the United States Constitution and the Indiana Constitution that define and distribute powers and authority of the federal or state government.</p> <p>USG.3.4 Explain the relationship between limited government and a market economy.</p> <p>USG.3.5 Explain the section of Article IV, Section 4, of the United States Constitution which says, “The United States shall guarantee to every State in the Union a Republican form of government.”</p> <p>USG.3.6 Compare and contrast the enumerated implied and denied powers in the United States Constitution and the Indiana Constitution.</p> <p>USG.3.7 Explain the relationships among branches of the United States government and Indiana government, which involve separation and sharing of powers as a means to limited government.</p> <p>USG.3.8 Describe the fiscal and monetary policies incorporated by the United States government and Indiana government and evaluate how they affect individuals, groups and businesses.</p> <p>USG.3.9 Explain how a bill becomes law in the legislative process of the United States.</p> <p>USG.3.10 Describe the procedures for amending the United States Constitution and analyze why it is so difficult to amend the Constitution.</p> <p>USG.3.11 Analyze the functions of the judicial branch of the United States and Indiana governments with emphasis on the principles of due process, judicial review and an independent judiciary.</p> <p>USG.3.12 Analyze the functions of major departments of the executive branch in the United States and in Indiana.</p> <p>USG.3.13 Explain the electoral process in terms of election laws and election systems on the national, state and local level.</p> <p>USG.3.14 Summarize the evolution of political parties and their ideologies in the American governmental system and analyze their functions in elections and government at</p> <p>USG.3.15 Explain and evaluate the original purpose and function of the Electoral College and its relevance today.</p> <p>USG.3.16 Explain the organization of state and local governments in Indiana and analyze how they affect the lives of citizens.</p> <p>USG.3.17 Identify special interest groups and</p>
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explain their impact on the development of state and local public policy.

USG.3.18 Identify and analyze decisions by the United States Supreme Court about the constitutional principles of separation of powers and checks and balances.

USG.3.19 Identify and analyze decisions by the United States Supreme Court about the constitutional principle of federalism.

USG.3.20 Describe the influence of the media on public opinion and public policy.

**Standard 4 The Relationship of the United States to Other Nations in World Affairs**

USG.4.1 Compare and contrast governments throughout the world with the United States government in terms of source of the government's power.

USG.4.2 Describe how different governments interact in world affairs.

USG.4.3 Identify and describe contemporary examples of conflict among nations.

USG.4.4 Identify the costs and benefits to the United States of participating in international organizations.

USG.4.5 Analyze powers the United States Constitution gives to the executive, legislative and judicial branches of government in the area of foreign affairs.

USG.4.6 Identify and describe strategies available to the United States government to achieve foreign policy objectives.

USG.4.7 Describe the influence individuals, businesses, labor and other organizations exercise on United States foreign policy.

USG.4.8 Provide examples of non-governmental international organizations and explain their role in international affairs.

USG.4.9 Identify world issues, including political, cultural, demographic, economic and environmental challenges, that affect the United States foreign policy in specific regions of the world.

USG.4.10 Discuss specific foreign policy issues that impact local community and state interests.

**Standard 5 Roles of Citizens in the United States**

USG.5.1 Define the legal meaning of citizenship in the United States.

USG.5.2 Describe the requirements for citizenship

	<p>in the United States and residency in Indiana and deliberate on criteria used for attaining both.</p> <p>USG.5.3 Analyze the roles of citizens in Indiana and the United States.</p> <p>USG.5.4 Discuss the individual’s legal obligation to obey the law, serve as a juror and pay taxes.</p> <p>USG.5.5 Identify and describe the civil and constitutional rights found in the United States Constitution and Bill of Rights and expanded by decisions of the United States Supreme Court.</p> <p>USG.5.6 Identify when it is constitutional for governments to limit the rights of individuals.</p> <p>USG.5.7 Explain and give examples of important citizen actions that monitor and influence local, state, and national government as individuals and members of interest groups.</p> <p>USG.5.8 Explain how citizens in the United States participate in public elections as voters and supporters of candidates for public office.</p> <p>USG.5.9 Describe opportunities available to individuals to contribute to the well-being of their communities and participate responsibly in the political process at local, state and national levels of government.</p> <p>USG.5.10 Analyze and evaluate decisions about civil rights and liberties of individuals in landmark cases of the United States Supreme Court.</p> <p>USG.5.11 Give examples of the role that individual citizens can play in world affairs.</p> <p>USG.5.12 Use information from a variety of resources to describe and discuss American political issues such as environmental issues, women’s rights and affirmative action.</p>
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**The state standards for economics will be taught in four Major Instructional Areas. The Detailed Topical Outline addresses each of the above standards.**

**ES2555 SURVEY OF ECONOMICS**

<p><b>Course Objectives</b></p> <ol style="list-style-type: none"> <li>1. Explain key economic terminology.</li> <li>2. Differentiate between microeconomics and macroeconomics.</li> <li>3. Interpret economic graphs and numerical models.</li> <li>4. Explain the costs and benefits of international trade.</li> <li>5. Analyze the impact on the economy of government activity in markets.</li> <li>6. Apply supply and demand theory to both product and factor markets.</li> <li>7. Apply economic principles to problems related to inflation, unemployment, and economic growth.</li> <li>8. Recommend macroeconomic policy given relevant information and a set of economic data to analyze.</li> <li>9. Use the ITT Tech Virtual Library to research selected topics.</li> </ol>	<p><b>Indiana Core Standards Covered in ES2555</b></p> <p><b>Standard 1 Scarcity and Economic Reasoning</b></p> <p>E.1.1 Define each of the productive resources (natural, human, capital) and explain why they are necessary for the production of goods and services.</p> <p>E.1.2 Explain how consumers and producers confront the condition of scarcity by making choices which involve opportunity costs and tradeoffs.</p> <p>E.1.3 Explain the important role of the entrepreneur in taking the risk to combine productive resources to produce goods and services.</p> <p>E.1.4 Describe how people respond predictably to positive and negative incentives.</p> <p>E.1.5 Explain that voluntary exchange occurs when all participating parties expect to gain.</p> <p>E.1.6 Compare and contrast how the various economic systems (traditional, market, command, mixed) answer the questions: What to produce? How to produce it? For whom to produce?.</p> <p>E.1.7 Describe how clearly defined and enforced property rights are essential to a market economy.</p> <p>E.1.8 Use a production possibilities curve to explain the concepts of choice, scarcity, opportunity cost, tradeoffs, unemployment, productivity and growth.</p> <p>E.1.9 Diagram and explain a Circular Flow Model of a market economy, showing households and businesses as decision makers, resource and money flows, and the three basic markets – product, productive resources and financial markets.</p>
<p><b>Major Instructional Areas:</b></p> <ol style="list-style-type: none"> <li>1. Introduction to economic thinking</li> <li>2. Demand and supply</li> <li>3. How business works</li> <li>4. Competition and market power</li> <li>5. Government’s role in the economy</li> <li>6. Inflation, growth, and unemployment</li> <li>7. Fiscal and monetary policy</li> <li>8. International trade</li> <li>9. Technological change</li> <li>10. Labor markets</li> </ol>	<p><b>Standard 2 Supply and Demand</b></p> <p>E.2.1 Define supply and demand.</p> <p>E.2.2 Identify factors that cause changes in market supply and demand.</p> <p>E.2.3 Describe the role of buyers and sellers in determining the equilibrium price.</p> <p>E.2.4 Describe how prices send signals to buyers and sellers.</p> <p>E.2.5 Recognize that consumers ultimately determine what is produced in a market economy.</p> <p>E.2.6 Demonstrate how supply and demand determine equilibrium price and quantity in the product, resource and financial markets.</p> <p>E.2.7 Demonstrate how changes in supply and demand influence equilibrium price and quantity in</p>

<b>Detailed Topical Outline</b>	
<p>1. Introduction to Economic Thinking</p> <ul style="list-style-type: none"> <li>1.1. Basic terminology</li> <li>1.2. Economic assumptions</li> <li>1.3. Economic logic</li> <li>1.4. Economic modeling <ul style="list-style-type: none"> <li>1.4.1. Production possibilities</li> </ul> </li> </ul> <p>2. Supply and Demand</p> <ul style="list-style-type: none"> <li>2.1. Demand</li> <li>2.2. Supply</li> <li>2.3. Equilibrium</li> </ul> <p>3. Game Theory</p> <ul style="list-style-type: none"> <li>3.1. Strategic decision making</li> <li>3.2. Dominant strategies</li> <li>3.3. Prisoner’s dilemma</li> </ul> <p>4. Production</p> <ul style="list-style-type: none"> <li>4.1. Firm’s decisions (MR=MC)</li> <li>4.2. Relation to supply</li> </ul> <p>5. Market Structures</p> <ul style="list-style-type: none"> <li>5.1. Perfect competition</li> <li>5.2. Monopoly</li> <li>5.3. Oligopoly</li> <li>5.4. Monopolistic competition</li> </ul>	<p>the product, resource, and financial markets.</p> <p>E.2.8 Describe how the earnings of workers are determined by the market value of the product produced and workers’ productivity.</p> <p>E.2.9 Demonstrate how government wage and price controls, such as rent controls and minimum wage laws, create shortages and surpluses.</p> <p>E.2.10 Use concepts of price elasticity of demand and supply to explain and predict changes in quantity as price changes.</p> <p>E.2.11 Illustrate how investment in factories; machinery; new technology; and the health, education and training of people increases productivity and raises future standards of living.</p> <p><b>Standard 3 Market Structures</b></p> <p>E.3.1 Compare and contrast the following forms of business organization: sole proprietorship, partnership and corporation.</p> <p>E.3.2 Identify the three basic ways that firms finance operations (retained earnings, stock issues and borrowing) and explain the advantages and disadvantages of each.</p> <p>E.3.3 Recognize that economic institutions, such as labor unions, nonprofit organizations and cooperatives, evolve in market economies to help members and clients accomplish their goals.</p> <p>E.3.4 Identify the basic characteristics of the four market structures: monopoly, oligopoly, monopolistic competition and pure competition.</p> <p>E.3.5 Explain how competition among many sellers lowers costs and prices.</p> <p>E.3.6 Demonstrate how firms determine price and output through marginal analysis.</p> <p>E.3.7 Explain ways that firms engage in price and non-price competition.</p> <p>E.3.8 Identify laws and regulations adopted in the United States to promote competition among firms.</p> <p>E.3.9 Explain the function of profit in a market economy as an incentive for entrepreneurs to accept the risks of business failure.</p> <p>E.3.10 Describe the benefits of natural monopolies (economies of scale) and the purposes of government regulation of these monopolies, such as utilities.</p> <p>E.3.11 Explain how cartels affect product price and output.</p> <p><b>Standard 4 The Role of Government</b></p> <p>E.4.1 Explain the basic functions of government in a market economy.</p> <p>E.4.2 Explain how markets produce too few public goods and how the government determines the</p>

<p>6. Market Failure and Extensions of Supply and Demand</p> <p>6.1. Factor markets</p> <p>6.1.1. Labor</p> <p>6.2. Pollution</p> <p>7. Introduction to Macroeconomics</p> <p>7.1. Aggregate demand and supply</p> <p>7.1.1. Causes of shifts</p> <p>7.1.2. Effects of shifts on the economy</p> <p>7.2. Components of GDP</p> <p>8. Unemployment and Inflation</p> <p>8.1. Frictional and structural unemployment</p> <p>8.2. Causes and effects of inflation</p> <p>8.3. Relationship between unemployment and inflation</p> <p>9. Growth</p> <p>9.1. Reasons for growth</p> <p>9.2. Factors that can slow down growth</p>	<p>amount to produce through looking at benefits and costs.</p> <p>E.4.3 Describe how the government taxing harmful spillovers and subsidizing helpful spillovers helps to resolve the inefficiency they cause.</p> <p>E.4.4 Describe major revenue and expenditure categories and their respective proportions of local, state and federal budgets.</p> <p>E.4.5 Explore the ways that tax revenue is used in the community.</p> <p>E.4.6 Identify taxes paid by students.</p> <p>E.4.7 Define progressive, proportional and regressive taxation.</p> <p>E.4.8 Determine whether different types of taxes (including income, sales and social security) are progressive, proportional or regressive.</p> <p>E.4.9 Describe how costs of government policies may exceed benefits, because social or political goals other than economic efficiency are being pursued.</p> <p>E.4.10 Use an economic decision-making model to analyze a public policy issue.</p> <p><b>Standard 5 National Economic Performance</b></p> <p>E.5.1 Define aggregate supply and demand, Gross Domestic Product (GDP), economic growth, unemployment, and inflation.</p> <p>E.5.2 Explain how GDP, economic growth, unemployment and inflation are measured.</p> <p>E.5.3 Explain the limitations of using GDP to measure economic welfare.</p> <p>E.5.4 Explain the four phases of the business cycle.</p> <p>E.5.5 Analyze the impact of events in United States history, such as wars and technological developments, on business cycles.</p> <p>E.5.6 Identify the different causes of inflation and explain who gains and losses because of inflation.</p> <p>E.5.7 Analyze the impact of inflation on students' economic decisions.</p> <p>E.5.8 Illustrate and explain cost-push and demand-pull inflation.</p> <p>E.5.9 Recognize that a country's overall level of income, employment and prices are determined by the individual spending and production decisions of households, firms and government.</p> <p>E.5.10 Illustrate and explain how the relationship between aggregate supply and aggregate demand is an important determinant of the levels of unemployment and inflation in an economy.</p> <p>E.5.11 Compare and contrast solutions for reducing unemployment.</p>
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<p>10. Government Intervention in the Economy</p> <p>10.1. Fiscal policy</p> <p>10.1.1. Tools of fiscal policy</p> <p>10.1.2. Effects of fiscal policy</p> <p>10.1.3. Historical information</p> <p>10.2. The monetary authority (The Federal Reserve in the U.S.)</p> <p>10.2.1. Historical information</p> <p>10.2.2. Tools of the monetary authority</p> <p>10.2.3. Effects of the actions of monetary authority</p> <p>11. Money and Banking</p> <p>11.1. Money creation</p> <p>11.1.1. Multiplier</p> <p>11.1.2. Fractional reserve system</p> <p>11.2. Banking system</p> <p>11.2.1. Reasons for banks' existence</p> <p>11.2.2. The Federal Reserve</p> <p>12. International Relations</p> <p>12.1. Trade</p> <p>12.1.1. Comparative and absolute advantage</p>	<p><b>Standard 6 Money and the Role of Financial Institutions</b></p> <p>E.6.1 Explain the basic functions of money.</p> <p>E.6.2 Identify the composition of the money supply of the United States.</p> <p>E.6.3 Explain the role of banks and other financial institutions in the economy of the United States.</p> <p>E.6.4 Explain how interest rates act as an incentive for savers and borrowers.</p> <p>E.6.5 Describe the organization and functions of the Federal Reserve System.</p> <p>E.6.6 Compare and contrast credit, savings and investment services available to the consumer from financial institutions.</p> <p>E.6.7 Demonstrate how banks create money through the principle of fractional reserve banking.</p> <p>E.6.8 Research and monitor financial investments, such as stocks, bonds and mutual funds.</p> <p>E.6.9 Analyze the difference in borrowing costs using various rates of interest when purchasing a major item, such as a car or house.</p> <p>E.6.10 Formulate a savings or financial investment plan for a future goal.</p> <p><b>Standard 7 Economic Stabilization</b></p> <p>E.7.1 Define and explain fiscal and monetary policy.</p> <p>E.7.2 Define the tools of fiscal and monetary policy.</p> <p>E.7.3 Describe the negative impacts of unemployment and unexpected inflation on an economy and how individuals and organizations try to protect themselves.</p> <p>E.7.4 Explain how monetary policy affects the level of inflation in the economy.</p> <p>E.7.5 Analyze how the government uses taxing and spending decisions (fiscal policy) to promote price stability, full employment and economic growth.</p> <p>E.7.6 Analyze how the Federal Reserve uses monetary tools to promote price stability, full employment and economic growth.</p> <p>E.7.7 Predict possible future effects of the national debt on the individual and the economy.</p> <p>E.7.8 Predict how changes in federal spending and taxation would affect budget deficits and surpluses and the national debt.</p> <p>E.7.9 Explain how a change in monetary or fiscal policy can impact a student's purchasing decision.</p> <p><b>Standard 8 Trade</b></p> <p>E.8.1 Explain the benefits of trade among individuals, regions and countries.</p>
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	<p>E.8.2 Define and distinguish between absolute and comparative advantage.</p> <p>E.8.3 Define trade barriers, such as quotas and tariffs.</p> <p>E.8.4 Explain why countries erect barriers to trade.</p> <p>E.8.5 Explain the difference between balance of trade and balance of payments.</p> <p>E.8.6 Compare and contrast labor productivity trends in the United States and other developed countries.</p> <p>E.8.7 Explain how most trade occurs because of a comparative advantage in the production of a particular good or service.</p> <p>E.8.8 Explain how changes in exchange rates impact the purchasing power of people in the United States and other countries.</p> <p>E.8.9 Evaluate the arguments for and against free trade.</p> <p>E.8.10 Identify skills that individuals need to be successful in the global economy.</p>
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**ENGLISH 11 -12**

**Composition I—EN1320**

<p><b>Course Objectives</b></p> <ol style="list-style-type: none"> <li>1. Demonstrate mastery of the writing process, from invention to revision.</li> <li>2. Apply principles of composition to evaluate effectiveness of multiple rhetorical strategies.</li> <li>3. Apply standard writing conventions to essays, research papers and other compositions.</li> <li>4. Identify and use the concepts of purpose, audience, and tone.</li> <li>5. Develop and implement strategies for critically reading printed and visual texts.</li> <li>6. Locate, analyze, evaluate, and use information from a variety of sources including the ITT Tech Virtual Library.</li> </ol>	<p><b>Indiana Core Standards Covered in EN1320</b></p> <p>ELA-Literacy.RI.11-12.2 Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.</p> <p>ELA-Literacy.W.11-12.2a Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.</p> <p>ELA-Literacy.W.11-12.2b Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and</p>
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<p>7. Formulate and execute a practical research plan.</p> <p>8. Apply peer review techniques for evaluating composition works.</p> <p>9. Make an oral presentation of research findings. (See major instructional objectives below Indiana Core Standards)</p>	<p>examples appropriate to the audience’s knowledge of the topic.</p> <p>ELA-Literacy.RI.11-12.3 Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.</p>
<p><b>Major Instructional Areas for EN1320</b></p> <p>1. Writing Process</p> <ul style="list-style-type: none"> <li>a. Paragraph and essay structure and function</li> <li>b. Reflection and prewriting</li> <li>c. Outlining</li> <li>d. Thesis development</li> <li>e. Audience and purpose</li> <li>f. Introduction to persuasion – ethos, pathos, logos</li> <li>g. Evaluation techniques – self-review and peer review</li> <li>h. Self and peer editing and proofreading symbols</li> <li>i. Writing collaboratively</li> <li>j. Transition and flow</li> <li>k. Organization</li> <li>l. Drafting and revising</li> <li>m. Purpose of the introduction, body, and conclusion</li> </ul>	<p>ELA-Literacy.RI.11-12.4 Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines faction in Federalist No. 10).</p> <p>ELA-Literacy.RI.11-12.5 Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.</p> <p>ELA-Literacy.RI.11-12.7 Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.</p> <p>ELA-Literacy.RI.11-12.8 Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning (e.g., in U.S. Supreme Court majority opinions and dissents) and the premises, purposes, and arguments in works of public</p>

<p>n. Presenting written ideas visually and orally</p> <p>2. Rhetorical Strategies</p> <p>a. Foundations of critical thinking</p> <p>b. History of English</p> <p>c. History and context of rhetoric</p> <p>d. Critical reading</p> <p>e. Summarization</p> <p>f. Writing for multiple purposes</p> <p>g. Rhetorical triangle</p> <p>h. Voice, tone and register</p> <p>i. Descriptive writing</p> <p>j. Genres</p> <p>k. Cause and effect</p> <p>l. Point of view</p> <p>m. Literary techniques and devices – alliteration, metaphor, simile, personification, analogy</p> <p>n. Process analysis – visuals</p> <p>3. Introduction to Research</p> <p>a. APA citation format</p> <p>b. Plagiarism and ways to avoid it</p> <p>c. Evaluating sources</p> <p>d. Conducting research</p> <p>e. Information literacy</p> <p>f. Annotations</p> <p>g. Exploration</p> <p>h. Using the ITT Tech Virtual library</p>	<p>advocacy (e.g., <i>The Federalist</i>, presidential addresses).</p> <p>ELA-Literacy.RI.11-12.9 Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln’s Second Inaugural Address) for their themes, purposes, and rhetorical features.</p> <p>ELA-Literacy.W.11-12.1 Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.</p> <p>ELA-Literacy.W.11-12.3 Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.</p> <p>ELA-Literacy.W.11-12.3b Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.</p> <p>ELA-Literacy.W.11-12.3c Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).</p> <p>ELA-Literacy.W.11-12.3d Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.</p> <p>ELA-Literacy.W.11-12.3e Provide a conclusion</p>
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that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.

ELA-Literacy.W.11-12.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)

ELA-Literacy.W.11-12.5 Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.

ELA-Literacy.W.11-12.6 Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

ELA-Literacy.L.11-12.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

ELA-Literacy.L.11-12.2a Observe hyphenation conventions.

ELA-Literacy.L.11-12.2b Spell correctly.

ELA-Literacy.L.11-12.3 Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

## ENGLISH 11 -12

### HU 1440—Rhetoric in Contemporary Culture

#### **Course Objectives**

1. Use argument strategies, both traditional and consensual, to develop, communicate, and defend a position in a variety of communication formats.
2. Differentiate and evaluate competing arguments.
3. Apply peer review and editing techniques.
4. Analyze, organize, and synthesize information from both primary and secondary sources.
5. Produce an annotated bibliography.
6. Assess and implement rhetorical structures.
7. Implement Toulmin’s Model as a tool for analyzing and constructing arguments.
8. Apply standard writing conventions to research papers that evaluate the strengths, weaknesses, risks, and benefits of competing perspectives and complex problems.
9. Make an oral presentation of research findings, individually and in a group. Use the ITT Tech Virtual Library to research selected topics. (Major instructional areas listed below Indiana Core Standards.)

#### **Major Instructional Areas**

Communication for analysis and argument

Rhetorical structures

Advanced research strategies

Boolean operators and web search techniques

Appropriate use of style guides – APA, MLA,

#### Indiana Core Standards Covered in HU1440

ELA-LRI.11-12.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

ELA-Literacy.W.11-12.1a Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

ELA-Literacy.W.11-12.1b Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience’s knowledge level, concerns, values, and possible biases.

ELA-Literacy.W.11-12.1c Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.

ELA-Literacy.W.11-12.1d Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.

ELA-Literacy.W.11-12.1e Provide a concluding statement or section that follows from and supports the argument presented.

<p>Chicago/Turabian, and Bluebook</p> <p>Using the ITT Tech Virtual Library</p> <p>1. Understanding argument</p> <p>1.1. Definition</p> <p>1.1.1. Current perspective</p> <p>1.1.2. Humanities perspective</p> <p>1.1.3. Individual argument style</p> <p>1.2. Traditional and consensual argument</p> <p>1.2.1. Describe and define traditional argument</p> <p>1.2.1.1. Examples</p> <p>1.2.2. Describe and define consensual argument</p> <p>1.2.2.1. Examples</p> <p>1.2.3. Comparison and differences in goals and outcomes</p> <p>1.3. Visual argument</p> <p>1.3.1. Recognition and description</p> <p>1.3.1.1. Examples</p> <p>1.3.2. Steps for reading visual arguments</p> <p>1.4. Conditions for argument</p> <p>1.4.1. When argument works</p> <p>1.4.2. When argument fails</p> <p>1.4.3. Twelve tests of an arguable issue</p> <p>1.5. Engaging with issues</p> <p>1.5.1. Enduring public issues</p> <p>1.5.1.1. Arguing like a citizen</p> <p>2. Audience and context</p>	<p>ELA-Literacy.W.11-12.2 Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.</p> <p>ELA-Literacy.W.11-12.2a Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.</p> <p>ELA-Literacy.W.11-12.2b Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience’s knowledge of the topic.</p> <p>ELA-Literacy.W.11-12.2c Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.</p> <p>ELA-Literacy.W.11-12.2d Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.</p> <p>ELA-Literacy.W.11-12.2e Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.</p>
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<p>2.1. Five components of the rhetorical situation</p> <p>    2.1.1. Traditional arguments</p> <p>    2.1.2. Visual Arguments</p> <p>    2.1.3. Online arguments</p> <p>2.2. Audience analysis</p> <p>3. Identifying and analyzing issues</p> <p>    3.1. Reading to develop arguments</p> <p>        3.1.1. Resources for issues</p> <p>    3.2. Preparing to write</p> <p>        3.2.1. Developing an argument</p> <p>        3.2.2. Avoiding plagiarism</p> <p>        3.2.3. Taking notes</p> <p>    3.3. The writing process</p> <p>        3.3.1. Writing and revising</p> <p>        3.3.2. Peer review</p> <p>4. Toulmin’s model of argument</p> <p>    4.1. Exploration of the Toulmin model</p> <p>        4.1.1. Essential parts</p> <p>            4.1.1.1. Definitions and examples</p> <p>        4.1.2. Applying the model</p> <p>            4.1.2.1. As a reader, to analyze an argument</p> <p>            4.1.2.2. As a writer, to construct an argument</p> <p>5. Claims</p> <p>    5.1. Five types of claims</p> <p>        5.1.1. Drafting a working claim</p>	<p>ELA-Literacy.W.11-12.2f Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).</p> <p>ELA-Literacy.W.11-12.7 Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.</p> <p>ELA-Literacy.W.11-12.8 Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.</p> <p>ELA-Literacy.W.11-12.9 Draw evidence from literary or informational texts to support analysis, reflection, and research.</p> <p>ELA-Literacy.W.11-12.10 Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.</p> <p>ELA-Literacy.SL.11-12.2 Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.</p>
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<p>5.1.2. Claims in visual arguments</p> <p>5.2. Planning the research paper</p> <p>6. Proofs</p> <p>6.1. Logos, Ethos, Pathos</p> <p>6.1.1. Types of logical proof</p> <p>6.1.2. Proof that builds credibility</p> <p>6.1.3. Emotional proof</p> <p>6.2. Role of proofs in reading and writing argument</p> <p>6.3. Research techniques</p> <p>7. Fallacies</p> <p>7.1. Logical fallacies</p> <p>7.2. Fallacies affecting character</p> <p>7.3. Emotional fallacies</p> <p>7.4. Ethics in argument</p> <p>7.5. Identifying and evaluating sources</p> <p>8. Visual Argument</p> <p>8.1. Recognition and definition</p> <p>8.1.1. Eight special features of visual argument</p> <p>8.2. Using argument theory with visual argument</p> <p>8.2.1. Analysis</p> <p>8.2.2. Identifying bias</p> <p>8.2.3. Supporting a written argument</p> <p>8.3. Outlining and completing a first draft</p> <p>8.3.1. Incorporating research</p>	<p>ELA-Literacy.SL.11-12.4 Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.</p> <p>ELA-Literacy.SL.11-12.5 Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.</p> <p>ELA-Literacy.L.11-12.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.</p> <p>ELA-Literacy.L.11-12.2a Observe hyphenation conventions.</p> <p>ELA-Literacy.L.11-12.2b Spell correctly. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on <i>grades 11–12 reading and content</i>, choosing flexibly from a range of strategies.</p> <p>ELA-Literacy.L.11-12.4a Use context (e.g., the overall meaning of a sentence, paragraph, or text; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase.</p> <p>ELA-Literacy.L.11-12.4b Identify and correctly use patterns of word changes that indicate different meanings or parts of speech (e.g., <i>conceive, conception, conceivable</i>).</p>
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<p>8.3.2. Annotated bibliography</p> <p>9. Rogerian argument and common ground</p> <p>9.1. Explanation and examples of Rogerian argument</p> <p>9.1.1. Strategy of Rogerian argument</p> <p>9.1.2. Roger and the humanities perspective</p> <p>9.1.3. Achieving common ground</p> <p>9.2. Writing a Rogerian argument</p> <p>9.3. Peer feedback- critiquing sources</p> <p>10. Peer editing and revision</p> <p>10.1. Peer review of final paper</p> <p>10.1.1. Giving valuable feedback</p> <p>10.1.2. Review of tools and models</p> <p>10.2. Making revisions and improvements</p> <p>11. Presentation skills</p> <p>11.1. Presenting your paper to the class</p> <p>11.1.1. Visual aids</p> <p>11.1.2. Presentation skills</p> <p>12. Summary review, final paper submission and final exam</p>	<p>ELA-Literacy.L.11-12.4c Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, its part of speech, its etymology, or its standard usage.</p>
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**GS2520—Professional Communications**

<b>Course Objectives</b>	Indiana Core Standards Covered in GS2520
<ol style="list-style-type: none"><li>1. Using formal assessment methods, conduct self-assessment of knowledge, skills, and abilities.</li><li>2. Investigate current employment opportunities and future trends in the chosen program of study.</li><li>3. Based on the synthesis of self-assessment and current employment opportunities, identify relevant and appropriate job offerings.</li><li>4. Develop an efficient and effective strategy for self-marketing.</li><li>5. Create an error-free résumé applicable for electronic and interview use.</li><li>6. Assemble a career-relevant portfolio to showcase skills and knowledge to potential employers.</li><li>7. Prepare appropriate correspondence for use in job-search and inclusion in the portfolio.</li><li>8. Demonstrate the ability to use positive interviewing techniques in diverse environments.</li><li>9. Develop effective and efficient networking strategies.</li><li>10. Demonstrate the ability to negotiate a realistic, industry standard salary in a simulated environment.</li><li>11. Demonstrate the use of the ITT Tech Virtual Library and other career services.</li></ol>	<p>ELA-Literacy.SL.11-12.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others’ ideas and expressing their own clearly and persuasively.</p> <p>ELA-Literacy.SL.11-12.1a Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.</p> <p>ELA-Literacy.SL.11-12.1b Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.</p> <p>ELA-Literacy.SL.11-12.1c Propel conversations by posing and responding to questions that probe reasoning and evidence; ensure a hearing for a full range of positions on a topic or issue; clarify, verify, or challenge ideas and conclusions; and promote divergent and creative perspectives.</p> <p>ELA-Literacy.SL.11-12.1d Respond thoughtfully to diverse perspectives; synthesize comments, claims, and evidence made on all sides of an issue; resolve contradictions when possible; and determine what additional information or research is required to deepen the investigation or complete the task.</p>
<b>Major Instructional Areas</b>	
<ol style="list-style-type: none"><li>1. Developing an employment search marketing profile and plan</li><li>2. Electronic and traditional job search techniques, tools, and documents</li><li>3. Interview skill building</li><li>4. Networking strategy</li></ol>	<p>ELA-Literacy.L.11-12.6 Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or</p>

<p><b>Detailed Topical Outline</b></p> <ol style="list-style-type: none"> <li>1. Introduction       <ol style="list-style-type: none"> <li>1.1. Introduction to Personal Communications</li> <li>1.2. Knowing You</li> <li>1.3. Personal Time Management and Stress Triggers</li> <li>1.4. Job Search</li> <li>1.5. Self-Marketing</li> </ol> </li> <li>2. Knowing Yourself       <ol style="list-style-type: none"> <li>2.1. Goal Setting and Life Management Skills</li> <li>2.2. Personal Financial Management Techniques</li> <li>2.3. Résumé Construction and Interview Techniques</li> <li>2.4. Targeting Your Portfolio</li> </ol> </li> <li>3. Conducting a Career Search       <ol style="list-style-type: none"> <li>3.1. Self-Discovery</li> <li>3.2. Personal Job Search</li> <li>3.3. Personal Network</li> </ol> </li> <li>4. Determine the Fit       <ol style="list-style-type: none"> <li>4.1. Identifying Employer Needs</li> <li>4.2. Exploring Your Job Fit</li> <li>4.3. The Importance of Professionalism</li> <li>4.4. Where Do I Fit?</li> </ol> </li> <li>5. Writing an Effective Résumé       <ol style="list-style-type: none"> <li>5.1. Communication in the Workplace</li> <li>5.2. Workplace Communication in Action</li> <li>5.3. Résumé as Communication</li> <li>5.4. Portfolio as a Marketing Tool</li> </ol> </li> <li>6. Writing an Electronic Résumé       <ol style="list-style-type: none"> <li>6.1. Group Presentation</li> <li>6.2. The Importance of a Cover Letter</li> <li>6.3. Proper Office Behavior</li> </ol> </li> </ol>	<p>expression.</p> <p>ELA-Literacy.SL.11-12.3 Evaluate a speaker’s point of view, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.</p> <p>ELA-Literacy.SL.11-12.6 Adapt speech to a variety of contexts and tasks, demonstrating a command of formal English when indicated or appropriate.</p>
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<p>7. Assembling a Career-Relevant Portfolio</p> <p>7.1. Office Etiquette and Communication Role-Play</p> <p>7.2. Job Search Portfolio</p> <p>7.3. Assembling a Portfolio</p> <p>7.4. Creating an Electronic Portfolio</p> <p>8. Preparing for an Interview</p> <p>8.1. Interview Do's and Don'ts</p> <p>8.2. Interviewing as a Process</p> <p>8.3. Life Changing Results</p> <p>9. During and After an Interview</p> <p>9.1. Proper Office Behavior</p> <p>9.2. Teamwork</p> <p>9.3. Interview Preparation and Panel Interviews</p> <p>10. Negotiating Salary and Benefits</p> <p>10.1. Practice Interviews</p> <p>10.2. Salary Requirements</p> <p>10.3. Human Resources</p>	
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**1101—Literature**

<p><b>Course Objectives</b></p> <p>1. Demonstrate mastery of literary analysis using textually based references in poetry, short story, novel, drama, and the literary essay.</p> <p>2. Identify rhetorical strategies such as selection of detail, diction, irony, and thematic and narrative development through the course of fictional and nonfictional narratives.</p> <p>3. Analyze how rhetorical strategies build meaning.</p> <p>4. Apply standard writing conventions to essays of literary analysis.</p> <p>5. Identify narrator and point of view in literary</p>	<p>Indiana Core Standards Covered in Literature 1101</p> <p>ELA-LRI.11-12.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.</p> <p>ELA-Literacy.RI.11-12.2 Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.</p> <p>ELA-Literacy.RI.11-12.3 Analyze a complex set of</p>
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<p>selections, explaining how perspective affects meaning and recognizing differences in author vs. narrator voice.</p> <p>6. Identify figurative language and distinguish between figurative and literal.</p> <p>7. Analyze how syntax and diction contribute to literary structure and impact.</p> <p>8. Using one Shakespearean play and one play from an American dramatist, discuss multiple interpretations that are textually based.</p> <p>9. Determine the purpose of literary pieces as purpose relates or does not relate to theme.</p> <p>10. Using foundational American texts, both fictional and nonfictional, from the 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> centuries, show how the texts relate thematically as well chronologically.</p> <p>11. Determine from context the meaning of words both connotatively and denotatively.</p> <p>12. Follow the changes in word meaning (as usage evolved) for vocabulary found in literary texts from the 18<sup>th</sup> to 21<sup>st</sup> centuries.</p> <p>13. Demonstrate mastery of literary analysis using textually based references in poetry, short story, novel, drama, and the literary essay.</p> <p>14. Identify rhetorical strategies such as selection of detail, diction, irony, and thematic and narrative development through the course of fictional and nonfictional narratives.</p> <p>15. Analyze how rhetorical strategies build meaning.</p> <p>16. Apply standard writing conventions to essays of literary analysis.</p> <p>17. Identify narrator and point of view in literary selections, explaining how perspective affects</p>	<p>ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.</p> <p>ELA-Literacy.RL.11-12.3 Analyze the impact of the author’s choices regarding how to develop and relate elements of a story or drama (e.g., where a story is set, how the action is ordered, how the characters are introduced and developed).</p> <p>ELA-Literacy.W.11-12.3a Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters; create a smooth progression of experiences or events.</p> <p>RL.11-12.4 Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including words with multiple meanings or language that is particularly fresh, engaging, or beautiful. (Include Shakespeare as well as other authors.)</p> <p>RL.11-12.5 Analyze how an author’s choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.</p> <p>RL.11-12.6 Analyze a case in which grasping a point of view requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement).</p> <p>RL.11-12.7 Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source</p>
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<p>meaning and recognizing differences in author vs. narrator voice.</p> <p>18. Identify figurative language and distinguish between figurative and literal.</p> <p>19. Analyze how syntax and diction contribute to literary structure and impact.</p> <p>20. Using one Shakespearean play and one play from an American dramatist, discuss multiple interpretations that are textually based.</p> <p>21. Determine the purpose of literary pieces as purpose relates or does not relate to theme.</p> <p>22. Using foundational American texts, both fictional and nonfictional, from the 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> centuries, show how the texts relate thematically as well chronologically.</p> <p>23. Determine from context the meaning of words both connotatively and denotatively.</p> <p>24. Follow the changes in word meaning (as usage evolved) for vocabulary found in literary texts from the 18<sup>th</sup> to 21<sup>st</sup> centuries.</p>	<p>text. (Include at least one play by Shakespeare and one play by an American dramatist.)</p> <p>RL.11-12.9 Demonstrate knowledge of eighteenth-, nineteenth- and early-twentieth-century foundational works of American literature, including how two or more texts from the same period treat similar themes or topics.</p> <p>ELA-Literacy.W.11-12.9b Apply <i>grades 11–12 Reading standards</i> to literary nonfiction (e.g., “Delineate and evaluate the reasoning in seminal U.S. texts, including the application of constitutional principles and use of legal reasoning [e.g., in U.S. Supreme Court Case majority opinions and dissents] and the premises, purposes, and arguments in works of public advocacy [e.g., <i>The Federalist</i>, presidential addresses]”).</p> <p>ELA-Literacy.RI.11-12.6 Determine an author’s point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness or beauty of the text.</p> <p>ELA-Literacy.RI.11-12.10 By the end of grade 11, read and comprehend literary nonfiction in the grades 11-CCR text complexity band proficiently, with scaffolding as needed at the high end of the range. By the end of grade 12, read and comprehend literary nonfiction at the high end of the grades 11-CCR text complexity band independently and proficiently. By the end of grade 12, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11–CCR text complexity band independently and proficiently.</p> <p>ELA-Literacy.L.11-12.1 Demonstrate command of the conventions of standard English grammar and</p>
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usage when writing or speaking.

ELA-Literacy.L.11-12.1a Apply the understanding that usage is a matter of convention, can change over time, and is sometimes contested.

ELA-Literacy.L.11-12.1b Resolve issues of complex or contested usage, consulting references (e.g., *Merriam-Webster's Dictionary of English Usage*, *Garner's Modern American Usage*) as needed.

ELA-Literacy.L.11-12.2 Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

ELA-Literacy.L.11-12.2a Observe hyphenation conventions.

ELA-Literacy.L.11-12.2b Spell correctly.

ELA-Literacy.L.11-12.3a Vary syntax for effect, consulting references (e.g., Tufte's *Artful Sentences*) for guidance as needed; apply an understanding of syntax to the study of complex texts when reading.

ELA-Literacy.L.11-12.4d Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary).

ELA-Literacy.L.11-12.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.

ELA-Literacy.L.11-12.5a Interpret figures of speech (e.g., hyperbole, paradox) in context and analyze their role in the text.

ELA-Literacy.L.11-12.5b Analyze nuances in the meaning of words with similar denotations.

**SC2630—Introduction to Environmental Science**  
**GS2530—Technical Physics**

<p><u>SC2630—Introduction to Environmental Science</u></p> <p>Course Objectives</p> <ol style="list-style-type: none"> <li>1. Explain the foundations of environmental science.</li> <li>2. Explain the interdisciplinary nature of environmental science and its major concepts and theories.</li> <li>3. Demonstrate the importance of biodiversity for ecosystem health.</li> <li>4. Evaluate the detrimental effects of chemical and biological contaminants on human health and the environment.</li> <li>5. Apply methods of modern science to real environmental issues.</li> <li>6. Evaluate the scientific basis of the major environmental issues facing society today.</li> <li>7. Analyze the impacts of contemporary human activities on the earth's processes.</li> <li>8. Analyze the impact of climate change on the environment.</li> <li>9. Correlate energy consumption with its impact on humans and the environment.</li> <li>10. Use the ITT Tech Virtual Library to research various topics related to environmental science.</li> <li>11. Working with a team, create and present a visual and oral presentation of research findings.</li> </ol> <p>Major Instructional Areas</p> <ol style="list-style-type: none"> <li>1. Sustainability and environmental policy</li> <li>2. Ecosystems and ecology</li> <li>3. Atmospheric science</li> <li>4. Water resources</li> <li>5. Natural resources</li> <li>6. Energy</li> </ol>	<p><b>Indiana Core Standards Covered in SC2630 and GS2530</b></p> <p>Standard I: Motion and Forces - Core Standard</p> <p>Collaboratively describe, test through experiments, explain and defend mathematical models of the motion of macroscopic objects in terms of Newton's laws.</p> <p>P.1.1 Using motion, maps, graphs and algebraic equations, describe, measure, and analyze constant acceleration motion in one dimension in terms of time and the vector quantities of displacement, velocity and acceleration.</p> <p>P.1.2 Using motion, maps, graphs and algebraic equations, describe, measure, and analyze constant acceleration motion in two dimensions in terms of time and the vector quantities of displacement, velocity and acceleration. Consider specifically projectile motion and uniform circular motion.</p> <p>P.1.3 Describe the magnitude and direction of kinds of forces, including both contact forces and non-contact forces, those that act at a distance. Find the net force acting on an object using free-body diagrams and the addition of forces. Use Newton's three laws to deductively analyze static and dynamic systems.</p> <p>P.1.4 Use Newton's Law of Universal Gravitation and the laws of motion to quantitatively analyze the motions of orbiting objects such as the moon, the planets and satellites (i.e., Kepler's Third Law of Planetary Motion).</p> <p>Standard 2: Energy and Momentum - Core Standard</p> <p>Collaboratively describe, test, explain and defend mathematical models of the motion of macroscopic objects in terms of energy, momentum and their conservation laws as developed using Newton's three laws of motion.</p> <p>P.2.1 Describe qualitatively and quantitatively the concepts of momentum, work, kinetic energy,</p>
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<p>Detailed Topical Outline</p> <p>1. Environmental Challenges and Sustainability</p> <p>1.1. Sustainability</p> <p>1.1.1. What is Environmental Science and Sustainability?</p> <p>1.1.2. Achieving Sustainability</p> <p>1.2. Human Population Growth</p> <p>1.2.1. Demographic Cycle</p> <p>1.2.2. Predicting Environmental Resource Use</p> <p>1.3. Environmental Ethics and Justice</p> <p>1.3.1. Environmental Ethics</p> <p>1.3.2. Who is Most Impacted by Environmental Degradation?</p> <p>1.3.3. Virtual Field Trip: Costa Rica</p> <p>1.4. Scientific Method</p> <p>1.4.1. Statistics and Graphing</p> <p>1.4.2. Scientific Method Applied Problem Set</p> <p>2. Environmental Policy and Health</p> <p>2.1. Environmental Regulation</p> <p>2.1.1. What is the History of Environmental Regulation?</p> <p>2.1.2. What is Environmental Regulation?</p> <p>2.1.3. Environmental Impact Statements</p> <p>2.2. Environmental Economics</p> <p>2.2.1. What is A Park Worth?</p> <p>2.3. Risk Analysis</p> <p>2.3.1. DDT Use in Ethiopia</p> <p>2.3.2. Conceptions of Risk</p> <p>2.4. Environmental Toxicology</p> <p>2.4.1. West Nile Virus and Environmental Health</p> <p>2.4.2. Environmental Health</p> <p>2.5. Perceptions of Environmental Issues</p> <p>2.5.1. Science and the Popular Media</p>	<p>potential energy and power.</p> <p>P.2.2 Quantitatively predict changes in momentum using the impulse-momentum theorem and in kinetic energy using the work-energy theorem</p> <p>P.2.3 Analyze evidence that illustrates the Law of Conservation of Energy and the Law of Conservation of Momentum. Apply these laws to analyze elastic and completely inelastic collisions.</p> <p>P.2.4 Describe and quantify energy in its different mechanical forms (e.g., kinetic, gravitational potential, elastic potential) and recognize that these forms of energy can be transformed one into another and into non-mechanical forms of energy (e.g., thermal, chemical, nuclear and electromagnetic).</p> <p>Standard 3: Temperature and Thermal Energy Transfer - Core Standard</p> <p>Describe and distinguish the concepts of temperature and thermal energy. Use the kinetic-molecular theory to explain some thermal properties of gases and phase changes of solids, liquids and gases.</p> <p>P.3.1 Describe temperature, thermal energy and thermal energy transfer in terms of the kinetic molecular model. Expand the concept of conservation of mechanical energy to include thermal energy.</p> <p>P.3.2 Describe the kinetic molecular model, use it to derive the ideal gas law and show how it explains the relationship between the temperature of an object and the average kinetic energy of its molecules.</p> <p>P.3.3 Use the kinetic theory to explain that the transfer of heat occurs during a change of state.</p> <p>P.3.4 Use examples from everyday life to describe the transfer of thermal energy by conduction, convection, and radiation.</p> <p>Standard 4: Electricity and Magnetism - Core Standard</p> <p>Understand the interplay of electricity and</p>
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<p>2.5.2. Population Growth</p> <p>3. Ecology</p> <p>3.1. Interactions Among Organisms</p> <p>3.1.1. Producer, Consumer...Predator, Prey</p> <p>3.2. Energy Flow in Ecosystems</p> <p>3.2.1. Food Webs and Thermodynamics</p> <p>3.3. Succession</p> <p>3.3.1. Recognizing Biomes and Succession</p> <p>3.3.2. Ecosystem Diagram</p> <p>3.3.3. Drilling for Oil in the Tundra</p> <p>3.4. Cycling of Matter</p> <p>3.4.1. Biogeochemical Concept Diagram</p> <p>3.5. Perceptions of Environmental Issues</p> <p>3.5.1. Experimental Design: Range of Tolerance</p> <p>4. Population and Air Pollution</p> <p>4.1. Population Growth</p> <p>4.1.1. Calculating Population Growth</p> <p>4.2. Carrying Capacity</p> <p>4.2.1. Future of the Human Population</p> <p>4.3. Air Pollution</p> <p>4.3.1. The Atmosphere and Global Pollution</p> <p>4.3.2. Phase I and Phase II Vapor Recovery</p> <p>4.3.3. Riding Public Transit</p> <p>4.3.4. Technological “Leapfrogging”</p> <p>4.4. Indoor Air Pollution</p> <p>4.4.1. Indoor Air Quality Inspection</p> <p>5. Global Atmospheric Changes</p> <p>5.1. Weather vs. Climate</p> <p>5.1.1. Climate Change Evidence</p> <p>5.2. Effects of Global Climate Change</p> <p>5.2.1. Effects of Climate Change</p> <p>5.3. Adaptation and Mitigation</p> <p>5.3.1. Greenhouse Gases</p> <p>5.4. Carbon Dioxide</p>	<p>magnetism. Apply this understanding to electrostatic problems and basic electrical circuits.</p> <p>P.4.1 Using Coulomb’s Law, describe and determine the force on a stationary charge due to other stationary charges. Know that this force is many times greater than the gravitational force.</p> <p>P.4.2 Define electric field and describe the motion of a charged particle in a simple electric field.</p> <p>P.4.3 Describe electric potential energy and electric potential (i.e., voltage). Use voltage to explain the motion of electrical charges and the resulting electric currents in conductors.</p> <p>P.4.4 Explain and analyze simple arrangements of electrical components in series and parallel circuits in terms of current, resistance, voltage and power. Use Ohm’s and Kirchhoff’s laws to analyze circuits.</p> <p>P.4.5 Describe the magnetic forces and fields produced by and acting on moving charges and magnetic materials.</p> <p>Standard 5: Vibrations, Waves - Core Standard</p> <p>Apply Newton’s laws and the concepts of kinetic and potential energy to describe and explain the motion of vibrating objects.</p> <p>P.5.1 Identify properties of objects that vibrate by using Newton’s laws to describe and explain the vibrational motion resulting from restoring forces, such as Hooke’s Law in the case of spring or gravity in the case of a small amplitude pendulum.</p> <p>P.5.2 Describe how vibrating objects can generate transverse and/or longitudinal waves so that energy is transmitted without the transfer of energy. Distinguish longitudinal waves from transverse waves.</p> <p>P.5.3 Describe and analyze propagating waves in terms of their fundamental characteristics such as wave speed, wavelength, frequency or period, and amplitude.</p> <p>P.5.4 Describe and explain the behavior of waves such as transmission, reflection, interference and</p>
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<p>5.4.1. Trees and Carbon</p> <p>5.4.2. Global Warming, CO<sub>2</sub>, and You</p> <p>5.5. Automobiles and Climate Change</p> <p>5.5.1. Global Climate Change and Automobiles</p> <p>6. Freshwater and Oceans</p> <p>6.1. Freshwater Resources and Water Pollution</p> <p>6.1.1. The Hydrologic Cycle and Humans</p> <p>6.1.2. Designing an Artificial Wetland</p> <p>6.1.3. Water, Energy and Biodiversity</p> <p>6.2. The Ocean and Fisheries</p> <p>6.2.1. Three Dimensional Look at the Planet</p> <p>6.2.2. Marine Life, Ocean Life Zones and Human Impacts</p> <p>6.2.3. Project Proposal</p> <p>6.3. Sewage Treatment</p> <p>6.3.1. Virtual Field Trip: Sewage Treatment Plant</p> <p>7. Mineral, Soil and Land Resources</p> <p>7.1. Mineral and Soil Resources</p> <p>7.1.1. Rock Cycle</p> <p>7.1.2. The King and His Three Daughters</p> <p>7.1.3. Three Sources of Stuff</p> <p>7.2. Land Use</p> <p>7.2.1. Best Management Practices</p> <p>7.2.2. Project Proposal Feedback</p> <p>7.2.3. Project Sources</p> <p>7.2.4. Calories and Land</p> <p>7.3. Mineral and Soil Resources</p> <p>7.3.1. Soil Characterization</p> <p>8. Food and Biological Resources</p> <p>8.1. Agriculture and Food Resources</p> <p>8.1.1. Can Technology Solve Famine, Water Shortages and Threats to Environmental Health?</p> <p>8.1.2. Conservation and Preservation</p> <p>8.1.3. Designing an Integrated Pest Management Plan</p>	<p>polarizations. Qualitatively describe and explain the production and properties of standing waves.</p> <p>Standard 6: Light and Optics - Core Standard</p> <p>Understand the geometric nature of light propagation and its wave nature as observed in the propagation of light through space and its interactions with and in matter.</p> <p>P.6.1 Understand the geometric nature of light in reflection and refraction and in image formation by lenses and mirrors. Use that geometric nature to graphically predict the formation of images by lens and mirrors.</p> <p>P.6.2 Describe the electromagnetic spectrum (i.e., radio waves, microwaves, infrared, visible light, ultraviolet, X-rays and gamma rays) in terms of frequency, wavelength and energy. Recognize that all these waves travel in a vacuum at the same speed.</p> <p>P.6.3 Understand that electromagnetic waves are produced by the acceleration of charged particles. Describe how electromagnetic waves interact with matter both as packets (i.e., photons) and as waves. Show qualitatively how wave theory helps explain polarization and diffraction.</p> <p>Standard 7: Modern Physics - Core Standard</p> <p>Understand how our knowledge of physics has changed during the last hundred years, particularly in the areas of atomic and nuclear physics, quantum theory and relativity. Describe the structure of the atom and the reactions that occur in its nucleus.</p> <p>P.7.1 Explain that electrons, protons and neutrons are parts of the atom and that the nuclei of atoms are composed of protons and neutrons, which experience forces of attraction and repulsion consistent with their charges and masses. Distinguish elements from isotopes.</p> <p>P.7.2 Explain that the stability of the nucleus, containing only positive or neutral particles, indicates the existence of a new force that is only evident within the nucleus, as it holds the particles together despite the strong repulsive electrical</p>
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<p>8.1.4. Source Evaluation</p> <p>8.2. Biological Resources</p> <p>8.2.1. Biodiversity</p> <p>8.2.2. Trophic Ecology of Humans: The Best Guess Breakfast Interview</p> <p>8.2.3. Project Data Collection</p> <p>8.3. Life Cycle Analysis</p> <p>8.3.1. Life Cycle Analysis</p> <p>9. Waste and Nonrenewable Energy</p> <p>9.1. Solid Waste</p> <p>9.1.1. Durable and Disposable Products</p> <p>9.1.2. Recycling</p> <p>9.1.3. Landfills</p> <p>9.2. Hazardous Waste</p> <p>9.2.1. Hazardous Waste</p> <p>9.3. Coal, Oil, and Natural Gas</p> <p>9.3.1. Extraction Hazards</p> <p>9.3.2. Oil and Natural Gas</p> <p>9.3.3. Virtual Field Trip: Coal Fired Power Plant</p> <p>9.4. Nuclear Power</p> <p>9.4.1. Nuclear Power</p> <p>9.4.2. Oral Presentation Practice</p> <p>9.4.3. Project Applications</p> <p>9.5. Solid Waste</p> <p>9.5.1. Landfill Planning and Placement</p> <p>10. Renewable Energy</p> <p>10.1. Renewable Energy Principles</p> <p>10.1.1. Direct Solar</p> <p>10.1.2. Winds</p> <p>10.2. Conservation and Energy Efficiency</p> <p>10.2.1. Conservation</p> <p>10.3. Life Cycle Analysis</p> <p>10.3.1. Life Cycle Analysis Presentation</p> <p>11. Course Review and Final Examination</p>	<p>force.</p> <p>P.7.3 Distinguish fission from fusion processes. Describe how the binding energies of protons and neutrons determine the stability and instability of nuclei.</p> <p>P.7.4 Describe qualitatively how nuclear reactions (i.e, fission and fusion) convert very small amounts of matter into large amounts of energy.</p> <p>P.7.5 Understand that fission results from large, less stable nuclei decomposing to form smaller, more stable nuclei. Understand that fusion results from small nuclei at high temperatures and pressures combining to form larger, more stable nuclei and releasing thermonuclear energy.</p>
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GS 2530 PHYSICS

Course Objectives

1. Apply scientific methods to analyze graphical data and predictions.
2. Use units and measurements to solve conversion problems.
3. Apply concepts of kinematics and dynamics to solve problems involving motion.
4. Apply Newton's three laws to solve problems.
5. Use energy and momentum concepts to solve motion problems.
6. Apply Newton's law of gravitation.
7. Apply pressure, density, buoyancy, and Pascal's Principle to solve problems.
8. Apply the concepts of density, pressure, temperature, and heat to different phases of matter.
9. Use the concepts of electric and magnetic fields to solve problems in electrostatics, electric current, and magnetism.
10. Apply properties of waves to sound and light.
11. Use the principles of modern physics to explain basic ideas of quantum mechanics.
12. Use the ITT Tech Virtual Library and other ITT Tech resources to research various topics as appropriate.

Major Instructional Areas

1. Classical mechanics
2. Electromagnetism
3. Thermodynamics
4. Modern Physics

Detailed Topical Outline

1. Scientific Method
  - 1.1. Five-step method
    - 1.1.1. Observation

<ul style="list-style-type: none"> <li>1.1.2. Hypothesis</li> <li>1.1.3. Prediction</li> <li>1.1.4. Test prediction</li> <li>1.1.5. Draw conclusion</li> <li>1.2. Facts, theory, and hypothesis</li> <li>2. Scientific Measurements and Units <ul style="list-style-type: none"> <li>2.1. Metric units</li> <li>2.2. Unit conversion</li> </ul> </li> <li>3. Kinematics: Description of Motion <ul style="list-style-type: none"> <li>3.1. Kinematic quantities <ul style="list-style-type: none"> <li>3.1.1. Displacement</li> <li>3.1.2. Distance</li> <li>3.1.3. Speed</li> <li>3.1.4. Velocity</li> <li>3.1.5. Acceleration</li> </ul> </li> <li>3.2. Free fall</li> </ul> </li> <li>4. Dynamics: Description of Force and Motion <ul style="list-style-type: none"> <li>4.1. Newton's laws <ul style="list-style-type: none"> <li>4.1.1. 1st Law–Inertia <ul style="list-style-type: none"> <li>4.1.1.1. Distinguish mass and weight</li> </ul> </li> <li>4.1.2. 2nd Law–Force = (mass) (acceleration) <ul style="list-style-type: none"> <li>4.1.2.1. Definition of force</li> <li>4.1.2.2. Balanced forces</li> <li>4.1.2.3. Net force</li> </ul> </li> <li>4.1.3. 3rd Law–Law of Action/Reaction <ul style="list-style-type: none"> <li>4.1.3.1. Action/reaction pairs</li> </ul> </li> </ul> </li> <li>4.2. Free-body diagrams</li> </ul> </li> <li>5. Work and Energy <ul style="list-style-type: none"> <li>5.1. Definition of mechanical work</li> <li>5.2. Calculations <ul style="list-style-type: none"> <li>5.2.1. Work</li> <li>5.2.2. Kinetic energy</li> <li>5.2.3. Potential energy</li> </ul> </li> <li>5.3. Work-energy theorem</li> </ul> </li> <li>6. Linear Momentum and Collisions <ul style="list-style-type: none"> <li>6.1. Conservation of momentum</li> <li>6.2. Elastic and inelastic collisions</li> </ul> </li> </ul>	
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<ul style="list-style-type: none"><li>6.3. Impulse<ul style="list-style-type: none"><li>6.3.1. Force and momentum</li><li>6.3.2. Stopping time</li></ul></li><li>7. Angular Momentum and Torque<ul style="list-style-type: none"><li>7.1. Rotational motion<ul style="list-style-type: none"><li>7.1.1. Rotational inertia</li><li>7.1.2. Lever arms</li><li>7.1.3. Conservation of angular momentum</li></ul></li><li>7.2. Torque</li></ul></li><li>8. Gravity<ul style="list-style-type: none"><li>8.1. Newton's law of gravitation<ul style="list-style-type: none"><li>8.1.1. Gravitational potential energy</li><li>8.1.2. Projectile Motion</li><li>8.1.3. Satellites<ul style="list-style-type: none"><li>8.1.3.1. Circular orbit</li><li>8.1.3.2. Elliptical orbit</li><li>8.1.3.3. Escape velocity</li></ul></li></ul></li><li>8.2. Inverse-square law</li></ul></li><li>9. Fluids<ul style="list-style-type: none"><li>9.1. Pressure and Pascal's Principle<ul style="list-style-type: none"><li>9.1.1. Density</li><li>9.1.2. Pressure as a function of depth</li></ul></li><li>9.2. Archimedes' Principle</li><li>9.3. Buoyancy</li><li>9.4. Flowing fluids<ul style="list-style-type: none"><li>9.4.1. Bernoulli's Principle</li></ul></li></ul></li><li>10. Temperature and Heat<ul style="list-style-type: none"><li>10.1. Difference between temperature and heat</li><li>10.2. Specific heat capacity<ul style="list-style-type: none"><li>10.2.1. Thermal expansion</li><li>10.2.2. Heat of fusion</li><li>10.2.3. Heat of vaporization</li></ul></li><li>10.3. Laws of Thermodynamics<ul style="list-style-type: none"><li>10.3.1. 1st Law—Conservation of Energy</li><li>10.3.2. 2nd Law—Law of Entropy</li><li>10.3.3. 3rd Law—Law of Absolute Zero</li></ul></li></ul></li><li>11. Electricity and Magnetism</li></ul>	
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<ul style="list-style-type: none"><li>11.1. Coulomb's Law<ul style="list-style-type: none"><li>11.1.1. Test charge</li><li>11.1.2. Electric field</li><li>11.1.3. Electric potential</li></ul></li><li>11.2. Circuits<ul style="list-style-type: none"><li>11.2.1. AC and DC</li><li>11.2.2. Ohm's Law</li><li>11.2.3. Parallel and Series</li></ul></li><li>11.3. Magnetism<ul style="list-style-type: none"><li>11.3.1. Current and magnetism</li><li>11.3.2. Motors and generators</li></ul></li><li>12. Vibrations and Waves<ul style="list-style-type: none"><li>12.1. Waves<ul style="list-style-type: none"><li>12.1.1. Wavelength</li><li>12.1.2. Amplitude</li><li>12.1.3. Frequency</li><li>12.1.4. Period</li><li>12.1.5. Velocity</li></ul></li><li>12.2. Transverse and longitudinal waves</li><li>12.3. Interference</li><li>12.4. Doppler Effect</li></ul></li><li>13. Physical Optics<ul style="list-style-type: none"><li>13.1. Law of reflection</li><li>13.2. Laws of refraction</li><li>13.3. Total internal reflection</li><li>13.4. Electromagnetic spectrum</li></ul></li><li>14. Introduction to Modern Physics<ul style="list-style-type: none"><li>14.1. Photoelectric effect</li><li>14.2. Bohr's atomic model</li><li>14.3. Radioactivity<ul style="list-style-type: none"><li>14.3.1. Half-life</li><li>14.3.2. Radiometric dating</li></ul></li><li>14.4. Fission and fusion</li></ul></li></ul>	
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## MA1210 COLLEGE MATHEMATICS I (ALGEBRA II)

<b>Course Objectives</b>	<b>Indiana Core Standards Covered in MA1210 (Algebra II)</b>
<ol style="list-style-type: none"><li>1. Solve applied problems using algebraic properties, problem-solving strategies, and mathematical models.</li><li>2. Use plotting and transformation methods to graph equations, functions, and inverse functions.</li><li>3. Analyze relations, equations, functions, and their graphs.</li><li>4. Given a relation, equation, graph, or function, determine its range and domain.</li><li>5. Given two functions, perform algebraic operations and composition.</li><li>6. Given a function, find its inverse if it exists.</li><li>7. Solve linear, quadratic, radical, rational, polynomial equations, and linear inequalities.</li><li>8. Solve linear and non-linear systems of equations and inequalities.</li><li>9. Apply matrix methods to linear systems.</li><li>10. Use the ITT Tech Virtual Library to research a mathematical topic.</li></ol>	<p>Unit 1: Polynomial, Rational, and Radical Relationships</p> <p>This unit develops the structural similarities between the system of polynomials and the system of integers. Students draw on analogies between polynomial arithmetic and base-ten computation, focusing on properties of operations, particularly the distributive property. Students connect multiplication of polynomials with multiplication of multi-digit integers, and division of polynomials with long division of integers. Students identify zeros of polynomials, including complex zeros of quadratic polynomials, and make connections between zeros of polynomials and solutions of polynomial equations. The unit culminates with the fundamental theorem of algebra. Rational numbers extend the arithmetic of integers by allowing division by all numbers except 0. Similarly, rational expressions extend the arithmetic of polynomials by allowing division by all polynomials except the zero polynomial. A central theme of this unit is that the arithmetic of rational expressions is governed by the same rules as the arithmetic of rational numbers.</p> <p>N.CN.1 Know there is a complex number <math>i</math> such that <math>i^2 = -1</math>, and every complex number has the form <math>a + bi</math> with <math>a</math> and <math>b</math> real.</p>
<b>Major Instructional Areas</b>	
<ol style="list-style-type: none"><li>1. Basic concepts of algebra – systems of numbers, variables and algebraic expression (polynomials, rational expressions, exponentials and radicals), rules of algebraic operations and relations<ol style="list-style-type: none"><li>a. Evaluating and simplifying algebraic expressions</li><li>b. Evaluating absolute value</li><li>c. Simplifying exponential expressions</li></ol></li></ol>	<p>N.CN.2 Use the relation <math>i^2 = -1</math> and the commutative, associative, and distributive properties to add, subtract, and multiply complex numbers.</p> <p>N.CN.7 Solve quadratic equations with real coefficients that have complex solutions.</p> <p>N.CN.8 (+) Extend polynomial identities to the complex numbers. <i>For example, rewrite <math>x^2 + 4</math> as <math>(x + 2i)(x - 2i)</math>.</i></p> <p>N.CN.9 (+) Know the Fundamental Theorem of Algebra; show that it is true for quadratic</p>

<ul style="list-style-type: none"> <li>d. Computations with scientific notation</li> <li>e. Performing operations with radicals and rational exponents</li> <li>f. Performing operations with polynomials</li> <li>g. Factoring polynomials</li> <li>h. Performing operations with rational expressions</li> <li>i. Performing operations with complex numbers</li> </ul> <p>2. Equalities, inequalities, equations, identities</p> <ul style="list-style-type: none"> <li>a. Solving linear equations</li> <li>b. Solving formulas for a variable</li> <li>c. Solving rational equations</li> <li>d. Models and applications</li> <li>e. Solving <ul style="list-style-type: none"> <li>i. Quadratic equations</li> <li>ii. Polynomial equations</li> <li>iii. Equations with rational exponents</li> <li>iv. Equations quadratic in form</li> <li>v. Absolute value equations</li> <li>vi. Linear, compound, and absolute value inequalities</li> </ul> </li> <li>f. Midpoint and distance formulas</li> <li>g. Circles</li> </ul> <p>3. Functions and their properties</p>	<p>polynomials.</p> <p>A.SSE.1 Interpret expressions that represent a quantity in terms of its context.</p> <ul style="list-style-type: none"> <li>a. Interpret parts of an expression, such as terms, factors, and coefficients.</li> <li>b. Interpret complicated expressions by viewing one or more of their parts as a single entity.</li> </ul> <p>A.SSE.2 Use the structure of an expression to identify ways to rewrite it.</p> <p>A.SSE.4 Derive the formula for the sum of a finite geometric series (when the common ratio is not 1), and use the formula to solve problems.</p> <p>A.APR.1 Understand that polynomials form a system analogous to the integers, namely, they are closed under the operations of addition, subtraction, and multiplication; add, subtract, and multiply polynomials.</p> <p>A.APR.2 Know and apply the Remainder Theorem: For a polynomial <math>p(x)</math> and a number <math>a</math>, the remainder on division by <math>x - a</math> is <math>p(a)</math>, so <math>p(a) = 0</math> if and only if <math>(x - a)</math> is a factor of <math>p(x)</math>.</p> <p>A.APR.3 Identify zeros of polynomials when suitable factorizations are available, and use the zeros to construct a rough graph of the function defined by the polynomial.</p> <p>A.APR.4 Prove polynomial identities and use them to describe numerical relationships. For example, the polynomial identity <math>(x^2 + y^2)^2 = (x^2 - y^2)^2 + (2xy)^2</math> can be used to generate Pythagorean triples.</p> <p>A.APR.5 (+) Know and apply the Binomial Theorem for the expansion of <math>(x + y)^n</math> in powers of <math>x</math> and <math>y</math> for a positive integer <math>n</math>, where <math>x</math> and <math>y</math> are any numbers, with coefficients determined for example by Pascal's Triangle.</p> <p>A.APR.6 Rewrite simple rational expressions in different forms; write <math>a(x)/b(x)</math> in the form <math>q(x) + r(x)/b(x)</math>, where <math>a(x)</math>, <math>b(x)</math>, <math>q(x)</math>, and <math>r(x)</math> are polynomials with the degree of <math>r(x)</math> less than the degree of <math>b(x)</math>, using inspection, long division, or,</p>
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<p>h. Domain and range</p> <p>i. Functional notation</p> <p>j. Determining if an equation is a function</p> <p>k. Slope of a linear function</p> <p>l. Point-slope form of the equation of a line</p> <p>m. Slope-Intercept form of the equation of a line</p> <p>Algebra of functions</p> <p>Composition of functions</p> <p>Inverse functions</p> <p>Dividing polynomials (long and synthetic division)</p> <p>Using theorems to determine zeros of functions</p>	<p>for the more complicated examples, a computer algebra system.</p> <p>A.APR.7 (+) Understand that rational expressions form a system analogous to the rational numbers, closed under addition, subtraction, multiplication, and division by a nonzero rational expression; add, subtract, multiply, and divide rational expressions.</p> <p>A.REI.2 Solve simple rational and radical equations in one variable, and give examples showing how extraneous solutions may arise.</p> <p>A.REI.11 Explain why the <math>x</math>-coordinates of the points where the graphs of the equations <math>y = f(x)</math> and <math>y = g(x)</math> intersect are the solutions of the equation <math>f(x) = g(x)</math>; find the solutions approximately, e.g., using technology to graph the functions, make tables of values, or find successive approximations. Include cases where <math>f(x)</math> and/or <math>g(x)</math> are linear, polynomial, rational, absolute value, exponential, and logarithmic functions.</p> <p>F.IF.7 Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.</p>
<p>4. Graphs of functions and equations</p> <p>Plot point method of graphing</p> <p>Vertical and horizontal line tests</p> <p>Domain and range</p> <p>Intercepts</p> <p>Behavior and characteristics of graphs</p> <p>Graphing:</p> <ul style="list-style-type: none"> <li>• Piecewise functions</li> <li>• Linear functions and vertical lines</li> <li>• Quadratic Functions</li> <li>• Radical Functions</li> </ul>	<p>Unit 2: Trigonometric Functions</p> <p>Building on their previous work with functions, and on their work with trigonometric ratios and circles in Geometry, students now use the coordinate plane to extend trigonometry to model periodic phenomena.</p> <p>F.TF.1 Understand radian measure of an angle as the length of the arc on the unit circle subtended by the angle.</p> <p>F.TF.2 Explain how the unit circle in the coordinate plane enables the extension of trigonometric functions to all real numbers, interpreted as radian measures of angles traversed counterclockwise around the unit circle.</p> <p>F.TF.5 Choose trigonometric functions to model periodic phenomena with specified amplitude, frequency, and midline.</p> <p>F.TF.8 Prove the Pythagorean identity <math>\sin^2(\theta) +</math></p>

<ul style="list-style-type: none"> <li>• Rational Functions</li> <li>• Circles</li> </ul> <p>n. Graphing functions using transformations of functions</p> <p>o. Applications of equations and functions</p> <p>5. Systems of linear equations in two and three variables</p> <p>a. Solve systems by substitution and addition methods</p> <p>b. Applications of linear systems</p> <p>c. Solve nonlinear systems</p> <p>d. Graph systems of inequalities</p> <p>6. Elements of linear algebra (matrices and determinants)</p> <p>a. Matrix row operations</p> <p>b. Gaussian elimination</p> <p>c. Gauss-Jordan elimination</p> <p>d. Inconsistent and dependent systems</p> <p>e. Performing operations with matrices</p> <p>f. Determinants</p> <p>g. Cramer’s rule</p> <p>h. Applications</p>	<p><math>\cos^2(\theta) = 1</math> and use it to find <math>\sin(\theta)</math>, <math>\cos(\theta)</math>, or <math>\tan(\theta)</math>, given <math>\sin(\theta)</math>, <math>\cos(\theta)</math>, or <math>\tan(\theta)</math>, and the quadrant of the angle.</p> <p>Unit 3: Modeling with Functions</p> <p>In this unit students synthesize and generalize what they have learned about a variety of function families. They extend their work with exponential functions to include solving exponential equations with logarithms. They explore the effects of transformations on graphs of diverse functions, including functions arising in an application, in order to abstract the general principle that transformations on a graph always have the same effect regardless of the type of the underlying function. They identify appropriate types of functions to model a situation, they adjust parameters to improve the model, and they compare models by analyzing appropriateness of fit and making judgments about the domain over which a model is a good fit.</p> <p>A.CED.1 Create equations and inequalities in one variable and use them to solve problems.</p> <p>A.CED.2 Create equations in two or more variables to represent relationships between quantities; graph equations on coordinate axes with labels and scales.</p> <p>A.CED.3 Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or non-viable options in a modeling context.</p> <p>A.CED.4 Rearrange formulas to highlight a quantity of interest, using the same reasoning as in solving equations.</p> <p>F.IF.4 For a function that models a relationship between two quantities, interpret key features of graphs and tables in terms of the quantities, and sketch graphs showing key features given a verbal description of the relationship.</p> <p>F.IF.5 Relate the domain of a function to its graph and, where applicable, to the quantitative relationship it describes.</p> <p>F.IF.6 Calculate and interpret the average rate of change of a function (presented symbolically or as</p>
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a table) over a specified interval. Estimate the rate of change from a graph.

F.IF.7 Graph functions expressed symbolically and show key features of the graph, by hand in simple cases and using technology for more complicated cases.

b. Graph square root, cube root, and piecewise-defined functions, including step functions and absolute value functions.

e. Graph exponential and logarithmic functions, showing intercepts and end behavior, and trigonometric functions, showing period, midline, and amplitude.

F.IF.8 Write a function defined by an expression in different but equivalent forms to reveal and explain different properties of the function.

F.IF.9 Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). For example, given a graph of one quadratic function and an algebraic expression for another, say which has the larger maximum.

F.BF.1 Write a function that describes a relationship between two quantities.

b. Combine standard function types using arithmetic operations.

F.BF.3 Identify the effect on the graph of replacing  $f(x)$  by  $f(x) + k$ ,  $k f(x)$ ,  $f(kx)$ , and  $f(x + k)$  for specific values of  $k$  (both positive and negative); find the value of  $k$  given the graphs. Experiment with cases and illustrate an explanation of the effects on the graph using technology. Include recognizing even and odd functions from their graphs and algebraic expressions for them.

F.BF.4 Find inverse functions.

a. Solve an equation of the form  $f(x) = c$  for a simple function  $f$  that has an inverse and write an expression for the inverse.

F.LE.4 For exponential models, express as a logarithm the solution to  $b^{ct} = d$  where  $a$ ,  $c$ , and  $d$

are numbers and the base  $b$  is 2, 10, or  $e$ ; evaluate the logarithm using technology.

#### Unit 4: Inferences and conclusions from Data

In this unit, students see how the visual displays and summary statistics they learned in earlier grades relate to different types of data and to probability distributions. They identify different ways of collecting data—including sample surveys, experiments, and simulations—and the role that randomness and careful design play in the conclusions that can be drawn.

S.ID.4 Use the mean and standard deviation of a data set to fit it to a normal distribution and to estimate population percentages. Recognize that there are data sets for which such a procedure is not appropriate. Use calculators, spreadsheets, and tables to estimate areas under the normal curve.

S.IC.1 Understand statistics as a process for making inferences about population parameters based on a random sample from that population.

S.IC.2 Decide if a specified model is consistent with results from a given data-generating process, e.g., using simulation.

S.IC.3 Recognize the purposes of and differences among sample surveys, experiments, and observational studies; explain how randomization relates to each.

S.IC.4 Use data from a sample survey to estimate a population mean or proportion; develop a margin of error through the use of simulation models for random sampling.

S.IC.5 Use data from a randomized experiment to compare two treatments; use simulations to decide if differences between parameters are significant.

S.IC.6 Evaluate reports based on data.

S.MD.6 (+) Use probabilities to make fair decisions (e.g., drawing by lots, using a random number generator).

S.MD.7 (+) Analyze decisions and strategies using probability concepts (e.g., product testing, medical

**MA1310 COLLEGE MATHEMATICS II (PRE CALC WITH TRIG)**

**Course Objectives**

This course has the following instructional objectives:

1. Solve problems involving trigonometric functions of any angle.
2. Interpret the graphs of sine and cosine functions by constructing the graphs from their equations.
3. Evaluate the graphic characteristics of other trigonometric functions from their equations.
4. Interpret the graphs of logarithmic and exponentials functions by constructing the graphs from their equations.
5. Solve logarithmic and exponential equations.
6. Solve problems involving oblique triangles and the area of a triangle.
7. Solve problems involving complex numbers and polar coordinates.
8. Solve problems requiring the use of vectors.
9. Interpret the graphs of conic sections by constructing the graphs from their equations.
10. Solve probability, combinatorial, and sequence problems.
11. Use the ITT Tech Virtual Library to research selected topics.

**Major Instructional Areas**

1. Trigonometric functions

testing, pulling a hockey goalie at the end of a game).

**Indiana Core Standards Covered in MA1310 (Pre-Calculus with Trig)**

**Standard 1 Relations and Functions**

*Students use polynomial, rational, and algebraic functions to write functions and draw graphs to solve word problems, to find composite and inverse functions, and to analyze functions and graphs. They analyze and graph circles, ellipses, parabolas, and hyperbolas.*

PC.1.1 Recognize and graph various types of functions, including polynomial, rational, algebraic, and absolute value functions. Use paper and pencil methods and graphing calculators.

PC.1.2 Find domain, range, intercepts, zeros, asymptotes, and points of discontinuity of functions. Use paper and pencil methods and graphing calculators.

PC.1.3 Model and solve word problems using functions and equations.

PC.1.4 Define, find, and check inverse functions.

PC.1.5 Describe the symmetry of the graph of a function.

PC.1.6 Decide if functions are even or odd.

PC.1.7 Apply transformations to functions.

PC.1.8 Understand curves defined parametrically and draw their graphs.

PC.1.9 Compare relative magnitudes of functions and their rates of change.

PC.1.10 Write the equations of conic sections in standard form (completing the square and using translations as necessary), in order to find the type of conic section and to find its geometric properties (foci, asymptotes, eccentricity, etc.).

**Standard 2 Logarithmic and Exponential Functions**

*Students solve word problems involving logarithmic and exponential functions. They draw and analyze graphs and find inverse functions.*

PC.2.1 Solve word problems involving applications of logarithmic and exponential functions. What do you notice about these time periods?

PC.2.2 Find the domain, range, intercepts, and asymptotes of logarithmic and exponential functions.

PC.2.3 Draw and analyze graphs of logarithmic

<ul style="list-style-type: none"> <li>a. Angles and angular measurements</li> <li>b. Linear and angular speed</li> <li>c. Right triangle trigonometry</li> <li>d. Trigonometric functions of any angle</li> <li>e. Periodic functions</li> <li>f. Graphs of trigonometric functions</li> <li>g. Inverse trigonometric functions</li> </ul> <p>2. Additional topics in trigonometry</p> <ul style="list-style-type: none"> <li>a. Law of Sines</li> <li>b. Law of Cosines</li> <li>c. Heron’s Formula</li> <li>d. Polar coordinates</li> <li>e. Complex numbers in polar form</li> <li>f. DeMoivre’s Theorem</li> <li>g. Vectors</li> </ul> <p>3. Conic sections</p> <ul style="list-style-type: none"> <li>a. Ellipses</li> <li>b. Hyperbolas</li> <li>c. Parabolas</li> </ul> <p>4. Exponential and logarithmic functions</p> <ul style="list-style-type: none"> <li>a. Graphing exponential and logarithmic functions</li> <li>b. Evaluating exponential and logarithmic expression</li> <li>c. Condensing and expanding logarithmic expressions</li> </ul>	<p>and exponential functions.</p> <p>PC.2.4 Define, find, and check inverse functions of logarithmic and exponential functions.</p> <p><b>Standard 3 Trigonometry in Triangles</b>  <i>Students define trigonometric functions using right triangles. They solve word problems and apply the laws of sines and cosines.</i></p> <p>PC.3.1 Solve word problems involving right and oblique triangles.</p> <p>PC.3.2 Apply the laws of sines and cosines to solving problems.</p> <p>PC.3.3 Find the area of a triangle given two sides and the angle between them.</p> <p><b>Standard 4 Trigonometric Functions</b>  <i>Students define trigonometric functions using the unit circle and use degrees and radians. They draw and analyze graphs, find inverse functions, and solve word problems.</i></p> <p>PC.4.1 Define sine and cosine using the unit circle.</p> <p>PC.4.2 Convert between degree and radian measures.</p> <p>PC.4.3 Learn exact sine, cosine, and tangent values for <math>0, \pi/2, \pi/3, \pi/4, \pi/6</math>, and multiples of <math>\pi</math>. Use those values to find other trigonometric values.</p> <p>PC.4.4 Solve word problems involving applications of trigonometric functions.</p> <p>PC.4.5 Define and graph trigonometric functions (i.e., sine, cosine, tangent, cotangent, secant, cosecant).</p> <p>PC.4.6 Find domain, range, intercepts, periods, amplitudes, and asymptotes of trigonometric functions.</p> <p>PC.4.7 Draw and analyze graphs of translations of trigonometric functions, including period, amplitude, and phase shift.</p> <p>PC.4.8 Define and graph inverse trigonometric functions.</p> <p>PC.4.9 Find values of trigonometric and inverse trigonometric functions.</p> <p>PC.4.10 Know that the tangent of the angle that a line makes with the x-axis is equal to the slope of the line.</p> <p>PC.4.11 Make connections between right triangle ratios, trigonometric functions, and circular functions.</p> <p><b>Standard 5 Trigonometric Identities and Equations</b>  <i>Students prove trigonometric identities, solve trigonometric equations, and solve word problems.</i></p>
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<p>d. Solving exponential and logarithmic equations</p> <p>5. Sequences, combinatorial analysis, and probability</p> <p>a. Recursion formulas</p> <p>b. Factorial and summation notation</p> <p>c. Arithmetic sequences</p> <p>d. Geometric Sequences and series</p> <p>e. Binomial Theorem</p> <p>f. Counting principles</p> <p>g. Permutations</p> <p>h. Combinations</p> <p>i. Empirical probability</p> <p>j. Theoretical probability</p>	<p>PC.5.1 Know the basic trigonometric identity <math>\cos^2 x + \sin^2 x = 1</math> and prove that it is equivalent to the Pythagorean Theorem.</p> <p>PC.5.2 Use basic trigonometric identities to verify other identities and simplify expressions.</p> <p>PC.5.3 Understand and use the addition formulas for sines, cosines, and tangents.</p> <p>PC.5.4 Understand and use the half-angle and double-angle formulas for sines, cosines, and tangents.</p> <p>PC.5.5 Solve trigonometric equations.</p> <p>PC.5.6 Solve word problems involving applications of trigonometric equations.</p> <p><b>Standard 6 Polar Coordinates and Complex Numbers</b></p> <p><i>Students define polar coordinates and complex numbers and understand their connection with trigonometric functions.</i></p> <p>PC.6.1 Define polar coordinates and relate polar coordinates to Cartesian coordinates.</p> <p>PC.6.2 Represent equations given in rectangular coordinates in terms of polar coordinates.</p> <p>PC.6.3 Graph equations in the polar coordinate plane.</p> <p>PC.6.4 Define complex numbers, convert complex numbers to trigonometric form, and multiply complex numbers in trigonometric form.</p> <p>PC.6.5 State, prove, and use De Moivre's Theorem.</p> <p><b>Standard 7 Sequences and Series</b></p> <p><i>Students define and use arithmetic and geometric sequences and series, understand the concept of a limit, and solve word problems.</i></p> <p>PC.7.1 Understand and use summation notation.</p> <p>PC.7.2 Find sums of infinite geometric series.</p> <p>PC.7.3 Prove and use the sum formulas for arithmetic series and for finite and infinite geometric series.</p> <p>PC.7.4 Use recursion to describe a sequence.</p> <p>PC.7.5 Understand and use the concept of limit of a sequence or function as the independent variable approaches infinity or a number. Decide whether simple sequences converge or diverge.</p> <p>PC.7.6 Solve word problems involving applications of sequences and series.</p> <p><b>Standard 8 Data Analysis</b></p> <p><i>Students model data with linear and nonlinear functions.</i></p> <p>PC.8.1 Find linear models using the median fit and</p>
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least squares regression methods. Decide which model gives a better fit.

PC.8.2 Calculate and interpret the correlation coefficient. Use the correlation coefficient and residuals to evaluate a “best-fit” line.

PC.8.3 Find a quadratic, exponential, logarithmic, power, or sinusoidal function to model a data set and explain the parameters of the model.

**Standard 9 Mathematical Reasoning and Problem Solving**

*Students use a variety of strategies to solve problems.*

PC.9.1 Use a variety of problem-solving strategies, such as drawing a diagram, guess-and-check, solving a simpler problem, examining simpler problems, and working backwards.

PC.9.2 Decide whether a solution is reasonable in the context of the original situation.

*Students develop and evaluate mathematical arguments and proofs.*

PC.9.3 Decide if a given algebraic statement is true always, sometimes, or never (statements involving rational or radical expressions, trigonometric, logarithmic or exponential functions).

PC.9.4 Use the properties of number systems and order of operations to justify the steps of simplifying functions and solving equations.

PC.9.5 Understand that the logic of equation solving begins with the assumption that the variable is a number that satisfies the equation, and that the steps taken when solving equations create new equations that have, in most cases, the same solution set as the original. Understand that similar logic applies to solving systems of equations simultaneously.

PC.9.6 Define and use the mathematical induction method of proof.

# Academic and Exit Standards

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Attachment 12

The Early Career Academy

March 15, 2013

## **ATTACHMENT 12: ACADEMIC AND EXIT STANDARDS**

The Early Career Academy will graduate students with Core 40 credentials or Core 40 with Technical Honors. Students must enroll into 11<sup>th</sup> grade with these Core 40 requirements complete.

<b>Grade 9</b>	<b>Grade 10</b>
Algebra I or II	Algebra II or Geometry
English 9	English 10
Biology I	Chemistry
PE/PE	World Language
Fine Arts/Health	Fine Arts/PE/Health deficit
US or World History	US or World History
World Language	Elective

During the 11<sup>th</sup> and 12<sup>th</sup> grade year students complete one of the following program outlines based upon the degree program they pursue:

Associate - Software Development		Associate - Network Systems Administration	
Course Number	Course Title	Course Number	Course Title
1st Trimester NT1110 Computer Structure and Logic GS1140 Problem Solving Theory GS1145 Strategies for the Technical Professional EN1320 Composition I		1st Trimester NT1110 Computer Structure and Logic GS1140 Problem Solving Theory GS1145 Strategies for the Technical Professional EN1320 Composition I	
2nd Trimester SD1230 Introduction to Application Design and SD1240 Creating Websites Using HTML and CSS PS1350 American Government MA1210 College Mathematics I HU1440 Rhetoric in Contemporary Culture		2nd Trimester NT1210 Introduction to Networking PT1420 Introduction to Programming PS1350 American Government MA1210 College Mathematics I HU1440 Rhetoric in Contemporary Culture	
3rd Trimester PT1420 Introduction to Programming SD1340 Creating Websites Using HTML5, CSS3 and JavaScript MA1310 College Mathematics II EN2620 Literature ES2555 Survey of Economics		3rd Trimester NT1310 Physical Networking NT1330 Client-Server Networking II MA1310 College Mathematics II EN2620 Literature ES2555 Survey of Economics	
4th Trimester SD1420 Introduction to Java Programming GS2530 Technical Physics SD1430 Introduction to Mobile Operating Systems CO2520 Communications SC2630 Introduction to Environmental Science		4th Trimester NT1230 Client-Server Networking I GS2530 Technical Physics NT1430 Linux Networking CO2520 Communications SC2630 Introduction to Environmental Science	
5th Trimester SD2520 Introduction to Database and XML with jQuery SD2550 Application Development Using Java I SP2750 Group Theory CR0000 Credit Recovery		5th Trimester PT2520 Database Concepts NT2580 Introduction to Information Security SP2750 Group Theory CR1000 Credit Recovery	
6th Trimester SD2650 Application Development Using Java II SD2670 Social Networking Applications and Technology  SD2799 Software Development Capstone Project GS2745 Advanced Strategies for the Technical Professional		6th Trimester NT2640 IP Networking NT2670 Email and Web Services NT2799 Network Systems Administration Capstone Project GS2745 Advanced Strategies for the Technical Professional	

**BELOW ARE CORE 40 AND CORE 40 WITH TECHNICAL HONORS EXIT REQUIREMENTS  
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)

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

Complete all requirements for Core 40.

- Complete a career-technical program (8 or more related 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.
- Recommended: Earn 2 additional credits in mathematics
- Complete two of the following, one must be A or B:
  - A. Score at or above the following levels on WorkKeys: Reading for Information - Level 6; Applied Mathematics - Level 6; Locating Information - Level 5
  - B. Complete dual high school/college credit courses in a technical area (6 college credits)
  - C. Complete a Professional Career Internship course or Cooperative Education course (2 credits)
  - D. Complete an industry-based work experience as part of a two-year career-technical education program (minimum 140 hours)
  - E. Earn a state-approved, industry-recognized certification **with Technical Honors** (*minimum 47 credits*)

For students who exit without Technical Honors, the C average requirement, the grade point of “B” or better and the last bullet point (above) may be waived.

All information regarding promotion, graduation, curriculum design/requirements, grading policy, two-year course of study will be compiled into one document, the Catalog. Parents and students will have access to the Catalog on the school’s website.

# School Calendar and Schedule

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Attachment 13

The Early Career Academy

**March 15, 2013**

**THE EARLY CAREER ACADEMY  
2013-2014 SCHOOL CALENDAR**

**First Trimester**

August 15, 2013..... *Thursday*..... New Professional Staff Meetings  
August 16, 2013..... *Friday*..... Professional Meetings for Staff  
August 19, 2013..... *Monday*..... First Day of School for Students  
September 2, 2013..... *Monday*..... Labor Day – No School  
October 3, 2013..... *Thursday*..... Parent/Student/Teacher Conferences  
October 24-25, 2013..... *Thursday & Friday*..... Fall Break – No School  
November 15, 2013..... *Friday*..... End of First Trimester

**Second Trimester**

November 18, 2013..... *Monday*..... Beginning of Second Trimester  
November 28-29..... *Thursday & Friday*..... Thanksgiving  
December 23-January 3, 2014..... *Begins on Monday*..... Winter Break – No School  
January 6, 2014..... *Monday*..... School Reopens  
January 16, 2014..... *Thursday* .....Parent/Student/Teacher Conferences  
January 20, 2014..... *Monday* .....Martin Luther King, Jr. Day – No School  
February 17, 2014..... *Monday* .....Presidents’ Day – No School  
February 28, 2014..... *Friday*..... End of Second Trimester  
March 3-March 7, 2014 .....*Begins on Monday*..... Spring Recess – No School

**Third Trimester**

March 10, 2014..... *Monday*..... Beginning of Third Trimester – School Reopens  
May 26, 2014..... *Monday*..... Memorial Day – No School  
May 30, 2014..... *Friday*..... Early Career Academy Graduation Day  
June 2, 2014..... *Monday*..... Last day for students  
June 3, 2014..... *Tuesday*..... Teacher Records Day – No School

**Total Days**.....183

**Student Flex Days** (*Unused* school cancellation days will be converted to days off for students and teachers) Friday, April 25, 2014, Friday, May 9, 2014 & Friday, May 23, 2014

**Additional Make-Up Days**

If school is dismissed a third day prior to Presidents’ Day, students will attend on Presidents’ Day. If school is dismissed four or more days, the make-up days will be added to the end of Trimester II.

**SCHOOL SCHEDULE**

Schedule for Trimesters with Five Classes or Four Classes with Applied Learning Block

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
8:00-10:00 Class A	8:00-10:00 Class D=45 hours	8:00-10:00 Class A	8:00-10:00 Class D=45	8:00-10:00 Class A
10:00 – 12:00 Class B	10:00-12:00 Class E=45 hours or Lab/Applied Learning Block	10:00-12:00 Class B	10:00-12:00 Class E=45 hours or Lab/Applied Learning Block	10:00-12:00 Class B
12:05-12:55 Lunch	12:05 – 12:55 Lunch	12:05-12:55 Lunch	12:05 – 12:55 Lunch	12:05-12:55 Lunch
1:00-3:00 Class C	1:00– 3:00 Supervised Lab/Study	1:00-3:00 Class C	1:00 – 3:00 Supervised Lab/Study	1:00 – 3:00 Class C
After-school activities: Tutoring, Clubs, Labs, SPE	After-school activities: Tutoring, Clubs, SPE	After-school activities: Tutoring, Clubs, Labs, SPE	After-school activities: Tutoring, Clubs, SPE	After-school activities: Tutoring, Clubs, Labs, SPE

# Enrollment Policy

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## Attachment 14

The Early Career Academy

**March 15, 2013**

Pursuant to Ind. Code § 20-24-5 *et seq.*, The Early Career Academy will initiate a systematic, public, and documented recruitment process to ensure that all students have an equal chance for admission. The Board of Directors will ensure that the admissions policies and procedures comply with the Indiana Charter School Law and with any applicable state and federal laws. The Early Career Academy will admit all students who submit a timely application for enrollment. Enrollment for each grade level is determined by building capacity, individual class sizes, and the ability to accommodate the individual applicant's scheduling needs.

- a) The open enrollment period in a typical year will begin in November and will continue until the end of March. If the number of completed applications exceeds the openings available, a lottery will be held in April for any grade level(s) in which an excess of completed qualified applications have been received. The lottery will determine which students will be admitted. Notification of admission will be made to parents/guardian and failure to accept within a reasonable amount of time as set forth by The Early Career Academy Admissions Policy will forfeit admission and subsequently be put back in the lottery. The remaining names will be drawn and placed on a waiting list in the order in which they were drawn for only that academic school year. If a vacancy arises before the commencement of the school year, the individual on the waiting list with the lowest number assignment will be offered admission and then removed from the waiting list. If an application is received after the application period has passed, the applicant's name will be added to the waiting list behind the names of the applicants who applied within the guidelines.
- b) In accordance with the Indiana Charter Law, The Early Career Academy may give priority for admission to current students, siblings of current students, and to children of The Early Career Academy staff provided that their completed registration forms are received prior to the end of the open enrollment period.

If the number of applications received by the application deadline does not exceed the number of available seats in a grade, all applicants who submitted completed registration forms for that grade during the open enrollment period will be accepted in that grade. Students will be accepted for admission after the open enrollment period provided there is capacity in that grade and a complete application has been submitted.

If a student has been accepted to the school but does not confirm enrollment within the appropriate time period established by The Early Career Academy, his/her name is automatically withdrawn and the next student on the waiting list may be enrolled. Waiting lists do not carry over into the next school year.

Once enrolled, students will not be required to reapply in subsequent academic years, but will need to complete information confirming their intent to return. Students who withdraw from The Early Career Academy during the school year must reapply for admission and follow the procedures outlined above for new students.

<b>Proposed Student Recruitment/Enrollment Timeline for 2013-14 School Year</b>	
<b>DATE</b>	<b>ACTIVITY</b>
May 2013	Charter Approval
May 2013 to July 15 2013	Active Engagement of prospective students for Registration
June to July 15, 2013	Proposed Open Enrollment Period – Information Sessions
July 2013	Lottery – if needed
May – July 2013	Completion of Enrollments
August 16, 2013	Proposed First Day of School

**Non-Discrimination:** The school will not deny enrollment to any eligible student based on gender, national origin, race, ethnicity, religion, disability, and academic or athletic eligibility. Furthermore, the school will not discriminate against students with special education needs or those qualified as English Language Learners.

**Withdrawal Policy & Procedure:** Students under the age of 18 may be withdrawn from school only by a parent. The school requests notice from the parent at least three days in advance so that records and documents may be prepared. Less than three days' notice may result in forms being mailed. A withdrawal form may be obtained from the school office.

A student who is 18 years of age or older, who is married or who has been declared by a court to be an emancipated minor, may withdraw without parental signature. In all cases, withdrawal forms must be appropriately completed and signed before withdrawal is complete.

The school may initiate withdrawal of a student for non - attendance if:

- 1) The student has been absent 10 consecutive school days and repeated efforts by the school to locate the student have been unsuccessful, or
- 2) The student is 18 years of age or older has more than five unexcused absences in one semester.

**Re-Enrollment Policy & Procedure:** To be eligible for continued enrollment in the school or re-enrollment, the parent must show proof of residency at the time of enrollment. If the student has withdrawn from the school and intends to return, in addition to residency requirements, a full application form must be completed and submitted.

# Student Discipline Policy

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## Attachment 15

The Early Career Academy

**March 15, 2013**

## **ATTACHMENT 15: STUDENT DISCIPLINE POLCY**

The Early Career Academy (ECA) policies will provide all students due process and are developed to conform to applicable federal and state laws regarding students with exceptional needs. ECA will include suspension and expulsion data in its annual performance report. The school will not use corporal punishment as a method of discipline.

Below is the discipline policy. This policy will have a cover letter (welcoming the students to the Early Career Academy), and at the bottom of the letter students will be asked to sign their names. By signing this document, it is our hope that students will “buy in” and have a sense of ownership in the mission and culture of the school.

The school will have in place due process procedures to be followed when there is an alleged act of student misconduct that might lead to an expulsion.

### **The Early Career Academy Guidelines & Rules (2013-2014)**

The Early Career Academy (ECA) is committed to providing a safe learning environment for all students. Students and parents are responsible for knowing and observing the guidelines and rules which govern our school. Any one or combination of the following actions may be used in order to maintain discipline in school: parent conference, counseling, restriction of extra-curricular activities, suspension of privileges, suspension from class, suspension from school, expulsion from school, referral to juvenile court, suspension from the bus, or other reasonable disciplinary action which is left to the discretion of the teacher and/or building administrator.

**The Early Career Academy does not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, veteran status, national origin, age, disability or limited English proficiency in its programs or employment policies as required by the Indiana Civil Rights Law (I.C.22-9-1), Title IV and Title VI (Civil Rights Act of 1964), the Equal Pay Act of 1973, Title IX (Educational Amendments), and Section 504 (Rehabilitation Act of 1973).**

### **MAINTAINING DISCIPLINE**

Recognizing that the behavior of some students may be so disruptive that it interferes with school purposes or educational functions of the school, the administration of The Early Career Academy may find it necessary to remove a student from the school. In this event and in accordance with the provisions of **Indiana Code -20-33-8**, the ECA Board of Directors authorizes administrators and staff members to take the following actions:

#### **1. REMOVAL FROM CLASS OR ACTIVITY-TEACHER**

A teacher will have the right to remove a student from his/her class or activity for one (1) class period or length of the class, i.e. two or three periods.

#### **2. SUSPENSION FROM SCHOOL-DIRECTOR**

The Executive Director (or designee) may deny a student the right to attend school or take part in any school function for a time of up to (5) school days or ten (10) school days. **Students are not allowed on any ECA property while on suspension and may not attend any activity sponsored by ECA.**

#### **3. EXPULSION**

In accordance with the due process procedures defined in this policy, a student may be expelled from school for a period no longer than the remainder of the current semester plus the following semester, with the exception of a violation of **the weapons rule (RULE 3)** listed under the grounds for Suspension and Expulsion in this policy which will result in a one year expulsion. **Expelled students are not allowed on any ECA property and may not attend any activity sponsored by ECA.**

**\*\*A violation, or repeated violation, of any school rule is grounds for disciplinary action including suspension or expulsion**

#### **GROUNDS FOR SUSPENSION OR EXPULSION (IC 20-33-8-14 and IC 20-33-8-15)**

**Sec. 14: Grounds for suspension or expulsion, and subject to the procedural requirements of this chapter, are Student Misconduct or Substantial Disobedience.** The grounds for suspension or expulsion listed below apply when a student is

- A. On school grounds (including school buses) before, during, and after school hours and at any other time when the school is being used by a school group.
- B. En route to and from school.
- C. Off school grounds at a school activity, function, or event, on the way to or from an event.

**Sec. 15:** In addition to the grounds listed above, a student may be suspended or expelled for engaging in unlawful activity on or off school grounds if:

- A. the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function; or
- B. The student's removal is necessary to restore order or protect persons on school property. This includes any unlawful activity meeting the above criteria which takes place during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

#### **RULE 1. SUBSTANCE ABUSE**

A. **Alcohol**

**Possessing, using, transmitting, or being under the influence of** any alcoholic beverage is prohibited. Any substance which is represented to be alcohol is prohibited. (IDOE Code 01)

B. **Drugs**

**Possessing, using, transmitting, or being under the influence of** any drug that is not used in accordance with doctor's orders is prohibited. Any substance which is represented to be or looks like drugs/paraphernalia, or is not used for intended purpose, is also prohibited. (IDOE Code 02) (**Note: Student shall surrender any prescription or non-prescription drugs in the original container to the Executive Director's secretary upon arrival at school.**)

C. **Tobacco**

**Possessing, using, and/or transmitting** tobacco or tobacco products is prohibited. (IDOE Code 07)

#### **RULE 2. POLICY ON POSSESSION OF WEAPONS**

- A. No student shall possess, handle, or transmit any firearm, deadly weapons, destructive devices, or dangerous instruments, as defined in Indiana Codes 20-33-8-16 and 35-47-5-2.5, on school property. Look-alike weapons of any kind are also prohibited. (IDOE Code 03-06)
- B. **The penalty for possession of a firearm, deadly weapons, or destructive devices: The student must be expelled for One (1) calendar year with the return of the student to be at the beginning of the first school semester after the end of One (1) year period.** The Executive Director may, on a case-by-case basis modify the period of expulsion for a student who is expelled under this section.
- C. The Executive Director shall notify the county prosecuting attorney's office when a student is expelled under this rule (Rule 2).

### **RULE 3. Intimidation/Bullying/Harassment**

- A. No student shall intimidate, bully, harass, or threaten other students or school personnel in any form or manner as defined by Indiana Codes 35-45-2 and 22-33-8-0.2.(IDOE Code 13) Behaving in a way that is disrespectful towards others is unacceptable and will not be tolerated.
- B. Students are prohibited from continuously and intentionally making noise or acting in any manner so as to interfere seriously with the ability of any teacher or any other school personnel to conduct the education function under their supervision.
- C. Violating or repeatedly violating any rules that are reasonably necessary in carrying out school purposes or an educational function and are validly adopted in accordance with Indiana law.

### **RULE 4. THEFT, DAMAGE, OR DESTRUCTION OF PROPERTY**

- A. Causing or attempting to cause damage to private or school property, stealing or attempting to steal private or school property is prohibited. (Items found by a student should be taken to the office immediately.)
- B. School property: Students shall not write on desks, walls, books, or deface school property. Students shall not litter school property.
- C. Students shall not post advertising or other materials in the school without permission of an administrator.
- D. Trespassing on school property is prohibited.

### **RULE 5. ASSAULT, FIGHTING, THREAT**

- A. Fighting is prohibited. (IDOE Code 11)
- B. Battery as defined by I.C. 35-42-2-1 is prohibited. (IDOE Code 12)
- C. Verbal aggression and profanity: Verbal aggression and profanity are prohibited. (IDOE Code 14)
- D. Forming groups who associate closely, such as a group engaging in anti-social, delinquent and/or criminal behavior: Forming groups who associate closely, such as a group engaging in antisocial, delinquent and/or criminal behavior is forbidden. Use of signals related to membership in groups is prohibited. Writing gang signs or symbols on your person at school is prohibited. This includes gang-related tattoos. (IDOE Code 10)

### **RULE 6. DEFIANCE**

Defiant behavior is prohibited. Defiance is defined as failing to comply with directions of teachers or other school personnel during any period of time when the student is properly under their supervision and/or the behavior constitutes an interference with school purposes or an educational function. (IDOE Code 15)

### **RULE 7. UNAUTHORIZED ITEMS**

Students shall not bring equipment or other objects to school or school activities which can be considered disruptive and/or are being used in the educational process without permission from school personnel. (IDOE Code 15)

### **RULE 8. VIOLATION OF STATE/FEDERAL LAW**

Engaging in any activity forbidden by the **laws of Indiana** or the Federal Government is prohibited. (IDOE Code 10)

### **RULE 9. SCHOOL RULES**

- A. Cell phones **must be turned off** and not used **inside** the main building, from 8:00 a.m. until 3:00 p.m. Cell phones may not be used during passing periods.
  - 1. Cell phones may be used **outside** the school during lunch.
  - 2. Cell phones or other electronic devices may not be used in any manner, such as **texting**, that will cause disruption to the educational environment.

- B. Students shall adhere to safety practices and all other school rules during the school day, school activities, and during transportation to and from school and school sponsored activities.
- C. Students shall not cheat or use misrepresentation including, but not limited to, forging and/or misuse of any document, excuse, official forms or records, assignments, homework i.e., Reason for Absence form, false telephone calls, text messaging, etc.
- D. Creating, writing or distributing newspapers, bulletins, newsletters or websites under the auspices of the Early Career Academy name or logo which are not authorized by the school administration is prohibited.
- E. **Blogs and websites:** Libel (writing derogatory statements that cannot be proven), defamation and invasion of privacy are punishable by law. **No** blog or website should take the school's name as a part of its title, inferring that it is somehow sponsored or sanctioned by the school.
- F. Students wishing to use the elevator shall refrain from any actions that could result in the malfunction of the elevator, such as pushing multiple buttons simultaneously, jumping up and down, etc. Students are reminded to be respectful of others when entering or exiting the elevators.
- G. Matches or lighters are prohibited.
- H. The selling of items for fundraising purposes must be approved by the Executive Director.
- I. Students who bring electronic equipment such as MP3 players, laptops, compact disc (CD, DVD), paging devices, camera phones, are to observe the Early Career Academy's Acceptable Use Policy. Information on paging devices confiscated by the school is subject to being reviewed by the police liaison officer.
- J. Students are asked to help maintain the cleanliness and overall appearance of the building. Do not bring in food or drinks in open containers. No eating or drinking in hallways or elevators.
- K. Students are asked not to block the hallways, elevators, or stairwells with back packs (book bags).
- L. No public display of affection.

#### **RULE 10. HARASSMENT**

It is the policy of the Early Career Academy to maintain a learning and working environment that is free from sexual harassment, or other harassment based on race, color age, religion, national origin, sexual orientation, disability, or any other reason protected by law. Students are prohibited from bullying, threatening, intimidating, or transmitting sexually explicit communication via electronic devices and social media. It shall be a violation of the policy for any employee, student, or agent of Early Career Academy to harass another employee, student, or agent through conduct or communications of a sexual nature or other protected basis. The use of the term "employee" also includes non-employees and volunteers who work subject to control of school authorities.

- A. A student shall not exhibit conduct which has the purpose or effect of unreasonably interfering with another student's academic development or creates an intimidating, hostile, or offensive learning environment.
- B. A student shall not make unwelcome sexual advances, requests for sexual favors, or exhibit other verbal or physical conduct of a sexual nature.
- C. A student shall not engage in subtle forms of harassment such as unwelcome cartoons, caricatures, jokes of a sexual or racial nature, race or sex-oriented verbal kidding or abuse, and unwelcome, deliberate physical contact.
- D. Verbal or physical abuse, racial harassment, sexual harassment of others, any indecent language or gesture or act, threats of violence to the school staff or it body are strictly prohibited.
- E. **SEXUAL HARASSMENT AND THE COMPLAINT PROCEDURE INVOLVING AN EMPLOYEE, STUDENT, OR AGENT OF EARLY CAREER ACADEMY.**  
Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's status in a class, educational program, or activity;
2. Submission or rejection of such conduct by an individual is used as the basis for educational decisions affecting such individual;
3. Such conduct has the purpose or effect of interfering with the individual's educational performance; of creating an intimidating, hostile, or offensive learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender. Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- Physical assault.
- Threats or insinuations that a person's academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of education may be adversely affected by not submitting to sexual advances.
- Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the educational environment, which may embarrass or offend individuals.
- Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- Consensual sexual relationships where such relationship leads to favoritism of a student with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects an individual's education, or such that it creates a hostile or abusive educational environment.

## **RULE 11. ATTENDANCE (I.C. 20-33-2)**

### **A. REPORTED ABSENCES AND PROCEDURES**

Student absences shall be reported to the school by parent/guardian **before 9:30 am** on the day of absence, or where circumstances require, a note may be sent to school on the following day.

1. Reported absences will count in the determination of loss of credits.
2. Non-exempt absences, if excessive, can lead to legal action under the compulsory school attendance law. I.C. 20-33-2
3. A suspension or expulsion from another educational institution will apply to and be upheld by the Early Career Academy.
4. **Vacations during school time are counted as unexcused absences and can lead to the loss of the student's credit(s).** In Indiana, school attendance is mandatory, and schools cannot give permission for absence beyond the law. Parents/guardians are advised to plan family activities when school is not in session.

5. Students who find it necessary to leave school before the end of the school day receive the approval of the proper school authority and sign out in the school office. **Even though a student may have contacted his or her parent directly, the student MUST notify an office secretary and sign out in the main office.** Failure to follow the proper procedures will result in the absence being counted as unexcused or truant.
6. Students shall attend all of the scheduled classes and activities to which they are assigned during the school day unless properly excused by school authority.
7. When absent from school, the student is responsible for requesting make-up work, including tests, by following the procedures set forth by the school. **Make-up work will not be allowed for unexcused absences** and for students who are truant.
8. If a student has been suspended, on the day of his or her return to school the student may contact the teacher and request makeup work for the time absent. The student will have three school days to complete the work and turn it in to the teacher. A student who does not request the work on the day of return or turn the work in by the end of the third day after return, will forfeit his/her rights to make up the work.
9. **In order to participate in extra-curricular activities, the student must be in attendance in ALL classes on the day of the activity, unless excused by the Executive Director.** Students who are suspended from school may not practice or participate in extra-curricular activities.
10. In accordance with the Indiana Charter School Law, students attending Early Career Academy must be legal residents in the state of Indiana.

#### **B. Tardiness (Late) to School/Class**

1. A student will be considered tardy when he/she is not in his/her assigned class at the designated time of the class.
2. **Three tardies to a class will equal one unexcused absence to that class and will be counted as one of the five unexcused absences.**
3. Students who report to school late in the morning shall clear their tardies/absences by the appropriate procedure set forth by the school. The student is responsible for clearing any tardies or absences in dispute.

#### **C. EXEMPT/EXCUSED ABSENCES**

The following absences are exempt (excused) and **will not** count in the determination of loss of credits or the pursuit of legal action due to violations of the compulsory school attendance law. (I.C. 20-33-2)

1. Death in immediate family (this would include the death of a parent, grandparent or sibling)
2. Verified medical or dental appointment (written medical verification of illness and proof of medical visit must be provided.)
3. Chronic illness (school form must be filled out by Doctor **each year**)
4. Religious holiday/activities (must be verified by a note from the parent and/or religious leader and should be received by the administrator one week in advance of the event)
5. Legal appointment (written legal verification must be provided)
6. Other activities as approved by the Executive Director
7. **Students will be excused and not counted absent when attending**
  - a. School-approved field trip
  - b. Service as a page or an honoree of the Indiana General Assembly. (I.C. 20-33-2-14)
  - c. A high school student who serves on the precinct election board or as a helper to a political candidate or to a political party on the date of each general, city or town special, and primary election at which the student works. Prior to the date of the election, the student must submit a document signed by one of the student's parents or guardians giving permission to participate in the election provided in this section, and the student must verify to school authorities the performance of services by submitting document signed by the candidate,

political party chairman, campaign manager, or precinct officer. The document must describe generally the duties of the student on the date of the election. (I.C. 20-33-2-15)

- d. A student who is issued a subpoena to appear in court as witness in a judicial proceeding is excused from school. (I.C. 20-33-2-16)
  - e. A student who is ordered to active duty with the Indiana Guard for not more than ten days in a school year is excused. (I.C. 20-33-2-17)
  - f. Students who participate in educationally related contests during the school, day, i.e. Optimist Oratorical, etc., are excused.
8. Parents/guardians of students who anticipate an absence from school shall contact the office by telephone or furnish a note prior to the absence.
  9. Students are responsible for clearing any absences or tardies in dispute.

#### **D. PRE-COURT CONFERENCE**

Students who accumulate more than **5 non-exempt absences** (without medical documentation) or who accumulate **3 or more truanancies** may be referred for pre-court conference.

Students who have been pre-courted due to a violation of the compulsory school attendance law are required to produce medical or legal documentation of any missed days for one calendar year. Students who do not provide proper documentation and continue to miss school after their pre-court conference will be counted as truant, and the student and or their parent will be referred to the prosecutor's office.

#### **D. DENIAL OF CREDIT**

**EACH SEMESTER A STUDENT WILL BE DENIED CREDIT AFTER THE FIFTH ABSENCE FROM A CLASS.** Extensions will be provided to students who have written medical or dental excuses on file in the attendance office. **Notes from doctors, dentists, or other health care providers must be received by the attendance office within three school days of the date the student returns to school.** Notes not received within three school days will not be accepted. When a student is denied credit in all three classes, he/she will be recommended for expulsion from school or referred to the prosecutor's office; or, if of legal age, will have the option to withdraw. **(All appeals should be directed to the Director of the school.)**

#### **G. TRUANCY**

1. A HABITUAL TRUANT is defined as a student who is "chronically absent, having unexcused absences from school for more than ten (10) days of school in one (1) year. (I.C. 20-33-2-11)
2. A student is truant when no just reason is presented to Early Career Academy for the absences within three days.
3. Make-up work is not permissible for students who have been marked truant.

#### **RULE. 12 BOOK DAMAGE**

Students are responsible for books and equipment issued and loaned to them by Early Career Academy. Those that are lost must be paid for by the student. Fines are also charged for minor damages to rental or borrowed books. Students shall not damage or deface textbooks, computers, or media material in any manner.

#### **RULE 13. DRESS CODE**

1. Appropriate dress and personal grooming are required of each student as a vital part of maintaining the educational environment. Modes of grooming or styles of attire which

detract from a good teaching/learning situation are not acceptable. **Extremes shall be avoided in all areas of dress and grooming** including body piercing. The building administrator and staff shall determine what is inappropriate. Students in violation of the dress code will be asked to correct the violation prior to returning to the classroom and could face further disciplinary action. (IDOE Code 15)

2. Students in their dress and grooming must recognize the necessity for health, safety, cleanliness, and modesty at all times.
3. The wearing of any apparel that has on it any writing, printing, symbols or pictures that is judged by the building administrator to be vulgar, suggestive and/or implies sex, drugs, alcohol, violence, or other subjects disruptive to the normal operation of the school is prohibited.
4. Wearing pajamas and/or house slippers is prohibited.
5. Wearing low-rise, baggy or sagging pants that reveal any skin or undergarments is prohibited.
6. See-through or sheer garments are prohibited.
7. Length of shorts or skirts should be at least finger-tip length when arms are resting at the side of the body.
8. The wearing of low-cut tops or blouses should be avoided.

#### **RULE 14. BUS TRANSPORT**

The school bus is an extension of the classroom or school property. All school rules apply to those students who ride the bus. Students shall follow rules of safety required for bus riders.

#### **RULE 15. COMPUTERS**

All students will be provided a copy of the Early Career Academy's Acceptable Use Policy. To have access to ECA's computers, students and parents must sign and return the "Network User's Agreement" to the main office.

1. Students shall not access, upload, download, or distribute pornographic, obscene or sexually explicit materials. Nor shall students transmit pornographic, obscene, abusive, or sexually explicit materials, or "stalk" or harass others.
2. Students are prohibited from bullying, threatening, intimidating, or transmitting sexually explicit communication via electronic devices.
3. Students shall not use the network to violate local, state or federal statutes.
4. Students shall not access the files, information, or software of others without prior authorization.
5. Students shall not vandalize, damage, or disable or "hack" the files of others. Creation of a "virus" is considered vandalism.
6. Students shall not upload, download, or otherwise use copyrighted material or other intellectual property of others without prior authorization. Copyright violations can result in fines or imprisonment.
7. Students shall not purchase any goods or services through any on-line service.
8. Computers and the computer mobile lab are to be used for educational purposes. Students are prohibited from using the school computers to check personal e-mails or access Facebook, MySpace.Com or other sites of this nature.

#### **RULE 16. SEARCH**

- A. As used in this section, "reasonable cause for a search" means circumstances which would cause a reasonable person to believe that the search of a particular person, place, or thing will lead to the discovery of:
  1. evidence of a violation of school rules and guidelines
  2. anything which might present an immediate danger of physical harm or illness to any person.

- B. The administration or a teacher may search any storage area on school premises at any time.
- C. Student searches can be conducted by the Executive Director or his/her designee.
  - 1. Searches of the student shall be limited to:
    - a. Searches of the pockets of the student, and/or;
    - b. any object in the possession of the student such as a purse or backpack, and/or;
    - c. a “pat down” of the exterior of the students clothing.
  - 2. Searches of the person of a student which require removal of clothing other than shoes, socks, coat or jacket shall be referred to a law enforcement officer.

### **EXPULSION PROCEDURES**

In the event that the Executive Director intends to expel a student the following steps will be followed:

- 1) Executive Director investigates and prepares written charges, if appropriate. Director sends a letter/form, “Notice of Student Suspension & Initiation of a Due Process Hearing,” to parent/guardian.
- 2) Expulsion Examiner is appointed by Executive Director. The Expulsion Examiner sends the following information to the parent/guardian of the student(s):
  - i) Continued Suspension & Notification of Expulsion letter
  - ii) Notification of Expulsion Examiner letter
  - iii) Due Process Charges & Procedures
  - iv) Outline for a Due Process Expulsion Meeting
- 3) The parent/guardian may request a due process expulsion meeting. The request must be made in writing by the student or his/her parent/guardian and sent to the Expulsion Examiner within ten (10) calendar days following receipt of the statement from the Expulsion Examiner.
- 4) If an expulsion meeting is not requested within ten (10) calendar days following receipt of the Expulsion Examiner’s statement, all rights administratively and judicially to contest and appeal the punishment requested in the charge(s) by the Executive Director or designee are waived.
- 5) If an expulsion meeting is requested, the Expulsion Examiner shall give a notice to the student and his/her parent/guardian of the time and place for the expulsion meeting.
- 6) Parents or a Representative designated by the custodial parent(s) signs Consent to Release Due Process and/or Educational Records form (form can be obtained from The Early College Academy).
- 7) After the school receives the Consent to Release Due Process and/or Educational Records form, the school will release all records to the parents or a representative appointed by the parent.
- 8) An expulsion meeting shall be held by the Expulsion Examiner in accordance with the notice, and the entire meeting shall be recorded.
- 9) The Expulsion Examiner shall hear the case and make a determination.
- 10) Notice of the Expulsion Examiner’s determination shall be sent to the student and his/her parent/guardian.
- 11) The student, parent/guardian will have up to ten (10) calendar days for the first level of appeal (The Early College Academy Board of Directors).
- 12) The student, parent/guardian have up to an additional ten (10) calendar days for the second level of appeal to Superior Court.
- 13) The Early Career Academy School Rules and Guidelines, Anti-Bullying Policy, and Acceptable Use Policy will be posted on the school’s website. As stated above, each student/parent will receive a copy of the discipline policies on the first day of school, and all rules/procedures will be implemented in accordance with state and federal laws.

# Evidence of Support from Community Partners

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Attachment 16

The Early Career Academy

March 15, 2013

A survey was sent to employers of graduates of The School of Information Technology at the ITT Tech Indianapolis campus located at 96<sup>th</sup> and Michigan Road to determine their level of support for a charter high school located in the ITT Tech campus.

Below are the survey questions and the results.

Community Outreach - Charter High School							
1. A charter high school that provides a high school diploma and an associate's degree will be beneficial to the employers in the community.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	22%	33%	22%	11%	11%	2.56	9
2. Companies tend to hire candidates with a post-secondary degree over those with a high school diploma.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	67%	22%	11%	0	0	1.44	9
3. An associate's degree in information technology will give students an opportunity for job placement in the marketplace.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	22%	67%	0	11%	0	2.00	9
4. With the rising cost of a college education, being able to provide students with an associate's degree, while in high school at little or no cost, will provide an affordable option for these students.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	56%	33%	0	0	11%	1.78	9
5. I support ITT Technical Institute's initiative to host a charter high school, The Early Career Academy, at the Indianapolis North campus.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	33%	33%	22%	0	11%	2.22	9
6. I would be interested in speaking to the students of the Early Career Academy about career opportunities in my company or field of expertise.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	11%	44%	33%	11%	0	2.44	9
7. I am willing to host a field trip at my place of business.							
Answer Options	Strongly Agree	Agree	Undecided	Disagree	Strongly Disagree	Rating Average	Response Count
	11%	11%	56%	22%	0	2.89	9

# Start-Up Plan

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## Attachment 17

The Early Career Academy

**March 15, 2013**

## ATTACHMENT 17: START UP PLAN

Preparations for the opening of the Early Career Academy begin as soon as the charter is approved. The plans put in place during May, June, July, and August are critical to the success of the school year. The school year begins for teachers on August 9, 2013 and for students on August 16, 2013. The Early Career Academy will be located at 9511 Angola Court Indianapolis, IN 46268.

The following table depicts the task, date/month, and those responsible for implementing the tasks:

MONTH/DATE AND TASK	RESPONSIBLE INDIVIDUALS
<b>MAY</b>	
Complete required expanded background checks for all charter school holder Board members	David Catalano
Engage Board Counsel	Board of Directors
Execute charter agreement with the Indiana Charter School Board (ICSB)	Board of Directors
Finalize EMO agreement with ICSB and then EMO	David Catalano, BOD
Ensure all charter holder Board members have read and understood Indiana's Public Access Laws, including the Open Door Law	David Catalano
Sign up the school on The Learning Connection	David Catalano, Executive Director if hired
Sign up for the Superintendents/Principals Messaging System (SAMS/PAMS) email distribution list through the IDOE Communications Office	Executive Director
Executive Director hired by end of May	David Catalano, BOD
Call the STN Support Center to receive a School Identification Number	Executive Director
Call the Department of Data Collection and Reporting to be set up in the Student Test Number (STN) Application Center for data reporting	Executive Director
Call the Office of School Finance to request information about Per-Pupil funding (Basic Grant), the state's student enrollment Count Date schedule	David Catalano, Executive Director
Call the Indiana State Department of Health (ISDH) to discuss required state procedures for school facilities.	David Catalano
Call the Office of School Nutrition to learn about required IDOE procedures for selecting food service providers	David Catalano
Review and understand State Board of Accounts (SBOA) requirements described in the SBOA Public School Corporations Manual for charter schools	Executive Director, EMO
Contact the IDOE School Safety Department to discuss preparing an Emergency Preparedness plan for your school	Executive Director
Contact the IDOE School Health Services Department to discuss requirements for setting up a Health Services Plan for your school	Executive Director
School facility inspection	David Catalano
Meeting of the Board of Directors and attorney to finalize the charter agreement with the Indiana Charter School Board	David Catalano, BOD

Contact the IDOE School Transportation Department to discuss transportation requirements and student traffic plans	Executive Director
Review Article 7, FERPA, FAPE, and IDEA. Contact the IDOE Special Education Department	Executive Director
Contact the IDOE English Language Learner Department	Executive Director
Register the school with the STN support center and get a school ID number	Executive Director
Begin hiring and selection of Guidance Counselor and teachers	Executive Director
Begin hiring and selection of additional administrative staff	Executive Director
Appoint an enrollment committee to assist with recruiting and placement of students	Executive Director, Guidance Counselor
Make a list of the state and federal reporting requirements by the school	Executive Director
Engage bookkeeping vendor	David Catalano
Prepare copies of the School Rules & Guidelines, Anti-Bullying Policy, and Acceptable Use Policy for board approval	Executive Director
Conduct advertising campaign to recruit students	David Catalano, Executive Director
Schedule a Board of Directors meeting prior to the opening of school	Executive Director
<b>JUNE</b>	
Hold an Open House and Tour of the school for prospective students/parents and provide registration packets to students and parents – weekly schedule of tours	Executive Director, Guidance Counselor, and teachers
Begin to enroll and schedule students in classes	Executive Director, Guidance Counselor, David Catalano
Assess curricular needs (textbooks or supplemental materials) and order any needed materials	Executive Director, David Catalano
Assess technology needs and order any needed equipment	Executive Director
Continue to interview and fill any staff openings remaining by the end of June	Executive Director
Conduct background checks on all staff members	Executive Director
<b>JULY</b>	
Continue to enroll and schedule students	Guidance Counselor, Enrollment Committee
Provide for professional development for teachers	Executive Director
Conduct an orientation session with staff to educate them on charter schools, the Indiana Charter Law, the Indiana Charter School Board, and the development of the Early Career Academy	Executive Director
Board of Directors meeting	Executive Director
Continue advertising campaign to attract students	Executive Director
Teacher curriculum meetings	Executive Director
Make sure teachers have course materials needed for the opening of school	Executive Director
<b>AUGUST</b>	
Prepare for all-school assembly	Executive Director

# Insurance Coverage

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## Attachment 18

The Early Career Academy

**March 15, 2013**

  
**GREGORY & APPEL**  
INSURANCE

March 7, 2013

Mr. David E. Catalano  
SVP, Business Development  
ITT Educational Services, Inc.  
1300 N. Meridian Street  
Carmel, IN 46032

Re: Property & Casualty Insurance for proposed  
The Early Career Academy

Dear Mr. Catalano,

Per our communication, this letter is to confirm that valid insurance quotations are not possible on a school that does not exist yet. However Gregory & Appel, with an established Education Risk Practice, currently serves Charter Schools and we are confident that if the Early Career Academy is awarded Charter, property and casualty insurance will be secured in a timely manner and within budget.

The following are the lines of insurance coverage that you will need to consider and that with proper underwriting information we will be able to provide:

General Liability  
Property  
Workers compensation  
Educators Legal Liability  
Auto  
Umbrella/Excess coverage to Tort limits

It has been our experience that a premium estimate for the required lines of coverage would be in the \$20,000-25,000 range. Understanding that each school will have slightly different exposures and nuisances, it is our opinion considering the preliminary information you have provided, that the above figure is a pretty accurate estimate for budget purposes. Naturally firm pricing can only be determined with complete underwriting information and submitted to writing insurance companies.

As you progress through this approval process, please keep Gregory & Appel in mind should you need additional risk management guidance or for us to secure coverage.

**SECURING TOMORROW SINCE 1884**

  
**GREGORY & APPEL**  
INSURANCE

Sincerely,



Andy Brown  
Assistant Vice President  
Gregory & Appel  
Educators Risk Services

SECURING TOMORROW SINCE 1884

1402 N. Capitol, Suite 400  
6629

Indianapolis, IN 46202  
info@gregoryappel.com

317-634-7491 800-968-7491  
www.gregoryappel.com

Fax: 317-634-

# Budget and Staffing Workbook

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## **Attachment 19**

The Early Career Academy

**March 15,2013**

School Name: Early Career Academy

## SCHOOL ENROLLMENT PROJECTIONS

Planned Number of Students																	
ACADEMIC YEAR	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	% ELL	% SPED	% FRL
Year 1: 2014-2015												60	20	80	0%	5%	62%
Year 2: 2015-2016												86	63	149	0%	5%	62%
Year 3: 2016-2017												103	88	191	0%	5%	62%
Year 4: 2017-2018												124	106	230	0%	5%	62%
Year 5: 2018-2019												124	125	249	0%	5%	62%

Planned Number of Classes														
ACADEMIC YEAR	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
Year 1: 2014-2015												2	1	3
Year 2: 2015-2016												3	3	6
Year 3: 2016-2017												4	3	7
Year 4: 2017-2018												5	4	9
Year 5: 2018-2019												5	5	10

School Name: Early Career Academy						
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
<b>REVENUE</b>						
<b>State Revenue</b>						
Basic Grant		\$ 457,680	\$ 852,429	\$ 1,092,711	\$ 1,315,830	\$ 1,424,529
Common School Loan		\$ -	\$ -	\$ -	\$ -	\$ -
Charter School Start-Up Grant		\$ -	\$ -	\$ -	\$ -	\$ -
State Matching Funds for School Lunch Program		\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development		\$ -	\$ -	\$ -	\$ -	\$ -
Technology Grants		\$ -	\$ -	\$ -	\$ -	\$ -
Remediation Program		\$ -	\$ -	\$ -	\$ -	\$ -
Full-Day Kindergarten		\$ -	\$ -	\$ -	\$ -	\$ -
Gifted and Talented Program		\$ -	\$ -	\$ -	\$ -	\$ -
Textbook Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -
Summer School		\$ -	\$ -	\$ -	\$ -	\$ -
Other State Revenue (please describe)		\$ -	\$ -	\$ -	\$ -	\$ -
Other State Revenue (please describe)		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Federal Revenue</b>						
Public Charter School Program (PCSP) Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Assistance Program Grant		\$ -	\$ -	\$ -	\$ -	\$ -
Public Law 101-476 (IDEA)		\$ -	\$ -	\$ -	\$ -	\$ -
Title I		\$ 9,154	\$ 17,049	\$ 21,854	\$ 26,317	\$ 28,491
Title II		\$ -	\$ -	\$ -	\$ -	\$ -
Federal Lunch Program		\$ 26,632	\$ 49,601	\$ 63,583	\$ 76,566	\$ 82,891
Federal Breakfast Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Federal sources (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Federal sources (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Federal sources (please describe)		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Revenues</b>						
Committed Philanthropic Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Before and After Care Fees		\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income		\$ -	\$ -	\$ -	\$ -	\$ -
EMO In-Kind Grant	\$ -	\$ 498,055	\$ 559,030	\$ 529,782	\$ 598,000	\$ 647,400
Initial EMO Grant or Loan	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ 150,000	\$ 991,520	\$ 1,478,109	\$ 1,707,930	\$ 2,016,713	\$ 2,183,311
<b>EXPENDITURES</b>						
<b>Personnel Expenses</b>						
Wages, Benefits and Payroll Taxes	\$ 30,208	\$ 493,125	\$ 613,275	\$ 648,299	\$ 756,111	\$ 781,381
Substitute Teachers		\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development	\$ -	\$ 750	\$ 1,050	\$ 1,200	\$ 1,500	\$ 1,500
Bonuses		\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ 19,200	\$ 16,000	\$ 28,800
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Expenses</b>	\$ 30,208	\$ 493,875	\$ 614,325	\$ 668,699	\$ 773,611	\$ 811,681
<b>Instructional Supplies and Resources</b>						
Textbooks	\$ -	\$ 64,320	\$ 119,796	\$ 153,564	\$ 184,920	\$ 200,196
Library, periodicals, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology	\$ -	\$ 16,000	\$ 29,800	\$ 38,200	\$ 46,000	\$ 49,800
Assessment materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other classroom supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field trips, other unclassified items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Co-curricular & Athletics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ 144,000	\$ 268,200	\$ 343,800	\$ 414,000	\$ 448,200
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Instructional Supplies and Resources</b>	\$ -	\$ 224,320	\$ 417,796	\$ 535,564	\$ 644,920	\$ 698,196
<b>Support Supplies and Resources</b>						
Administrative Computers	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Administrative Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration Dues, fees, misc expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Support Supplies and Resources</b>	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Board Expenses</b>						

School Name: Early Career Academy						
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Charter Board Services, including Board Training, retreats	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charter Board Supplies & Equipment	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Charter Board Dues, fees, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Board Expenses</b>	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
<b>Professional Purchased or Contracted Services</b>						
Legal Services	\$ 29,200	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Audit Services (compliant with SBOA requirements)	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Payroll Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ 18,000	\$ 20,000	\$ 20,000	\$ 25,000	\$ 25,000
Printing/Newsletter/Annual Report Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultants	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Telecommunication Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Insurance Costs (per ICSB requirements detailed in charter school application)	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Services	\$ -	\$ 6,000	\$ 12,000	\$ 15,000	\$ 18,000	\$ 19,500
Student Information Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food service	\$ -	\$ 26,632	\$ 49,601	\$ 63,583	\$ 76,566	\$ 82,891
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nursing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Other (please describe)	\$ -	\$ 2,160	\$ 4,023	\$ 5,157	\$ 6,210	\$ 6,723
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Professional Purchased or Contracted Services</b>	\$ 84,200	\$ 97,792	\$ 130,624	\$ 148,740	\$ 170,776	\$ 179,114
<b>Facilities</b>						
Rent, mortgage, or other facility cost	\$ -	\$ 72,000	\$ 134,100	\$ 171,900	\$ 207,000	\$ 224,100
Furniture & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas/electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water/Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grounds Keeping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Custodial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Waste disposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service for Facilities (Interest Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Facilities</b>	\$ -	\$ 72,000	\$ 134,100	\$ 171,900	\$ 207,000	\$ 224,100
<b>Other</b>						
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indiana Charter School Board Administrative Fee	\$ -	\$ 13,730	\$ 25,573	\$ 32,781	\$ 39,475	\$ 42,736
CMO/EMO Fee	\$ -	\$ 54,922	\$ 102,291	\$ 131,125	\$ 157,900	\$ 170,943
Common School Fund Loan Interest Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ 25,000	\$ 15,000	\$ 5,000	\$ 5,000	\$ 5,000
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other</b>	\$ -	\$ 93,652	\$ 142,864	\$ 168,907	\$ 202,375	\$ 218,679
<b>Total Expenditures</b>	\$ 114,408	\$ 989,139	\$ 1,447,210	\$ 1,701,310	\$ 2,006,181	\$ 2,139,270
<b>Carryover/Deficit</b>	\$ 35,592	\$ 2,381	\$ 30,899	\$ 6,620	\$ 10,531	\$ 44,041
<b>Cumulative Carryover/(Deficit)</b>	\$ 35,592	\$ 37,973	\$ 68,872	\$ 75,492	\$ 86,024	\$ 130,064



	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	TOTAL 2012	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	TOTAL FIRST HALF 2013
Charter Board Supplies & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Charter Board Dues, fees, etc	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Board Expenses</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Professional Purchased or Contracted Services</b>															
Legal Services	-	-	-	-	-	-	-	-	-	18,550.00	3,550.00	3,550.00	3,550.00	-	29,200.00
Audit Services (compliant with SBOA requirements)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounting Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Printing/Newsletter/Annual Report Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Consultants	-	-	-	-	-	-	-	-	-	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	55,000.00
Internet Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone/Telecommunication Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Insurance Costs (per ICSB requirements detailed in charter school application)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Education Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Information Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Food service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nursing Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Professional Purchased or Contracted Services</b>	-	-	-	-	-	-	-	-	-	29,550.00	14,550.00	14,550.00	14,550.00	11,000.00	84,200.00
<b>Facilities</b>															
Rent, mortgage, or other facility cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Furniture & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gas/electric	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water/ Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grounds Keeping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Custodial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Waste disposal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service for Facilities (Interest Only)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Facilities</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Other</b>															
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indiana Charter School Board Administrative Fee (0% in Year 0)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CMO/EMO Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (please describe)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,550	\$ 14,550	\$ 22,883	\$ 25,488	\$ 21,938	\$ 114,408





**Expected New School Annual Operating Budget -- YEAR 1 -- Fiscal Year July 1-June 30**

REVENUE	Amount	Notes
<b>State Revenue</b>		
Basic Grant	\$ 457,680	Assumes funding at \$5,721 per ADM -- the level of MSD Pike Township Schools (school site is within that district)
Common School Loan		<b>One-half of first year's ADM funding. NOTE: Only virtual charter schools are eligible for Common Loan funds during Year 1.</b>
Charter School Start-Up Grant (NOTE: this is Indiana's state-funded start-up grant and is different than the federal PCSP grant. Please contact the IDOE Office of School Finance for more information.)		<b>One-half of first year's ADM funding. NOTE: Virtual charter schools are <u>ineligible</u> for this state-funded start-up grant.</b>
State Matching Funds for School Lunch Program		
Professional Development		
Technology Grants		
Remediation Program		
Full-Day Kindergarten		
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
<b>Federal Revenue</b>		
Public Charter School Program (PCSP) Grant	\$ -	<b>NOTE: This is a competitive grant for planning &amp; implementation. Funding is not guaranteed.</b>
Charter School Facilities Assistance Program Grant		
Public Law 101-476 (IDEA)		
Title I	\$ 9,154	Estimated at 2% of basic grant
Title II		
Federal Lunch Program	\$ 26,632	Based on assumed FRL percentages
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
<b>Other Revenues</b>		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant	\$ 498,055	Service Credits
Other (please describe)		
Other (please describe)		
Other (please describe)		
<b>Total Revenue</b>	\$ 991,520	
<b>EXPENDITURES</b>		
<b>Personnel Expenses</b>		
Wages, Benefits and Payroll Taxes	\$ 493,125	Staffing workbook details positions.
Substitute Teachers		
Professional Development	\$ 750	\$150 per FT Instructor or TA
Bonuses		
Part-time instructional costs (as needed)	\$ -	Charge for faculty to teach specialized courses
Other (please describe)		
<b>Total Personnel Expenses</b>	\$ 493,875	

<b>Instructional Supplies and Resources</b>		
Textbooks	\$ 64,320	Average \$50 per student per course
Library, periodicals, etc		
Technology	\$ 16,000	Technology fee
Assessment materials		Included in curriculum support fees
Computers		
Software		
Other classroom supplies		
Field trips, other unclassified items		
Co-curricular & Athletics		
Curriculum Support Fees	\$ 144,000	Per course charge for curriculum maintenance
Other (please describe)		
<b>Total Instructional Supplies and Resources</b>	\$ 224,320	
<b>Support Supplies and Resources</b>		
Administrative Computers	\$ 5,000	
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies		
Other (please describe)		
<b>Total Support Supplies and Resources</b>	\$ 5,000	
<b>Board Expenses</b>		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment	\$ 2,500	
Charter Board Dues, fees, etc		
Other (please describe)		
<b>Total Board Expenses</b>	\$ 2,500	
<b>Professional Purchased or Contracted Services</b>		
Legal Services	\$ 5,000	
Audit Services (compliant with SBOA requirements)	\$ 15,000	
Payroll Services		
Accounting Services	\$ 18,000	
Printing/Newsletter/Annual Report Services		
Consultants		
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed in charter school application)	\$ 20,000	
Travel		
Postage		
Special Education Services	\$ 6,000	Assume \$1,500 cost per SPED student
Student Information Services		Included in EMO management fee
Food service	\$ 26,632	
Transportation		
Nursing Services		
Other Student services	\$ 5,000	Miscellaneous student services
As-needed Student Transportation	\$ 2,160	Bus Passes as needed

Other (please describe)		
Other (please describe)		
<b>Total Professional Purchased or Contracted Services</b>	\$ 97,792	
<b>Facilities</b>		
Rent, mortgage, or other facility cost	\$ 72,000	Rent charge negotiated with ESI. Turnkey school space charged on a per-pupil basis and includes use of facilities, utilities, and instructional equipment.
Furniture & Equipment		
Gas/electric		
Water/ Sewer		
Grounds Keeping		
Maintenance Services		
Custodial		
Waste disposal		
Debt Service for Facilities (Interest Only)		
Other (please describe)		
<b>Total Facilities</b>	\$ 72,000	
<b>Other</b>		
Contingency		
Indiana Charter School Board Administrative Fee	\$ 13,730	Assume 3% of Basic Grant (Row 6)
CMO/EMO Fee	\$ 54,922	School Administration / Support Services -12% of basic grant
Common School Fund Loan Interest Costs		
Marketing / Community Outreach	\$ 25,000	
Other (please describe)		
Other (please describe)		
<b>Total Other</b>	\$ 93,652	
<b>Total Expenditures</b>	\$ 989,139	
<b>Carryover/Deficit</b>	\$ 2,381	

Cumulative Carryover/(Deficit)



**Expected New School Annual Operating Budget -- YEAR 2 -- Fiscal Year July 1-June 30**

REVENUE	Amount	Notes
<b>State Revenue</b>		
Basic Grant	\$ 852,429	Assumes funding at \$5,721 per ADM -- the level of MSD Pike Township Schools (school site is within that district)
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Technology Grants		
Remediation Program		
Full-Day Kindergarten		Each full-day Kindergarten student counts as one-half of a student (0.5) for purposes of ADM funding. In addition, schools are eligible for an annual grant of \$2,400 per full-day Kindergarten student.
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
<b>Federal Revenue</b>		
Public Charter School Program (PCSP) Grant	\$ -	NOTE: This is a competitive grant for planning & implementation. Funding is not guaranteed.
Charter School Facilities Assistance Program Grant		
Public Law 101-476 (IDEA)		
Title I	\$ 17,049	Estimated at 2% of basic grant
Title II		
Federal Lunch Program	\$ 49,601	Based on assumed FRL percentages
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
<b>Other Revenues</b>		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant	\$ 559,030	Service Credits
Other (please describe)		
Other (please describe)		
Other (please describe)		
<b>Total Revenue</b>	\$ 1,478,109	
<b>EXPENDITURES</b>		
<b>Personnel Expenses</b>		
Wages, Benefits and Payroll Taxes	\$ 613,275	Staffing workbook details positions.
Substitute Teachers		
Professional Development	\$ 1,050	\$150 per FT Instructor or TA
Bonuses		
Part-time instructional costs (as needed)	\$ -	Charge for faculty to teach specialized courses
Other (please describe)		
<b>Total Personnel Expenses</b>	\$ 614,325	
<b>Instructional Supplies and Resources</b>		
Textbooks	\$ 119,796	Average \$50 per student per course

Library, periodicals, etc		
Technology	\$ 29,800	Technology fee
Assessment materials		Included in curriculum support fees
Computers		
Software		
Other classroom supplies		
Field trips, other unclassified items		
Co-curricular & Athletics		
Curriculum Support Fees	\$ 268,200	Per course charge for curriculum maintenance
Other (please describe)		
<b>Total Instructional Supplies and Resources</b>	\$ 417,796	
<b>Support Supplies and Resources</b>		
Administrative Computers	\$ 5,000	
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies		
Other (please describe)		
<b>Total Support Supplies and Resources</b>	\$ 5,000	
<b>Board Expenses</b>		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment	\$ 2,500	
Charter Board Dues, fees, etc		
Other (please describe)		
<b>Total Board Expenses</b>	\$ 2,500	
<b>Professional Purchased or Contracted Services</b>		
Legal Services	\$ 5,000	
Audit Services (compliant with SBOA requirements)	\$ 15,000	
Payroll Services		
Accounting Services	\$ 20,000	
Printing/Newsletter/Annual Report Services		
Consultants		
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed in charter school application)	\$ 20,000	
Travel		
Postage		
Special Education Services	\$ 12,000	Assume \$1,500 cost per SPED student
Student Information Services		Included in EMO management fee
Food service	\$ 49,601	
Transportation		
Nursing Services		
Other Student services	\$ 5,000	Miscellaneous student services
As-needed Student Transportation	\$ 4,023	Bus Passes as needed
Other (please describe)		
Other (please describe)		

<b>Total Professional Purchased or Contracted Services</b>	\$	130,624	
<b>Facilities</b>			
Rent, mortgage, or other facility cost	\$	134,100	Rent charge negotiated with ESI. Turnkey school space charged on a per-pupil basis and includes use of facilities, utilities, and instructional equipment.
Furniture & Equipment			
Gas/electric			
Water/ Sewer			
Grounds Keeping			
Maintenance Services			
Custodial			
Waste disposal			
Debt Service for Facilities (Interest Only)			
Other (please describe)			
<b>Total Facilities</b>	\$	134,100	
<b>Other</b>			
Contingency			
Indiana Charter School Board Administrative Fee	\$	25,573	Assume 3% of Basic Grant (Row 6)
CMO/EMO Fee	\$	102,291	School Administration / Support Services -12% of basic grant
Common School Fund Loan Interest Costs			
Marketing / Community Outreach	\$	15,000	
Other (please describe)			
Other (please describe)			
<b>Total Other</b>	\$	142,864	
<b>Total Expenditures</b>	\$	1,447,210	
<b>Carryover/Deficit</b>	\$	30,899	

Cumulative Carryover/(Deficit)



**Expected New School Annual Operating Budget -- YEAR 3 -- Fiscal Year July 1-June 30**

REVENUE	Amount	Notes
<b>State Revenue</b>		
Basic Grant	\$ 1,092,711	Assumes funding at \$5,721 per ADM -- the level of MSD Pike Township Schools (school site is within that district)
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Technology Grants		
Remediation Program		
Full-Day Kindergarten		Each full-day Kindergarten student counts as one-half of a student (0.5) for purposes of ADM funding. In addition, schools are eligible for an annual grant of \$2,400 per full-day Kindergarten student.
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
<b>Federal Revenue</b>		
Public Law 101-476 (IDEA)		
Title I	\$ 21,854	Estimated at 2% of basic grant
Title II		
Federal Lunch Program	\$ 63,583	Based on assumed FRL percentages
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
<b>Other Revenues</b>		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant	\$ 529,782	Service Credits
Other (please describe)		
Other (please describe)		
Other (please describe)		
<b>Total Revenue</b>	\$ 1,707,930	
<b>EXPENDITURES</b>		
<b>Personnel Expenses</b>		
Wages, Benefits and Payroll Taxes	\$ 648,299	Staffing workbook details positions.
Substitute Teachers		
Professional Development	\$ 1,200	\$150 per FT Instructor or TA
Bonuses		
Part-time instructional costs (as needed)	\$ 19,200	Charge for faculty to teach specialized courses
Other (please describe)		
<b>Total Personnel Expenses</b>	\$ 668,699	
<b>Instructional Supplies and Resources</b>		
Textbooks	\$ 153,564	Average \$50 per student per course
Library, periodicals, etc		
Technology	\$ 38,200	Technology fee
Assessment materials		Included in curriculum support fees
Computers		

Software		
Other classroom supplies		
Field trips, other unclassified items		
Co-curricular & Athletics		
Curriculum Support Fees	\$ 343,800	Per course charge for curriculum maintenance
Other (please describe)		
<b>Total Instructional Supplies and Resources</b>	<b>\$ 535,564</b>	
<b>Support Supplies and Resources</b>		
Administrative Computers	\$ 5,000	
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies		
Other (please describe)		
<b>Total Support Supplies and Resources</b>	<b>\$ 5,000</b>	
<b>Board Expenses</b>		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment	\$ 2,500	
Charter Board Dues, fees, etc		
Other (please describe)		
<b>Total Board Expenses</b>	<b>\$ 2,500</b>	
<b>Professional Purchased or Contracted Services</b>		
Legal Services	\$ 5,000	
Audit Services (compliant with SBOA requirements)	\$ 15,000	
Payroll Services		
Accounting Services	\$ 20,000	
Printing/Newsletter/Annual Report Services		
Consultants		
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed in charter school application)	\$ 20,000	
Travel		
Postage		
Special Education Services	\$ 15,000	Assume \$1,500 cost per SPED student
Student Information Services		Included in EMO management fee
Food service	\$ 63,583	
Transportation		
Nursing Services		
Other Student services	\$ 5,000	Miscellaneous student services
As-needed Student Transportation	\$ 5,157	Bus Passes as needed
Other (please describe)		
Other (please describe)		
<b>Total Professional Purchased or Contracted Services</b>	<b>\$ 148,740</b>	
<b>Facilities</b>		

Rent, mortgage, or other facility cost	\$ 171,900	Rent charge negotiated with ESI. Turnkey school space charged on a per-pupil basis and includes use of facilities, utilities, and instructional equipment.
Furniture & Equipment		
Gas/electric		
Water/ Sewer		
Grounds Keeping		
Maintenance Services		
Custodial		
Waste disposal		
Debt Service for Facilities (Interest Only)		
Other (please describe)		
<b>Total Facilities</b>	\$ 171,900	
<b>Other</b>		
Contingency		
Indiana Charter School Board Administrative Fee	\$ 32,781	Assume 3% of Basic Grant (Row 6)
CMO/EMO Fee	\$ 131,125	School Administration / Support Services -12% of basic grant
Common School Fund Loan Interest Costs		
Marketing / Community Outreach	\$ 5,000	
Other (please describe)		
Other (please describe)		
<b>Total Other</b>	\$ 168,907	
<b>Total Expenditures</b>	\$ 1,701,310	
<b>Carryover/Deficit</b>	\$ 6,620	

Cumulative Carryover/(Deficit)



**Expected New School Annual Operating Budget -- YEAR 4 -- Fiscal Year July 1-June 30**

REVENUE	Amount	Notes
<b>State Revenue</b>		
Basic Grant	\$ 1,315,830	Assumes funding at \$5,721 per ADM -- the level of MSD Pike Township Schools (school site is within that district)
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Technology Grants		
Remediation Program		
Full-Day Kindergarten		Each full-day Kindergarten student counts as one-half of a student (0.5) for purposes of ADM funding. In addition, schools are eligible for an annual grant of \$2,400 per full-day Kindergarten student.
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
<b>Federal Revenue</b>		
Public Law 101-476 (IDEA)		
Title I	\$ 26,317	Estimated at 2% of basic grant
Title II		
Federal Lunch Program	\$ 76,566	Based on assumed FRL percentages
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
<b>Other Revenues</b>		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant	\$ 598,000	Service Credits
Other (please describe)		
Other (please describe)		
Other (please describe)		
<b>Total Revenue</b>	\$ 2,016,713	
<b>EXPENDITURES</b>		
<b>Personnel Expenses</b>		
Wages, Benefits and Payroll Taxes	\$ 756,111	Staffing workbook details positions.
Substitute Teachers		
Professional Development	\$ 1,500	\$150 per FT Instructor or TA
Bonuses		
Part-time instructional costs (as needed)	\$ 16,000	Charge for faculty to teach specialized courses
Other (please describe)		
<b>Total Personnel Expenses</b>	\$ 773,611	
<b>Instructional Supplies and Resources</b>		
Textbooks	\$ 184,920	Average \$50 per student per course
Library, periodicals, etc		
Technology	\$ 46,000	Technology fee
Assessment materials		Included in curriculum support fees
Computers		

Software		
Other classroom supplies		
Field trips, other unclassified items		
Co-curricular & Athletics		
Curriculum Support Fees	\$ 414,000	Per course charge for curriculum maintenance
Other (please describe)		
<b>Total Instructional Supplies and Resources</b>	\$ 644,920	
<b>Support Supplies and Resources</b>		
Administrative Computers	\$ 5,000	
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies		
Other (please describe)		
<b>Total Support Supplies and Resources</b>	\$ 5,000	
<b>Board Expenses</b>		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment	\$ 2,500	
Charter Board Dues, fees, etc		
Other (please describe)		
<b>Total Board Expenses</b>	\$ 2,500	
<b>Professional Purchased or Contracted Services</b>		
Legal Services	\$ 5,000	
Audit Services (compliant with SBOA requirements)	\$ 15,000	
Payroll Services		
Accounting Services	\$ 25,000	
Printing/Newsletter/Annual Report Services		
Consultants		
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed in charter school application)	\$ 20,000	
Travel		
Postage		
Special Education Services	\$ 18,000	Assume \$1,500 cost per SPED student
Student Information Services		Included in EMO management fee
Food service	\$ 76,566	
Transportation		
Nursing Services		
Other Student services	\$ 5,000	Miscellaneous student services
As-needed Student Transportation	\$ 6,210	Bus Passes as needed
Other (please describe)		
Other (please describe)		
<b>Total Professional Purchased or Contracted Services</b>	\$ 170,776	
<b>Facilities</b>		

Rent, mortgage, or other facility cost	\$ 207,000	Rent charge negotiated with ESI. Turnkey school space charged on a per-pupil basis and includes use of facilities, utilities, and instructional equipment.
Furniture & Equipment		
Gas/electric		
Water/ Sewer		
Grounds Keeping		
Maintenance Services		
Custodial		
Waste disposal		
Debt Service for Facilities (Interest Only)		
Other (please describe)		
<b>Total Facilities</b>	\$ 207,000	
<b>Other</b>		
Contingency		
Indiana Charter School Board Administrative Fee	\$ 39,475	Assume 3% of Basic Grant (Row 6)
CMO/EMO Fee	\$ 157,900	School Administration / Support Services -12% of basic grant
Common School Fund Loan Interest Costs		
Marketing / Community Outreach	\$ 5,000	
Other (please describe)		
Other (please describe)		
<b>Total Other</b>	\$ 202,375	
<b>Total Expenditures</b>	\$ 2,006,181	
<b>Carryover/Deficit</b>	\$ 10,531	

Cumulative Carryover/(Deficit)



**Expected New School Annual Operating Budget -- YEAR 5 -- Fiscal Year July 1-June 30**

REVENUE	Amount	Notes
<b>State Revenue</b>		
Basic Grant	\$ 1,424,529	Assumes funding at \$5,721 per ADM -- the level of MSD Pike Township Schools (school site is within that district)
Common School Loan		
State Matching Funds for School Lunch Program		
Professional Development		
Technology Grants		
Remediation Program		
Full-Day Kindergarten		Each full-day Kindergarten student counts as one-half of a student (0.5) for purposes of ADM funding. In addition, schools are eligible for an annual grant of \$2,400 per full-day Kindergarten student.
Gifted and Talented Program		
Textbook Reimbursement		
Summer School		
Other State Revenue (please describe)		
Other State Revenue (please describe)		
<b>Federal Revenue</b>		
Public Law 101-476 (IDEA)		
Title I	\$ 28,491	Estimated at 2% of basic grant
Title II		
Federal Lunch Program	\$ 82,891	Based on assumed FRL percentages
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
<b>Other Revenues</b>		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
EMO In-Kind Grant	\$ 647,400	Service Credits
Other (please describe)		
Other (please describe)		
Other (please describe)		
<b>Total Revenue</b>	\$ 2,183,311	
<b>EXPENDITURES</b>		
<b>Personnel Expenses</b>		
Wages, Benefits and Payroll Taxes	\$ 781,381	Staffing workbook details positions.
Substitute Teachers		
Professional Development	\$ 1,500	\$150 per FT Instructor or TA
Bonuses		
Part-time instructional costs (as needed)	\$ 28,800	Charge for faculty to teach specialized courses
Other (please describe)		
<b>Total Personnel Expenses</b>	\$ 811,681	
<b>Instructional Supplies and Resources</b>		
Textbooks	\$ 200,196	Average \$50 per student per course
Library, periodicals, etc		
Technology	\$ 49,800	Technology fee
Assessment materials		Included in curriculum support fees
Computers		

Software		
Other classroom supplies		
Field trips, other unclassified items		
Co-curricular & Athletics		
Curriculum Support Fees	\$ 448,200	Per course charge for curriculum maintenance
Other (please describe)		
<b>Total Instructional Supplies and Resources</b>	\$ 698,196	
<b>Support Supplies and Resources</b>		
Administrative Computers	\$ 5,000	
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies		
Other (please describe)		
<b>Total Support Supplies and Resources</b>	\$ 5,000	
<b>Board Expenses</b>		
Charter Board Services, including Board Training, retreats		
Charter Board Supplies & Equipment	\$ 2,500	
Charter Board Dues, fees, etc		
Other (please describe)		
<b>Total Board Expenses</b>	\$ 2,500	
<b>Professional Purchased or Contracted Services</b>		
Legal Services	\$ 5,000	
Audit Services (compliant with SBOA requirements)	\$ 15,000	
Payroll Services		
Accounting Services	\$ 25,000	
Printing/Newsletter/Annual Report Services		
Consultants		
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs (per ICSB requirements detailed in charter school application)	\$ 20,000	
Travel		
Postage		
Special Education Services	\$ 19,500	Assume \$1,500 cost per SPED student
Student Information Services		Included in EMO management fee
Food service	\$ 82,891	
Transportation		
Nursing Services		
Other Student services	\$ 5,000	Miscellaneous student services
As-needed Student Transportation	\$ 6,723	Bus Passes as needed
Other (please describe)		
Other (please describe)		
<b>Total Professional Purchased or Contracted Services</b>	\$ 179,114	
<b>Facilities</b>		

Rent, mortgage, or other facility cost	\$ 224,100	Rent charge negotiated with ESI. Turnkey school space charged on a per-pupil basis and includes use of facilities, utilities, and instructional equipment.
Furniture & Equipment		
Gas/electric		
Water/ Sewer		
Grounds Keeping		
Maintenance Services		
Custodial		
Waste disposal		
Debt Service for Facilities (Interest Only)		
Other (please describe)		
<b>Total Facilities</b>	\$ 224,100	
<b>Other</b>		
Contingency		
Indiana Charter School Board Administrative Fee	\$ 42,736	Assume 3% of Basic Grant (Row 6)
CMO/EMO Fee	\$ 170,943	School Administration / Support Services -12% of basic grant
Common School Fund Loan Interest Costs		
Marketing / Community Outreach	\$ 5,000	
Other (please describe)		
Other (please describe)		
<b>Total Other</b>	\$ 218,679	
<b>Total Expenditures</b>	\$ 2,139,270	
<b>Carryover/Deficit</b>	\$ 44,041	

Cumulative Carryover/(Deficit)



# Budget Narrative

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## Attachment 20

The Early Career Academy

**March 15, 2013**

## BUDGET NARRATIVE

### **Pro-forma Assumption / Estimates:**

ESI (on behalf of the Early Career Academy) plans to apply for federal Public Charter School Implementation Grant funds in the first two years to operation. As these grants are competitively awarded, and thus, are not guaranteed, no grant funds are assumed in the budget projections in Attachment 19.

The following outlines financial assumptions for purposes of pro-forma projections.

### **REVENUES:**

- **Start-up Funding:** Budget assumes that initial start-up costs (Year 0) will be funded by a grant of interest-free advance from the EMO.
- **State tuition support per ADM:** \$5721.35, equivalent to the 2013 Tuition Support per ADM of the M S D Pike Township – the school district in which the proposed Early Career Academy is located.
- **In-Kind Grants from EMO (contingent funding):** Explicit in the proposed Agreement between the School and the EMO is a provision to ensure funding for the school will be sufficient to meet its financial obligations. The EMO will provide deficit protection in the form of service credits to the school. The terms of this arrangement are set forth in section 9.2 (Protection Against Deficits) of the draft Educational Products and Services Agreement between ESI and the Early Career Academy (Attachment 8).
- **FRL %:** 62.39%, equivalent to the 2012 M S D Pike Township FRL percentage.
- **Federal Title I:** 2% of basic state grant (conservative estimate).
- **Federal Lunch Program :** \$2.86 per Free Lunch pupil; \$2.46 per Reduced Lunch pupil; \$0.27 per non-FRL pupil daily for 180 days.
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### **EXPENSES:**

- **Staffing Levels:** Administrative staff is fixed over the duration of 5-year projection. Instructional staffing is modeled to increase with student census, employing a combination of full-time teachers, teaching assistants (Career Academy Coaches), and part-time instructional to maintain class sizes.
- **Benefits and Payroll Taxes:** Assumed to average 25% of wages for all staff.
- **Professional Development:** Estimated at \$150 per each FTE instructor and Career Academy Coach.
- **Textbooks:** Cost estimated to average \$50 per student per course.
- **Technology:** Instructional technology fees are paid to the EMO and assessed on a per-pupil basis. The technology fee is currently modeled at \$200 per enrolled student.
- **Curriculum Support Charges:** Curriculum charges are paid to the EMO and assessed on a per-pupil, per course basis. Currently modeled at a cost of \$150 per course enrollment.

- EMO / Fee: Assumed to be 12% of basic grant revenue. Services provide for this charge include human resources services, benefits administration, payroll services, student information systems, management reporting services, and class scheduling
- Facilities / Rent Expenses: Rent charges will be assessed to ECA on a per-pupil basis to provide support for facilities costs as the census builds up over the 5-year projection period . The current model includes rent charge (inclusive of instructional equipment, infrastructure, and utilities) at a cost of \$900 per enrolled student annually. The proposed facility plan provides high-quality, turnkey educational space to the Early Career Academy at a low, variable cost.

**Additional Notes about Pro-Forma Projections:**

- Student Enrollment Growth: Enrollment is modeled to increase gradually over the 5-year projection period, beginning Year 1 with 80 students, with approximately 250 students by year 5.

# Portfolio Summary

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## Attachment 21

The Early Career Academy

**March 15, 2013**

Not  
Applicable

# Indiana School Financials

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## Attachment 22

The Early Career Academy

**March 15, 2013**

Not  
Applicable

# Operator Financials

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## Attachment 23

The Early Career Academy

**March 15, 2013**

**ITT EDUCATIONAL SERVICES INC**

**10-K**

**02/22/2013**

**Balance Sheet**

	As of December 31,	
	2012	2011
Assets		
Current assets:		
Cash and cash equivalents	\$246,342	\$228,993
Short-term investments	0	148,488
Restricted cash	601	2,128
Accounts receivable, less allowance for doubtful accounts of \$15,663 and \$9,175	77,313	48,106
Deferred income taxes	44,547	9,759
Prepaid expenses and other current assets	16,162	18,814
<b>Total current assets</b>	<b>384,965</b>	<b>456,288</b>
Property and equipment, net	189,890	201,257
Deferred income taxes	56,112	33,267
Other assets	41,263	38,006
<b>Total assets</b>	<b>\$672,230</b>	<b>\$728,818</b>
Liabilities and Shareholders Equity		
Current liabilities:		
Accounts payable	\$63,304	\$78,876
Accrued compensation and benefits	21,023	21,438
Other current liabilities	86,722	18,190
Deferred revenue	135,900	226,543
<b>Total current liabilities</b>	<b>306,949</b>	<b>345,047</b>
Long-term debt	140,000	150,000
Other liabilities	98,327	64,972
<b>Total liabilities</b>	<b>545,276</b>	<b>560,019</b>
Commitments and contingent liabilities (Note 14)		
Shareholders equity:		
Preferred stock, \$.01 par value, 5,000,000 shares authorized, none issued	0	0
Common stock, \$.01 par value, 300,000,000 shares authorized, 37,068,904 issued	371	371
Capital surplus	206,703	189,573
Retained earnings	959,072	827,675
Accumulated other comprehensive (loss)	(7,930)	(9,479)
Treasury stock, 13,744,395 and 10,969,425 shares, at cost	(1,031,262)	(839,341)

<b>Total shareholders equity</b>	126,954	168,799
<b>Total liabilities and shareholders equity</b>	\$672,230	\$728,818

**ITT EDUCATIONAL SERVICES INC**

**10-K**

**02/18/2011**

**Balance Sheet**

	As of December 31,	
	2010	2009
Assets		
Current assets:		
Cash and cash equivalents	\$163,779	\$128,788
Short-term investments	149,160	143,407
Restricted cash	255	1,891
Accounts receivable, less allowance for doubtful accounts of \$7,526 and \$25,227	68,937	85,426
Deferred income taxes	9,079	13,799
Prepaid expenses and other current assets	22,887	17,651
<b>Total current assets</b>	<b>414,097</b>	<b>390,962</b>
Property and equipment, net	198,213	195,449
Deferred income taxes	21,814	6,416
Other assets	40,656	23,878
<b>Total assets</b>	<b>\$674,780</b>	<b>\$616,705</b>
Liabilities and Shareholders Equity		
Current liabilities:		
Accounts payable	\$67,920	\$61,275
Accrued compensation and benefits	28,428	26,323
Other current liabilities	15,441	25,261
Deferred revenue	244,362	171,933
<b>Total current liabilities</b>	<b>356,151</b>	<b>284,792</b>
Long-term debt	150,000	150,000
Other liabilities	40,559	25,328
<b>Total liabilities</b>	<b>546,710</b>	<b>460,120</b>
Commitments and contingent liabilities (Note 12)		
Shareholders equity:		
Preferred stock, \$.01 par value, 5,000,000 shares authorized, none issued	0	0
Common stock, \$.01 par value, 300,000,000 shares authorized, 37,068,904 and 54,068,904 issued	371	541
Capital surplus	173,935	154,495
Retained earnings	524,678	1,006,903
Accumulated other comprehensive (loss)	(4,509)	(10,093)
Treasury stock, 7,075,563 and 18,622,809 shares, at cost	(566,405)	(995,261)

<b>Total shareholders equity</b>	128,070	156,585
<b>Total liabilities and shareholders equity</b>	\$674,780	\$616,705

For more detailed financial information please go to this website and select a report.

<http://www.ittesi.com/index.php?s=127>

# Litigation Documentation

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## Attachment 24

The Early Career Academy

**March 15, 2013**

Not  
Applicable