

AMENDMENT #2

BETWEEN INDIANA DEPARTMENT OF EDUCATION AND CHARTER SCHOOLS USA

This is an Amendment to the Contract (the Contract) entered into by and between the INDIANA DEPARTMENT OF EDUCATION (“State or IDOE”) and CHARTER SCHOOLS USA, the Turnaround School Operator (“TSO Contractor”) originally approved by the State signatory on July 13, 2012.

WHEREAS, In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

This Amendment # 2 revises the term.

This Contract is amended as follows:

1. Duties of the TSO Contractor

Paragraph 1 relating to Duties of the TSO Contractor, is hereby deleted in its entirety and replaced by the following:

In addition to any other duties and obligations set forth herein, the TSO Contractor shall perform all duties and obligations necessary to operate Emma Donnan Middle School (the “School” or “Turnaround Academy”). Unless otherwise excepted by law, the TSO Contractor shall have the powers and provide the services to operate the School consistent with those of a local education agency (“LEA”) operating a public school in Indiana. These services include, but are not limited to:

- A. Transportation for special education students and students covered under the McKinney-Vento Homeless Assistance Act;
- B. Food Service;
- C. Education and administrative technology and technology support;
- D. Special education services under IC 20-35 and 511 IAC 7;
- E. Career and technical education services under IC 20-20 and 511 IAC 8;
- F. Custodial, maintenance, grounds keeping, and other services;
- G. Instructional services in a particular curriculum area;
- H. Textbooks and supplemental materials under IC 20-26-12, and 511 IAC 9;
- I. Student services under 511 IAC 4;
- J. Extracurricular activities.

In addition to and consistent with the services identified above, the TSO Contractor shall provide all services identified in the Final Turnaround Plan submitted to and approved by IDOE’s Office of School Improvement and Turnaround (“Final Turnaround Plan”), as provided for in **Exhibit A**

to the original contract, attached and incorporated herein by reference. The TSO Contractor shall provide all services in accordance with all applicable federal, state and local laws and/or rules relating to the operation of public schools in Indiana and pursuant to any guidance provided by IDOE. The State shall provide technical assistance to the TSO Contractor for special education services that the TSO Contractor is required to provide to students attending the Turnaround Academy. The TSO Contractor shall work with the State and any contractors the State hires to provide technical assistance to the TSO Contractor relating to special education services. The TSO Contractor shall consider the recommendations, guidance, and action plans offered by the State or its technical assistance contractors with respect to individuals with Disabilities Education Act and 511 IAC 7.

The State shall provide oversight of the TSO Contractor regarding the school's safety, instructional quality, organizational issues, compliance, and school improvement through site visits, communication with TSO Contractor employees, and other data collection activities. The TSO Contractor shall cooperate with the State relating to oversight responsibilities, including access for site visits, facilitation of communication with TSO Contractor employees, and provision of data. The TSO Contractor shall comply with the recommendations, guidance, and action plans offered by the State with respect to the schools' safety, instructional quality, organizational issues, finances, compliance, and improvement, which arise from the State's oversight responsibilities.

The services outlined above shall constitute the scope of work to be performed by the TSO Contractor and shall hereinafter be referred to in the Contract as the "the Work" or "Services."

2. Term

Term shall be replaced with the following:

This contract shall be extended commencing July 1, 2015 and shall remain in effect through June 30, 2020.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the

Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the TSO Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this amendment, do by their respective signatures dated below agree to the terms thereof.

Charter Schools USA, Inc.

Indiana Department of Education

By: _____
_____)

_____ (for
_____)

Printed _____ Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by:
Indiana Office of Technology

Approved by:
Department of Administration

By: _____ (for)
Chief Information Officer

By: _____ (for)
Commissioner

Date: _____

Date: _____

Approved by:
State Budget Agency

Approved as to Form and Legality:
Office of the Attorney General

_____ (for
)
Director

_____ (for
Attorney General

Date: _____

Date: _____