



Charter School Application for New School Operators

Revised July 2017

PROPOSAL OVERVIEW AND ENROLLMENT PROJECTIONS

Please provide information for the applicant group's **designated representative**. This individual will serve as the contact for all communications, interviews, and notices from Education One regarding the submitted application.

IMPORTANT NOTE: The full application, including this form, will be posted on the Indiana Department of Education website. Applicants are advised that local community members, including members of the media, may contact the designated representative for questions about the proposed school(s).

Legal name of group applying for charter(s):	<u>Dynamic Minds Academy, Inc.</u>
Names, roles, and current employment for all persons on applicant team:	<u>Joel Harris, President Board of Directors; DAX Intelligence</u>
	<u>Doug Downey, Secretary Board of Directors; Highpoint Global</u>
	<u>Bruce Breeden, Board Member; Telemon</u>
	<u>Barbara Maschino, Board Member; Retired Co-founder, Vice President, and Principal, Options Charter Schools</u>
	<u>Mary Lou Hulseman, M.D., Board Member; Fall Creek Family Medicine</u>
	<u>Lisa Chandler, Proposed Education Director; The Hope Source, Inc.</u>
	<u>Kevin Davis, Consultant; Indiana Charters</u>
	<u>Julie Gordon, Consultant; The Hope Source, Inc.</u>
Designated applicant representative:	<u>Joel Harris</u>
Address:	<u>8350 Craig St.</u>
	<u>Indianapolis, IN 46250</u>
Office and cell phone numbers:	<u>317-840-9996</u>
Email address:	<u>jharrisdma@outlook.com</u>

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

Proposed School Name	Opening Year	School Model (e.g., college prep, dropout recovery)	Geographic Community *	School District(s) in Proposed Location	Grade Levels at Full Enrollment
Dynamic Minds Academy	2019	STEAM Supplemented w/ on-site computer-based	8350 Craig St. Indianapolis, IN 46250	MSD Lawrence Township	K-12

Proposed Grade Levels and Student Enrollment

Proposed School Name:	Dynamic Minds Academy	
Academic Year	Grade Levels	Student Enrollment (Planned/Maximum)
Year 1 (2019-2020)	K-12	150/175
Year 2 (2020-2021)	K-12	200/225
Year 3 (2021-2022)	K-12	250/275
Year 4 (2022-2023)	K-12	300/325
Year 5 (2023-2024)	K-12	350/375
At Capacity	K-12	500/500

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: Indiana Charters, LLC

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:

Authorizer(s):

Submission date(s):

Ball State University, Office of Charter Schools

February 28, 2017 and December 8, 2017

PROPOSAL NARRATIVE

EXECUTIVE SUMMARY

Mission and Vision for Growth in Indiana

Mission Statement: Dynamic Minds Academy aims to bridge the gap between treatment and education for students with autism spectrum disorder by providing evidence-based practices for personal growth within an optimal learning environment.

Vision: Dynamic Minds Academy will fill gaps in treatment and education by bridging evidence-based treatments and practices for an optimal learning environment.

The Hope Source (THS) began offering modern and innovative, direct therapeutic services for children with autism spectrum disorder (ASD) in February of 2009. Initial efforts of adding the education component to The Hope Source resulted in strong academic growth and a clarified vision for combining educational and therapeutic services within a single facility. As this initial step, a partnership with Indiana Cyber Charter School (2013-2015) allowed the staff to assist students with an online, virtual classroom curriculum; but a lack of local control, curriculum limitations, and organizational issues within Indiana Cyber slowed progress and forced an end to that relationship. In 2016, The Hope Source partnered with Options Charter Schools to provide the virtual classroom component along with an on-site educational liaison. With students enrolled in a public charter school, THS provided therapy services for their students who spent their school and therapy day on THS premises. While each partnership moved student opportunities forward, the full vision remains unfulfilled.

A non-profit 501(c)(3) corporation, Dynamic Minds Academy (DMA) will serve students (K-12) with ASD. The initial target audience is central Indiana, but by year three, DMA will be ready to expand the educational program to additional sites throughout the state. This school will provide an innovative choice for parents who desire a forty-eight-week academic year, and access to a public-school education that is efficiently and effectively integrated with modern therapeutic services for their children. With the focus on maximizing the enormous potential for these students, lost time from transporting students between a school and therapy site, as is often the case when attempting to provide needed therapy, will be eliminated. Additionally, therapists will frequently work alongside educators, integrating the educational and therapy services seamlessly. In this model, communication is *optimized*, time is *optimized*, and a professional team is truly *synchronized* throughout an entire calendar year.

The DMA model, the first in Indiana to fully integrate *modern* therapeutic practice with accredited public education, will develop as a scalable and replicable model. The founding board is committed to the vision that DMA's model should eventually become available for students with ASD throughout the state. Though initially implemented at one physical location in central Indiana, the growth model assumes additional physical sites, beginning after the third year of operation. New sites will only be added once existing sites are reaching capacity; demand for services are established in new locations; the existing site(s) are operating effectively (see "Performance Management" section, p. 38); the financial condition of the existing operations is solid; and when a therapy provider can be identified to work with the new school site. This controlled growth model allows for the additional orientation / support needed to implement the project-based and online educational components. Within five years, DMA hopes to reach an enrollment of 350 students. Though the current capacity is set at 500 students, this model is ultimately only limited to the number of therapy sites with the capacity and desire to integrate educational and therapeutic services at their locations in Indiana.

Anticipated Population and Educational Need

The number of children diagnosed with ASD has been on the increase for some time. Data released from the Center for Disease Control in March of 2014 estimates the prevalence of children with ASD across the United States at 1 in 68 (1 in 42 boys, and 1 in 189 girls). According to the Indiana Department of Education, the December 1 count of students with special needs identified 14,129 students with ASD. Given the total public-school enrollment of 1,009,943, Indiana is faced with an incidence rate of 1 in 71 public school students diagnosed with ASD. This number includes

students with an Individualized Education Program (IEP) or Special Education Service Plan, but it excludes the many families who choose to home-school their children with ASD.

Though programs focused on full inclusion of students with ASD is important on the continuum of services, it is not the optimal choice for all. Among the most prevalent problems with full inclusion is bullying. A 2012 study of bullying among adolescents with ASD in school settings reported 46.3% victimization with an additional 8.9% determined to be both victims and perpetrators of bullying. Because such victimization can be so crippling to social, emotional, and academic growth, some families prefer a more controlled method of integrating social skills and coping mechanisms into the routines of their children. An innovative educational choice is clearly needed.

Traditional public-school programs also differ from the DMA model in length of service. Though these programs may extend the school year through IEP designated extended-year mandates, staffing is often reduced, and routines are changed during the extension. Even extended school years will frequently offer no more than 200 instructional days, and most students will remain on a traditional 180-day schedule. DMA proposes a forty-eight-week program with specific holidays off and three weeks of vacation to be chosen by the parents. This provides 240 instructional days or an instructional year 33% longer than the traditional calendar. Traditional public schools cannot offer this choice.

Students with ASD struggle significantly with major changes in routine or lapses in intervention. Many qualify for Extended School Year (ESY) as a result. In order to provide best practice, DMA needs to be a year-round school. Further, because parents often have the student's siblings attend other schools, it would be difficult to align breaks that would be helpful to families.

Since every student at DMA is working at their own level and their own pace, with the exception of whole class STEAM projects, individual week-long breaks from school does not disrupt continuity of instruction. They can simply resume where they left off.

DMA's proposal features side-by-side and transparent therapy plus education. A client-student at DMA benefits from a small school environment where everyone in the building is a specialist, educationally or therapeutically, on ASD. Traditional public-school programs, no matter how extensive the services, will separate these services. Classroom time, followed by busing or moving students, followed by therapy time, is the norm. Though the expense of these services may be immense, the student experience in these situations lacks consistency and efficiency.

In 2011, The Mayor's Office of Innovation and Education approved Damar Charter Academy as an innovative model to address the needs of students with autism and other developmental delays. The school reports high demand with 164 students enrolled for the 2016-2017 school year (IDOE: Compass) and has held annual lotteries to determine which students gain admission. While this model provides an additional and needed opportunity for students with ASD, it differs from DMA's proposed model substantially, providing its therapeutic services in an adjacent building from the classrooms.

The most important indicator of need is the fact that The Hope Source is already thriving despite the shortcomings of the current educational component. The Hope Source has provided the modern, therapeutic services that parents want for their children with ASD since 2009. As The Hope Source developed, parents requested help with education services for their children who were listed as "home-schooled students" but clearly not receiving the education that would maximize their potential. DMA's request for authorization is the step that provides these students with the public-school education they deserve.

Community Engagement

Due to DMA's innovative hybrid model for students with ASD, it will be essential for DMA to have a strong outreach program that educates the larger public-school community on its mission and successful approaches to providing an optimal environment for this population of students.

One way that DMA hopes to engage the community to support its mission is through Teacher Professional Development, with topic emphasis on Bullying & ASD, Mild ASD Awareness and school-based counselors from Gallahue and Cummins Behavioral Health, two local organizations that public schools contract with for mental health services, would be critical in both ensuring student success but also as a referral source to a more appropriate school choice. Unfortunately, students with ASD are not referred or able to receive these services due to lack of specialized training of counselors as well as the role of Special Education over these students.

There is great potential for working with administrators on how to successfully transition a student with ASD from intensive therapy at an autism center into traditional public-school settings. This information will help the surrounding public schools understand how DMA is bridging that gap between the two extreme environments and how they can utilize DMA as a resource.

Another community engagement effort is a working relationship with the Indianapolis Metropolitan Police Department. This critical relationship is formed out of a need for IMPD to be available for rare and extreme situations and to educate them on ASD, especially those with Mild Symptoms and may appear to be without a disability. In addition, our students get the opportunity to engage with them and learn about safety issues that arise in their lives. This relationship includes police training and small group Q&A's for students with the officers.

We have already established a relationship with Lawrence Township Police Department at the hybrid model's previous location. Despite no longer being within jurisdiction for emergency calls, our contact, Melvin Keaton, would like to maintain the relationship for officer training as well as educational visits for the students. The partnership is a mutually beneficial relationship. Our contact at Lawrence PD is helping us with IMPD networking.

In addition, we have just begun to establish a critical relationship with two related organizations, CCRT (Civilian Crisis Response Team) and MALC (Military Agency Law Civilian). We have already met with JR Grounds, Founder of CCRT, to begin a partnership for active shooter training, building safety consultation and use of ETAKs (Educator's Trauma Aid Kit). We will contract them in the Spring of 2019 for this training and they will be providing these kits for each classroom. They are looking forward to the education and training that we can provide on students with Autism Spectrum Disorder as they add a level of complexity to emergency response efforts.

Educational Plan/School Design

The instructional framework of DMA is designed to maximize the learning potential of each student with ASD. As each student enters DMA, instructors and therapists begin with a deep understanding of typical characteristics of students with ASD including common learning strengths and challenges, social tendencies, and communication barriers. With that in mind, the DMA staff clearly understands that each student with ASD is unique in his/her own way, and no student deserves a ceiling of low expectations based on typical societal beliefs and prejudice.

DMA instruction differs from instruction in a traditional school setting. Typically, the immediate and pervading emphasis for educating students with ASD is "...remediating behavior difficulties to improve educational functioning." The team of individuals charged with this task is fortunate to have even a cursory understanding of the specific learning needs of this population. The process of bending the student behaviors to match those of more typical students is abrupt and harsh therefore creating additional behaviors and frustrations that are counterproductive to learning and lead students with ASD to believe they cannot learn.

DMA's team of educators and therapists views the opportunity to maximize the target student's potential from a different point of view. DMA understands that educational practices must align with the specific needs of each student. Though not all students with autism fit a "typical" profile, commonly, students with ASD experience organizational difficulties, sequencing problems, distractibility, and an inability to generalize-or see the relationship between one experience and the other. To make matters more challenging, students with ASD frequently display an uneven profile of skills and deficits. As an example, a student with ASD may have an extraordinary ability to understand numerical concepts yet become frustrated using the ability because of organizational or communication deficits.

DMA will integrate Science, Technology, Engineering, Arts and Math (STEAM) Education with therapeutic services in a familiar, comfortable environment utilizing the Universal Design of Learning (UDL) guidelines. STEAM implementation will be developed in what the Indiana Department of Education (IDOE) describes as a "Partial Implementation (STEM) Model."

The IDOE and the Indiana STEM Advisory Council recently introduced the Indiana STEM Six-Year Strategic Plan to improve STEM instruction across the state. Part of this plan is to implement their mission: Ensure Indiana teachers are prepared to provide every student in grades K-12 with an evidence-based, effective STEM education by 2025. According to the plan, 100% of Indiana teachers will be trained in problem and project-based approaches to learning by 2025 by being provided opportunities to further develop their STEM pedagogy with various professional development. As of fall of 2018, only 32% of school corporations reported staff prepared in these specific areas. DMA will follow the Indiana STEM Implementation Matrix and as described in the Professional Development section (pages 43-45) DMA teachers will receive a variety of trainings prior to the first year of school opening as well as throughout the school year.

Though the premise of intertwining instructional and therapeutic services is valid, a "school day" split between instruction and therapy may be construed as insufficient instructionally. Instructional time for students with ASD is addressed in our year-round school calendar. As mentioned earlier, DMA's school year provides each student with 240 days of instruction. The school day is 8 hours in length. Students have a thirty-minute lunch period and 30 minutes in special group therapy. We anticipate that most, if not all, students will have an IEP. When the EST/CCC determines that the student needs therapy partial day as medically necessary to function in school, those individualized needs of the student will be included in the IEP as a part of their school day. This will meet the required time for both elementary and secondary students. With therapy and instruction based on each student's Individualized Education Plan (IEP), this model provides an exceptional educational program for client/students with ASD.

Governance and Leadership

DMA will be governed by the governing board and managed by its educational director pursuant to the school's charter and duly adopted by-laws. The governing board will be responsible for adopting policy, overseeing the management of the school, and ensuring financial compliance with fiscal policy. In addition, the governing board will ensure that the mission and goals of the charter are carried out by engaging in strategic planning. The governing board will not be involved in the daily operations of the school but will hire an educational director, who will be evaluated at least annually. The governing board will ensure the education director manages DMA in compliance with the school's charter and with all state and federal laws and regulations.

The governing board will perform ongoing assessments of the school and its programs and operations. It will also routinely assess its own performance. Governing board members will participate in and develop short and long-range plans for the school. The board will monitor the effectiveness of the school's programs and their implementation to determine if the school has met its stated goals.

The educational director will report to the governing board at regular meetings about the school's operations. The educational director will serve as liaison between DMA and the school's authorizer. The educational director will present his/her recommendation to the governing board on any subject under consideration prior to action taken on the subject, if requested. The educational director will be required to attend all governing board meetings.

The educational director will be responsible for overall instructional leadership for the charter school, including the discipline of students if needed, and the planning, implementation, and supervision of the educational program of the school. The educational director will have authority over all personnel matters, including hiring, disciplining, and terminating all school employees, subject to board approval. The educational director will periodically evaluate DMA's employees as provided for by Indiana law and policy.

The educational director will establish and maintain an appropriate community relations program. He/she shall uphold and enforce the charter, DMA's governing board policies, and local, state, and federal laws and regulations. Personnel under the supervision of the educational director are all staff, as identified in the organization chart, include the business manager, administrative assistants, and teachers.

The Board of Directors will approve all contractual relations including contracts for the educational service provider and therapy service providers. The board will evaluate, at least annually, these service providers.

The governing board will include between five and nine members. The board of directors will seek to always maintain expertise in the areas of children with ASD, finance, board membership / governance, legal experience, and parent / community interests.

The current Board of Directors is as follows:

Full Name	Current Job Title and Employer	Strengths / Contributions
Bruce Breeden	Vice President of Business Affairs / Telamon	Governor's Educational Roundtable (2009-2015); former school administrator Carmel Clay Schools; former school board member Carmel Clay Schools; Human Resource and extensive business operational experience

Douglas Downey	Director of Program Operations, High Point Global	Executive Leadership, Project Management Professional
Joel Harris	Owner, DAX Intelligence	Business Management, technology, project management, budget development
Dr. Mary Lou Hulseman	Family practitioner with special interest in treating children with autism using a biomedical approach / clinical faculty member at Community Health Network since 1998	Fully licensed and board certified family practitioner with expertise in treating children with autism
Barbara Maschino	Co-founder and retired Vice President and Principal, Options Charter Schools	40 years as special educator and principal

SECTION I: EVIDENCE OF CAPACITY

Founding Group

Founding Group Membership

The founding group for Dynamic Minds Academy consists of the following individuals:

Joel Harris, President Board of Directors

Joel has business management experience and works with companies to improve their processes and compliance with audit requirements. He has project management, technology, and budget development experience as well. He is also the parent of a child on the autism spectrum.

Doug Downey, Secretary Board of Directors

Doug is a director of Project Management Office as well as a project manager. He also has a child on the autism spectrum.

Bruce Breeden, Board Member

Bruce was an administrator and school board member in the Carmel Clay School system. He has served in Human Resources and business operational experience. Bruce served on the Governor's Educational Roundtable from 2009-2015.

Mary Lou Hulseman, M.D., Board Member

Dr. Hulseman is a fully licensed and board-certified family practitioner with expertise in treating children with autism.

Barbara Maschino

Barbara was a co-founder and administrator in the Options Charter Schools and has extensive experience in alternative schooling within the public-school system.

Lisa Chandler, Proposed Education Director

Serves as Education and Development Director at The Hope Source, where she hires, trains and supports all the direct therapy and educational staff. She has been instrumental in the development of the hybrid model in 2013 and implementation of project-based, cross curricular content to better serve visual learners.

Kevin Davis, Consultant, Indiana Charters

Kevin was a founder of Options Charter School – Carmel, and Options Charter School – Noblesville. He was the CEO and COO of the Indiana Public Charter Schools Association from 2012-2014. Through Indiana Charters, he seeks to assist independent, Indiana charter schools with start-up support, back-office services and mentoring.

Julie Gordon, Consultant, The Hope Source

Julie is a licensed clinician, who has owned and operated The Hope Source for 10 years. In her practice she has experience managing the high therapeutic and educational needs of special education students with autism spectrum. She also has experience working with public charter schools to work with managing IEPs, enrollment processes and basic charter operations and operating in a hybrid environment.

Partners

The Hope Source

The Hope Source is a therapy center for individuals with Autism Spectrum Disorders. Over the years, The Hope Source has sought to integrate ABA Therapy with the educational needs of children on the autism spectrum. To do so, they have partnered with other charter schools for several years. However, they have desired to partner with a school that is solely focused on special education and that could co-locate their resources on-site with them. To that end, The Hope Source is providing extensive support to getting Dynamic Minds Academy up and running on their site. They are providing resources and providing time from some of their employees to support the charter process of DMA.

Indiana Charters

Indiana Charters LLC establishes a unique partnership with the organizer that both provides "back office" services while supporting the management and operation of the school. IC does not "manage" the school; it provides contractual support and services at the will of the organizing board.

Indiana Charters has worked successfully with Mays Community Academy (2015) and Seven Oaks Classical Academy (2016) to provide services in a unique and cost-efficient way. As a homegrown local educational service provider, Indiana Charters seeks to assist independent, Indiana charter schools with start-up support, back-office services and mentoring. Unlike many ESP's, CMO's or EMO's Indiana Charters has a simple, amendable contract that can be terminated for any reason with 60 days' notice.

Indiana Charters has provided guidance to the Dynamic Minds Academy Board in preparing for chartering. IC will be used to assist with the business administration of DMA as well as providing teachers of record for high school credit courses and providing computer-based instruction for material that DMA does not have accredited teachers.

The Hope Source (THS) began offering modern and innovative, direct therapeutic services for children with autism spectrum disorder (ASD) in February of 2009. Initial efforts of adding the education component to The Hope Source resulted in strong academic growth and a clarified vision for combining educational and therapeutic services within a single facility. As this initial step, a partnership with Indiana Cyber Charter School (2013-2015) allowed the staff to assist students with an online, virtual classroom curriculum; but a lack of local control, curriculum limitations, and organizational issues within Indiana Cyber slowed progress and forced an end to that relationship. In 2016, The Hope Source partnered with Options Charter Schools to provide the virtual classroom component along with an on-site educational liaison. With students enrolled in a public charter school, THS provided therapy services for their students who spent their school and therapy day on THS premises. While each partnership moved student opportunities forward, the full vision remains unfulfilled.

Dynamic Minds Academy is intended to continue to close the gap between education and therapy service so that they are working hand in hand for the benefit of the students. Dynamic Minds Academy is to be a charter school that is separate from the therapy provider but is co-located with the therapy providers to insure continuity of care/instruction.

From the perspective of the students and families, all the education and therapy are provided seamlessly throughout their day.

From a business perspective, Dynamic Minds Academy will be financially and administratively independent of any therapy provider.

School Leader and Leadership Team

1. 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.

The proposed Head of School is Lisa Chandler. With her B.S. in Elementary Education and MA in ABA therapy, Lisa joined The Hope Source Staff in 2009 as a behavior therapist. Lisa was promoted to Educational Coordinator in 2010, and she served as Programs Director from 2011 – 2015. Today, as Education and Program Director Lisa has experience working within and supervising all program areas. She was instrumental in developing the first educational efforts with computer-based instruction, and she provides a great deal of expertise and experience developing and implemented project-based group assignments. Like all start-up support from Indiana Charters, Kevin Davis will serve in a support, consultation and mentoring role to assist Lisa as she learns to navigate charter school administration.

When Dynamic Minds Academy is approved, Lisa will immediately begin working on the development of the school on a nearly full-time basis. Initially, this time will be compensated by The Hope Source. In the three months leading up to the start-up, DMA should be able to directly pay her salary through the CSP Grant.

The proposed Assistant Director is Jayne Brown Sues. Jayne has her MA in Education and brought 12 years of classroom experience when she joined The Hope Source as Educational Coordinator in 2013. Since that time, Jayne's primary role has been to serve as the liaison between THS and their educational partnerships. Jayne is experienced and knowledgeable in standardized testing, graduation requirements, and online curriculum coursework. Jayne has been responsible for all new student enrollments and coordinates all aspects of Annual Case Reviews and Move-In Conferences. Jayne maintains all student cumulative educational files and all records in Power School.

Governance

Legal Status and Governing Documents

The 501(c)(3) Letter of Determination, Articles of Incorporation, and the proposed Bylaws are in **Attachment 4**.

The Statement of Assurances form is included in **Attachment 5**.

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.
- 2. 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.
- 3. Procedures.** How many times has the current board met to date? What will be the planned frequency and focus of meetings if the school is approved? 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. 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.
- 4. 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.
- 5. 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.

DMA will be governed by the governing board and managed by its educational director pursuant to the school's charter and duly adopted by-laws. The governing board will be responsible for adopting policy, overseeing the management of the school, and ensuring financial compliance with fiscal policy. In addition, the governing board will ensure that the mission and goals of the charter are carried out by engaging in strategic planning. The governing board will not be involved in the daily operations of the school but will hire an educational director, who will be evaluated at least annually. The governing board will ensure the education director manages DMA in compliance with the school's charter and with all state and federal laws and regulations.

The governing board will perform ongoing assessments of the school and its programs and operations. It will also routinely assess its own performance. Governing board members will participate in and develop short and long-range plans for the school. The board will monitor the effectiveness of the school's programs and their implementation to determine if the school has met its stated goals.

The educational director will report to the governing board at regular meetings about the school's operations. The educational director will serve as liaison between DMA and the school's authorizer. The educational director will present his/her recommendation to the governing board on any subject under consideration prior to action taken on the subject, if requested. The educational director will be required to attend all governing board meetings.

The educational director will be responsible for overall instructional leadership for the charter school, including the discipline of students if needed, and the planning, implementation, and supervision of the educational program of the school. The educational director will have authority over all personnel matters, including hiring, disciplining, and terminating all school employees, subject to board approval. The educational director will periodically evaluate DMA's employees as provided for by Indiana law and policy.

The educational director will establish and maintain an appropriate community relations program. He/she shall uphold and enforce the charter, DMA's governing board policies, and local, state, and federal laws and regulations. Personnel under the supervision of the educational director are all staff, as identified in the organization chart, include the business manager, administrative assistants, and teachers.

The Board of Directors will approve all contractual relations including contracts for the educational service provider and therapy service providers. The board will evaluate, at least annually, these service providers.

The original governing board will include at least five and no more than 9 members. When additional therapy service provider sites (years 3 – capacity) these therapy sites will be afforded a single position on the board of directors, increasing the board size by one member for each site. The board of directors will additionally seek to always maintain expertise in the areas of children with ASD, finance, board membership / governance, legal experience, and parent / community interests. We believe this model ensures effective and meaningful representation of key stakeholders.

The Board of Directors began meeting on the third Friday of each month at 12:30 pm at 8350 Craig St., Indianapolis, IN 46250 in April of 2017.

Full Name	Current Job Title and Employer	Position with Proposed School
Bruce Breeden	Vice President of Business Affairs / Telamon	Board Member
Douglas Downey	Director of Program Operations, High Point Global	Board Member
Joel Harris	Owner, DAX Intelligence	Board Member
Dr. Mary Lou Hulseman	Family practitioner with special interest in treating children with autism using a biomedical approach / clinical faculty member at Community Health Network since 1998	Board Member
Barbara Maschino	Co-founder and retired Vice President and Principal, Options Charter Schools	Board Member

6. 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.

Grievance Process

Dynamic Minds Academy firmly believes that adults must be models of good character even in the most difficult situations. Should a parent have a grievance concerning a particular class or the administration of the school, that

grievance should be resolved using the appropriate chain of command. Issues that arise in a particular classroom should always be addressed to the teacher first, since the teacher always has more direct knowledge of the student than anyone else.

The chain of command refers to parents' communication of any kind that seeks or requires an action on the part of the school regarding their students. Dynamic Minds Academy understands that parents will have questions, opinions, and comments that need to be expressed concerning their children's education. Such communications can be very helpful to the successful operation of the school. DMA's preference is that such communications be expressed initially to the teacher or teachers of the child. If further communication is warranted, the parent should consult the educational director. If further communications are warranted after seeing the education director, the parent should go to the grievance committee. The governing board's grievance committee is not the first point of contact and, therefore, will refer all communications that require a response or action to the appropriate individual(s).

Teacher—Parents should schedule a meeting with the teacher through the office. Under no circumstances is it ever acceptable for a parent to confront a teacher about an issue with students present, including his/her own child.

Education director—If the grievance cannot be resolved with the teacher and the matter regards academics or discipline, the parent should schedule a meeting with the education director.

Grievance Committee—If the grievance cannot be resolved after talking with the teacher or the appropriate parties, the parent must submit the grievance in writing to the grievance committee.

If a resolution is not achieved by the abovementioned process, two other options are available:

(1) The grievance may be submitted to the governing board in writing. The governing board will review the summary and will make one of the following determinations: (1) The governing board may decide to support the previous decision; (2) The governing board may appoint up to two board members to address the issue; (3) The governing board may address the issue in an open board format; (4) The governing board may address the issue in an executive session, in accordance with the Indiana Open Door Policy I.C. 5-15-1.5.

(2) Parental concerns and grievances may also be raised during the community comments portion of the board of directors meeting. The concern or grievance must be submitted in writing, and no more than three minutes will be granted. Grievances or discussions involving specific personnel will not be entertained during an open board meeting. Concerns or grievances should be addressed in one of the aforementioned steps before using this option.

Grievances regarding policy should be directed to a board member. Grievances regarding an administrator should be directed to the individual first, then in writing to the governing board. The governing board and grievance committee will not entertain anonymous complaints, nor can they hold information in confidence when it is not in the best interest of the school, its staff, or students. If the constituent does not receive satisfaction from the governing board and/or grievance committee, then he must present his case or evidence to Education One, L.L.C. as members in the context of open meetings, and clearly understand their ethical and fiduciary obligations to the school. Board members will participate in governance training as required by Education One, L.L.C. Board members will also participate in training necessary to ensure the success of the school and the board of directors' obligation to the school. The by-laws will address how and when members may be removed for unacceptable or inappropriate conduct. The governing board will meet at least once each month (except during the summer and/or school holidays as deemed appropriate) to hear reports, to consider and adopt policies, to act on committee recommendations, and to consider requests and concerns from parents, students, teachers, and the public.

School Management Contracts

Dynamic Minds Academy is not contracting with an ESP to manage school operations.

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 5-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.
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.
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.
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.

The DMA model, the first in Indiana to fully integrate modern therapeutic practice with accredited public education, will develop as a scalable and replicable model. The founding board is committed to the vision that DMA's model should eventually become available for students with ASD throughout the state. Though initially implemented at one physical location in central Indiana, the growth model assumes additional physical sites, one each year, beginning in the third year of operation. This controlled growth model allows for the additional orientation / support needed to implement the project-based and online educational components. Within five years, DMA hopes to reach an enrollment of 350 students. Though the current capacity is set at 500 students, this model is ultimately only limited to the number of therapy sites with the capacity and desire to integrate educational and therapeutic services at their locations in Indiana.

The Dynamic Minds Academy business plan is included in Attachment 9.

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?

There are several risks or challenges associated with meeting DMA's desired outcomes in Indiana. One is educating parents and potential therapy partners on the integrated approach to education and therapy envisioned by Dynamic Minds Academy. DMA will have to be intentional to create materials and opportunities to take its message to these audiences. Another challenge will be cash flow in the first year of operation. Due to the high percentage of students anticipated to qualify for special education funds and the fact that the first payment of the special education funds will not be made until February of the first year, care and arrangements will have to be made to defer certain expenses until the cash comes in to handle those expenses. A line of credit has been arranged with Charter School Capital Revolving Loan which will help meet this concern. Other agreements are being negotiated to defer lease payments and therapy service payments until the special education funding is received.

Network Management

Beginning in year 3 of Dynamic Minds Academy, it is anticipated that a new location will be started. The plan is for this to be another campus, but not a separate school. As such, many services will be centralized. Services that will be centralized include:

- Accounting/Payroll
- Curriculum maintenance
- Special Education Coordination

Since we will be one school/charter, there will be no need for a cost allocation process.

Dynamic Minds Academy will have a contract with Indiana Charters to provide some services for the entire network, however, all management and decision making will remain with the school

Function	Network/Management Organization Decision-Making	School Decision-Making
Performance Goals	Support and consultation	All decision-making
Curriculum	Support and consultation for STEAM project	All decision-making
	Provides Computer-Based Instructional (CBI) staff on a per-course basis	All-decision-making
Professional Development	Provider or manages outside provider	All decision-making
Data Management and Interim Assessments	Support and consultation	All decision-making
Promotion Criteria	Support and consultation	All decision-making
Culture	Support and consultation	All decision-making
Budgeting, Finance, and Accounting	Implementation of all fiscal policies	All decision-making
Student Recruitment	Support and consultation	All decision-making
School Staff Recruitment and Hiring	Support and consultation	All decision-making
H/R Services (payroll, benefits, etc)	Implementation of all processes	All decision-making
Development/ Fundraising	Support and consultation	All decision-making

Community Relations	Support and consultation	All decision-making
I/T	Support and consultation	All decision-making
Facilities Management	Support and consultation	All decision-making
Vendor Management / Procurement	Support and consultation	All decision-making
Other operational services, if applicable	Support and consultation	All decision-making

Provide, as Attachment 10, the following organizational charts:

- a. Network as a whole, aligned with the 5-Year Business Plan
- b. School-level organizational chart for school in Year 1, and also at Full Capacity

NOTE: Limit attachment to five (5) pages.

The network and school-level organizational charts should clearly delineate the roles and responsibilities of the governing board, staff, and any Education Service Providers that will manage the school(s).

SECTION II: SCHOOL DESIGN

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

Education Plan

Program Overview

The school, Dynamic Minds Academy (DMA), is designed in partnership with The Hope Source (THS), a high-demand evidence-based therapeutic service provider for students with ASD. THS families have chosen this facility for their success with this client population. Families with a child medically diagnosed with ASD often turn what *should* be an "educational decision," derived from the special education multidisciplinary team, into a family decision; they choose to "home school" their child to allow for 20-36 hours of intensive therapeutic services. They believe the child will ultimately benefit more from the therapy site, than from splitting time after transportation to a public school, or hoping the public school can provide therapy services within an "inclusion" setting. After all, the evidence-based therapeutic services model at THS "is essentially a constant state of learning," they rationalize. "This setting is the best placement for my child."

While a school-based placement is appropriate for some students with autism, a therapy-based placement is appropriate for others. This decision cannot be reduced to a checklist of behaviors that yields "the right answer." Parents and professionals need to work together developing the appropriate plans and strategies to optimize the potential of each child. Some children need help understanding social situations and reacting appropriately. Others may exhibit aggressive or self-injurious behavior. As the Autism Society's Options Policy states: "Each family and individual with autism should have the right to learn about and then select the options that they feel are most appropriate for the individual with autism ("Treatment Options")."

DMA bridges the gap between treatment and education for students with autism spectrum disorder by providing evidence-based practices for personal growth within an optimal learning environment.

BRIDGING THE GAP



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 Indiana State Standards. More information about Indiana's State Standards can be found at <http://www.doe.in.gov/standards>

In July of 2018, The Indiana State Board of Education voted to approve new graduation pathways for Indiana's high school students beginning with the 2019 freshman class. The new pathways are designed to give students the skills and experiences they will need to help them succeed both in higher education and finding a job. Instead of requiring students to pass an exam to graduate, the new requirements will allow them to choose a path that is tailored to their interests, abilities and aspirations after graduating. Students in the graduating class of 2023 will need to meet the following Graduation Pathway Requirements:

- Earn academic credit to obtain a high school diploma
- Learn and demonstrate employability skills through a project-based learning experience, service-based learning experience, or a work-based learning experience
- Complete post-secondary competencies by doing one of the following: earning an honor diploma, finishing apprenticeship or career-technical courses or meeting college-ready standards for ACT, SAT, ASVAB tests.

For current high school students, those graduating in 2019, 2020, 2021, or 2022, DMA will follow the Graduation Pathways Panel recommendation to begin allowing students to opt-in to new standards in lieu of graduation qualifying examinations.

DMA views the new graduation pathways as presented by the Indiana State Board of Education as an additional way to meet the needs our unique learners with individualization, flexibility, relevancy, workforce alignment and rigor.

- Individualization: The new pathways move from a one-size-fits-all approach to one where every student chooses a route to graduation that reflects their goals after commencement.
- Local Flexibility: The new pathways give schools and district the flexibility to design and offer courses and experiences that are aligned to locally identified priorities and community needs.
- Relevancy: Because students will get to select the path that makes the most sense for their goals after high school, their high school experience is more relevant to them personally.
- Workforce-Aligned: The new pathways are designed to ensure today's students gain the skills and traits they need to be successful in our rapidly-changing, modern economy—including a strong academic foundation, intellectual curiosity and a passion for lifelong learning.
- Rigor: To address the skills gap and ensure all students are prepared to succeed, we need to establish higher expectations for all students. These new pathways strike the right balance of higher expectations for all students with more individualized options to meet every student's unique needs and goals.

Curriculum and Instructional Design

DMA's education program combines Science, Technology, Engineering, Arts, and Mathematics (STEAM) education programming, supplementary on-site computer-based instruction, and fully integrated, evidence-based therapeutic services to create an optimal learning environment for client/students with Autism Spectrum Disorder (ASD). DMA will be proactive in having a facility, ratios of 1:12 to 1:6 teachers to students and staffing to minimize the common behavioral triggers that students with ASD face daily, including but not limited to: reduction of visual stimuli on classroom walls, low lighting, adjustable seating, sensory breaks, and equipment. Non-mandatory group or cafeteria participation, frequent movement and outdoor breaks, overall noise reduction, built-in transition time, supportive social opportunities, quiet spaces to request when overwhelmed or over stimulated. Collaboration between educators and therapists to work side-by-side integrating educational and therapy services seamlessly and a low classroom ratio will allow for this level of support. As detailed in the School Leadership and Staff Hiring portion of this application DMA will meet all federal requirements of "highly qualified" staff or each position (see "School Leadership..." pp. 44). Teacher collaboration, ongoing professional development and teacher evaluations will assist in identifying when a teacher is not performing to standard and an improvement plan will be put in place. STEAM implementation will be developed in what the Indiana Department of Education (IDOE) describes as a "Partial Implementation (STEM) Model."

This is a non-traditional school experience. STEM experiences and related skills are integrated into the curriculum. The STEM program may be school wide, with teachers collaborating across disciplines for long term projects or a school-within-a-school scenario. These projects may be in addition to the normal curriculum or used to enhance the educational process. This may also include a school in which only a portion of the student body participates in these long-term projects, interdisciplinary learning, or STEM career-based courses in CTE. Frequently the schools maintain business partnerships for materials, resources, and capital. The established Leadership Team provides guidance to the school staff, parents and community. (*Indiana STEM Education: Science, Technology, Engineering and Mathematics* 2012)

DMA will utilize the Universal Design of Learning (UDL) guidelines for its development of STEAM curricula that incorporate the Indiana Academic Standards. As stated in the UDL Guidelines, version 2.0: "UDL helps address learner variability by suggesting flexible goals, methods, materials, and assessments that empower educators to meet these varied needs. ... The UDL framework encourages creating flexible designs from the start that have customizable options, which allow all learners to progress from where they are and not where we would have imagined them to be (p 4)."

UDL calls for the design of curricula with the needs of all children in mind, so that methods, materials, and assessments are usable by all. Unlike some traditional curricula that can present a host of barriers that limit children's access to information and learning. A UDL curriculum is designed to be flexible and enriched with multiple media to meet the needs of all types of learners. The UDL framework guides the development of adaptable curricula by means of three principals. The three UDL principles as represented below fit perfectly with DMA's individualized approach to STEAM instruction.

The three guiding principles of UDL, as represented in the graphic below, fit perfectly with DMA's individualized approach to STEAM instruction:

Universal Design for Learning Guidelines



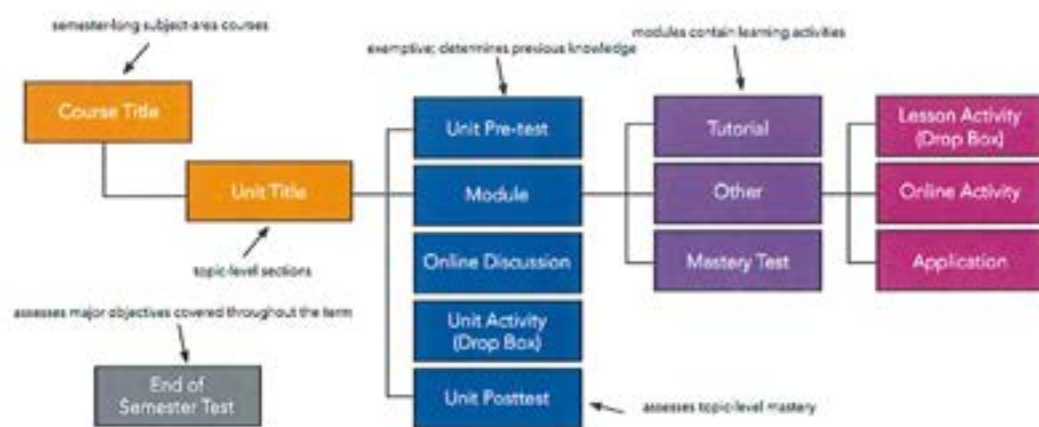
In addition to the STEAM framework delivered throughout the K-12 curriculum, online curriculum will be used to support learning and provide additional resources for many students in grades 5-12. As mentioned earlier in this application, The Hope Source has used online curriculum to support learning since 2013. While this alone has not been

a full educational solution, it is evident that many students can benefit from an individually-paced course of study. DMA has chosen Edmentum's Plato courseware for this purpose.

Plato provides highly interactive, media rich content that is aligned with Indiana's College and Career Ready Standards. These courses, designed for students in grades 5-12, provide flexibility in pacing and the ability for our instructors to adapt and alter sequencing and content to match student needs. A goal we have for all, DMA students on a diploma track will be supported by our on-site team of educators and subject-area, certified secondary teachers contracted through our education consultant, Indiana Charters. As shown in the model below, a Scope and Sequence is designed to comprehensively address national and state standards. Course, unit and lessons structure is designed to group learning objectives into meaningful subsequences based on curriculum topics or themes.

Plato Courseware Model

This diagram illustrates the basis of the curriculum model.



Students in grades K-4 will use researched based reading program, McGraw-Hill Reading Wonders. This program uses a three-tier model of intervention to meet the needs of a wide range of learners. Tier 1 allows teachers to differentiate instruction with flexible reading and writing groups. Students below grade level will have an opportunity to receive strategic, small group instruction in Tier 2 and Tier 3 targets students who need even more intensive reading intervention.

Everyday Mathematics curriculum will provide the base for math instruction grades K-4. Everyday math connects the study of math to real-world and age appropriate contexts at each grade level. This curriculum provides multiple approaches to solve real-world problems including the use of manipulatives tools, spoken and written words, pictures, diagrams and symbols. Everyday Math can easily be customized to meet the needs of various abilities and learning styles.

In addition to the STEM/STEAM curriculum, Grades K-4 will supplement with Indiana Science Essentials and McGraw-Hill Timelinks for Social Studies.

The Hope Source developed a unique partnership with Options Charter Schools beginning in the 2015-2016 school year. Eighteen diploma-track high school students with ASD were receiving therapeutic services through the Hope Source but were referred to enrollment at Options at the beginning of the school year. Though these were Options students, their education was delivered at The Hope Source through a collaboration between The Hope Source's specialized staff and Options teachers. Options also provided support onsite with an administrative liaison, special education director, and technology support services. Though final cumulative performance data is not yet available, this collaboration has clearly been effective, improving greatly on the concept originally designed with the Indiana Cyber Charter School.

To prepare to better deliver the online, supplementary curriculum, Indiana Charters has engaged four experienced online educators to develop process, procedures and methodologies to best meet the needs of the online instruction of the client/students, with STEAM projects blended throughout the day, online instruction both supplements and reinforces learning in a more individualized, private and quiet setting. This provides a customizable blended learning

component to mesh with the STEAM curriculum as appropriate for the learning needs of each individual student. It also provides the rigor needed in a full college and career ready curriculum for the highest results - diploma track students preparing for post-secondary education or to enter the workforce.

DMA's educational program will integrate creative teaching methodologies consistent with the Indiana College and Career Readiness Standards to provide a learning environment that assures each student meets or exceeds these standards for achievement. The need to build a bridge between therapeutic and educational practice techniques and the Indiana College and Career Readiness Standards is critical for all children, especially those with ASD. Federal, state and authorizer performance expectations demand all students to be able to achieve these standards. To ensure that client/students at DMA achieve these standards, our educators and therapists must recognize how ASD affects students' performance in the general curriculum. The January/February edition of *Teaching Exceptional Children* illustrated this concept well in its article "Meeting the Common Core State Standards for Students with Autism" (Constable, Grossi, Moniz & Ryan 2013, p 12).

Table 1. Sampling of CCSS, Classroom Behaviors, and Evidence-Based Strategies

Sampling of CCSS in ELA	Classroom Behaviors	Evidence-Based Strategy
Ask and answer questions to seek help, obtain information, or clarify something that is not understood. K.3 Speaking and Listening	Student may not be able to initiate asking for help or clarification. May sit and do nothing. May try to escape or avoid the task.	Naturalistic intervention Peer-mediated instruction and intervention
Describe how characters in a story respond to major events and challenges. 2.3 Reading Literature	Student may struggle to answer correctly in response to questions about character perspectives and responses.	Social Narratives of Social Stories and Comic Strip Conversations
Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. 5.3 Writing	Student may have difficulty separating fact from fantasy. Student may have difficulty initiating writing tasks or knowing what to write about and be unable to retrieve language needed to write in a sequential organized fashion.	Prompting Visual supports
Analyze how particular lines of dialogues or incidents in a story or drama propel the actions, reveal aspects of a character, or provoke a decision. 8.3 Reading: Literature	Students have difficulty determining how dialogue or incidents in a story propel a character's actions	Social Narratives of Social Stories and Comic Strip Conversations
Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. 11-12.3 Writing	Student may have great difficulty organizing writing with well-structured event sequences and instead may focus on unimportant details.	Visual supports

Note. CCSS = Common Core State Standards; ELA = English language arts.

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.

As previously noted, Dynamic Minds Academy anticipates that most students will have an IEP, therefore DMA will provide a wide range of Evidence-Based instruction both educationally and therapeutically. Teachers will utilize individual assessment and progress monitoring to determine appropriate scaffolds and instructional strategies.

The "Dynamic Twelve" model integrates the following evidence-based therapeutic practices with educational strategies and practices to provide the optimal learning environment for students with ASD:

Applied Behavior Analysis (ABA) – ABA therapy includes many different techniques. All these techniques focus on antecedents (what happens before a behavior occurs) and on consequences (what happens after the behavior). One technique is "positive reinforcement." When a behavior is followed by something that is valued (a reward),

that behavior is more likely to be repeated. ABA uses positive reinforcement in a way that can be measured to help bring about meaningful behavior change.

Cognitive Behavioral Therapy (CBT) – A common type of (talk therapy). CBT extends ABA by helping client/students bring “automatic behavior/response” into conscious thinking, allowing them to evaluate appropriate responses based on a variety of inputs.

Naturalistic Teaching – Incorporates many of the principles of ABA but is more adaptive and responsive to the needs of the student. This method is designed to be incorporated into the existing routines of the client/student.

Joint Attention Intervention – two or more people share attentional focus on an object or event, for the sole purpose of sharing that interesting object or event with each other.

Relationship-based Developmental Models (DIR) – A comprehensive, integrated approach individualized to match the client/student’s level in the social hierarchy. This approach helps the client/student develop appropriate affect and a sense of self as an intentional and interactive individual.

More common Evidence-based Practices include occupational therapy, speech and language therapy, music and art therapy.

STEAM (STEM with arts integrated) Education – An interdisciplinary approach to learning where students apply academic concepts to real-world lessons involving science, technology, engineering, arts and mathematics.

Computer Based Instruction (CBI) – Offers some advantages to traditional one-to-one or group instruction for some client/students with autism. These advantages include easier differentiation of instruction, decreased distractions and the incorporation of a client/student’s relative visual learning strengths into curricular decisions.

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.

Dynamic Minds Academy anticipates that most, if not all, students will have an IEP. Individual needs determined by the Case Conference Committee will direct any differences to our established educational model.

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.

Dynamic Minds Academy’s core curriculum for grades K-12 will combine Science, Technology, Engineering, Arts and Mathematics. (STEAM) Additionally, grades 5-12 will utilize Edmentum’s Plato courseware as a supplemental online curriculum. Plato is fully aligned with the Indiana College and Career Ready standards and allows flexibility in pacing and sequencing for alignment with STEAM units. DMA will utilize the Universal Design of Learning (UDL) guidelines for it’s development of the STEAM curricula which incorporates the Indiana Academic Standards as well as the Common Core correlation guides released by the Indiana Department of Education. The core curriculum scope and sequence is included in Attachment 11.

5. For Blended Learning Operators only:

N/A

Pupil Performance Standards

DMA’s educational program will integrate creative teaching methodologies consistent with the Indiana College and Career Readiness Standards to provide a learning environment that assures each student meets or exceeds these standards for achievement. The need to build a bridge between therapeutic and educational practice techniques and the Indiana College and Career Readiness Standards is critical for all children, especially those with ASD. Federal, state and authorizer performance expectations demand all students to be able to achieve these standards. To ensure that client/students at DMA achieve these standards, our educators and therapists must recognize how ASD affects students’ performance in the general curriculum. The January/February edition of *Teaching Exceptional Children*

illustrated this concept well in its article "Meeting the Common Core State Standards for Students with Autism" (Constable, Grossi, Moniz & Ryan 2013, p 12).

Table 1. Sampling of CCSS, Classroom Behaviors, and Evidence-Based Strategies

Sampling of CCSS in ELA	Classroom Behaviors	Evidence-Based Strategy
Ask and answer questions to seek help, obtain information, or clarify something that is not understood. K.3 Speaking and Listening	Student may not be able to initiate asking for help or clarification. May sit and do nothing. May try to escape or avoid the task.	Naturalistic intervention Peer-mediated instruction and intervention
Describe how characters in a story respond to major events and challenges. 2.3 Reading Literature	Student may struggle to answer correctly in response to questions about character perspectives and responses.	Social Narratives of Social Stories and Comic Strip Conversations
Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. 5.3 Writing	Student may have difficulty separating fact from fantasy. Student may have difficulty initiating writing tasks or knowing what to write about and be unable to retrieve language needed to write in a sequential organized fashion.	Prompting Visual supports
Analyze how particular lines of dialogues or incidents in a story or drama propel the actions, reveal aspects of a character, or provoke a decision. 8.3 Reading: Literature	Students have difficulty determining how dialogue or incidents in a story propel a character's actions	Social Narratives of Social Stories and Comic Strip Conversations
Write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences. 11-12.3 Writing	Student may have great difficulty organizing writing with well-structured event sequences and instead may focus on unimportant details.	Visual supports

Note. CCSS = Common Core State Standards; ELA = English language arts.

Three factors will be considered for promotion: attendance, overall reading level, and grade-level standard mastery, as specified on the report card. In all grades, students who accumulate more than 15 absences during the school year will be considered for retention in their current grade level. Absences resulting from out-of-school suspensions will not be excused. All promotion requirements will be communicated to families upon enrollment.

The Chart Below communicates grade level promotion requirements at DMA for grade K-8. A "10 Point Grading Scale" (i.e. 90-100 = "A", 80-89 = "B", etc.) will be used by DMA.

DMA Promotion Standards Grade K-8				
Grade Levels	Attendance	Grade Component	Credit Component	Final Exam Component
K-2	Absent < 20 days in academic year	Math / ELA standards proficiency greater than 59%	NA	NA
3	Absent < 20 days in academic year	Math / ELA standards proficiency greater than 59% STEAM grades average 60% or higher	NA	IREAD-3 component passed or waiver received
K-8	Absent < 15 days in academic year	Math / ELA standards based STEAM grades average 60% or higher	NA	NA

9-11	Absent < 15 days in academic year	Standards based STEAM grades average 60 % or higher	10 or more per year	NA
12	Absent <15 days in academic year	Standards based STEAM grades average 60 % or higher IEP Transition requirements completed	Indiana Graduation requirements met for General, Core 40, Core 40 with Academic Honors or Core 40 with Technical Honors NOTE – students on a non-diploma track will exit the school after completion of all IEP coursework	GQE

State the proposed school model's pupil performance standards, consistent with Indiana's Academic Standards. 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.
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?

Attachment 12 contains the exit standards as well as policies and standards for promoting students.

High School Graduation Requirements (*High Schools Only*)

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

To graduate, a student at Dynamic Minds Academy must fulfill the graduation requirements for the State of Indiana as established by the Department of Education. Students will work towards a Core 40 diploma, earning credits with the following requirements:

English / Language Arts: 8 Credits
 Mathematics: 6 Credits
 Science: 6 Credits
 Social Studies: 6 Credits
 Directed Elective: 5 Credits
 Physical Education: 2 Credits
 Health and Wellness: 1 Credit
 General Electives: 6 Credits

Students will earn credit hours by successfully demonstrating mastery over the standards established in each course. Teachers assess mastery by monitoring student work and evaluating their growth. By integrating coursework across domains, STEAM classes may allow students to earn multiple credits through the work of one class. Students earn credit by demonstrating satisfactory completion of a course and earn a passing grade higher than a D (60% minimum) in that course.

Student transcripts from other schools will also be reviewed to determine if any coursework completed prior to enrolling at Dynamic Minds Academy may also apply to the Core 40 diploma requirements. In addition, students who can demonstrate proficiency through ECA testing can also earn credits for courses in which they have already demonstrated knowledge. Some courses that are required for the Core 40 will be available for students to take via computer-based instruction. Computer-based instruction may also be used to remediate and supplement STEAM project-based coursework.

Student grade-point averages (GPA) are calculated based upon the grades that students earn in each course, using a traditional scale and averaged upon the points earned for each credit. Student transcripts include the school's contact information, the student's contact and demographic information. In addition, the transcript details the time period during which the student was enrolled at the school, and his or her record of courses taken and credits earned. Each course includes the grade earned and grade-point equivalent for that class. Transcripts also include the student's performance on standardized testing, including GQE. DMA offers elective courses that meet the educational needs of students as determined in the IEP.

All diploma options, Core 40, General, Core 40 with Academic Honors, and Core 40 with Technical Honors are available at DMA. Students determined to be "not on a diploma track" will continue education toward academic and functional standards as developed by the multidisciplinary team through the IEP.

Students work towards a Core 40 diploma. They earn credits and meet all the requirements to earn that diploma. In some cases, students are better suited to seek a General Education diploma due to their unique situation. Maintaining the Indiana Core 40 standard allows DMA students to receive the same accreditation as a traditional high school student. This credential allows them to apply to college, post-secondary programs, military, and employment opportunities, demonstrating they had the persistence and motivation to complete their diploma. To receive a diploma, students must also pass the Graduation Qualification Exam (GQE). DMA purposely structures significant time into coursework to prepare for the ECA exam.

Support for At Risk Students

DMA supports for students at risk are built into the model for every student. The multidisciplinary team can change placement and supports to mediate these risks and keep the client/student on the path to graduation. Intervention therapies can be conducted in The Hope Source "center" or, when applicable, in a home setting. Group learning ratios can be as low as 1:1 using behavior guides who are employed by The Hope Source, and learning activities can be delivered through group STEAM activities or individualized computer assisted instruction – adjusted as needed.

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. NOTE: Limit attachment to ten (10) pages.

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

At the center of the ethos of DMA is that children with ASD should be accepted as naturally different, rather than abnormal or needing to be fixed ("The controversy over autism's most common therapy" 2016). This is the premise that drives the therapy to include but go far beyond Applied Behavioral Analysis (ABA) and into the realm of additional modern therapeutic services (Cognitive Behavioral Therapy, Naturalistic Teaching, Joint Attention Intervention, and relation-based developmental models).

The full integration of therapy and education for students with Autism is an innovative model being studied throughout the world; yet Indiana, a state known for its innovative educational choices, does not yet provide such a public-school option. Virginia Commonwealth University's Center for Excellence in Autism described the advantages of this innovative choice:

Is Integrated Therapy a good match for students with Autism? The answer is Yes! Students with autism have a difficult time generalizing skills from one environment to the next. This is also true for therapy services. Some children with autism may think that new skills learned in the therapy room are specific to those environments and students can be resistant to use new skills in other situations. When a therapist moves into the classroom, the skills are learned in a more inclusive environment with peers who can model skills, teachers who are present to collaborate with the therapist on specific learning tasks and opportune times to "push-in". This practice allows for more intensive, on-going involvement with the entire educational staff. Teachers often desire the modeling and demonstration that can be witnessed while the therapist is in the classroom. The carry over and transfer of new skills to the whole school environment leads to faster skill development. This collaborative strategy leads to enhanced learning and functional outcomes for children with autism (Vicker). Additionally, having an ongoing view of the student's functioning in the general school settings allows for more relevant and meaningful instruction (VCU Autism Center for Excellence).

The culture is created and implemented through commitment to several shared beliefs and core values which include the following:

Students

- All students can succeed
- Each student has his or her own pattern of unique learning
- Everyone involved has high expectations for learning
- Students with ASD have seamless educational transitions
- Students have access to the supports, services, programs, and range of placements they need to achieve their potential

Educators and School Board

- Successful educational practices are evidence-based and founded on research
- Universal design and differentiated instruction provides teachers with effective methods to address the various learning needs of students
- Classroom teachers have the primary responsibility for a student's literacy and numeracy development. Programming for students with ASD will be designed and implemented in collaboration with the classroom teacher and other individuals involved with the student
- Therapy professionals and classroom teachers need to work collaboratively with the broader professional community and families, and have access to coordinated community resources and supports, to create a learning environment that supports students with ASD
- Educators and related professionals must have the competencies and current knowledge, gained through high quality professional development including mentoring, to understand and address the learning requirements of students with ASD
- Educators use instructional strategies that promote student capacity for independent learning and self-determination, including self-advocacy

Program Delivery

- Fairness is not sameness
- Accessible, accountable, connected educational programs and services support coherent and sustainable models of delivery
- Special education services are measurable, responsive to change and enriched by proven innovations
- A coordinated approach among service providers enables student achievement
- Programs, services and supports for students with autism spectrum disorders address the range of core components of effective educational practices, addressing individual strengths as well as needs (such as communication, social interaction, behavior).

Family and Community Involvement

- Parents and students engage actively and collaboratively with educators, therapists and community agencies in decisions related to providing effective programs and services for students with ASD

Students and families will have small group orientation meetings throughout the school year. When students and families join DMA during the middle of the school year, orientation sessions will be held to assist with rapid and effective enculturation.

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

A typical day for a student would be to arrive at 8:00am; and, the student may have support to put lunch and belongings away (sometimes with an Occupational Therapist, coinciding with goals). The student will go into classroom with 3-5 other students and follow the schedule of the day which includes rotations of online individualized curriculum, project group curriculum (STEAM) and Independent Concepts. The student may have 1:1 behavioral support if needed. On a given day, the student may be pulled out for speech therapy.

After the half day, the student will attend lunch in the cafeteria with class and other grade-level peers or may choose to eat independently if overwhelmed by the environment. After lunch, the student will attend specials (art, music or recreation therapy or social group) for 30 minutes. The student then transitions to half day of behavioral therapy where they target social-emotional and executive functioning goals in addition to functional or vocational academic applications. At 3:00, they may have end of the day responsibilities, including getting ready for dismissal.

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

A typical day for a teacher begins at or before 7:15 am. Teachers arrive to classroom and prepare for the day. Morning prep activities consist of addressing all communication needs, such as sending and receiving emails. Teachers may use this time to collaborate with staff about individual student needs and approaches. Teachers will then set up daily schedules, classroom stations, activities, individual work stations before students arrive. Teachers will greet students at their doorway upon morning arrival at 8:00 am. Teachers will assist students, along with Instructional Assistants in beginning the morning routine. This could be a form of nonverbal communication such as gesturing a student to reference the morning message. Teachers may pass out individual visual schedules as students begin working at various assigned stations. When the teacher sounds the classroom "doorbell" students know it's time to come together as a whole group. Teachers, students and all additional support staff will have a daily meeting. Teachers use this time to outline the classroom schedules and discuss any special events. Teachers will then refer to individual student schedules and begin daily instruction rotations as outlined below. Station times vary based on groupings and individual student needs. During stations, additional support staff such as Occupational and Speech therapists may push in or pull a student out for services. Teachers will build daily schedules around support staff accordingly.

Station	Description	Ratio
Focus	<ul style="list-style-type: none"> Teaching new skills Review previous subject Remediate struggling skill Testing and Assessment 	1:1 with Teacher
PLATO	Core content material (Online or Offline)	2:1/ Small Group or Independent
STEAM	Project with differentiated goals for student groups	3:1/ Small Group
Choice	Self-Selected Tasks to reinforce previously targeted content- <ul style="list-style-type: none"> STEAM task bin Journal writing Independent Reading/listening station 	Independent

Lunch transition begins at 11:15 when the teacher rings the classroom "doorbell" Students begin cleaning up and gather as a group to listen to the teacher read aloud. Teachers may be reading a chapter novel or daily selection. The teacher will release her am class to the support staff at 11:30 and take a 30-minute lunch break. At 12:00 PM the teacher would greet a different class and repeat the same schedule as morning. At 3:30 or when all students have been released to go home, teachers may begin afternoon prep time. Teachers will complete daily documentation, complete communication email needs, collaborate with team, grade or modify assignments. Teachers will complete daily responsibilities and leave not earlier than 4:15 PM.

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?

Due to the extended school year, there will be no separate summer school offered at Dynamic Minds Academy.

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.

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

Programs and strategies to develop the students' mental, emotional, social, and emotional health are core programming elements. The therapy component of this hybrid model gives DMA students full access to carefully designed programs that meet the growing needs of students with ASD as they age. It is an important part of all therapy services to have a meaningful opportunity to apply skills. In addition, it is critical that during Transition Planning, the students of transition-age have opportunities for life skills and/or vocational training as part of their educational day. Hope Source Café will be a full-service café that will meet the overlapping therapeutic and educational goals of the students and help train for similar jobs outside of DMA. In addition, the planned location for DMA has a full fitness center for transition-age students to learn skills that can be applied at community places like the Monon Center, the YMCA, and other gyms.

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

N/A

Special Populations and At-Risk Students

IMPORTANT NOTE: Pursuant to federal and state laws, charter schools are responsible for meeting the needs of all students enrolled at the school, including those identified with special needs. School personnel shall participate in developing Individualized Education Programs (IEPs), identify and refer students for assessment of special education needs, maintain records, and cooperate in the delivery of special education instruction and services, as appropriate.

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.

Though many students who enter DMA will have a prior determination for special education services related to ASD, we understand and support the fact that a medical diagnosis of ASD is not an automatic qualifier for special education services. We expect at least 95% of our client/student population to receive special education services.

DMA is committed to providing high-quality instruction and appropriate supplemental services to students with Individualized Education Programs, students with Section 504 plans, English Language Learners, and students at risk of academic failure or dropping out. Accordingly, DMA will implement a comprehensive assessment to identify any students with these needs and serve them appropriately.

DMA will maintain high expectations for all students, embracing their differences and modifying all areas of the educational and therapeutic environment to best meet their needs. This model is not an adjustment of the traditional "mainstream" educational model; it is a model built entirely for students with special 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:

Because LRE is not a place, per se, and varies based on the disability/needs of the individual student, it is up to the EST/CCC to determine what the appropriate LRE is for that student. Parents choose to attend DMA because they believe it is the most appropriate setting and program – academically and socially.

An Individualized Education Program (IEP) will be developed to oversee special education services. The IEP (34 CFR §300.320-300-324) will include the following:

- i. A statement of the child's present levels of educational performance and how the child's disability affects the child's involvement and progress in the general curriculum;
- ii. A statement of measurable annual goals, including benchmarks or short-term objectives;
- iii. A statement of the special education and related services and supplementary aids and services to be provided to the child;
- iv. An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in other activities;
- v. A statement of any individual modifications in the administrations of State or district-wide assessments of student achievement that are needed for the child to participate in the assessment;
- vi. The projected date for the beginning of the services and modifications identified and the anticipated frequency, location, and duration of those services and modifications; and
- vii. A statement of how progress toward annual goals will be measured and how the parents will be regularly informed, at least as often as parents of the non-disabled students, of their child's progress toward the annual

goals and the extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.

DMA will provide special-education and related services to any child with a disability in accordance with the child's IEP and will make a good-faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP. Review of the IEP will occur annually or more frequently if the student is not succeeding. In addition, Extended School Year services (ESY) (34 CFR §300.106) are provided to the child with a disability beyond the regular school year, to provide Free Appropriate Public Education (FAPE) as determined by a child's IEP.

Upon enrollment, the parent will be educated on the benefits of our hybrid model that provides behavioral and cognitive therapy to support the learning of their child. If a parent refuses the therapy portion of the day, we will have an alternative schedule for those students. If a student exhibits violent behaviors beyond the resources available to the school and the parent declines therapeutic support, the EST/CCC will have to determine the appropriate placement for the student for the safety of students and staff.

In the rare instance when a parent declines permission for DMA to bill services through the SBM program, the student will receive the recommended services in his/her IEP. The DMA budget include a line item for Occupational and Speech Therapy services for all enrolled students if SBM is not billed/reimbursed.

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

It is anticipated that over 99% of the students who enroll in DMA will have medical or educational diagnosis or be presenting with problems that our clinical and educational specialists can easily identify, assess and formulate a plan.

In accordance with 34 CFR §300.301-300.311, the referral of students for a full and individual initial evaluation for possible special education services will be a component of DMA's educational processes. DMA will ensure that a full and individual evaluation is conducted for each student being considered for special education and related services. The evaluation will be completed before the initial provision of special education and related services will be provided and will address whether the student is a "student with a disability" in accordance with federal and state requirements and the educational needs of the student.

Based on the requirements of 34 CFR §300.232, DMA will have an IEP in effect for each identified student with a disability. DMA will ensure that the IEP is in effect before special education and related services are provided to an eligible child and that the IEP will be implemented as soon as possible following the IEP committee meeting.

For a student who is new to DMA (including all students in the first year of operation), a Transfer IEP committee will meet prior to or upon the student's enrollment. In this case, the parents must verify that the student was receiving special education services in the previous school district or the previous school district must verify in writing or by telephone that the student was receiving special education services. A second IEP committee meeting must be held within 30 school days from the date of the first IEP committee meeting to finalize or develop an IEP based on current information.

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.

The "Dynamic Twelve" model integrates the following evidence-based therapeutic practices with educational strategies and practices to provide the optimal learning environment for students with ASD.

Applied Behavior Analysis (ABA) – ABA therapy includes many different techniques. All these techniques focus on antecedents (what happens before a behavior occurs) and on consequences (what happens after the behavior). One technique is "positive reinforcement." When a behavior is followed by something that is valued (a reward), that behavior is more likely to be repeated. ABA uses positive reinforcement in a way that can be measured to help bring about meaningful behavior change.

Cognitive Behavioral Therapy (CBT) – A common type of (talk therapy). CBT extends ABA by helping client/students bring "automatic behavior/response" into conscious thinking, allowing them to evaluate appropriate responses based on a variety of inputs.

Naturalistic Teaching – Incorporates many of the principles of ABA but is more adaptive and responsive to the needs of the student. This method is designed to be incorporated into the existing routines of the client/student.

Joint Attention Intervention – two or more people share attentional focus on an object or event, for the sole purpose of sharing that interesting object or event with each other.

Relationship-based Developmental Models (DIR) – A comprehensive, integrated approach individualized to match the client/student's level in the social hierarchy. This approach helps the client/student develop appropriate affect and a sense of self as an intentional and interactive individual.

More common Evidence-based Practices include occupational therapy, speech and language therapy, music and art therapy.

STEAM (STEM with arts integrated) Education – An interdisciplinary approach to learning where students apply academic concepts to real-world lessons involving science, technology, engineering, arts and mathematics.

Computer Based Instruction (CBI) – Offers some advantages to traditional one-to-one or group instruction for some client/students with autism. These advantages include easier differentiation of instruction, decreased distractions and the incorporation of a client/student's relative visual learning strengths into curricular decisions.

- 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).**

In both the development and review (and revision as appropriate) of a child's IEP, the IEP team will consider the strengths of the student and the concerns of the parents for enhancing the education of their child, the results of the initial or most recent evaluation of the child, and, if appropriate, the results of the student's performance on any state or district-wide assessment that has been administered. In addition, the IEP team will also consider special factors such as:

- Whether a child's behavior impedes his or her learning or the learning of others,
- Whether a student is limited English proficient and the language needs of the child as those needs relate to the child's IEP, and
- What the communication needs of the student are and whether the child needs assistive technology devices/services.

Review of the IEP will occur annually or more frequently if the student is not being successful.

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

Setting high expectations for client/students, DMA believes this full program will produce surprising results with high school graduation rates. Again, the school's plan begins with a culture of high expectations. This extends from the staff to the students and their families. The total program, integrating evidence-based therapy service with an appropriate educational program beginning early in the client/student's journey will promote this success goal.

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

All special education personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 CFR §300.156 or appropriate state agency credentials. DMA will employ, minimally, 1 certified special education teacher and 2 other certified teachers per 24 students, to work alongside and in conjunction with subject-area online teachers. Using a multi-certified and multi-strength staff will provide students at DMA with tailor-made support services to meet each individual need. An experienced director of special education services will be contracted through our ESP to ensure compliance with IDEA, Article 7 and all applicable laws and requirements.

Over the last four years, the hybrid model in which DMA will evolve, providing qualified staffing has not been an issue. The teachers testify that a year-round schedule is offset by the decreased stress from low ratios and abundance of trained support staff. They also appreciate the flexibility that standard Paid-Time-Off allows. In addition, the project salary for teachers at DMA will be an increase to what is currently offered in the hybrid model.

In addition, the unique hybrid model affords access to a collaborative team of professionals in which most schools cannot employ. This includes clinical psychologists, school psychologist, social workers, mental health counselors, behavior analysts, speech and occupational therapists, among others. The Hope Source currently employs a Transition Coordinator that ensures the Transition Plan developed by the Interprofessional Planning Committee is implemented. The Hope Source has hired a clinical psychologist as Assistant Clinical Director of Transition Services who specializes in adolescents and young adults with ASD.

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

a. How the school will identify ELL students.

The School will administer a home language survey to identify the first/native language(s) of all students enrolled in the school. This home language survey will be administered to ALL students enrolled in the school, and the survey will be used during the enrollment process to identify the native language of each new student at the time of enrollment into the school. Documentation of a student's native language will be recorded in the permanent record. DMA will implement an identification procedure to survey all students in the school with the following three questions:

- i. What is the native language of the student?
- ii. What language(s) is (are) spoken most often by the student?
- iii. What language(s) is (are) spoken by the student in the home?

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.

DMA will provide equal educational opportunity to language minority students with the appropriate level of English language development to allow for meaningful participation of language minority students in the school's educational programs. Such instruction will take place during the regular school day. A minimum of one (1) hour daily will appropriate for LEP students at English proficiency levels 1-4.

After a determination of needs based on the student population, one or more of the following approaches to instruction may be used:

Transitional Bilingual Education (TBE): TBE is an instructional program in which subjects are taught through two languages—English and the native language of the English language learners—and English is taught as a second language. English language skills, grade promotion, and graduation requirements will be emphasized, and the student's native language will be used as a tool to learn content. The primary purpose of these programs is to facilitate the LEP student's transition to an all-English instructional environment while receiving academic subject instruction in the native language to the extent necessary. As proficiency in English increases, instruction through the student's native language decreases. Transitional bilingual education programs vary in the amount of native language instruction provided and in the duration of the program. TBE programs may be early-exit or late-exit, depending on the amount of time a child may spend in the program.

English as a Second Language (ESL): ESL is an educational approach in which English language learners are instructed in the use of the English language. Their instruction is based on a special curriculum that typically involves little or no use of the native language, focuses on language (as opposed to content), and is usually taught during specific school periods. For the rest of the school day, students may be placed in mainstream classrooms, an immersion program, or a bilingual education program. Every bilingual education program has an ESL component. Pull-Out ESL: A program in which LEP students are "pulled out" of the regular, mainstream classrooms for special instruction in English as a second language.

Content-Based ESL: This approach to teaching ESL makes use of instructional materials, learning tasks, and classroom techniques from academic content areas as the vehicle for developing language, content, cognitive, and study skills. English will be used as the medium of instruction.

English for Speakers of Other Languages (ESOL): English language development (ELD) means instruction designed specifically for English language learners to develop their listening, speaking, reading, and writing skills in English. This type of instruction is also known as ESL, "teaching English to speakers of other languages" (TESOL), ESOL. ELD, ESL, TESOL, or ESOL standards are a version of English language arts standards that have been crafted to address the specific developmental stages of students learning English.

Sheltered English: An instructional approach used to make academic instruction in English understandable to English language learners to help them acquire proficiency in English while at the same time achieving in content areas. Sheltered English instruction differs from ESL in that English is not taught as a language with a focus on learning the language. Rather, content knowledge and skills are the goals. In the sheltered classroom, teachers use simplified language, physical activities, visual aids, and the environment to teach vocabulary for concept development in mathematics, science, social studies, and other subjects.

Structured Immersion: In this program, language minority students receive all of their subject matter instruction in their second language. The teacher uses a simplified form of the second language. Students may use their native language in class; however, the teacher uses only the second language. The goal is to help minority language students acquire proficiency in English while at the same time achieving in content areas.

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

DMA will assess all students whose first language is other than English to determine whether a student is Fluent English Proficient (FEP, see level 5) or Limited-English Proficient (LEP, see levels 1-4). Each spring, all LEP students must participate in the WIDA proficiency assessment. Newly enrolling students must be assessed for identification as LEP using the WIDA within thirty calendar days of enrollment at the beginning of the school year or within two weeks during the school year.

Assessment shall, to the extent possible, include listening, speaking, reading, and writing abilities, as well as academic achievement. Language proficiency levels are described below:

- i. **Beginner (Level 1):** Students performing at this level of English language proficiency begin to demonstrate receptive or productive English skills. They can respond to some simple communication tasks.
- ii. **Early Intermediate (Level 2):** Students performing at this level of English language proficiency respond with increasing ease to more varied communication tasks.
- iii. **Intermediate (Level 3):** Students performing at this level of English language proficiency tailor the English language skills they have been taught to meet their immediate communication and learning needs. They can understand and be understood in many basic social situations (while exhibiting many errors of convention) and need support in academic language.
- iv. **Advanced (Level 4):** Students performing at this level of English language proficiency combine the elements of the English language in complex, cognitively demanding situations and can use English as a means for learning in other academic areas, although some minor errors of convention are still evident.
- v. **Fluent English Proficient (Level 5):** Students performing at this level of English language proficiency communicate effectively with various audiences on a wide range of familiar and new topics to meet social and academic demands. Students speak, understand, read, write, and comprehend in English without difficulty and display academic achievement comparable to native English-speaking peers. To attain the English proficiency level of their native English-speaking peers, further linguistic enhancement and refinement are necessary.

NOTE: Oral language skills will not be the sole criterion for determining language proficiency. Academic achievement and writing and reading abilities in English must also be considered as assessed with the WIDA proficiency assessment.

DMA will have specific criteria established to ensure appropriate placement and subsequent delivery of services to exceptional language-minority students. The Pre-Referral process to Special Education should include an assessment in the native language and in English to provide evidence that difficulty exists in both languages. A referral should be made only after all other avenues have been explored and it has been determined that the child's needs cannot be met by the regular education program.

Retention of language minority students will not be based solely upon English language proficiency. Appropriate classroom modifications should be made for each language-minority student to ensure meaningful participation in the educational program.

DMA will continue to provide English language development services to LEP students until they attain an Overall/Composite score of Level 5 on the summative WIDA proficiency assessment. Services for Level 4 students may be modified based on the students' needs.

Upon the first Overall/Composite score of Level 5, students are exited from daily English language development services and reclassified as FEP for reporting purposes and they begin informal monitoring. At this point students no longer generate funding. The following Spring, upon the attainment of the second Overall/Composite score of Level 5 on WIDA, students enter the formal two-year monitoring period required by Title III to ensure continued academic success. After the second score of Level 5, students will no longer participate in WIDA.

DMA will provide evidence that communication between the school and the home, whether about language-minority student progress or school activities, is conducted, to the extent possible, in the native/preferred language of the home. DMA will maintain records that indicate the following:

- i. The native language of the student,
- ii. The English language proficiency level of the student,
- iii. The type and frequency of English language development services offered,
- iv. The instructional and assessment adaptations made based on level of English proficiency, and
- v. Other intervention strategies employed.

The method of maintaining this information for each language-minority student is the Individual Learning Plan (ILP). ILPs are developed for each student and updated annually based on their Overall/Composite of English proficiency on WIDA. ILPs are developed by the ESL teacher in collaboration with the classroom teacher. Accommodations used on ISTEP+ must be those already in place for regular classroom instruction that are outlined on each ILP.

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

All English Language Learners (ELL) personnel will be certified, endorsed, or licensed in the area of assignment. Additional ELL personnel will either be employed or contracted with depending on the students' needs at the school. DMA will participate in training programs designed to help the development and implementation of these guidelines offered; these will be facilitated by the Office of English Language Learning & Migrant Education, including in-service and technical assistance. Other resources for staff development may include courses available through the Regional Educational Service Centers, various university-level courses, annual conferences held by the Office of English Language Learning & Migrant Education, Indiana Teachers of English to Speakers of Other Languages (INTESOL) and the national Teachers of English to Speakers of Other Languages (TESOL) and National Association of Bilingual Education (NABE) conferences.

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.

DMA believes that there will be interventions embedded into the daily life of the school to address students who are functioning below grade level. School academic operations will include an established strategy of increasingly intensive steps when a student is not learning or progressing at an effective pace. The following measures will be implemented to monitor and ensure that students are making adequate academic progress.

1. **Team Meetings:** A collaborative team composed of educators and administration will be established to address the following tasks:
 - i. Identify and map objectives.
 - ii. Create schedules for learning.
 - iii. Develop formative assessments.
 - iv. Establish criteria for success.
 - v. Assess student progress.
 - vi. Assign interventions.
2. **Formative Assessments:** DMA will conduct periodic assessments to gather data. Educators will utilize the results to monitor student progress. Intervention strategies will be assigned for students not making adequate growth.
3. **Intervention Strategies:** Under RTI, students identified as needing additional assistance to ensure adequate academic performance will be engaged in intervention strategies that will focus on the individual needs of the student. Intervention strategies will include, but not be limited to:
 - i. **Student Centered:** Two co-curricular activities, peer tutoring, student council monitoring, privilege system
 - ii. **Faculty Centered:** Faculty advisors, team attendance meetings, guided study, tutoring
 Parent Centered: Parent monitoring, parent communications, mid-marking period progress reports, daily progress reports.

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.**

DMA will provide students with a rigorous classical education in the liberal arts and sciences. For those students who are academically advanced, additional opportunities will be provided to enhance their education, e.g., additional electives. DMA understands that students can be gifted in one area or another and not necessarily tied to their cognitive scores.

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

All personnel will be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 CFR §300.156 or appropriate state agency credentials. Additionally, DMA will seek professional development opportunities for better preparing staff to meet the needs of these students.

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

Any student with an IEP shall have his or her program reviewed annually or more frequently should the student not be making adequate progress towards his or her goals stated within the IEP.

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.**

Student recruitment and marketing will continue to be conducted primarily through professional and community organizations that support students with ASD and their families. DMA will ensure that all potential applicants thoroughly understand the school's mission and focus. Any student who enrolls, including those without special needs or diagnosis (medical or educational) of autism, will be given equal access to admission. DMA will also work with local public school districts, charter schools and other service providers to portray a full understanding of its mission.

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.**

As part of the parent orientation process, the student discipline policy will be discussed in detail. It will also be included in the DMA student/parent handbook. The student discipline culture in an integrated therapy and educational

setting differs from that of a traditional public school. Behavior interventions will commonly be a part of the therapy support services as implemented through the evidence-based practices incorporated in student IEP's and Behavior Intervention Plans (BIP). However, safety of all students and staff takes priority when behavior problems escalate. When necessary, the discipline policy outlined in ATTACHMENT 15 will be implemented.

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 most recent A-F Model (Public Law 221) letter grade as reported by the Indiana Department of Education ("IDOE"). Letter grades can be found on the IDOE website: <http://www.doe.in.gov/improvement/accountability/f-accountability>.

School	Type	School Grade (2016-2017)	PK	K	1	2	3	4	5	6	7	8	9	10	11	12
Amy Beverland Elementary	Public	A			119	126	147	153	119	133						
Belzer Middle School	Public	C									566	590				
Brook Park Elementary	Public	D			95	116	97	110	94	119						
Crestview Elementary School	Public	D			76	97	95	88	89	90						
Early Learning Center	Public	C	439	948												
Fall Creek Valley MS	Public	D									654	620				
Forest Glen Elementary	Public	A		116	112	111	101	96	95	87						
Harrison Hill Elementary	Public	A			103	123	125	138	135	134						
Indian Creek Elementary	Public	C			95	120	117	119	122	125						
Lawrence Central High School	Public	B											585	619	597	585
Lawrence North High School	Public	B											633	656	669	566
Mary Evelyn Castle Elementary	Public	B			119	113	113	119	119	118						
Oaklondon Elementary	Public	D			87	94	94	108	100	123						
Skiles Test Elementary	Public	C			80	67	83	101	76	89						
Sunnyside Elementary	Public	C			126	113	107	132	127	146						
Winding Ridge Elementary	Public	D			99	105	108	121	134	125						
Cornerstone Baptist Academy	Private	C	10	11	6	15	7	10	13	12	12	6	7	7	4	4
Heritage Christian School	Private	A	67	54	60	74	65	53	87	90	87	106	113	95	117	93
Holy Cross Lutheran School	Freeway	B		28	34	30	34	37	30	24	24	22				
Horizon Christian School	Private	C		13	17	15	22	25	25	33	17	32	31	17	18	25
Saint Lawrence School	Freeway	C	34	21	27	17	25	21	23	20	16	29				
Saint Simon The Apostle School	Freeway	A	48	69	69	61	63	74	79	79	76	79				
TP Schools	Freeway	A	82	21	28	17	23	26	22	14	13	12				

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 Dynamic Minds Academy model, the first in Indiana to fully integrate modern therapeutic practice with accredited public education, will develop as a scalable and replicable model. The founding board is committed to the vision that DMA's model should eventually become available for students with ASD throughout the state. Though initially

implemented at one physical location in central Indiana, the growth model assumes additional physical sites, beginning after the third year of operation. New sites will only be added once existing sites are reaching capacity; demand for services are established in new locations; the existing site(s) are operating effectively (see "Performance Management" section, p. 38); the financial condition of the existing operations is solid; and when a therapy provider can be identified to work with the new school site. This controlled growth model allows for the additional orientation / support needed to implement the project-based and online educational components. Within five years, DMA hopes to reach an enrollment of 350 students. Though the current capacity is set at 500 students, this model is ultimately only limited to the number of therapy sites with the capacity and desire to integrate educational and therapeutic services at their locations in Indiana.

The current enrollment that will transition from The Hope Source/Options hybrid model, is 84. Enrollment from 2017 to 2018 doubled without any marketing, only word of mouth on the success and prospect of this kind of charter school opening soon. With the authorization of DMA and little marketing, enrollment can be realistically expected to reach a minimum of 120 students by August 2019.

One source of referrals is Options Charter School. Michelle Olsen, Special Education Director at Options Charter School provides support and information to families of students with ASD struggling in their schools. Students that failed in traditional public school and not thriving at Options have successfully transferred to the hybrid model. Based on the past three years, it can be expected that Options may have 4-10 realistic referrals per year. That is only one charter school and referral source.

There are only three specialized schools for students with ASD in the Indianapolis Metro area. Two are private schools with tuitions of \$12,000-\$18,000 per year – these schools do not provide any therapeutic intervention that we are aware of. One charter school, Damar Charter Academy, is available on the southwest side of Indianapolis. Its enrollment largely comes from those living in the residential facility on its campus. Damar Charter meets the needs of its students under the federal and state guidelines. Damar has related ABA centers in other locations and students may transition daily to other location to receive those services but it is not understood to function as a hybrid model. Its enrollment has remained constant and we are unsure of the reason for lack of growth.

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.

Parents have always been a key partner in the success of The Hope Source. These opportunities will be further expanded with the new building and the opening of DMA. Current activities that will be carried forward to the 2019-2020 opening of DMA are listed below:

- Parents of client/students are required to meet onsite with a counselor (psychologist or psychiatrist) a minimum of once per month. This is time to not only report progress but extend learning and reinforcement of evidenced-based practices at home. It is integral to DMA's mission that therapies taught at the facility are reinforced in other settings.
- Parent Support Groups meet monthly at the DMA/Hope Source facility.
- The Hope Source and DMA (added upon authorization) provide an active, moderated group Facebook page that can be found at: <https://www.facebook.com/asdhopesource/>
- Coffee Thursdays provide a more informal setting for direct interaction with the CEO

The opportunity for real-world application and experiences for the population is at the heart of DMA's mission. Therefore, engagement with the community is a natural and critical aspect of the school.

The Hope Source has revived its program called "Community Visitors", in which members of the community with a related job, hobby or talent in the focus area of the current "topic," volunteer to speak, demonstrate or engage with the client/students or invite client/student teams for a private tour at their business. For example, during a STEAM project unit on bread, client/students visited a local bakery and watched donuts being made. During a project unit on nutrition, a local dentist visited to talk to the adolescents about how food impacts their teeth. This program has been very successful in the past, engaging both the client/students and the community members (bankers, EMTs, Eagle Scouts, etc.) together for an enriching experience.

The Hope Source and DMA have established strong relationships with the YMCA and the Monon Center to allow client/students to sign up for classes or learn how to exercise on the machines and navigate a locker room.

Building on these relationships will allow DMA to provide "guide support" with no additional cost or membership for the guide.

Navigating the complex issues of helping families optimize the Medicaid benefits and parent resources to provide all the services a child with ASD needs to thrive has been a part of The Hope Source since its opening. Recently, The Hope Source developed a relationship with Damar, Inc. to provide respite services after school for those with access to the Medicaid waiver funds for respite care. The Hope Source is developing a relationship with the Autism Society of Indiana and their Respite Care Program for those who do not have access to the waiver.

The Hope Source and DMA school developers are also working with Dr. Victoria Wilburn and the University of Indianapolis Occupational Therapy department to collaborate on research. The topic of interest is "Inter-Professional Planning for Transition Plan Development for ASD." It is critical that professionals collaborate and with the family for optimal treatment and goal planning. The model will integrate educators and therapists in-school and out-patient to prevent duplication of services and opposing goals, while encouraging consistent approaches for the benefit of the client/student. This partnership will drive the revamped transition service, "Apprenticeship Program" and integrate Autism Speaks/Virginia Commonwealth University's "Community-based Assessment" to help professionals use and apply this tool for effective Transition Planning, whether for the IEP or Treatment.

The local Telamon Foundation granted The Hope Source \$8,800 for the building of a commercial kitchen and laundry facilities to begin a program currently called "The Hope Source Cafe." The program focuses on the development of vocational and independent living skills. The Cafe will provide coffee and light food items for staff to purchase for breakfast and lunch. Healthy, packaged snacks will be available to client/students for purchase. Adolescents 16 and up will be given priority for work shifts in which they will maintain budget, inventory, menu, ordering, preparation, selling and cleaning standards. Local coffee roasters and farmers will be sources for purchasing inventory. Once established, DMA and The Hope Source will offer parent breakfasts and give parents an opportunity to directly engage with the program and support our client/students.

Performance Management

IMPORTANT NOTE:

Education One will evaluate each charter school's performance annually and for renewal purposes according to a set of academic, financial and organizational compliance performance standards that are incorporated into the charter agreement. The academic performance standards will consider proficiency, growth and comparative performance based on state standard.

1. Each school authorized by Education One will be evaluated according to a consistent set of indicators and measures agreed upon between the applicant and the authorizer and included in the Charter Agreement. 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.**

Included in DMA's goals are:

- All teachers are proficient in project based (STEAM) instruction and highly qualified educators.
- We give back to the community through service learning projects and community service.
- Our students move to the next level of learning with the will, skill, capacity and knowledge to bring about positive change to themselves, others, and their community.
- We create an environment of respect, where everyone is valued and each voice is heard.
- We are transparent and are communicative with students and the families we serve.
- We create a community of teachers where everyone is supported and encouraged to teach with freedom and creativity.
- Our budget will continue to have increased income over expenses from year to year.
- We have 60 days cash surplus in reserve by our fifth year.

- We retain 95% of our students from year to year.

Measures and Assessments for Above Goals:

Teachers will compile an annual self-evaluation that includes teaching goals they met, administrative feedback, and an overall school assessment. Parents will be asked to complete a survey that measures parent satisfaction and solicits ideas for change and improvement at the end of every school year to measure parent satisfaction. DMA will collate the information gathered from the teacher self-evaluations and parent surveys and evaluate the results for improvement in the coming year. Charter schools are schools of choice; their success is reflected in the retention of students. As a measure of accountability, DMA will strive for a 95% student retention rate (excluding exiting graduates and families relocating out of area). Parents of both returning and exiting students will be asked to indicate how the DMA program has met or not met their student's expectations and/or needs. This information will be analyzed and reviewed by the Governing Board. DMA will make every effort to provide all stakeholders, especially parents, with the progress and development of the school. We will also ask that exiting students (and their parents) complete exit interviews so that we may continually improve the quality of our school. Finally, we will ask that the Governing Board provide an end-of-year evaluation that looks not only at school achievement, but at our fiscal accountability and our service to the community.

2. In addition to mandatory state assessment and testing requirements (ISTEP+, IREAD-3, 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, STAR).

Assessment System: The assessment system plays an important role in changing the culture of a school to one that focuses on student outcomes and accepting rigorous accountability. This focus is driven by "assessment for learning," which serves to help students improve. The key is not merely to determine the status of learning but also to promote greater learning. This important difference includes teaching students to understand what the assessment means to them. The key is for students to become self-assessors.

After data-driven instruction, formative assessments will be given to determine areas of growth and will be used to continue to identify instructional priorities. Assessments are an integral part of the education model because they measure instructional effectiveness and student achievement. In particular, formative assessments are the processes used to drive instructional practice since they provide a systematic and regular measurement of students' progress in the classroom. Further, timely and specific feedback based upon formative assessments of student performance on grade level standards establishes individualized goals for all students (Marzano).

Focus Beyond Mandatory State Assessments:

- Pre & Post tests will be utilized to assess knowledge.
- Training teachers to utilize depth of knowledge (DOK) questions (Level 1 to Level 4) to design these formative tests.
- Using frequent formative and benchmark testing to continuously adjust instruction based on results.
- Using data and data walls with all teachers for continuous monitoring of students and frequent adjustment to student instruction, especially for intervention students.
- Developing formative tests matched to specific standards or clusters of standards drawn from the Indiana State Standards.
- Using grade-level teams and vertical teams to dialogue about results—with colleagues, parents, and the therapy team.
- Continually providing PD regarding formative and summative assessment and how to apply the results to improve student achievement. The assessments we plan to use include NWEA testing in the fall, winter and spring each school year.

Academic progress, measurement and evaluation:

At Dynamic Minds Academy academic progress is implemented within a framework of continuous improvement to ensure its validity and the development of supporting tools to meet the needs of each individual student. The development of the education model was based on Robert J. Marzano's 35 years of research. Its structure enables

administrators and teachers to better understand, explain, and predict the elements needed to facilitate each student's mastery of the Indiana Academic Standards. Educational best practices, technology, communication, and documentation tools are created and revised to support the implementation of the model and ensure that teachers have the support necessary to meet the needs of each student. The components below create a cycle that teachers follow to ensure students are mastering all their grade level standards in the curriculum. The academic standards and benchmark systems that will be used to monitor progress are described in Attachment 12.

Component 1: Baseline Assessment and Data

Baseline assessment provides all stakeholders with the information needed to identify students' strengths and weaknesses; effectively target instruction; and set school-level, classroom-level, and individual student-level goals. This starts at the beginning of the school year with the review of students' scores from the state-mandated assessment of the previous school year. Baseline data is obtained throughout the year with standards-aligned pretests that are utilized prior to each new unit of instruction.

Component 2: Data-Driven Instruction

The school's leaders and teachers will analyze baseline data from the school's student information system and then provide targeted professional development to equip teachers with the instructional strategies that best meet the needs of each student. Teachers then have the information needed to effectively adjust instructional focus through spiral teaching and employ regrouping and other differentiation techniques to ensure that each student is making progress towards mastery of specific skills and content. By using this innovative approach of data-driven instruction and basing teacher support around meeting the needs of each student, the schools will ensure a culture of continuous improvement and increased student achievement.

Component 3: Assessment

After data-driven instruction, formative assessments will be given to determine areas of growth and will be used to continue to identify instructional priorities. Assessments are an integral part of the education model because they measure instructional effectiveness and student achievement. In particular, formative assessments are the processes used to drive instructional practice since they provide a systematic and regular measurement of students' progress in the classroom. Further, timely and specific feedback based upon formative assessments of student performance on grade level standards establishes individualized goals for all students (Marzano).

Component 4: Grading

Academic grades will only reflect the standards taught. Grading a student's work solely on standards allows the schools to have a true indicator of the proficiency level of students since grades will not be skewed by non-academically related aspects such as neatness and timeliness. Students will be given enough opportunity to practice what is taught and multiple opportunities to master a concept. The school's grading philosophy is described in more detail in Section II of this application.

Component 5: Reporting

Formative assessments will be graded at the most specific level of the Indiana Academic Standards to facilitate data collection. As the data is collected, it is reported within the electronic grade book in various formats for straightforward data analysis. The data is then reviewed according to the specified standard for targeting individual student needs on specific skill expectations. It will also give teachers, parents, and students access to online student data. Student achievement data will be included in each student's file and will make year-to-year evaluation and tracking of benchmarks more efficient. It will also provide students, parents, teachers, and administrators with information to make decisions about differentiating instruction for each student.

Component 6: Decision

Decision is the final action. Based on the data, teachers and administrators will make the decision to either move on to a new standard and begin with a baseline assessment or revisit the same standard through data-driven instruction. This allows teachers to reach students who need remediation or acceleration through differentiated

instruction. A unique and innovative aspect of this education model is the fact that the schools do not simply move on to the next standard after assessment but may continue re-teaching based on students' needs. The teacher will re-teach, either by whole-class or small-group instruction until all students have mastered the standard.

The founding members of DMA came together because they feel that they can create a great school. DMA fully expects the curriculum and instructional strategies to produce great results. However, if at any time the data supports evidence that the proposed curriculum or instruction is not effective, DMA will take immediate action to correct it. Potential actions include:

School-wide level:

If we are not successful on a school-wide level, we would look to determine if it is our curriculum or our instructional strategies that are falling short. We would continue to research the most current best practices in reading, writing, math, science, and social studies and modify our curriculum and/or instructional strategies to ensure students are successful.

Classroom level:

If we are not successful on a classroom level, then we would first look at the practices taking place in that classroom (i.e., the teacher). If it appears a teacher is not effective, the educational director will implement an improvement plan. The teacher will be observed, given feedback, and fully supported to ensure steady improvement. The amount of time that a teacher is given to improve will depend on the initial struggles. If at the end of the improvement plan timeline the teacher is still not making gains, the teacher will be removed from the position.

Individual student level:

When an individual student is not successful, the multi-disciplinary team will convene to identify the struggles and name the interventions necessary. The interventions will depend on the student's needs. The interventions could be behavioral, academic, or social. If, after the interventions are in place, the student continues to struggle academically or behaviorally, the multi-disciplinary team will reconvene to evaluate the current interventions and identify next steps. The team may propose additional interventions, or they may refer a student for an educational evaluation. Corrective actions could be triggered many ways. If a student, or group of students, is not performing well on an assessment we would assess necessary actions to improve results. If multiple students in one class are not performing well, we would investigate if it is related to teacher effectiveness or if it is an anomaly with that particular group. The educational director is ultimately responsible for overseeing that the necessary changes take place either school-wide, in a classroom, or on an individual level.

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 DMA Board will develop a strategic oversight calendar that will determine which items and what frequency these will be reported so that progress can be documented and reviewed. Initially, this data will include at least: grade performance; attendance; behavior measures; current credit attainment; total enrollment per grade level; performance on ISP goals (e.g. percentage of students making progress); and graduation data (students on track to graduation). This data will be collected through spreadsheets and distributed to school managers as well as to the DMA Board. The Assistant director will be responsible for the collection of this data. The results of this data will be used on a periodic basis by the Board and the Director to set goals and make appropriate changes to DMA procedures. DMA will likely seek outside review of several of these measures from strategic partners.

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.

DMA will utilize PowerSchool to manage student performance data. This system will be managed from a data standpoint by Indiana Charters. However, DMA personnel will be entering, updating, and interpreting the data in the system with Indiana Charters' assistance.

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

DMA leadership and teachers will receive training on analyzing, interpreting, and using performance data from PowerSchool from Indiana Charters who has experience using the data from this system in working with several other schools.

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

The DMA Board will analyze at least quarterly various performance data generated through these systems to evaluate if the goals and expectations are being accomplished. If the performance is not what is expected by the Board, Education One, L.L.C. or the Indiana Department of Education, the Board will call a special meeting that will include at least school leadership, the board, any key partners including, but not limited to Education One, L.L.C., any therapy providers under contract at the time, and Indiana Charters to build a plan to remedy the situation. Other specialists could be called in as well. It is expected that before that came to pass, that the Board would notice the trends in the data and be calling on the Director/Principal to start creating action plans to resolve the performance.

SECTION III: IMPLEMENTATION PLAN

Human Capital

Network-wide Staffing

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

NOTE: If the requested information is already included in the business plan (Attachment 9 of the proposal), you do not need to complete this table.

	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools	1	1	1 (2 sites)	1 (2 sites)	1 (3 sites)
Number of middle schools	1	1	1 (2 sites)	1 (2 sites)	1 (3 sites)
Number of high schools	1	1	1 (2 sites)	1 (2 sites)	1 (3 sites)
Total schools	1	1	1 (2 sites)	1 (2 sites)	1 (3 sites)
Student enrollment	150	200	250	300	350
Management Organization Positions					
Director/Principal	1	1	1	1	1
Total back-office FTEs	1	1	1	1	1
Elementary School Staff					
Principals					
Assistant Principals (Assistant Director)	0.5	0.5	0.5	0.5	0.5
Curriculum Coordinator	0.5	0.5	0.5	0.5	0.5
Special Education Director	0.5	0.5	0.5	0.5	0.5
Assistant Special Education Director			0.5	0.5	0.5
Assistant Curriculum Coordinator			0.5	0.5	0.5
Classroom Teachers (Core Subjects)	7	7	10	12	14
Classroom Teachers (Specials)					
Student Support Position 1 [e.g., Social Worker]					
Student Support Position 2 [specify]					
Specialized School Staff 1 [specify]					
Specialized School Staff 2 [specify]					
Teacher Aides and Assistants	7	7	10	12	14
School Operations Support Staff					
Total FTEs at elementary schools	15.5	15.5	22.5	26.5	30.5
High School Staff					
Principals					
Assistant Principals (Assistant Director)	0.5	0.5	0.5	0.5	0.5
Deans					
Curriculum Coordinator	0.5	0.5	0.5	0.5	0.5
Special Education Director	0.5	0.5	0.5	0.5	0.5
Assistant Special Education Director			0.5	0.5	0.5
Assistant Curriculum Coordinator			0.5	0.5	0.5
Classroom Teachers (Core Subjects)	7	11	12	14	16
Classroom Teachers (Specials)					

	Year 1	Year 2	Year 3	Year 4	Year 5
Student Support Position 1 [e.g., Social Worker]					
Student Support Position 2 [specify]					
Specialized School Staff 1 [specify]					
Specialized School Staff 2 [specify]					
Teacher Aides and Assistants	7	11	12	14	16
School Operations Support Staff					
Total FTEs at high schools	15.5	23.5	26.5	30.5	34.5
Total Network FTEs	32	40	50	58	66

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?

N/A

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.

We will access multiple effective pipelines in scouting talent. Other organizations such as the New Teacher Project, Teach Plus, and education students at Trine University, Ball State University, Indiana University, University of Southern Indiana, Hanover College, University of Evansville will be accessed on behalf of DMA. DMA will not discriminate regarding race or ethnicity during our search. DMA will prioritize any individual who best fits our school model and we recognize the importance of recruitment from a diverse pool of talent. Moving forward, we will continue to consult practitioners and experts who have a clear sense of the school we are establishing, including our wide network of Building Excellent Schools and, in turn, talent that aligns with our philosophy and are representative of the community. Recruitment for Year one will begin immediately following authorization.

DMA will: meet all federal requirements of "highly qualified" for each position; verify transcripts, test scores, and other data related to "highly qualified" status; complete a criminal background check before finalizing employment contracts; and maintain files with up-to date documentation for each teacher. Indiana Charters, in the hiring of the computer-based instructional staff, will verify the same requirements to the DMA board of directors.

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?

A rigorous interview process, including resume screening, phone interview, demonstration lesson with feedback, re-teaching based upon feedback, and in-person interview will be utilized to ensure the quality of candidates prior to offering a position. The hiring process is designed to ensure we are inviting candidates to join our organization who match the following criteria: **Alignment** – believes in mission and our core values; **Intelligence** - demonstrates capacity to learn and achieve; **Coachability** - takes and implements feedback; **Initiative** - is action-oriented, exudes a sense of energy/urgency; **Strong communication** – has strong verbal/written skills; **Mission alignment** – keeps highest expectations, relentlessness/grit, no excuses; **Content knowledge** – develops literacy skills in lower grades, content in upper grades; **Classroom skill** – has strong behavior management and delivers strong instruction (rigorous lesson plans/assessments); and **Team orientation** – works well with other, with mindset that team trumps individual. Criminal background checks in accordance with I.C. 20-26-5-10.

If a teacher or school leader is not performing to standard, s/he will be placed on an improvement plan that outlines the specific timeline necessary to make improvement if employment at DMA is to continue. While all DMA

employees are at will, the evaluation cycle creates a fair, transparent process wherein teachers have regular updates on their progress and their standing with regards to continued employment. In cases where an instructional concern may lead to termination, employees will have received frequent observations, feedback, and opportunities to improve.

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 Educational director has worked in the therapy/education center of the Hope Source for several years. Support will come from mentoring and consultation through seven-day-a-week support and face-to-face meetings at least weekly with our educational consultant from Indiana Charters – see Kevin Davis qualifications. The leadership evaluation tool has not yet been developed.

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?

The safety of the students is always the priority. If the performance puts the students at risk, the employee should immediately be removed from the situation. As soon as development needs or concerns are identified, the immediate supervisor of that employee should establish the urgency of the training and determine if it needs to happen prior to the next scheduled development session. If so, the training should be scheduled immediately. Other less urgent needs for training or development will be identified by DMA management, the therapy providers, and Indiana Charters as they observe the operations of the school or review the school results. The Board will also endeavor to make sure that the Director/Principal receives the training that she needs. Turnover of teachers and assistants is expected. Training and strategic pairing of experienced employees with new employees will be encouraged to give the students some amount of continuity while new employees are introduced into the classroom.

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.

Employee insurance and benefits will be provided to full-time salaried positions and are calculated at 33% of salary amounts. The initial average teacher salary of \$42,000 will fairly compensate teachers who wish to work in an integrated therapy and education model for a regular 10 month school year. This is approximately 10% lower than what we expect to be a competitive salary for a year round school with teacher/student ratios as low as we anticipate. The difference in pay is budgeted to be closed at the end of the first year through a bonus payment and in the second year by increases in salaries to make up the difference. All listed salary positions and hourly positions will ideally receive a 3% raise each year. Title II funds will be used for recruitment and retention of teachers. Plans will be developed during the application process in year 1.

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.

The educational director will ensure that professional development is aligned with the evaluation standards of teachers, educational philosophy of the school, and the required measures necessary to elevate student achievement. DMA will strategically rely on internal and external professional development to ensure a full, seamless, and highly successful implementation of our rigorous academic program. The Hope Source staff will provide PD devoted solely to professional development of staff to work effectively with students with ASD every other week. The staff will have access to approximately 40 hours of internal professional development over the course of the school year.

Prior to the start of each school year, teachers will participate in a series of professional development sessions. In the school's first year of operations and ongoing thereafter, teachers will attend 18 after school sessions of

professional development throughout the school year, with two full eight-hour days before the start of school. This professional development is designed to ensure teachers will be able to: **(a)** Internalize our structured, supportive, and achievement-oriented school culture and produce strong academic gains for all students; **(b)** Establish and maintain a structured, disciplined, achievement-focused school and classroom environment that upholds high academic and behavioral expectations for every student and embodies the school's mission; **(c)** Hold each student accountable to behavioral and learning expectations, including following and implementing policies for such things as behavior, homework, and academic support; **(d)** Analyze assessment data and use it to craft strategic instructional action plans to close skill gaps and accelerate academic achievement; **(e)** Use Indiana Academic Standards, and standards-based and internal standards to develop unit assessments, unit plans, and lesson plans that allow students to access and master grade-level skills and content each year; **(f)** Craft project-based (STEAM) lesson plans that are rigorous for the grade level and that include sufficient time for independent practice and concrete checks for understanding to assess to what degree each student met the lesson objective; **(g)** Serve special needs students appropriately and effectively to ensure they reach ambitious academic goals in accordance with their Individualized Education Plans; **(h)** Participate in a professional learning community in which each educator is responsible for seeking and accepting critical feedback and support and committed to improving professional practices in order to advance student achievement; and **(i)** Commit to upholding the school-family- student commitment and expectations defined in the staff handbook and Family and Staff Accountability Contract.

During the week following administration of interim assessments throughout the year, the educational director and teachers will participate in a professional development session targeted at analysis of interim results. The educational director will facilitate analysis of assessment results, identification of trends in student progress and gaps in skills and proficiency levels, and creation of instructional action plans for individual students, sub-groups, classes, and grade levels. At least once a week, the teachers and principal will devote an hour to working in professional learning communities, preparing for instruction and assessments. During professional development, teachers, led by the educational director, teacher leaders and/or outside consultants, will: **(a)** examine research, observation data, lesson plans, assessments, videos of instruction, and student outcomes in a strategic focus area for improvement (i.e. phonemic awareness, making inferences); **(b)** model and practice instructional strategies; **(c)** identify concrete short-term action items to improve their practice; and **(d)** norm lesson plans and execution. In addition to formal annual observations and evaluations, the educational director will observe all teachers a minimum of once per week throughout the academic year and provide targeted feedback to reinforce effective practices and facilitate improvement.

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.

Professional Development Schedule (prior to school opening)

Teachers and instructional assistants will receive a variety of trainings during the two weeks prior to school starting. A tentative schedule is outlined below:

Dates	Training
July 22-23	Teacher Orientation/Policy and Procedure Review Human Resources representatives: Staff handbooks, CPR recertification, PTO/Benefit Q & A School Leadership: DMA Philosophy, Student/Parent Handbook, Building Safety Plan, classroom procedures, communication procedures Special Education Department: School year updates regarding graduation requirements, IEP's, standardized testing
July 24	Introduction to PowerSchool Teachers will be trained on use of student information system in regard to attendance tracking, grade, schedules, progress monitoring and assessment data.
July 25	Standardized Testing Training Teachers will be trained on administration of standardized testing and data reporting.
July 26	Technology Training Teachers will be trained on Smartboards and school communication devices.

July 29-31	Universal Design for Learning and STEAM Workshop
Teachers will be trained on Universal Design for learning guidelines and STEAM implementation following the partial implementation model.	
August 1-2	Teachers Work day
Teachers will finalize first day of school preparations and Professional Goals	

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.

Ongoing Professional Development (during the school year)

Teachers and instructional assistants will attend end of the day mini trainings twice per month as well as half-day trainings 4 times during the school year that students will have early dismissal as outlined below:

Date	Time	Training Focus Topics
October 11	12:00-4:00 pm	Classroom Culture
February 14	12:00-4:00 pm	Assessments and Progress Monitoring
April 10	12:00-4:00 pm	Reading and Math Strategies
June 12	12:00-4:00 pm	Differentiation
1 st and 3 rd Wednesday of each month	3:30-4:00 pm	Topics will be determined based on needs that are identified throughout the year.
Three times per year, Wednesday trainings will review assessment needs as follow up from training received during professional development in the summer.		
1 st Wednesday meeting during August, December and May	3:30-4:00 PM	NWEA assessment review from summer training

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

Professional Development will be evaluated at the school level based on teacher feedback. Surveys will focus on participant knowledge gained, skills learned, success of classroom application, and student outcomes. Network Level evaluation will focus on end of the year achievement scores and STEAM implementation results.

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.
- **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).
- **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.

DMA will not provide transportation.

- **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.

DMA will be a tenant of a facility that will have a full security system for entry into the building as well as camera security. All visitors will gain access only after being admitted through an electronic lock system. Visitors must sign in, state their reason for visiting, receive a visitor's badge, and sign out upon finishing their business at the school.

DMA has completed preliminary work on the following school safety policies:

- Emergency closing of school
- Fires and explosions / fire drills
- Tornados and tornado drills
- Earthquakes and earthquake drills
- Bomb threats

Manmade occurrence drills

- **Technology Specifications and Requirements.**

- a. Describe all technological equipment and services that the charter school will provide, including hardware, software, connectivity, and media storage devices, and property controls and equipment tagging that will be in place. Specify any equipment or technological support that students and families will be responsible for purchasing or obtaining.
- b. Describe the scope of technical support that will be provided, including where support staff will be located, and the hours (including weekends and holidays) and manner in which the support will be accessible to students and school employees.
- c. Describe the charter school's data retention, security, and confidentiality procedures.
- d. Describe procedures to deliver instruction when equipment, software, or connectivity at any location is lost or impaired. Specify who will pay for Internet connectivity and address minimum bandwidth and a course of action for areas of the state that do not have the minimum bandwidth (if applicable).
- e. Describe data protection and recovery procedures in event of catastrophic system failure (include offsite back-up).

DMA anticipates adding 40 laptop Windows/PC computers with a minimum of 4 GB RAM in the first year of operation, and 30 – 40 through the first three years of operation. These will be mobile to allow flexible classroom configurations, however all computers will be equipped with connect to the network through an ethernet network interface. The Hope Source will also provide shared use of computers they own and use for the integrated therapy services. We anticipate more than adequate technology availability beginning in year one; however, if CSP grant funds are available, the technology infrastructure would be allowed to grow at a faster rate.

DMA will use Google Enterprise for Education as its base for classroom technology and email services. Google Vault will provide all archiving services and protection as it relates to maintaining archives and records to comply with IC 5-15-5.1. These services will be managed by staff provided through the agreement with Indiana Charters. This staff will be on-site a minimum of twice per month and available for remote support and assistance during all school operational hours, with emergency support during weekends and holidays as needed.

Internet connectivity will be provided by a service provider to be chosen later. ERATE will be managed and applied with assistance by consultants with Indiana Charters. The service provider will be chosen by the bidding processes and procedures established by ERATE rules and regulations.

DMA will use PowerSchool as its student information system. PowerSchool will be setup and managed under the supervision of our service provider, Indiana Charters. IC provides Level I support, and subcontracts with TRC Educational Services to provide Level 2 support for any technical and or reporting issues that arise with the SIS. Secure backups will be maintained offsite.

Equipment and networking issues would have minimal impact due to the nature of curriculum delivery throughout DMA. While use is an integral supplement to the curriculum, especially in the diploma-bound high school population, it is always a supplement to the STEAM curriculum base and integrated therapy services described throughout this application. Temporary interruptions will only require minor alterations in the student and teacher schedule.

- **Insurance Coverage.** Charter schools authorized by Education One, L.L.C. will be required to indemnify the Education One, L.L.C., Trine University, 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 Education One, L.L.C., Trine University, and the Indiana Department of Education as Additional Insured on a primary basis. The applicant should provide, as **Attachment 16**, an estimate from an insurance agent/broker for insurance coverage. **NOTE: There is no page limit for this attachment.**

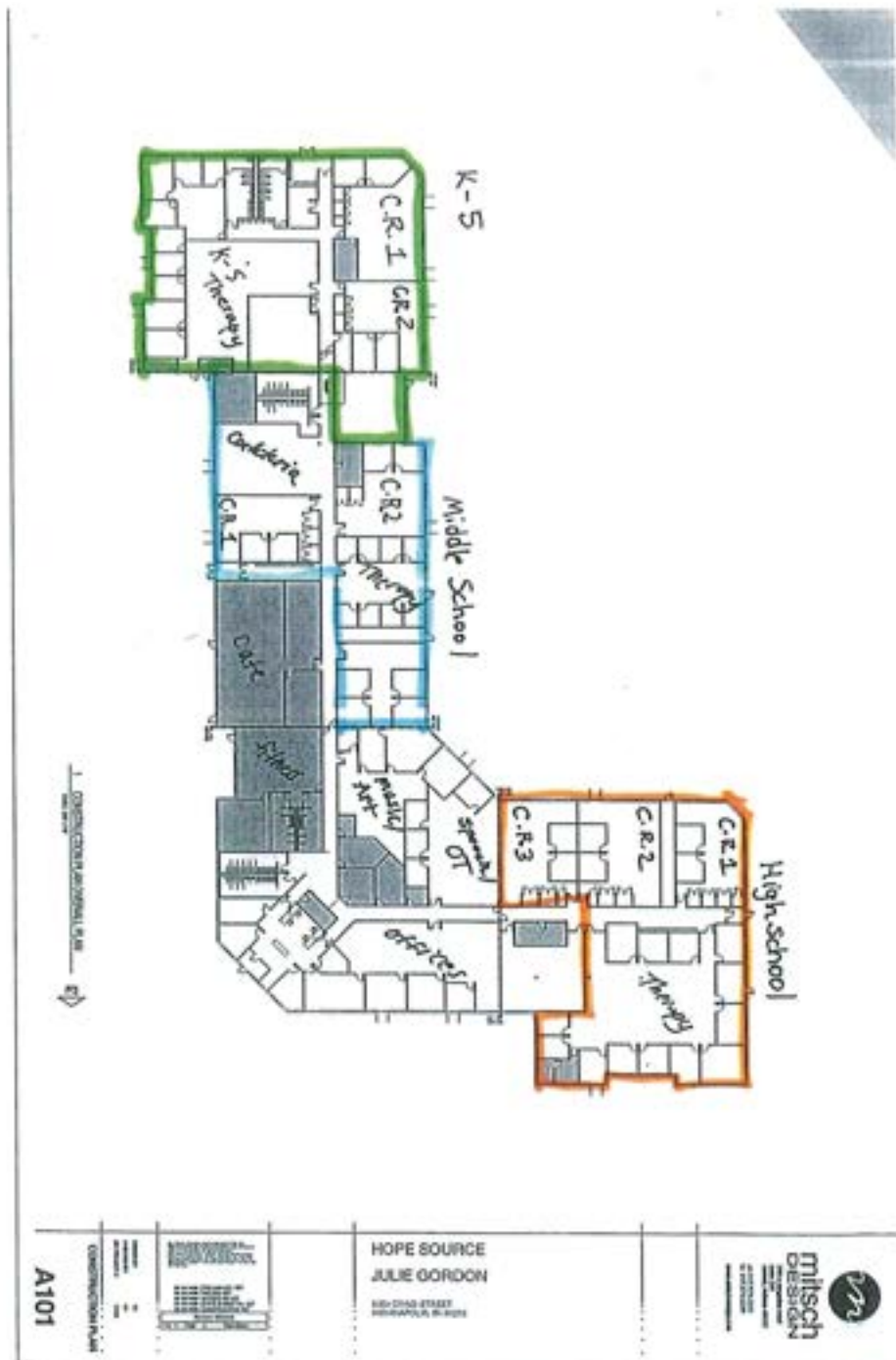
Facility Plan

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.

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.

Dynamic Minds Academy will initially be leasing property currently occupied by the selected Therapy Provider, The Hope Source. This facility is located at 8350 Craig St., Indianapolis, IN 46250 and is in the Metropolitan School District of Lawrence Township. The facility would be characterized as office space. The current occupant, The Hope Source, has been making renovations making the facility ready for occupancy by DMA.





3. If the organization is applying for more than one charter, describe your plan for identifying and financing a sufficient quantity of facilities to align with the organization's 5-Year Business Plan.

N/A

Budget & Finance

IMPORTANT NOTE: Schools chartered by Education One are required to adhere to Generally Accepted Accounting Principles (GAAP)/ the accrual-basis method of accounting. Schools are also required to comply with all relevant policies as required under Indiana statute by the Indiana State Board of Accounts: <http://www.in.gov/sboa/>
For multi-site operators or networks, Education One requires individual school and network-level financial budgeting, reporting and annual audits. Each Indiana school's finances must be transparent and distinct from the network level.

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?

DMA intends to contract with Indiana Charters to establish accounting, purchasing, and payroll processes. Indiana Charters' approach is to assist the school in finding the best possible administrative staff prior to start-up. Depending on the skills of the individuals the school hires, accounting processes will be customized to take best advantage of the on-site staff.

Regardless, all processes will require at least three different individuals to be involved from the beginning to the end of each business transaction. Indiana Charters will provide qualified individuals to either carry out all accounting functions or to provide training and oversight to school staff.

Software, forms, and all components of the accounting system will be State Board of Accounts (SBOA) compliant and, more importantly, will be the property of DMA. Monthly management reports, including a statement of net assets, statement of revenue and expenditures, actual vs. budget analysis, and cash flow projections will be provided to school leadership and the board.

Indiana Charters maintains a partnership with ADP Payroll services whose national network provides a conduit for the management of all payroll and employee-related tax services. Indiana Charters will also assist DMA in the selection of a qualified CPA firm to conduct the annual audit and prepare appropriate non-profit informational tax returns.

A full overview of the accounting processes and procedures has been written and is available upon request.

2. Provide, as Attachment 19, a detailed 5-Year Pro-Forma Budget for each of the schools described in the application. Applicants proposing to operate a network of schools must provide a network-level budget (no template is provided). NOTE: There is no page limit for this attachment.

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.

Attachment 1: Founding Group Resumes

BARBARA M. MASCHINO

821 Westridge North Drive
Noblesville, Indiana 46062
(317) 945-7724 (cell)

EXPERIENCE

As Co-founder, Vice President, and Principal, Options Charter Schools

- Assist in creating the mission, vision, philosophical belief statements and curriculum design of the Options Charter Schools
- Hire, supervise and evaluate staff
- Coordinate statewide and NWEA testing programs
- Oversee the evaluation of academic performance standards
- Oversee inclusionary special education program
- Oversee discipline policies and procedures
- Coordinate staff professional development activities
- Serve on Indiana Department of Education Alternative Ed Advisory Board
- Serve on Virtual Special Education Cooperative (VSEC) Executive Committee
- Maintain facility

July, 2002 – October, 2015 (Retired)

As Department Chairperson (Alternative School)

- Design an alternative school program at the secondary level
- Administrate program on-site
- Supervise/evaluate staff

August, 1998- June, 2002

Matrix School

A division of Carmel High School, Carmel, Indiana

As Alternative School Teacher

- Design and teach courses that combine academic disciplines
- Supervise inclusionary special education program
- Manage a career mentorship program
- Coordinate basic skills assessment and remediation program

August, 1996-June, 1998

New Beginnings High School (IPS), Indianapolis, Indiana

September, 1988-May, 1996

Southwest Open High School, Cortez, Colorado

As Special Education Teacher

- Instruct students with learning disabilities, emotional disturbances and mental challenges in English/reading and math
- Assist teachers of mainstreamed students through individual consultation and workshops
- Develop a yearly Individualized Educational Program (IEP) for each student

August, 1984-May, 1988

Dolores Middle School and High School, Dolores, Colorado

September, 1974-June, 1977

Summit Junior High School, Summit, New Jersey

September, 1974-June, 1977

Merchantville Elementary School, Merchantville, New Jersey

As Special Education Consultant

- Diagnose specific learning disabilities
- Develop and implement Individualized Educational Programs (IEP's)
- Provide in-service programs, workshops and orientation sessions

August, 1983-May, 1984

Boone-Clinton-Northwest Hendricks Joint Services Program,
Frankfort, Indiana

EDUCATION

M.A. Special Education, October, 1974

Glassboro State College, Glassboro, New Jersey

Attended September, 1973-August, 1974

- Awarded full graduate fellowship

B.S. Behavioral Disabilities, December, 1972

University of Wisconsin, Madison, Wisconsin

Attended September, 1968-December, 1972

- Graduated Cum Laude

Also earned 89 credits post-Masters in Educational Leadership,
Special Education and Reading

CERTIFICATIONS

Director, Special Education, Indiana

Teacher, Special Education K-12, Indiana

Administrator, Secondary Level, Indiana

When I was pursuing my certification as a school administrator in 2000, I had to complete a final project that required an in-depth review of my educational platform. Below are excerpts from that platform. I hope this will help you to understand my beliefs about how children should be educated. It is as true now as it was when I wrote it over 17 years ago.

Any discussion of a vision of learning must first begin with several thoughtful questions. In this case the questions must certainly be, "Why do schools exist?" and, "What is their purpose?" As I see it, the primary purpose of school is to develop caring individuals who are interested in learning. They have the skills that enable them to figure out their world and have the desire to participate fully in it. They must possess the tools for learning, and more importantly, the desire to learn. Schools must help to create an informed and compassionate citizenry. As educators, we must foster the development of virtuous people, motivated to do what is not only in their best interests, but also in the best interests of the community in which they live. It is for this reason that I believe a school is first and foremost a community of learners, committed to the notion that everyone is important and should be valued for who they are.

This is a school where the culture is one of acceptance. Every individual is valued for who they are and are treated with fairness, dignity and respect. A school designed to include everyone honors those cultural, socio-economic, mental and physical differences that make us unique individuals. These differences are what make our society rich. We learn to be compassionate human beings through our acceptance of our own, and others', differences. A school that honors diversity personalizes education to the maximum feasible extent. It creates a "learner-centered" environment that is attentive to students' unique differences including learning styles, abilities, talents, developmental levels and emotional states of mind. It develops educational programs that employ a variety of approaches, curriculum and assessment techniques.

There is a great deal more to this paper, but it is not my intent to whip you into a coma. I just picked a few of the most salient excerpts to explain who I am as an educational leader.

Joel Harris

DAX Intelligence
6074 N. Carroll Rd.
Indianapolis, IN 46235
317-840-9996
jharris@daxintelligence.com

Experience

DAX Intelligence, Consultant

March 2013 – Present

Provide project management and consulting services for Microsoft Dynamics AX and Microsoft Dynamics CRM focusing on Trade, Logistics, Production, Master Planning, Reporting, and Data Analysis. Has been a key consultant of an implementation team for four full implementation cycles: one for a distribution center; three manufacturing companies. Has also provided consultation services for supply chain processes and systems integration designs.

CountryMark, Project Manager

June 2007 – March 2013 (6 years)

Project Manager and Solution Architect for first implementation cycle of Microsoft Dynamics AX 2009 to track company financials, sales, report production, and purchase feedstocks for the refinery. Continued to develop better analytics and preparing for a second phase of implementation.

Fazetron-STTV

2005-2007 (2 years)

Managed a Specialty Lighting Company installing and maintaining theatrical and architectural lighting systems as well as cable distribution systems.

CCP Consulting

2003-2005 (3 years)

Independent IT Consultant. Managed projects for several clients. Areas of concentration were accounting systems, reporting, and server installation and maintenance.

Bravura Systems, Inc.

1997-2002 (5 years)

Member of team of consultants to support over 30 different companies' IT systems. Implemented accounting/ERP systems (including Macola and Baan). Helped clients analyze their company through reports on their ERP system data. Provided server and desktop support.

Naval Air Warfare Center/Hughes Aircraft

1991-1997 (6 years)

Led manufacturing engineering and data transfer portion of a printed circuit assembly automation project.

Skills

- **Project Management**
- **Process Engineering**
- **Requirement Analysis**
- **Certified in Microsoft Dynamics AX Trade and Logistics for AX 2009 and AX 2012 R3**
- **Business Analysis**
- **Data Analysis**
- **ERP Implementation**
- **Certified in Microsoft Dynamics AX Projects for AX 2012**

Education

Rose-Hulman Institute of Technology

B.S. Electrical Engineering (1987-1991)

MARY LOU HULSEMAN, M.D.

Work: Fall Creek Family Medicine/CPI
9560 E. 59th Street
Indianapolis, IN 46216
(317) 621-1700

WORK EXPERIENCE

- 9/97-present Community Health Network
Included obstetrics until 6/2004
Specialty care in autism 11/2002–1/2 time until 1/2015, then full-time
- 8/91 - 8/97 Pacific Medical Clinic North
10416 5th Avenue NE, Seattle, WA 98125
General Family Practice, including obstetrics in a multi-specialty group
With large managed care population
- 12/90 - 8/91 Northwest Emergency Physicians
Part-time ER Staff Physician at Snoqualmie Valley Hospital, Snoqualmie,
WA and Whidby General Hospital, Coupeville, WA

MANAGEMENT EXPERIENCE

- 6/95 - 8/97 Pacific Medical Clinic North
Section Head of Family Practice
Duties included managing department affairs and hiring providers
- 9/08 - 7/11 Chair, Practice Excellence Committee
Committee dedicated to creating an excellent experience for patients, staff
and physicians
Community Physicians of Indiana

POSTGRADUATE TRAINING

- 1988-91 Swedish Hospital Family Practice Residency
Seattle, WA

EDUCATION

- 1984-88 Case Western Reserve University M. D.
School of Medicine
Cleveland, OH
- 1979-83 Brown University A.B., Biology
Providence, RI

SPECIAL SKILLS

- 11/02-present Medical treatment of individuals with autism
Colposcopy, IUD insertion, Diaphragm Fitting

MEDICAL LICENSURE

9/06

MARY LOU HULSEMAN, M.D.

1997 to present Indiana License # 01047254

BOARD CERTIFICATION

1991, 1997, 2004, 2014 American Board of Family Practice
2015 Fellow, Medical Academy of Pediatric Special Needs

PROFESSIONAL ORGANIZATIONS

2012-present Medical Academy of Pediatric Special Needs
1984-present American Academy of Family Physicians
1997-present Indiana State Medical Association
1991-1997 King County Medical Society
1988-1997 Washington Academy of Family Physicians
 Delegate, Resident Chapter, 1989-90
1984-88 American Medical Students Association
 CWRU Chapter President 1985-86

TEACHING EXPERIENCE

1991 Clinical Tutor, Introduction to Clinical Medicine - II
 University of Washington
1991 Holly Park Clinic Preceptor for medical student run clinic (CHAP)
 University of Washington
1992 Part-time Volunteer Preceptor
 Providence Hospital Family Practice Residency
1997—2007 Clinical Instructor, Community Hospital Family Practice Residency

COMMITTEES

9/91-6/92 Pacific Medical Center Pharmacy and Therapeutics Committee
7/93- 7/95 Medical Staff Executive Committee, Pacific Medical Center
3/05-6/05 CPI Management Reorganization Committee
12/05 CPI Committee to Interview Regional Practice Directors
1/08 -7/11 CPI Practice Excellent Committee
4/17-present CHNw Physical Wellbeing Advisory Council

HONORS AND AWARDS

1991 Society of Teachers of Family Medicine Resident Teacher Award
1990-91 Chief Resident, Swedish Hospital Family Practice Residency
1983 Graduate with Honors, Brown University
1983 Achievement in Biology and Medicine, Brown University
1983 Eva A. Moore Prize, given to two outstanding graduates, Brown University
1983 Elected to Sigma Xi, a scientific honor society

PERSONAL

9/06

MARY LOU HULSEMAN, M.D.

Born: November 30, 1960, Chadron, Nebraska

Married to: Robert P. Varadi

Children: Hannah, dob 6/12/92 and Ryan, dob 9/17/96

ARTICLES

Hulseman, M.L. and Norman, L.A., Care of the Neonatal ICU Graduate: Part 1 – Common Problems of Premature Infants. American Family Physician. 45:1301-1306, 1992.

Hulseman, M.L. and Norman, L.A. Care of the Neonatal ICU Graduate: Part 2 – Fundamentals of Outpatient Care. American Family Physician.45:1696-1706, 1992.

DOUG DOWNEY, PMP

9925 Northwind Circle, Indianapolis, IN 46256

317-590-7276 | dougdowney@gmail.com

<https://www.linkedin.com/in/dougdowney/>

Professional Experience

HighPoint Global

2013-Present

Director – Program Operations

- Managed a PMO of 13 project managers, 2 project coordinators, and 2 business analysts serving multiple programs and federal contracts using waterfall and agile methodologies.
- Collaborated with functional managers in a matrixed organization on resource management.
- Managed product delivery and internal quality teams deploying and testing over 1000 learning and scripting products annually.
- Drove process improvements to deliver products with an average of 99.5% timeliness and quality scores (exceeding SOW-required quality and timeliness scores of 95%).
- Sponsored Atlassian Jira and Confluence implementations.
- Formed internal PM Community of Practice and served on the executive CMMI certification team.

PMO Manager

- Led a team of 6 project managers, 2 project coordinators, and 1 resource manager executing a portfolio for the Centers for Medicare and Medicaid Services (CMS) call center support contract.
- Designed and launched lessons learned and quality management programs designed to self-report internal errors using traditional Kaizen methods of “5 Why” and root cause.
- Mentored and coached team members on PMI best practices and career development.

Senior Project Manager

- Delivered projects supporting Medicare and ACA/Marketplace call center.
- Coordinated with partner organizations supporting the 1-800-Medicare CRM tool.
- Managed large enterprise learning content management system (Xyleme) project implementation.

Indiana University Health - Information Services (IS)

2008-2013

Senior Project Manager

- Led a project team of 5 project managers and a team of over 50 resources in a \$16 million IS project to open IU Health Saxony Hospital in 2011 on time and under budget.
- Delivered Lawson ERP Supply Chain Web Portal and retail-style ordering system allowing IUH to realize enterprise-wide savings by streamlining preferred, negotiated pricing for supplies.
- Developed the reputation as the “Fixer” by providing creative problem solving and leadership skills for several troubled projects within the IS PMO.
- Led the following projects: Web Rebranding from Clarian.org to IUHealth.org; Retail Payroll Deduction; Oncology Sunrise Disease Manager transition to Cerner PowerChart Oncology; Clinical Ancillary System Workflows.

CIBER, Inc. 2007-2008

Senior Consultant

- Served as Senior Project Leader and Consultant on a large web-based application project for the Indiana Department of Revenue, Indiana Fuel Tax Division.
- Prepared and maintained documentation through the project life cycle including the Business Requirements Document, User Interface Specification Document and Training Documentation.
- Coordinated project requirements to Traceability Matrix and Quality Management Plan.

Indianapolis/Marion County, Information Services Agency 2005- 2007

Project Manager

- Delivered high priority and enterprise projects and led project teams from original concept through final implementation for multiple city/county agencies.
- Coordinated project communications with stakeholders, technical staff through the Marion County Information Technology Board.

Indiana Interactive, Inc. 2001-2005

Project Manager

- Delivered 85 complex web-based application development projects for www.IN.gov.
- Directed creative design for portal marketing collateral promote www.IN.gov e-commerce initiatives.

Destination Marketing Group 2000-2001

Client Services/Implementation Manager

- Implemented of proprietary Web-based application for 8 state and local tourism organizations.
- Managed the Client Services Team to meet project milestones.

Indiana Department of Commerce, Tourism Division 1996-2000

Marketing Manager

- Directed and implemented the development of Indiana's first tourism web marketing initiative.
- Coordinated vendor contracts including distribution, collateral fulfillment, in-bound telemarketing, Internet and database management.

Education and Certifications

Indiana University - BA Political Science	May 1996
Project Management Institute (PMI)	July 2006
PMP Certification, PMP#: 420000, Valid through: Jul 11, 2019	
ITIL IT Service Management Cert.	February 2010
Lean Six Sigma Yellow Belt Certification	February 2013

BRUCE E. BREEDEN

RESUME

EDUCATION:

Bachelor of Arts Hanover College 1974

Master of Science Degree Indiana University 1978

Educational Specialist Degree Butler University 1984

WORK EXPERIENCE:

Carmel-Clay Schools: Teacher of Latin & Physics & Coaching	1974-1978
Carmel-Clay Schools: Administrator Carmel Middle School	1978-1991
Logo Athletic: V.P. Human Resources & Strategic Planning	1991-2000
Cripe Architects & Engineers: V.P. H.R. & Business Development	2000-2011
Telamon Energy: V.P. Energy Solutions	2011-Present

ELECTED & APPOINTED POSITIONS:

Carmel-Clay Board of School Trustees (Elected)	1994-2006
Governor's Round Table for Education (Appointed by gov.)	2006-2016
Hamilton County Riverview Hospital Board (Appt.)	2000-2004
City of Carmel Ethics Board (Appt.)	2004-Present

AWARDS & RECOGNITIONS:

City of Carmel Volunteer Citizen of the year	1994
Lifetime Achievement Award for Philanthropic Raising over \$2,500,000	2016
Author of 1 book and over 35 articles in various professional periodicals	

PHILANTHROPIC ORGANIZATIONS:

American Diabetes Association State of Indiana Board of Directors

Muscular Dystrophy Association Indianapolis Board of Directors

Hamilton County Leadership Academy Board of Directors

Dynamic Minds Academy Board of Directors

Carmel Dads Club Board Chair

Hanover College Advisory Board

Orchard Park Presbyterian Church Clerk of Session

Hamilton County Child Protection Team Member

Chaucie's Place Board of Directors

PERSONAL INFORMATION:

Married since 1974, three daughters, three son-in-law's', six Grandchildren

Attachment 2: Head of School Resume

Lisa Chandler

Education and Development Director

317.361.6850 | lisachandler87@yahoo.com | 23 Northridge Court Brownsburg, IN 46112

Summary

Experienced school leader with expertise in curriculum and program development.

Experience

Education and Development Director, The Hope Source, Indianapolis, IN 2015-Present

Description of responsibilities:

- Daily oversight of operations
- Oversight of program curriculums, both therapeutically and educationally
- Teacher and therapist recruitment and trainings
- Employee observations and evaluations
- CPI Training and oversight
- Collaborative with multi-disciplinary team
- Oversight of report protocols and responsibilities
- Responsible for program development and delegation to coordinators
- Curriculum and assessment oversight (K-5)
- Marketing and representation of Center
- Oversight of Philosophy
- Upholds ethics and standards

Programs Director, The Hope Source, Indianapolis, IN 2011-2015

Description of responsibilities:

- Provides oversight of daily functions of educational and therapeutic programs grades K-12
- Ensures implementation of program curriculum
- Develops and ensures proper implementation of behavior plans
- Works collaboratively with multi-disciplinary team
- Ensures staff is following report protocols and responsibilities
- Completes teacher observations and follow up training
- Responsible for program development and delegation to coordinators
- Responsible for hiring and training of new staff
- Manages all coordinators and direct staff, including addressing concerns
- Coordinates daily schedule of therapists and teachers among four separate programs.
- Collaborating with parents: conferences, daily communication, home extension
- First point of contact for direct staff
- Schedules regular meetings for staff collaboration
- Marketing and representation of center
- Upholds ethics and standards

Educational Coordinator, The Hope Source, Indianapolis, IN 2010-2011

Description of responsibilities:

- Primary focus is to monitor all education goals for all students.
- Conduct initial educational assessments for new students and follow-up assessments as needed.
- Administer ISTEP and ISTAR
- Assist in planning with all teachers
- Monitor implementation of educational goals so that they meet both Indiana Standards and Therapy Protocol.
- Ensure consistent and adequate educational time for all students.
- Monitor readiness of dyadic or group learning.
- Update online documentation consistently and complete progress reports thoroughly.
- Collaborate with parents for home carry-over or home school support.
- Attend regularly scheduled meetings.
- Provide guides with feedback in regards to education questions/implementation.
- Assist and coordinate training of new teachers.

Behavior Therapist/Teacher, The Hope Source, Indianapolis, IN

2009-2010

Description of responsibilities:

- Implement Treatment Plans directly with clients in a 1:1 setting
- Document completion (progress notes, behavior plans, knowledge journals, CPI intervention forms, assessments, OT communication, medication logs, incident reports, parent communication, etc.)
- Attend all required meetings (Team, Monthly, Weekly)
- Plan activities before and after clients
- Implement OT, education and project plans as instructed
- Self-reflection: Video review and Goal Attainment
- Respectfully collaborate with all staff
- Activity setup/clean up, including any end of the day workplace maintenance
- Report ethical violations or dilemmas immediately to Programs Director

Education

Masters (coursework), ABA Ball State University

2012-2014

Bachelors of Science Education, Indiana University

2002-2006

Credentials

Crisis Prevention Intervention, Certified Instructor

2013-present

Attachment 3

School Leadership and Management Team

Beyond Educational Director

The remaining leadership positions at the school level are Curriculum Director and On-Site Special Education Director. With several "internal" candidates from The Hope Source, these positions will be filled early in 2019.

Curriculum Director

Job Description

- Responsible for providing guidance and leadership in the ongoing development of Dynamic Mind Academy's curriculum and instructional development, implementation assessment and improvement
- Work with the Education Director, teaching staff and therapy service providers to reach performance targets, carry out Board directives and provide focused professional development, training and support
- Foster cooperation and collaboration between STEAM education and computer-based instruction courses.
- Directly oversee all components of instructional programs
- Responsible for ensuring that instruction at all levels is aligned with curriculum goals

Job Requirements

- Promote the corporation's mission, vision and goals.
- Maintains open lines of communication with Education Director and teaching staff
- Coordinates Professional Development activities for staff
- Directs programming in all areas of instruction, including High Ability, At-Risk, Response to Intervention, Title I and Special Education
- Coordinates data collection, analysis and reporting to drive decision-making process
- Coordinates standardized testing process
- Oversees other such duties related to curriculum, instruction, data analysis, and assessment that may be assigned by the Education Director
- Work alongside teaching staff and lead development of STEAM project based lessons aligned to Indiana's College and Career Ready Standards
- Coordinate Plato curriculum to align with STEAM projects

- At least 5 years successful teaching or administrative experience
- Effective organizational planning and project management skills
- Knowledge of research related to successfully teaching students with Autism Spectrum Disorder

On-Site Special Education Director

Job Description

Under the direction of the Education Director, the on-site special education director plans and provides for appropriate learning experiences for students with disabilities in a variety of educational settings. The person in this position is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students benefit from the curriculum to the greatest extent possible when supported with supplemental aides, accommodations, and therapy services and other needed supports.

Job Requirements

- Provide coordination of special education services including development of IEP's
- Provide instruction to special education students alongside other special education and general education teachers
- Maintain accurate and compliant school records and prepare documentation as required by law
- Arrange and chair the case conference committee meetings to assist in developing measurable goals, benchmarks, and objectives to meet students' needs
- Bachelor's degree in special education
- Successful experience with IEP development and implementation
- Demonstrates an understanding of federal, state and local mandates governing the determination and delivery of special education services

Meredith Jayne Brown-Suess

mjayne2010@yahoo.com

8336 Carlway Rd.
Indianapolis, IN 46236
317-522-8033

OBJECTIVE:

To use my creativity, knowledge, experience, versatile classroom and office management, and organizational skills to create and maintain a positive and successful school environment.

EDUCATION

INDIANA UNIVERSITY SOUTHEAST, *MS, Elementary Education* New Albany, IN
9/1995 – 5/2000

HANOVER COLLEGE, *BA, Elementary Education* Hanover, IN
9/1986 – 5/1990

INDIANA UNIVERSITY Bloomington, IN
9/1985 – 5/1986

EXPERIENCE

EDUCATION SUPERVISOR, *The Hope Source: Center for Dynamic Minds* Indianapolis, IN
8/2013 - Present

- Act as liaison between partnering charter school, education staff, and parents
- Mentor and supervise teachers/education staff
- Conduct teacher observations and provide evaluation feedback
- Provide training and assist teachers in PLATO online curriculum
- Process enrollment paperwork
- Track and monitor student pacing and course progress
- Create and update education spreadsheets and documents
- Develop progress reports and share with parents
- Organize filing systems for records and reports for all students
- Conduct weekly education meetings
- Coordinate, schedule, and attend all IEP meetings
- Oversee IEP process
- Coordinate and administer ISTEP, ISTAR, NWEA, and Accuaccess assessments and attend all required testing meetings
- Plan and coordinate field trips
- Dispense student medication and keep thorough medication logs
- Communicate with parents on all educational matters
- Create education logs and ensure they are being completed weekly
- Update graduation check sheets as students acquire credits
- Create monthly newsletter for THS families
- Create and maintain attendance tracking for all students

INSTRUCTIONAL ASSISTANT (SPEC. ED.), *Forest Dale Elementary, Carmel Clay Schools* Carmel, IN
9/2010 – 5/2013

- Assisted special needs students in content areas of regular education classroom
- Conducted book club groups, focusing on and tracking their RTI goals
- Organized and prepared lesson plans to fit individual needs
- Tutored struggling students in an ISTEP remediation program

TEACHER, *Grades K, 1, 3, 4, Jefferson County Public Schools* Louisville, KY
9/2006 – 5/2010

- Performed all duties of classroom teacher across various grade levels, including lesson planning, serving on school committees, parent/teacher conferencing, teaching across the curriculum, organizing field trips, working closely with grade level teams, incorporating manipulatives and computer technology, preparing progress reports and report cards, working with and making modifications for special needs students
- Completed professional development courses relevant to each grade level and its curriculum/standards

TEACHER, Grade 1, Greenbrier Elementary: Columbia County Schools

- Worked closely with Grade 1 team to plan lessons and instruction
- Integrated Smart Board technology into teaching

Evans, GA
8/2003 - 8/2005

TEACHER, Grade 5, T. Harry Garrett Elementary: Richmond County Schools

- Prepared and implemented differentiated curriculum
- Conducted "In Home" visits and conferences

Augusta, GA
8/2002 - 5/2003

TEACHER, Grades 5 & 6, Deputy Elementary: Madison Consolidated Schools

- Acted as head Gr. 5 and head Gr. 6 teacher
- Lead student council and spell bowl team

Madison, IN
8/1998 - 5/2002

PROFESSIONAL DEVELOPMENT/APPROACHES TO TEACHING

Care For Kids
Reading Renaissance/AR
CLASS Project
CPI
I.R.E. Schools
School/Community Relations
Transition IEP

RTI (Response to Intervention)
STAR Math & Reading
Brain Compatible Learning
Whole Language
Cooperative Grouping
Reading Recovery
PLATO Online Curriculum

Four Blocks
Inclusion
Lifelong Guidelines
School Law
Literacy Groups
Learning Focused Schools
IN Standards Assessments

Attachment 4: Governance Documentation

This attachment includes the Dynamic Minds Academy Articles of Incorporation, 501(c)(3) letter of determination, and the proposed bylaws of the organization.

State of Indiana
Office of the Secretary of State

Certificate of Amendment
of

THE HOPE SOURCE FOUNDATION INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Amendment of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

DYNAMIC MINDS ACADEMY, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, June 01, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 01, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2012111300024 / 7615435

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/01/2017 12:52 PM

ARTICLES OF AMENDMENT

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 2012111300024
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME THE HOPE SOURCE FOUNDATION INC.
PRINCIPAL OFFICE ADDRESS 8350 Craig Street, Indianapolis, IN, 46250, USA
DATE AMENDMENT WAS ADOPTED 06/01/2017

EFFECTIVE DATE

EFFECTIVE DATE 06/01/2017

ARTICLE IV - PERIOD OF DURATION

DATE OF ADOPTION 06/01/2017
EXPIRATION DATE Perpetual

ARTICLE IV - CORPORATION TYPE AND MEMBERSHIP

DATE OF ADOPTION 06/01/2017
TYPE OF CORPORATION Public benefit corporation, which is organized for a public or charitable purpose
WILL THE CORPORATION HAVE MEMBERS? Yes

DISTRIBUTION OF ASSETS UPON DISSOLUTION OR FINAL LIQUIDATION

In the event of Dissolution of the Corporation, the Board of Directors shall after paying and making provisions for the payment of all liabilities, distribute all the assets of the Corporation dedicated to charitable and/or educational purposes and which has been recognized as a 501c3 Corporation by the Internal Revenue Service. Provided that the Board dedicated Indiana Public or Private School meets the preceding qualifications, the assets shall be distributed to an Indiana School upon Dissolution of the Corporation.

ARTICLE I - PRINCIPAL OFFICE ADDRESS

DATE OF ADOPTION 06/01/2017
PRINCIPAL OFFICE ADDRESS 8350 Craig Street, Indianapolis, IN, 46250, USA

ARTICLE I - BUSINESS NAME CHANGE

DATE OF ADOPTION 06/01/2017
NEW BUSINESS NAME Dynamic Minds Academy, Inc.

ARTICLE IV - STATEMENT OF PURPOSE

DATE OF ADOPTION 06/01/2017
STATEMENT OF PURPOSE

Said Corporation is organized exclusively for charitable, religious, educational, literary and scientific purposes, including for such purposes the making of distributions to corporations that qualify as exempt corporations within the meaning of section 501c3 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law) as well as any lawful purpose, as authorized by State law.

ARTICLE II - CURRENT REGISTERED AGENT

DATE OF ADOPTION 06/01/2017
NAME Julie Gordon
ADDRESS 10139 N 50 W , Fortville, IN, 46040, USA
TYPE Individual

ARTICLE III - PRINCIPAL INFORMATION

DATE OF ADOPTION 06/01/2017
TITLE CEO
NAME Julie Gordon
ADDRESS 10139 N 50 W, Fortville, IN, 46040, USA

ARTICLE IV - GENERAL INFORMATION

DATE OF ADOPTION 06/01/2017

MANNER OF ADOPTION AND VOTE

Action by Board of Directors:

The Board of Directors duly adopted a resolution proposing to amend the Articles of Incorporation.

Vote of the Board of Directors at meeting held on 06/01/2017, at which a quorum of such Board was present.

Action by Members:

If approval of members was not required

The Amendment(s) were approved by a sufficient vote of the Board of Directors or incorporators and approval of members was not required.

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY June 1, 2017.

SIGNATURE

Julie Gordon

TITLE

CEO

Business ID : 2012111300024

Filing No. : 7615435

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 28 2017

DYNAMIC MINDS ACADEMY INC
8350 CRAIG ST
INDIANAPOLIS, IN 46250

Employer Identification Number:
46-1416195
DLN:
17053334306047
Contact Person:
MRS. KREBS ID# 31072
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
May 15, 2015
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
170(b)(1)(A)(ii)
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC section listed at the top of this letter.

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

Letter 947

DYNAMIC MINDS ACADEMY INC

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

ARTICLE I
BYLAWS

Bylaws

Chapter 1 Identifying Information

1.1 *Name.* The name of the Nonprofit Corporation ("Corporation") is Dynamic Minds Academy, Inc.

1.2 *Seal.* The corporation shall not require a seal.

Chapter 2 Fiscal Year

The fiscal year of the corporation shall begin on July 1 and conclude on June 30, and shall be subject to change by the Board of Directors ("Board").

Chapter 3 Purpose

The Corporation is a non-profit corporation organized under the laws of the State of Indiana and its purposes are set forth in the Corporation's Articles of Incorporation ("Articles").

Chapter 4 Board of Directors

4.1 *Functions and Powers Generally.* The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board, subject to the provisions of the Articles and these Bylaws.

The Board shall have all powers and authority for the management of the business, property, and affairs of the Corporation, except as expressly provided in the Articles and these Bylaws, and may take such lawful acts as the Board deems proper and appropriate to promote the purposes and objectives of the Corporation. The Board may delegate to officers of the Corporation such powers as it may see fit for specified periods of time or in connection with specified matters.

4.2 *Qualifications and Number.* The Board shall have the number of directors, not less than five (5) and not greater than nine (9), as designated by resolution of the Board from time to time. At all times all directors of the Board shall be residents of the State of Indiana, and at least one-half (1/2) of the directors of the Board shall, as of the date of election or appointment to the board, be residents of any Indiana county of residence of one or more current students at the charter school(s) operated by the Corporation ("School").

No individual may serve on the Board if that individual has been convicted of any offense set forth in Indiana Code ("IC") 20-26-5-11(b) or of any offense substantially equivalent to any of the offenses listed in IC 20-26-5-11(b) in which the judgment of conviction was entered under the law of any other federal or state jurisdiction unless the candidacy of such individual is approved by the School's

sponsor (as the term is defined in IC 20-24-1-9) (the "School's Sponsor"). In order to effectuate this requirement, at least fourteen (14) days before an individual is seated as a director of the Board, an expanded criminal history check (as defined by IC 20-26-2-2) shall be performed as to each director. If the organizer (as defined in IC 20-24-1-7) ("Organizer") is leasing from a religious organization, no director of the religious board and no religious leader of the religious organization may simultaneously serve on the Board.

4.3 *Terms, Vacancies, and Election.* At the regular meeting of the Board immediately preceding the expiration of the term of any director, the Board may elect by majority vote a new director to replace a director whose term will expire, or has expired, and each such new director shall serve for a term of three (3) years, or such other period as prescribed by the directors at the time of such election, and until a successor is elected and qualified.

Any vacancy among the directors caused by death, resignation, removal, increase in the number of directors or otherwise may be filled by a majority vote of the remaining directors. The term of office of a director chosen to fill a vacancy shall expire at the later of the expiration of the unexpired term which the director was chosen to fill, or at such time as a successor shall be duly appointed and qualified.

No director shall serve more than two (2) successive terms. Once a director has served two (2) full three (3)-year terms, at least one (1) year must elapse before the director again may be elected or appointed to the Board. The Corporation shall notify the School's Sponsor promptly upon the election of any new director of the Board. All newly elected directors shall participate in a board training session approved by the School's Sponsor.

In order to ensure reasonable continuity among the Board, the directors' terms may be staggered as necessary.

4.4. *Removal of Director.* The Board may remove one or more directors with or without cause pursuant to the provisions of IC § 23-17-12 *et seq.*

4.5 *Committees.* The Board may create and appoint individuals to one or more advisory committees having such responsibilities as the Board shall specify. Members of such committees may, but need not, be directors of the Board. Each committee may have one or more members, all of whom serve at the pleasure of the Board. The creation of a committee and the appointment of committee members must be approved by the greater of (a) a majority of all the directors in office when the action is taken, or (b) the number of directors required by the Articles or these Bylaws to take action under the provisions of IC § 23-17-15-6. The provisions of IC §§ 23-17-15 *et seq.*, which govern meetings, action without meetings, notice, and waiver of notice, apply to committees and their members.

A committee member appointed by the Board may be removed by the Board with or without cause.

Meetings and Action of the Board of Directors

5.1 *Time.* The Board shall hold regular meetings, as fixed by these Bylaws or by resolution of the Board, for the purpose of transacting such business as properly may come before the Board. The Board shall hold regular meetings on a monthly basis during the academic year of the School and shall hold at least one (1) regular meeting during summer break.

Notwithstanding the preceding paragraph, the Board may hold special meetings for any lawful purpose, aside from the election of directors of the Board, upon not less than two (2) business days' notice, and upon call by the Chair and at least one (1) other director of the Board, or by two (2) or more directors of the Board. A special meeting shall be held at such date and time as specified in the notice of the meeting.

5.2 *Compliance with Open Door Law.* Notwithstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law, IC 5-14-1.5-1 *et seq.*, in connection with all regular or special meetings of the Board. Without limiting the foregoing, the Board shall post notice of any regular or special meeting, including the agenda for such meeting, not less than two (2) business days before such meeting at the place at which such meeting shall be held and shall provide such other notice of such meeting as shall be required under the Indiana Open Door Law.

5.3 *Notice of Special Meetings.* Oral or written notice of the date, time, and place of each special meeting of the Board shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each director of the Board so that such notice is effective at least two (2) business days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

Notice of a meeting to a director 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 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.

5.4 *Place.* All regular and special meetings shall be held at the physical facility housing the charter school unless such facility is not reasonably available by reason of construction or casualty, in which event regular meetings shall be held at such location as may be approved in advance by the School's Sponsor.

5.5 *Quorum and Action.* A majority of the directors in office immediately before a regular or special meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board. Unless otherwise provided in the Articles or these Bylaws, the approval of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

5.6 *Chairperson of the Meeting.* Meetings of the Board shall be presided over by any Director chosen by the Board.

Chapter 6 *Officers*

6.1 *Titles and Vacancies.* The officers of the Corporation shall consist of a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may otherwise elect. An officer may not simultaneously hold more than one (1) office.

An officer shall be a director of the Board. Any vacancy in any office shall be filled by the Board, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until a successor is elected and qualified.

6.2 *Term.* Each officer shall be elected by the Board and shall serve for one (1) year, or such other period as prescribed by the Board at the time of such election, and until the officer's successor is elected and qualified.

6.3 *Authority.*

- (a) *President.* The President shall have general supervision, management, control, and oversight of the business of the Corporation, subject to these Bylaws and subject to the orders of the Board, and shall, in general, perform all the duties usually incident to the office of President or that may be imposed or prescribed by the Board. The President may enter into and execute any and all certificates, contracts, and other instruments of the Corporation that are approved by the Board. The President may delegate, as needed, to any other officer any and all duties of the office of President. The President shall also exercise and perform any and all other powers and duties as may be prescribed by the Board from time to time.
- (b) *Vice President.* The Vice President shall perform all the duties of the President in the event of the President's absence or disability. In case both the President and Vice President are absent or unable to perform their duties, the Board may appoint an acting President.
- (c) *Secretary.* The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter in the minute book the minutes of all meetings of the Board. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board may prescribe.
- (d) *Treasurer.* The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from

time to time prescribe. The Treasurer shall furnish, whenever requested by the Board or the President, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board may prescribe.

- (e) *Other Officers.* Each other officer of the Corporation shall perform such duties as the Board may prescribe.

Chapter 7 Conflicts of Interest

7.1 *Purpose and Provisions.* It is the policy of the Corporation and its Board 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 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, whether by whole blood, half blood, or marriage), 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 a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.
- (d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or a relative owns a significant financial interest or by which the officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved by, the Board.

- (e) Should the Board elect to engage an educational management organization (“EMO”) to manage the School’s operations, no director of the Board or any of their respective spouses or immediate family members may have any direct or indirect ownership, employment, contractual or management interest in such EMO. All directors of the Board shall thoroughly familiarize themselves with the contract between the Corporation and the EMO and the rights and responsibilities of the parties thereunder.
- (f) The Board shall require the Corporation’s directors, officers, and employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as 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 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.

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

7.3 *Compensation.* No director of the Board shall receive any compensation for serving in such office; provided that, the Corporation may reimburse any director of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the Corporation shall be construed as a gift to the Corporation.

Chapter 8 Non-Discrimination Statement

8.1 *Non-Discrimination in Employment.* The Corporation shall not discriminate on the basis of race, religion, national origin, sex, age, disability, or other protected category in accordance with applicable federal, state, and local laws in hiring or other employment practices of the School.

8.2 *Non-Discrimination in Educational Programs.* The School shall be open to all students in its authorized geographic area on a space-available basis and shall not discriminate in its admission policies or practices on the basis of race, religion, national origin, sex, age, disability, or other protected category in accordance with applicable federal, state, and local laws. The School shall conduct all of its activities in accordance with applicable federal, state, and local anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of charter public schools in the state of Indiana.

Chapter 9

Indemnification

To the extent allowed by law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by such person in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or (b) if not wholly successful, then if such person acted in good faith, in what the person reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what the person reasonably believed to be in the best interests of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that the alleged criminal conduct was lawful (or no reasonable cause to believe that the alleged criminal conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of *nolo contendere* or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this chapter.

Chapter 10 Adoption, Amendment, or Repeal of Bylaws

The power to make, alter, amend, or repeal these Bylaws is vested in the Board; provided, however, that any proposed substantive alteration, amendment, or repeal of these Bylaws and any amendment to the Articles must be approved in writing by the School's Sponsor prior to the Board taking any action.

Chapter 11 Dissolution

Upon dissolution of the school's Organizer, all remaining assets, except funds received from the Department of Education, shall be used for nonprofit educational purposes; remaining funds received from the Department of Education shall be returned to the Department not more than thirty (30) days after dissolution.

[Remainder of page left blank intentionally]

Certificate of Adoption

I, the duly elected President of the Corporation, hereby certify that these Bylaws were duly adopted by the Board of Directors of the Corporation this ____ day of _____, _____.

Signature

Printed Name

ARTICLE II
HUMAN RESOURCES

Non-Discrimination and Equal Employment Opportunity

The School does not discriminate on the basis of race, color, religion, sex, national origin, disability, veteran's status, pregnancy status, genetic information, or any other protected category in its employment practices as required by the Indiana Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Equal Pay Act of 1973, the Pregnancy Discrimination Act, the Genetic Information Non-Discrimination Act, and any other applicable federal, state, or local law.

Anti-Harassment, Anti-Retaliation, and Complaint Investigation

Harassment is Prohibited

The School is committed to providing a work environment that is free from harassment. Harassment, whether overt or subtle, or of a sexual nature or otherwise unlawful, is a form of employee misconduct that is demeaning to the victim, undermines the integrity of the employment relationship, and is contrary to the School's goal of having employees serve as role models for students. Accordingly, all forms of unlawful harassment are strictly prohibited.

"Sexual Harassment" is defined as unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made a term or condition of employment;
- (b) Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the employee; or
- (c) Such conduct has the effect of unreasonably interfering with the employee's work performance or of creating a hostile or offensive work environment.

Examples of sexual harassment include the following:

- (a) Verbal conduct of a sexual nature such as talking about sex or sexual feelings, telling sexual jokes or stories, making sexual comments or innuendoes, whistling, or making other sexually suggestive sounds;
- (b) Nonverbal conduct of a sexual nature such as displaying materials with sexually suggestive words or pictures, making sexual gestures, giving gifts or other items of a sexual nature, staring at a person's body or clothing, invading a person's space by standing closer than appropriate under the circumstances;
- (c) Physical conduct of a sexual nature such as touching, kissing, hugging, massaging, or brushing up against another person.

Harassment against an employee based on any other protected category listed in the School's Non-Discrimination and Equal Employment Opportunity Policy is also prohibited. As with sexual harassment, harassment based on any of these categories may consist of unwelcome verbal, nonverbal, or physical conduct.

Retaliation is Prohibited

The School prohibits retaliation against any employee who complains about harassment or who participates in a harassment complaint investigation.

Harassment Complaint Investigation

Any employee who believes he or she has been subjected to harassment should promptly report the incident to the employee's immediate supervisor. If the employee's immediate supervisor is unavailable or the employee does not want to report the incident to the immediate supervisor, the employee must report the incident to the School's Harassment Complaint Investigation Officer or any other person with supervisory authority over the employee's immediate supervisor.

The School, through its Harassment Complaint Investigation Officer, will investigate a complaint of harassment in the manner specified below. Any of the following deadlines may be extended at the School's discretion, provided the School gives written notice of the same to the complaining employee and the alleged harasser.

The complaining employee must submit a signed complaint in writing to the appropriate contact person listed above. The employee must provide a reasonable description of the incident, including the identity of the alleged harasser, the date it occurred, and any witnesses to the incident.

The Harassment Complaint Investigation Officer ("HCI Officer") will initiate an investigation of the complaint within 7 calendar days of receipt of the written complaint. The investigation may include separate interviews with the complaining employee, the alleged harasser, any witnesses identified by the complaining employee, and any other person who may have information relating to the complaint. The HCI Officer may seek assistance from a third party to conduct or assist with all or part of the investigation.

At the conclusion of the investigation, the HCI Officer shall prepare and deliver to the Education Director a written report summarizing the information gathered during the investigation and the HCI Officer's opinion regarding whether the complaint is substantiated. Unless the deadline is extended as specified above, the HCI Officer shall complete the investigation within 30 days from receipt of the complaint.

Within 7 calendar days from receipt of the HCI Officer's written report, the Education Director will either issue a final written decision regarding whether the complaint is substantiated or request the HCI Officer to investigate further as specified by the Education Director. If the Education Director concludes the complaint is substantiated, discipline may be imposed against the harasser up to and including termination of employment. A copy of the final written decision shall be provided to the complaining employee and the alleged harasser.

Throughout the complaint investigation process, anonymity (including particularly the identity of the complaining employee) shall be maintained to the extent reasonably possible under the circumstances. However, in some circumstances an investigation will require the disclosure of names and allegations such that the identity of the complaining employee is apparent.

Nothing in the foregoing complaint investigation procedure is intended to interfere with a complaining employee's right to file a charge of discrimination with the United States Equal Employment Opportunity Commission, the Indiana Civil Rights Commission, or any applicable local fair employment practices agency.

Expanded Criminal History Check

The School shall conduct an expanded criminal history check (as that term is defined in IC 20-26-2-1.5) for any employee of the School or applicant for employment with the School.

The School must conduct an expanded criminal history check by no later than three (3) months after the applicant's first day of work.

In addition, the School requires that any individual subject to this policy perform the following:

- (a) pay any fees associated with conducting the individual's initial expanded criminal history check;
- (b) pay any fees associated with conducting any subsequent expanded criminal history check during the individual's employment with the School, provided that the individual is not required to pay such fees more frequently than one (1) time during a five (5) year period; and
- (c) provide a set of fingerprints to the School.

Consistent with applicable law, the School may require any individual subject to this policy to answer questions concerning the individual's expanded criminal history check. The failure to honestly answer any such questions is grounds for discipline up to and including termination of employment.

Information obtained from an expanded criminal history check must be used in accordance with the Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et seq.*) and any other applicable law.

Social Media

The School understands that social media can be a fun and rewarding way for employees to share their lives and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions, the School has established this policy for appropriate use of social media.

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with the School, as well as any other form of electronic communication.

Employees are solely responsible for what they post online. Before creating online content, employees should consider the risks that are involved. Any conduct that adversely affects an employee's job performance, the performance of co-workers, or otherwise adversely affects other members of the School community or the School's legitimate interests may result in disciplinary action up to and including termination.

Know and Follow the Rules

Employees should review this policy, and ensure that their postings are consistent with *this policy*. Inappropriate postings, including those that contain discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct, will not be tolerated and may subject an employee to disciplinary action up to and including termination.

Be Respectful

Employees should be fair and courteous to co-workers and other members of the School community. Also, employees should be aware that they are more likely to resolve work-related complaints by speaking directly with a co-worker or by contacting a supervisor than by posting complaints to a social media outlet.

Nevertheless, if an employee decides to post complaints or criticism, the employee should avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, intimidating, or that disparages co-workers or other members of the School community, including conduct that might constitute harassment or bullying. Examples of such conduct include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by applicable law or School policy.

Be Honest and Accurate

Employees should ensure they are always honest and accurate when posting information or news. If a mistake is made, the employee should correct it quickly. An employee should be open about any previous post that has been altered.

Employees should be aware that the Internet archives almost everything; therefore, even deleted postings can be searched. An employee should not post rumors or other information that the employee knows to be false about the School, co-workers, or other members of the School community.

Post Only Appropriate Content

Employees shall maintain the confidentiality of the School's private or confidential information, including identifiable student information. Employees should not post internal reports, procedures or other internal School-related communications.

Employees must respect all copyright and other intellectual property laws. For the School's protection, as well as the protection of employees, it is critical that employees show proper respect for the laws governing fair use of intellectual property. This applies to intellectual property owned by the School, as well as intellectual property owned by others.

An employee shall not create a link from the employee's blog, website, or other social networking site to the School's website without self-identifying as an employee of the School.

An employee should only express personal opinions. An employee must never self-identify as a spokesperson for the School. If the School or a School-related issue is the subject of the content the employee is creating, the employee should be clear and open about the fact that the employee is an employee of the School and make it clear that the employee's views do not represent those of the School or other members of the School community. In such instances it is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the School."

Using Social Media at Work

An employee shall refrain from using social media while on work time or on equipment provided by the School, unless it is work-related as authorized by the employee's supervisor.

An employee shall not use the School's email addresses to register on social networks, blogs, or other online tools designated for personal use.

Retaliation is Prohibited

The School prohibits taking adverse action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

This Policy does not Apply to Protected Concerted Activity

This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected concerted activity. Employees will not be disciplined or retaliated against for such discussions.

Resignation

Upon receiving a written resignation, the Education Director shall have authority to accept such resignation on behalf of the School, subject to ratification by the Board. Unless otherwise stated in the written resignation, the resignation will be effective immediately upon acceptance by the Education Director.

ARTICLE III
OPERATIONS

Student Records

Definitions:

“Educational record” shall mean all official files and documents directly related to a student maintained by the Corporation and intended for school use. This includes, but is not limited to identifying data, completed academic work completed, documents required for enrollment (for example: proof of residency, proof of age, immunization records) documents notifying levels of achievement (grades, standardized achievement test scores), attendance data, standardized test scores, aptitude and psychological test results, health data, family background information, staff observations, discipline reports, and verified reports of serious behavior patterns, and individualized education plans. “Records” means information or data recorded in any medium, including electronic documents, hard copies, emails, and audio and video recordings. “Educational record” shall not include:

- a) Personal files maintained in the sole personal custody by licensed or certified staff or consultants used for their personal use and not maintained for general school use. Such records shall be the property of the person who makes them.
- b) Student work product.
- c) Communications that are privileged under federal or state law.
- d) Records maintained by law enforcement for the purpose of law enforcement.

“Student” means any person who is or has been in attendance in the school and for which the school maintains educational records.

“Parent” or “Parents” shall mean the legally recognized biological parent or adoptive parent, custodian, or legal guardian of the student. With children of divorce or of unmarried parents, “parent” includes both custodial and non-custodial parents.

Maintenance of Records

Educational records should be housed in the school in which the student is enrolled. The custodians of the educational records are building principals who are responsible for collecting, maintaining, and disseminating education records. The building principal may designate teachers, administrative assistants, counselors, athletic directors, other administrators, school nurse to collect, maintain, and disseminate those types of education records appropriate for their responsibilities.

Right to Access

Parents, students eighteen (18) years of age or older, and those for whom records are otherwise maintained by the school (for example, alumni) shall have a right to inspect and review their (or their child’s) education records and to make

copies. The requested materials should be made available within a reasonable time and the time for inspection shall be made by mutual agreement.

The contents of a student's records may be furnished to another person with the written consent of the student's parents or the student if 18 years of age or older. The person requesting the records shall specify the records to be released, the reasons the records are to be released, and to whom. To the extent reasonably possible, the school system shall release information to persons under this Section solely on the condition they will maintain the confidentiality of the information.

The school may not release information about a student (except directory information as discussed below) or grant access to education records, without the written consent of the parents or the student if 18 years of age or older except to or in accordance with the following:

- (a) School personnel who have a legitimate educational interest in the student.
- (b) Authorized government representatives, provided, however, that no personally identifiable information shall be included or information that would permit a student to be identified unless the collection of personally identifiable information is authorized by law.
- (c) In compliance with a subpoena or court order, provided that the student or his parents are notified prior to the record being produced.
- (d) An agency case worker or other representative of a State or local child welfare agency who has the right to access a student's records and when the agency or organization is legally responsible for the child's care and protection.

Where records contain information on more than one student, the parents, a student 18 years of age or older, any other person/entity receiving the record shall only receive the part of the record that pertains to the student at issue. If that cannot be reasonably accomplished, the requesting party shall be informed of the contents of the record or data that pertains to the student at issue without receiving the record.

Directory Information

The Corporation may release certain "directory information" without consent, to media organizations, colleges, civic or school-related organizations, or state or local governmental agencies. The directory information that the school may release, unless the parent requests specifically that this material be withheld, will include:

- (a) Name, address, telephone number.
- (b) Date of birth, hair and eye color, race, sex, height and weight, and grade level.

- (c) Major field of study.
- (d) Participation in school activities and sports.
- (e) Dates of school attendance.
- (f) Honors and awards.
- (g) Other similar information: e.g., height and weight of athletes, honor roll members, information generally found in yearbooks.
- (h) Pictures of students involved in school activities.
- (i) Motor vehicle description and license plate number.
- (j) Unlawful activities on or near school property to the appropriate agency.
- (k) Recommended disciplinary action for school related offenses to the appropriate agency.

At the beginning of the school year, the school shall notify parents and students 18 years of age or older that the school will produce directory information, if requested from the entities identified above. The parents and students 18 years of age or older shall have 14 calendar days from the date of the notice to object in writing to the release of any of the above information.

Challenge to Records

A parent or student 18 years of age or older may challenge a record as being inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. The following procedures are added if the parents or student 18 years of age or older seek to correct educational records:

- (a) The parent or student 18 years of age or older should complete a written form describing their request to correct a record.
- (b) The parents or student 18 years of age or older shall meet with the Corporation Lead Administrator or designee. If the Corporation Lead Administrator or designee decides a correction should be made, the correction should be forwarded the principal who shall see that all effected records are changed.
- (c) In the event that the request is not resolved to the parent or student's satisfaction, they may request a further hearing into the matter. In this event, the Corporation Lead Administrator or the designee will appoint a "hearing examiner" to hold a hearing on the matter. The

request for a hearing shall be in writing. The parent or student 18 years of age or older shall have an opportunity to present evidence and may be represented by attorney at their expense. The hearing examiner shall have no direct interest in the situation and shall notify the parents or student 18 years of age or older of the procedures governing the hearing, including what rights the parents shall have and how the hearing will be recorded. Upon the conclusion of the hearing, the hearing examiner will issue a ruling within a reasonable period of time, and if the parents or students 18 years of age or older are not satisfied, they may appeal to the U.S. Department of Education.

Reporting Child Abuse and Neglect

School employees shall report any suspected child abuse and neglect. In compliance with IC 31-33-5-1 *et seq.*, any employee who has knowledge of suspected child abuse will report this knowledge to the Education Director. The counselor will be responsible for making a report to Child Protective Services (C.P.S.) and appropriate law enforcement. If the counselor is unavailable, the building administrator will make the report. The school counselor will be responsible for all follow-up communications with C.P.S. and any law enforcement officials and inform appropriate school personnel about the outcome of reported child abuse or neglect.

The law protects those who report suspected child abuse or neglect: those who report child abuse or neglect or who participate in any judicial proceeding or other proceeding resulting from such report is immune from any civil or criminal liability, provided that the individual is acting in good faith.

If investigators want to interview a student who is a suspected victim of abuse or neglect, the building principal shall determine whether or not the student's parents should be notified. If it is appropriate, the principal shall notify the parents of the time and place of the interview.

Retention of Records

The following parts of a student's education records shall be kept permanently:

- (a) Name, address, telephone number.
- (b) Those records required for enrollment (for example: proof of birth, proof of residency, immunization records).
- (c) Attendance records and grades/transcripts.
- (d) Standardized test results.
- (e) Date of graduation, transfer, or withdrawal.

The following parts of a student's education records shall be kept for two years beyond the date the student graduates, transfers, or withdraws:

- (a) Health and medical information, unless it must otherwise be destroyed according to law.
- (b) Records concerning the rights and responsibilities of parents (for example: custodial or guardianship documents).
- (c) Student's awards, honors, and recognitions.
- (d) Discipline records.
- (e) Records concerning identification, evaluation, or placement of disabled students.

Substantive emails concerning students, school policy, or other school-related issues shall be retained no less than three years.

All other records shall be retained no less than three years, unless they otherwise are required by law to be destroyed.

Operations

It is the policy of the Board that the Education Director shall be the school's purchasing agent.

The Education Director may purchase up to \$50,000 maximum for a single item or a group of similar items without seeking any quotes.

If the purchase is anticipated to be more than \$50,000 but less than \$150,000, the Education Director shall seek at least three price quotes and shall mail an invitation to quote to at least three persons known to deal in the lines of class of items to be purchased. The invitation to quote shall be mailed at least seven (7) days before the time fixed for receiving quotes. If the Education Director receives a satisfactory quote, he or she shall award the contract to the lowest responsible and responsive offeror. The Education Director may reject all quotes. If the Education Director does not receive a quote from a responsible and responsive offeror, the Education Director may make a purchase on the open market.

If the purchase is anticipated to be more than \$150,000, then the Education Director shall obtain competitive bids and shall follow the bidding process described in IC 5-22-7-1 *et seq.*

Exceptions to the foregoing requirements may be permitted when purchasing from suppliers who have been awarded contracts with the State of Indiana or when making purchases from authorized State institutions.

Those purchases that are allowed for in the school's budget may be made upon the purchasing agent's authorization.

Community Use of School Facilities

The school's facilities are to primarily be used for school functions. When the school's facilities can be made available for other community use without interfering with school functions, the facilities will be available under the following guidelines.

Permitted Uses of School Facilities

The following uses are permitted:

- (a) School related extra-curricular and co-curricular activities if at least one faculty member shall be continuously present.
- (b) Civic and other community nonprofit organizations.
- (c) Parent Teacher Organizations.
- (d) Religious activities led by students provided that staff members do not organize or lead the activity or encourage, recommend, or endorse student participation, if at least one faculty or staff member agrees to be and is continuously present.

A fee may be charged for uses (b), (c), and (d), but the fee shall not exceed the cost to the school for allowing the use.

Prohibited Uses of School Facilities

The school facilities shall not be used for activities that:

- (a) Violate or advocate violating school rules;
- (b) Advocate violence or breaking the law;
- (c) Present a substantial risk of injury to person or property;
- (d) Are led by an organization or group that has failed in the past to use the school facilities in an appropriate manner; or
- (e) Involve tobacco or alcohol use.

Procedures for Use of School Facilities

All requests to use school facilities shall be written and delivered to the Education Director. The Education Director shall determine whether the proposed activity is consistent with this policy. The Education Director may immediately terminate the use and require those in attendance to exit immediately. If an organization or group that intends to use school facilities is not covered by the school's liability insurance policies, the Education Director shall require the group or organization to execute in writing a release and indemnification agreement, agreeing to

hold the school harmless from all claims arising out of the group or organization's use of the facilities, including claims of any invitees of the group or organization.

No Tobacco Use

Smoking and all use of tobacco products are prohibited in all school facilities, in school-owned vehicles, and on school grounds, both during and outside regular school hours. Anyone who is seen smoking or using tobacco products on school property shall be asked to stop. If the individual does not comply, the individual shall be asked to leave and the violation may be referred to the Education Director, or if the violation does not occur in or on schoolhouse grounds, to Education Director. Repeated violations may lead to the individual being asked to no longer enter school property.

ARTICLE IV
STUDENTS

Non-Discrimination, Equal Educational Opportunity, and Anti-Harassment

Policy Statement

The School will foster an educational environment that provides an equal educational opportunity for all students pursuant to all applicable federal, state, and local laws. The School follows all applicable federal, state, and local non-discrimination laws in its educational programs. The School does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or any other protected category specified in applicable federal, state, or local law.

Harassment is Prohibited

All students, administrators, and employees are responsible for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school grounds immediately before, during, or immediately after school hours; in any school program or activity taking place in school facilities, on school transportation, or at other off-campus locations, such as at school-sponsored field trips or a training program; or using property or equipment provided by the school, including school-owned computers and the school's computer network.

Anyone who believes that a student has been or is the victim of harassment is encouraged to immediately report the situation to an appropriate staff member such as a teacher, counselor, or the designated anti-harassment coordinator listed below.

The School has designated staff members as coordinators of non-discrimination and anti-harassment; their contact information is listed below. The coordinators are responsible for ensuring compliance with applicable federal and state law. The coordinators shall receive and process any formal complaints of discrimination or harassment based on a protected class, shall document all reports, and shall establish a recordkeeping protocol.

Title	Name	Phone	Email	Mailing Address	Forms of Harassment Addressed by this Coordinator
Section 504 Coordinator	TBD	<i>[insert information]</i>	<i>[insert information]</i>	<i>[insert information]</i>	Disability
Title IX Coordinator	TBD	<i>[insert information]</i>	<i>[insert information]</i>	<i>[insert information]</i>	Race
Title VI Coordinator	TBD]	<i>[insert information]</i>	<i>[insert information]</i>	<i>[insert information]</i>	Gender
Anti-	TBD	<i>[insert</i>	<i>[insert</i>	<i>[insert</i>	All other

Harassment Coordinator	information]	information]	information]	information]	forms of harassment
------------------------	--------------	--------------	--------------	--------------	---------------------

Sexual Harassment

Students shall not engage in any activity to harass an employee or student through conduct or communications of a sexual nature.

“Sexual Harassment” is defined as unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made a term or condition of employment or education;
- (b) Submission to, or rejection of, such conduct is used as a basis for academic or employment decisions affecting that individual;
- (c) Such conduct has the effect of unreasonably interfering with the individual’s academic or professional performance or of creating a hostile or offensive work environment;
- (d) Denial of an employment or educational opportunity occurs directly because an individual refused to submit to unwelcome requests for sexual favors made by a supervisor or teacher;
- (e) Such conduct is engaged in by volunteers and/or non-employees over which the School has some degree of control of their behavior while on school property.

Examples of sexual harassment include the following:

- (a) Verbal conduct of a sexual nature such as talking about sex or sexual feelings, telling sexual jokes or stories, making sexual comments or innuendoes, whistling or making other sexually suggestive sounds;
- (b) Nonverbal conduct of a sexual nature such as displaying materials with sexually suggestive words or pictures, making sexual gestures, giving gifts or other items of a sexual nature, staring at a person’s body or clothing, invading a person’s space by standing closer than appropriate under the circumstances; or
- (c) Physical conduct of a sexual nature such as touching, kissing, hugging, massaging, or brushing up against another person.

Legal Citation:

Indiana Civil Rights Act

Title VII of the Civil Rights Act of 1964

Americans with Disabilities Act

IC 20-33-1-1 to -7

Internet Safety (Children Internet Protection Act)

The School recognizes that making the Internet and related technology available may enhance the learning process, if such technology is appropriately accessed and safety procedures are implemented. This policy applies any time a student uses:

- (a) a School-owned computer or other technological device to access the School network/internet connection;
- (b) a School-owned computer or other technological device to access a private network/internet connection;
- (c) a privately owned computer or other technological device to access the School network/internet connection; or
- (d) a privately owned computer or other technological device to access a private network/internet connection while on School property.

The School shall provide age-appropriate education to students regarding safe and appropriate online behavior, including interacting with other individuals on the Internet and cyberbullying awareness and response. The School will implement technology protection measures such as filters that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or harmful to minors. In accordance with the Child Internet Protection Act, the School shall also design and implement measures to restrict minors' access inappropriate material, monitor the online activities of minors, and protect against the unauthorized disclosure, use, and dissemination of personally identifiable information regarding minors. Web browsing may be monitored and web activity records may be retained indefinitely.

Students who engage in unauthorized access, including hacking and other unlawful online activities, will be subject to disciplinary rules and applicable criminal statutes.

Legal Citation:

47 U.S.C. § 254(h)(5)(B)-(C), 254(l)
20 U.S.C. § 6777
47 C.F.R. § 54.520(c)(1)(i)

Anti-Bullying

Bullying is **prohibited** by the Corporation. Students who commit any acts of bullying are subject to discipline including but not limited to suspension, expulsion, arrest, and/or prosecution.

Definition

“Bullying” is defined as overt, unwanted, repeated acts or gestures, including verbal or written communications or images transmitted in any manner (including digitally or electronically); physical acts committed; aggression; or any other behaviors committed by a student or group of students against another student with the intent to harass, ridicule, humiliate, intimidate, or harm the targeted student, creating for the targeted student an objectively hostile school environment that:

- (1) places the targeted student in reasonable fear of harm to his or her person or property;
- (2) has a substantially detrimental effect on the targeted student’s physical or mental health;
- (3) has the effect of substantially interfering with the targeted student’s academic performance; or
- (4) has the effect of substantially interfering with the targeted student’s ability to participate in or benefit from the services, activities, or privileges provided by the school.

Bullying does **not** include, and should not be interpreted to impose any burden or sanction on, the following:

- participating in a religious event;
- acting in an emergency involving the protection of a person or property from an imminent threat of serious bodily injury or substantial danger;
- participating in an activity consisting of the exercise of a student's freedom of speech rights;
- participating in an activity conducted by a nonprofit or governmental entity that provides recreation, education, training, or other care under the supervision of one (1) or more adults;
- participating in an activity undertaken at the prior written direction of the student's parent; or
- engaging in interstate or international travel from a location outside Indiana to another location outside Indiana.

Applicability

The Corporation prohibits bullying in all forms. This policy may be applied regardless of the physical location in which the bullying behavior occurred, whenever the individual committing the bullying behavior and any of the intended targets of the bullying behavior are students attending a school within the Corporation and disciplinary action is reasonably necessary to avoid substantial interference with school discipline or prevent an unreasonable threat to the rights of others to a safe and peaceful learning environment. The Corporation prohibits bullying through the use of data or computer software that is accessed through any computer, computer system, or computer network.

Education

The Corporation will provide training and/or instruction on anti-bullying prevention and policy to all students in grades 1 through 12, as well as staff, in accordance with Indiana law.

Reporting

Anyone who believes that a student has possibly been or is the victim of bullying is encouraged to **immediately** report the situation to an appropriate staff member such as a teacher, school counselor, or administrator (including the Corporation Lead Administrator). All staff, volunteers, and contracted service providers who observe or receive a report of suspected bullying shall notify a designated school administrator in charge of receiving reports of suspected bullying within the same day. If a staff member does not know who to make a report to, he or she should report directly to the building principal or Corporation Lead Administrator. Bullying reports to the Department of Child Services and/or law enforcement must be made as required by law, such as when a staff member believes that a student is the victim of abuse or neglect. Any person who makes a report of bullying and requests to remain anonymous will not be personally identified as the reporter or complainant to extent permitted by law. The Corporation will act appropriately to discipline staff members, volunteers, or contracted service providers who receive a report of bullying and fail to initiate or conduct an investigation of a bullying incident and for persons who falsely report an incident of bullying. The Corporation will act appropriately to discipline students, staff members, visitors, or volunteers who make false reports of bullying.

Investigation

Once a report of suspected bullying is received by the designated school administrator, an expedited investigation shall follow. The investigation should be facilitated by the designated school administrator or other appropriate school staff. Information relating to the investigation will be gathered using means including, but not limited to: witness interviews, request for written witness statements, record identification and review, and an assessment of whether bullying occurred. The investigation will be initiated within one (1) school day of the report to the designated school administrator and will ordinarily be completed within ten (10) school days.

Intervention/Responses

If a report of suspected bullying is substantiated through an investigation, then the Corporation shall take appropriate intervention and responses as consistent with policy and procedure. The Corporation will take prompt and effective steps reasonably calculated to stop the bullying, remedy the bullying, and prevent the bullying from recurring. Interventions and responses include, but are not limited to: separating the bully and the target; follow-up school counseling for the target; bullying education for the bully; and prompt disciplinary action against the bully. These steps should not penalize the target of the bullying. Disciplinary actions against the bully may include, but are not limited to: suspension and expulsion for students; discharge for employees; exclusion for parents, guests, volunteers, and contractors; and removal from any office for governing body members. Also, if the acts of bullying rise to the level of serious criminal offense the matter may be referred to law enforcement. The Corporation shall inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services.

Parental Involvement

Parents are encouraged to be involved in the process of minimizing bullying. Parents should report suspected acts of bullying to an appropriate school official. In addition, parents of students suspected of bullying will be notified with a phone call or through other appropriate means of communication. Conversely, parents of students suspected of being the target of acts of bullying will also be notified with a phone call or through other means of appropriate communication. Parent notifications will occur in an expedited manner within two (2) school days after the designated school administrator receives the report of suspected bullying. Parents of students who are disciplined for acts of bullying will be involved in the disciplinary process consistent with the law and Corporation policy.

Reporting to IDOE

Each school within the Corporation will record and report to the Corporation Lead Administrator or his or her designee the frequency of bullying incidents in the following categories: verbal bullying, physical bullying, social/relational bullying, and electronic/written communication bullying (or a combination or two or more of the above categories). The Corporation Lead Administrator or his or her designee shall report the number of bullying incidents by category for each school and the entire corporation for each school term to the Indiana Department of Education by July 1.

Legal Citations:

IC 5-2-10.1-12

IC 20-20-8-8

IC 20-26-5-34.2

IC 20-30-5-5.5

IC 20-33-8-0.2

IC 20-33-8-13.5

IC 20-34-6-1

IC 21-39-2-2.1

Social Media

The School recognizes that the Internet and related technology enhances the learning process, if such technology is appropriately accessed. Students are expected to use social media responsibly and employ their own good judgment. The School has a separate Social Media Policy that applies to all staff. Students are encouraged to review this policy for guidance on appropriate use of social media.

The School prohibits bullying through the use of data or computer software that is accessed through any computer, computer system, or computer network. Students using social media to bully or harass other students are subject to the Anti-Bullying Policy and discipline procedures. Students should alert a teacher or other staff member if they see threatening, inappropriate, or harmful content online (including messages, posts, images, etc.)

Student Health: Medication, Immunization, Wellness

Medication

No medication shall be administered without the written and dated consent of the student's parent or guardian. A student's parent or guardian shall be required to provide consent at least once every school year. The student's parent or guardian shall provide a copy of the physician's original prescription or pharmacy label and the School shall maintain such copy on file.

The School shall maintain medication in a secure location and administer medication in accordance with the physician's prescription. Only designated School employees shall be authorized to administer medication.

If the medication is to be terminated prior to the date on the prescription, the parent or guardian shall provide written and dated consent or withdraw of consent.

Legal Citation:

511 I.A.C. 7-36-9

Immunization

The parent or guardian of a student shall provide written proof of immunization not later than the first day of school in every grade, pursuant to Indiana law. A student without proper proof of immunization on the first day of attendance is considered in violation of Indiana law and will not be allowed to attend classes unless the School Nurse or a designee determines that the student qualifies for a waiver or extension as permitted by Indiana law.

The School shall maintain an immunization record of each student and shall annually file a written report to the State Board of Health and local board of health as required by Indiana law.

Legal Citations:

IC 20-34-3

IC 20-34-4

Wellness

The School is committed to establishing, maintaining, and evaluating a healthy school environment and student population. To this end, the School shall:

- (a) Provide opportunities for nutrition education;
- (b) Provide opportunities for physical activity;

- (c) Establish nutrition guidelines for all foods available on School campus during the school day that are consistent with federal nutritional guidelines and promote student health and reduce childhood obesity;
- (d) Provide students access to nutritious food and beverages;
- (e) Require that all meals served by the School meet the federal nutritional guidelines issued by the U.S. Department of Agriculture and follow principals of the Dietary Guidelines for Americans; and
- (f) Provide other school-based activities that promote student wellness.

The Education Director or a designee shall establish goals and procedures for the implementation of this policy. Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public are permitted to participate in the development, implementation, and periodic review and update of this policy and procedures.

The Education Director or a designee shall ensure that this policy and procedures are duly implemented, complied with, and evaluated. The content and implementation of this policy and procedures shall be made available to the public.

On an annual basis, the Education Director or a designee shall assess this policy and procedures, including the extent to which the School is in compliance with the policy, the extent to which the policy compares to a model policy, and a description of the progress made in attaining the goals of the policy. The Education Director or a designee shall report to the Board on an annual basis an assessment of this policy and corresponding procedures. This assessment shall be made available to the public.

Legal Citation:

42 U.S.C § 1758b

Special Education

The School is committed to educating students with disabilities consistent with applicable federal and state law.

Least Restrictive Environment

The School recognizes the importance of educating students with disabilities in the least restrictive environment.

The School shall ensure to the maximum extent appropriate that students with disabilities are educated with nondisabled students and that students are removed from the general education environment only when the nature and severity of the disability is such that education in general education classes using supplementary aids and services cannot be satisfactorily achieved. The School shall ensure that a continuum of services is provided in order to meet the individual needs of students with disabilities, including supplementary services to be provided in conjunction with general education placement. In selecting the least restrictive environment, consideration shall be given to any potential harmful effect on the student or quality of services needed.

The student's case conference committee shall determine the placement in which a student will receive services, to be delivered in the least restrictive environment regardless of the identified disability.

The School shall take reasonable measures to see that students with disabilities are in classes and buildings with their chronological peers unless an alternative is determined appropriate by the student's case conference committee, as documented in the appropriate written notice. Students with disabilities shall not be removed from education in age-appropriate general education classes solely because of needed modifications in the general curriculum.

In addition, the School shall take reasonable measures to see that a student with a disability has an equal opportunity to participate with nondisabled students in nonacademic and extracurricular services and activities to the maximum extent possible.

The Special Education Director or a designee shall promulgate procedures to implement this policy.

Legal Citation:

511 I.A.C. 7-42-10

Special Education Transition Services

The School shall take reasonable measures to see that children participating in early intervention programs under Part C of the of the Individuals with Disabilities Education Act experience a smooth and effective transition to early childhood special education under Part B of the Individuals with Disabilities Education Act .

The Special Education Director or a designee shall promulgate procedures to implement this policy.

Legal Citations:

511 I.A.C. 7-13-2

20 U.S.C. 1400 et. seq.

Procedural Safeguards

The Special Education Director or a designee shall establish and maintain procedures to provide reasonable safeguards with respect to the provision of special education services.

Legal Citation:

20 U.S.C. 1415(d), 34 C.F.R. 300.504

Article 7

Discipline for special education students is subject to the requirements of 20 U.S.C. 1415 *et seq.* and 511 I.A.C. 7-1-1 *et seq.*

The Special Education Director or a designee shall promulgate procedures and guidelines to implement this policy in accordance with IDEA and Article 7.

Enrollment and Residency Requirements

In accordance with state law, the School is a charter school open to any student who resides in Indiana. The School shall enroll any eligible student who submits a timely application for enrollment and shall not limit student admissions on the basis of any factor other than capacity or as otherwise authorized by law.

The School may limit new student admissions in order to ensure that a student who attends the School during the school year may continue to attend in subsequent years, and to allow the siblings of an enrolled student to attend the School.

If the School receives a greater number of applications than there are spaces for students, each timely applicant will be given an equal chance of admission. The School shall determine which of the applicants will be admitted to the School or the program, class, grade level, or building by a random drawing in a public meeting.

The Education Director or a designee shall promulgate procedures to implement this policy.

Legal Citation:

IC 20-24-5 *et seq.*

Restraint and Seclusion

As part of the emergency procedures in place in our school, no student will be restrained and/or placed in seclusion by school staff unless the student's behavior poses an imminent risk of injury to him/herself or others. However, significant violations of the law including assaults on students and staff must be reported to the police. As soon as possible after any such use of restraint and/or seclusion, the parents or guardian must be informed when any of these actions have occurred and be provided with a detailed account of the incident including the circumstances that led to the use of restraint and/or seclusion.

Discipline, Suspension, and Expulsion

Student Discipline: School's Obligations and Powers

Administrators, teachers, and the students themselves are responsible for fostering an environment that promotes desirable student behavior. Students must follow responsible directions from teachers and other school employees in all educational settings and refrain from disruptive behavior that interferes with the educational environment.

An administrator, teacher, or other staff member who has students under the individual's charge may take action toward a student that is reasonably necessary to carry out or prevent an interference with an educational function that the individual supervises. An administrator, teacher, or other staff member may remove a student for period not to exceed five (5) days from an educational function supervised by such individual.

Grounds for Suspension and Expulsion

A student may be suspended or expelled for "student misconduct" or "substantial disobedience" as those terms are defined in the School's Education Director and the student misconduct or substantial disobedience in question occurs:

- (a) On school grounds immediately before or during school hours, or immediately after school hours, or at any other time when the school is being used by a school group;
- (b) Off school grounds at a school activity, function, or event; or
- (c) Traveling to or from school or a school activity, function, or event.

Notwithstanding the foregoing or the maximum term of an expulsion specified below, a student who is identified as bringing a firearm (as defined by IC 35-47-1-5) or destructive device (as defined by IC 35-47.5-2-4) to school or on school property, or who is in possession of a firearm or destructive device on school property, shall be expelled for at least one (1) calendar year, with the return of the student to be at the beginning of the first school semester after the end of the one (1) year period. The Education Director may modify the period of expulsion on a case-by-case basis for any student expelled for a violation of this paragraph.

Notwithstanding the foregoing or the maximum term of an expulsion specified below, a student who is identified as bringing a deadly weapon (as defined by IC 35-31.5-2-86) to school or on school property, or who is in possession of a deadly weapon on school property, may be expelled for not more than one (1) calendar year.

Procedure for Suspension

The Education Director may suspend a student for not more than ten (10) school days provided the student has the opportunity for a meeting with the Education Director, during which the student is entitled to the following:

- (a) A written or an oral statement of the charges against the student;
- (b) If the student denies the charges, a summary of the evidence against the student; and
- (c) An opportunity for the student to explain the student's conduct.

If the conduct in question requires immediate removal of the student, the meeting mentioned above must occur as soon as reasonably possible after the student's suspension. Following a suspension, the Education Director shall send a written statement to the parent of the suspended student describing the student's misconduct and the action taken by the Education Director.

Notwithstanding the foregoing paragraph, a Education Director may suspend a student for more than ten (10) days provided such suspension is pending expulsion and the Education Director determines that such continued suspension will prevent or substantially reduce the risk of:

- (a) Interference with an educational function or school purposes; or
- (b) A physical injury to the student, other students, school employees, or visitors of the school.

Procedure for Expulsion

The Education Director may conduct an expulsion meeting or appoint legal counsel or a member of the Education Director's administrative staff, provided such member has not expelled the student in question during the current school year and was not involved in the events giving rise to the current expulsion. The Education Director or appointed person may issue subpoenas, compel the attendance of witnesses, and administer oaths to those giving testimony at the expulsion meeting.

Prior to the expulsion meeting, the Education Director or appointed person must give the student and the student's parent notice of their right to appear at the expulsion meeting. Such notice must meet the following requirements:

- (a) Provided by certified mail or personal delivery;
- (b) Contain the reasons for the expulsion; and

- (c) Contain the procedure for requesting an expulsion meeting.

If the student or student's parent fails to request and appear at an expulsion meeting within ten (10) days after receiving notice, then the student and the student's parent forfeit all rights to contest and appeal the expulsion. Notice shall be deemed to have been provided when sent by certified mail or personally delivered to the student and the student's parent.

If the student or the student's parent request an expulsion meeting, the Education Director or appointed person shall conduct the expulsion meeting and, within a reasonable time following the meeting's conclusion, perform the following:

- (a) Issue a written summary of the evidence heard at the expulsion meeting;
- (b) Take action the individual finds appropriate; and
- (c) Give notice of the action taken to the student and the student's parent.

Within ten (10) days of receipt of the action taken, the student or the student's parent may submit a written appeal to the Board. Within a reasonable time following receipt of a written appeal, the Board shall hold a meeting to consider:

- (a) The written summary of the evidence issued by the Education Director or appointed person; and
- (b) The arguments of the person advocating for expulsion and the student or the student's parent.

Upon considering these items, the Board may take action it finds appropriate.

The student or the student's parent may seek judicial review of an expulsion decision as provided by IC 20-33-8-21.

Maximum Term of Expulsion

Except for misconduct specified above relating to a firearm, explosive device, or deadly weapon, a student may not be expelled for a longer period than the remainder of the school year in which the expulsion took effect if the misconduct occurs during the first semester. If a student is expelled during the second semester, the expulsion remains in effect for the summer school (if applicable) and may remain in effect for the first semester of the following school year.

Special Disciplinary Rules for Students with Disabilities

Notwithstanding the foregoing or any other law or policy, a suspension, expulsion, or other disciplinary action against a student who is a child with a disability (as defined by IC 20-35-1-2) is subject to the procedural requirements of 20 U.S.C. 1415 *et seq.* and 511 I.A.C. 7-1-1 *et seq.*

Student Attendance

The School shall establish student entrance requirements consistent with state law. Recognizing that absence from school affects a student's academic progress, the School requires all enrolled students to attend school regularly in accordance with state law. Students shall be present and on time for each school day, each class, and each activity, unless such attendance is excused.

The School shall report habitually truant students to the Bureau of Motor Vehicles in accordance with state law.

The Education Director or a designee shall promulgate procedures to implement this policy. Such procedures shall include the following:

- (a) Obtaining proper documentation from a student initially enrolling in the School, including guidelines for requesting and acquiring educational records from the school last attended by an enrolling student;
- (b) Excused and unexcused reasons for absence;
- (c) Guidelines when a student withdraws from school before age eighteen (18), including exit interviews and written acknowledgment of withdrawal;
- (d) Reporting habitually truant students to the Bureau of Motor Vehicles;
- (e) Reporting suspected missing children to the Indiana clearinghouse in accordance with IC 20-33-2-10.

Legal Citation:

IC 20-33-1-1 et seq.
511 I.A.C. 1-3-1 and -2

Homeless Students

The School recognizes the barriers to education faced by homeless youth and children. In accordance with the federal McKinney-Vento Homeless Assistance Act, the School will work with homeless students and their families to the extent practical to ensure stability in school attendance and other services.

Definition

“Homeless children and youth” are defined as individuals who lack a fixed, regular, and adequate nighttime residence. The term includes children who:

- (a) are “doubled up” (sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason);
- (b) are living in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations;
- (c) are living in emergency or transitional shelters;
- (d) are abandoned in hospitals;
- (e) are awaiting foster care placement;
- (f) have a primary nighttime residence that is not designed for, or ordinarily used as, a regular sleeping accommodation for humans;
- (g) are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (h) are migratory children who qualify as homeless because they are living in circumstances described above.

Prohibition against Segregation and Stigmatization

The School shall not segregate a homeless child or youth in a separate school, or in a separate program within a school, based on the student’s status as homeless. The School shall adopt procedures to ensure that homeless students are not isolated or stigmatized based on their status as homeless.

Homeless students will be provided School services and programs for which they are eligible.

“Best Interest” Determination

The School shall make placement determinations on the basis of the “best interest” of the student. The School shall, to the extent feasible, keep a homeless

student in the school of origin while they remain homeless or until the end of the academic year, unless doing so is contrary to the wishes of the student's parent or guardian. If a dispute arises over school selection or placement, the school in which enrollment is sought by the parent or guardian shall immediately enroll the homeless student, pending resolution of the dispute. The parent, guardian, or unaccompanied youth will be informed of the corporation's decision and their appeal rights in writing. The School's liaison will execute the dispute resolution in accordance with state law.

If the School is selected on the basis of a "best interest determination," the School shall immediately enroll the homeless student, even if the student is unable to produce the records normally required for enrollment (such as previous academic records, medical records, proof of residency, birth certificates, or other documentation). The School will immediately contact the school last attended by the student to obtain relevant educational or immunization records. Emergency contact information may be required at the time of enrollment.

Transportation

At the request of the homeless student's parent or guardian (or in the case of the unaccompanied youth, the liaison), the School shall ensure that transportation is provided to and from the school of origin to the school where they are to be enrolled.

If the School of origin is a different Corporation, or a homeless student is living in another Corporation but will attend this School, the two schools will coordinate upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the schools cannot agree upon a method, the responsibility and costs for transportation are to be shared equally.

Liaison and Reporting

The School shall designate a staff member to serve a liaison between homeless families and school staff, school administration, shelter workers, and other service providers.

The School shall comply with all reporting requirements under state and federal law. Homeless students will be provided a written statement of their educational rights when they enroll in the School and at least two times per year.

The School shall post information regarding the educational rights of homeless students in the community, schools, and other places that homeless families may frequent.

Procedures

The Education Director or a designee shall promulgate procedures to implement this policy. These procedures shall include, but are not limited to:

- (a) easing the tracking, obtaining, and transferring a homeless student's educational records;
- (b) effective systematic transportation procedures for homeless students;
- (c) necessary steps to protect children who are victims of domestic violence, such as protecting children's identity in school database systems and arranging for anonymous pick-up and drop-off locations for school buses;
- (d) resolution procedures and rights to resolve disputes over enrollment;
- (e) the role and duties of the homeless liaison, in compliance with federal and state law; and
- (f) reaching out to the community to ensure homeless students and their families are aware of their educational rights.


Legal citation:

42 U.S.C. 11432

Attachment 5: EDUCATION ONE, L.L.C. - CHARTER SCHOOL APPLICANT
Statement of Assurances
(One copy per proposed charter)

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 Education One, L.L.C. 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 Education One, L.L.C., Trine University, 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 Education One, L.L.C. may revoke the charter if it 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.	
<u>PRINT NAME & TITLE</u> Joel E. Harris, President Dynamic Minds Academy Board of Directors	<u>DATE</u> 9/4/2018
<u>SIGN NAME</u> 	

Attachment 6: Board Member Information

Charter School Board Member Information Form

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, Education One 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 applicant team 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: **Dynamic Minds Academy (DMA)**
2. Full name: **Barbara M. Maschino**
Home Address: **821 Westridge North Drive, Noblesville, IN 46062**
Business Name and Address: **Retired from Options Charter Schools**

Telephone No.: **(317) 945-7724**
E-mail address: **barbara.maschino@gmail.com**
3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application.)
 X Resume and professional biography are provided. **Resume has been submitted.**
4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.
 X **Does not apply to me.** Yes
5. Why do you wish to serve on the board of the proposed charter school? **Since retiring two and a half years ago from the Options Charter Schools I have spent a great deal of time trying to figure out how to best serve my community in a way that capitalizes on my passion for providing a quality and appropriate education to students who have unique needs. Serving on Dynamic Minds Academy Board seems to be the best place I can utilize my skills and knowledge as a former special educator, and alternative school teacher and charter school leader.**
6. What is your understanding of the appropriate role of a public charter school board member? **Because I have never served on a Board before, I know that I have a great deal to learn. I do believe that my purpose on the Board will be to make sure that the school leaders make decisions based upon the shared mission and vision of its constituents, as well as what is in the best interests of its students .**

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member. **I have the time and energy to put my education and previous experiences to good use. I have some strong beliefs about what makes a good school, but am also open to new and different ideas, provided that they are grounded in the principle that whatever the school does is in the best interest of its students and their individual needs, not what is most expedient.**
8. Describe the specific knowledge and experience that you would bring to the board. **I have both a bachelor's and master's degree in Special Education. I have been a special educator in grades K-12 and a high school alternative teacher in a variety of challenging environments. I started an alternative program for Carmel High School, and co-founded the Options Charter Schools with Kevin Davis. For the final thirteen years of my career in education, I served as the Principal of the Options Charter School in Carmel. I did serve on several special education, alternative education, and charter school advisory boards, but not a Board of Education.**

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? **Simply put, I believe Dynamic Minds Academy is dedicated to educating the whole child; that is, it believes in addressing both the social/emotional as well as educational needs of individuals with autism spectrum and other related disorders.**
2. What is your understanding of the school's proposed educational program? **It is my understanding that each student, depending upon his/her needs, is offered both behavioral therapy and an appropriate educational program. The focus is on assessing specific needs and preparing students for the real world using a variety of practical and experiential learning opportunities.**
3. What do you believe to be the characteristics of a successful school? **A successful school does what it says it's going to do in its mission statement. In the case of DMA, it provides an environment where students have the opportunity to "develop meaningful relationships and real world success." How this is measured will depend upon the individual needs of each student as outlined in his/her IEP. If students are successfully completing the goals in their IEP's then I would consider the school a success. A successful school also knows how to evaluate itself and make necessary adjustments along the way. Completing credits and passing tests may satisfy State requirements; however, I don't believe they are the only measures of success.**
4. How will you know that the school is succeeding (or not) in its mission? **(See previous answer.)**

Governance

1. Describe the role that the board will play in the school's operation. **The role of the Board, from my understanding, is to support and guide the school's leadership, as**

well as hold them accountable in a variety of areas; e.g. school management, educational programming and fiscal health. It is NOT the job of Board members to tell the leaders what to do or micro-manage the decisions that they make.

2. How will you know if the school is successful at the end of the first year of operation? **A good Board looks at the goals the school set out to meet and assess to what degree they have been met. I believe a successful school is able to evaluate itself and make necessary adjustments that will help to foster success the following year. I reject the idea that the school has failed if goals have not been met. Continuous improvement is what should be valued.**
3. How will you know at the end of four years if the school is successful? **I will know that the school is successful if there is continuous positive movement toward meeting its long-term goals. These goals must be reviewed annually and revised as necessary.**
4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? **Self-reflection and continuous improvement.**
5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school? **I would share my concerns with the President of the Board and expect that my concerns be investigated and action taken if proven true. Ultimately, a vote of the majority of the members of the Board will be necessary to remove the accused Board member, based on the evidence provided.**

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 I know Bruce Breeden from Carmel Schools.**
2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
 X I / we do not know any such employees.
3. 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 some 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. **X Yes Both Kevin Davis and Michelle Olsen will be involved with DMA. Kevin and I started the Options Charter Schools and I hired Michelle to serve as our Special Education Teacher for the Carmel school and later as the Special Education Director for both the Carmel and Noblesville Schools.**

4. 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
5. 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 As stated above, I have known and worked with Kevin Davis for over thirteen years. DMA contracts with Kevin's company for assistance.**
6. If the school intends to contract 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
7. 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
8. 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
9. 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

Certification

I, Barbara M. Maschino, certify to the best of my knowledge and ability that the information I am providing to Education One as a prospective board member for Dynamic Minds Academy is true and correct in every respect.

Barbara M. Maschino
Signature

6/15/2018
Date

Exhibit A: 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, Education One, L.L.C. 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:
Dynamic Minds Academy
2. Your full name: Joel Edward Harris
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.

I have run companies, including those that operate with boards of directors. I work daily with companies to help them be organizationally more efficient and use systems to increase the quality of what they do.

I am the parent of a child who receives the services that a school like Dynamic Minds Academy would serve. So I can provide the insight to the board of how to better serve the target students as well as their families.

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

My son has received therapy and educational services through The Hope Source for several years. The Hope Source is the selected therapy service provider for Dynamic Minds Academy. As part of this connection, we have known professionally Lisa Chandler who is the proposed Director of DMA.

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, Joel E. Harris, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C. as a prospective board member for Dynamic Minds Academy Charter School is true and correct in every respect.



Signature



Date

Exhibit A: 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, Education One, L.L.C. 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:
Dynamic Minds Academy
2. Your full name: Mary Lou Hulseman, MD
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.

I previously was a committee head for the practice excellent committee at Community Health Network and I have participated in several other committees with the Network. Currently, I am a member of the Community Physician Wellness Committee.

I have had 15 years experience as a family physician working with individuals with autism. I have observed repeatedly that many of my patients need alternative options for school that includes more therapies as well as safe, individualized education. I believe strongly in the Dynamic Minds model. I have seen many of patients who entered this type of model have improved behaviors and other medical conditions.

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 I knew another board member previously from a patient encounter.

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. 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.
X 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. 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

Certification

I, Mary Lou Hulseman, MD, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C. as a prospective board member for Dynamic Minds Academy Charter School is true and correct in every respect.


Signature

6/15/18
Date

Exhibit A: 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, Education One, L.L.C. 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:
Dynamic Minds Academy
2. Your full name: Douglas M Downey
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 interest in serving this board is solely based on the fact that I am a parent of child that will be attending Dynamic Minds Academy (DMA). I have a vested interest in the success of this school. As a parent I want to contribute to the board in a role that advocates for the families attending DMA

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, Mary Lou Hulseman is my son's physician.
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, Douglas M Downey, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C. as a prospective board member for Dynamic Minds Academy Charter School is true and correct in every respect.



Signature

9/6/2018

Date

Exhibit A: 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, Education One, L.L.C. 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:
Dynamic Minds Academy

2. Your full name: Bruce E. Breeden

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.
Served as a 12 year member of the Carmel-Clay Board of School Trustees. I was also heavily involved in the ISBA and also served on the governor's Round Table of Education for 8 years.

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 I know Kevin Davis as a former staff member of Carmel Junior High School
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, Bruce E. Breeden, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C. as a prospective board member for Dynamic Minds Academy Charter School is true and correct in every respect.

Bruce E. Breeden

Signature

12-Sept-2018

Date

Attachment 7: Code of Ethics and Conflict of Interest Policies

Conflicts of Interest

Purpose and Provisions. It is the policy of the Corporation and its Board 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 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, whether by whole blood, half blood, or marriage), 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 a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.
- (d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or a relative owns a significant financial interest or by which the officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved by, the Board.
- (e) Should the Board elect to engage an educational management organization ("EMO"), Charter Management Organization ("CMO") to manage the School's operations, or an Educational Services Provider ("ESP") to provide specific educational services, no director of the Board or any of their respective spouses or immediate family members may have any direct or indirect ownership, employment, contractual or management interest in such EMO, CMO or ESP. All directors of the Board shall thoroughly familiarize themselves with the contract between the Corporation and the EMO, CMO or ESP and the rights and responsibilities of the parties thereunder.
- (f) The Board shall require the Corporation's directors, officers, and employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as 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 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.

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

Compensation. No director of the Board shall receive any compensation for serving in such office; provided that, the Corporation may reimburse any director of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the Corporation shall be construed as a gift to the Corporation.

Code of Ethics

I. A Board member shall honor the high responsibility which his/her membership demands by:

- A. thinking always in terms "of children first";
- B. understanding that the basic function of the Board member is "policy-making" and not "administrative", and by accepting the responsibility of learning to discriminate intelligently between these two (2) functions;
- C. accepting the responsibility along with his/her fellow Board members of seeing that the maximum of facilities and resources is provided for the proper functioning of schools;
- D. refusing to "play politics" in either the traditional partisan, or in any petty sense;
- E. representing at all times the entire school community;
- F. accepting the responsibility of becoming well-informed concerning the duties of Board members, and the proper functions of public schools;
- G. recognizing responsibility as a State official to see the improvement of education throughout the State.

II. A Board member should respect his/her relationships with other members of the Board by:

- A. recognizing that authority rests only with the Board in the official meetings, and that the individual member has no legal status to bind the Board outside of such meetings;
- B. refusing to make statements or promises as to how he/she will vote on any matter which should properly come before the Board as a whole;
- C. making decisions only after all facts bearing on a question have been presented and discussed;
- D. respecting the opinion of others and by graciously conforming to the principles of "majority rule";
- E. refusing to participate in irregular meetings such as "secret" meetings, which are not official and which all members do not have the opportunity to attend.

III. A Board member shall maintain desirable relations with the "Insert School Leader Title" and his/her staff by:

- A. striving to procure, when a vacancy exists, the best professional leader available for the head administrative post;
- B. giving the "Insert School Leader Title" full administrative authority for properly discharging his/her professional duties, and also by holding him/her responsible for acceptable results;
- C. acting only upon the recommendation of the "Insert School Leader Title" in matters of employment or dismissal of school personnel;

- D. having the "Insert School Leader Title" present at all meetings of the Board except when his/her contract and salary are under discussion;
- E. referring all complaints to the proper administrative office and by discussing them only at a regular meeting after failure of administrative solution;
- F. striving to provide adequate safeguards around the "Insert School Leader Title" and other staff members to the end that they can live happily and comfortably in the community and discharge their educational functions on a thoroughly professional basis;
- G. presenting personal criticisms of any employee directly to the "Insert School Leader Title".

IV. A Board member should meet his/her responsibilities to his/her community by:

- A. attempting to appraise fairly both the present and future educational needs of the community;
- B. regarding it as a major responsibility of the Board to interpret the goals and the methods of the school;
- C. vigorously seeking adequate financial support for the school;
- D. Insisting that all school business transactions be on an open, ethical, and above-board basis;
- E. refusing to use his/her position on the Board in any way whatsoever for personal gain or personal prestige;
- F. refusing to discuss personnel matters or any other confidential business of the Board in his/her home, on the street, or in his/her office;
- G. winning the community's confidence that all is being done to the best interests of school children.

This Code of Ethics is reviewed annually and signed by each member of the Board.

Member Name

Date

Attachment 8: ESP Documentation

Unexecuted ESP Agreement

INDIANA CHARTERS LLC EDUCATIONAL SERVICES PROVIDER AGREEMENT:

This Agreement ("Agreement") is made and entered into as of the _____ of _____, 20__ by and between Indiana Charters LLC, an Indiana domestic limited liability Educational Services Provider doing business at 17054 Kirklin Dr., Westfield, Indiana 46074, (the "Educational Services Provider") and DYNAMIC MINDS ACADEMY, an Indiana domestic non-profit corporation located at 5450 Boy Scout Road, Indianapolis, IN 46226 (the "Organizer").

Recitals

Whereas, Dynamic Minds Academy is a charter school Organizer under Indiana Code 20-24-1-7 and wishes to obtain the services of an Educational Services Provider to provide specific educational services in order to assist it in operating a charter school in the State of Indiana, specifically, Dynamic Minds Academy, and to provide further consultative and support services during the pre-opening phase and its first two (2) years of the school's operation; and

Whereas, Indiana Charters LLC is an Educational Service Provider under Indiana Code 20-24-1-6.1 and is qualified to provide the services needed by the Organizer and agrees to render these services pursuant to the terms of this Agreement.

THEREFORE, consideration of the mutual promises set forth in this contract, it is agreed by and between the Educational Services Provider and the Organizer as follows:

1. Retention of Educational Services Provider; Description of Services

Effective as of the date of this Agreement, Organizer shall retain the services of Indiana Charters LLC as an Educational Services Provider, and Indiana Charters LLC hereby accepts such relationship, upon the terms and conditions set forth in this Agreement. Indiana Charters LLC will perform consulting and advisory services on behalf of the Organizer to operate a charter school to be known as Mays Community Academy and to be located in the town of Mays, State of Indiana. As Educational Services Provider, Indiana Charters LLC shall further perform financial, administrative, and general operational support services on behalf of and under the direction of the Organizer during the first three (3) years of said charter school's operation.

Specifically, as Educational Services Provider, Indiana Charters LLC agrees to provide the following services and act in the identified administrative capacities as may be needed by the Organizer during the authorization process and the first three (3) years of operation:

- A) Data Management Services: IDOE data reporting, federal reporting, authorizer reporting, startup support, data entry in PowerSchool as needed, testing support;
- B) Financial Services: Accounting and payroll services, business manager support, grant writing, grant compliance support, fiscal efficiency studies and recommendations;
- C) Administrative Services: special education director; interim administrator; administrative mentor; state, federal and authorizer accountability reporting; student information services support, and expulsion hearing examiner as needed, federal grants support and administration;

D) General Operational Support Services: board policy creation/review; student handbook creation, student handbook review, marketing assistance, vendor research, charter proposal support, technology needs assessment; school development plans; performance management support, and strategic planning;

E) Certified Teacher Support: Indiana Certified English, math, science and social studies teachers to support on-site special education staff with middle school and high school courses of study.

2. Compensation

The Educational Services Provider will provide Organizer with monthly invoices, yearly total spread equally over monthly installments, for services rendered under this Agreement. Organizer shall pay the total balance of each invoice within ten (10) days of receipt.

The Educational Service Provider will work cooperatively with the Organizer to lower total operational costs per student between operational years one and three. Rates will be reassessed at least annually, or at the request of either party, based on the needs of the Organizer, receipt of grant money, and progress of training and mentoring activities. The following rates will apply until adjusted through mutual agreement of the Educational Service Provider and Organizer:

Pre-Operational:	\$5,000
Year One:	\$146,496
Year Two:	\$160,462
Year Three:	\$182,500

2.1. Additional Expenses

Travel fees are included in 2.0 Compensation and ESP will not request further reimbursement of such fees. Organizer is responsible for the cost of checks, registers and prescribed forms for the accounting and payroll processes. They may be purchased by ESP and reimbursed through the approved processes of Organizer.

3. Term & Renewal

The parties hereto contemplate that this Agreement will run from the date hereof, and for the first three (3) years of said school's operation. The parties may renew this Agreement for an additional period of one (1) year at any time during *Organizer's* first, second or third year of operation. Termination of this Agreement under Section 3 or Section 3.1A or B shall not affect the provisions of Section 4, which provision shall survive any termination in accordance with their terms.

3.1 Early Termination

A. Notwithstanding anything to the contrary in Sections 3 and 3.1B & C, this Agreement may be terminated by the Organizer at any time by providing written notice to the Educational Services Provider at least sixty (120) days before the desired termination date.

B. Notwithstanding anything to the contrary in Sections 3, 3.1A, and 3.1C, this Agreement may be terminated at any time, without notice, upon the bankruptcy or dissolution of either party.

C. Notwithstanding anything to the contrary in Sections 3 and 3.1A-B, this Agreement may be terminated by the Educational Services Provider at any time upon the Organizer's failure to pay any amount of compensation due under this Agreement within fifteen (15) days of the established due date. The Educational Services Provider shall provide Organizer written notice of termination under this Section 3C within ten (10) days of deciding to exercise such right.

If the Educational Services Provider relationship is terminated for any of the reasons set forth in Sections 3 and 3.1A- C, the Educational Services Provider shall be entitled to recover any outstanding compensation due to it for services rendered prior to the date notice of termination is provided.

4. Confidential Information

A. As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all Information (as defined in this Agreement) of the following types: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, parts lists, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which Educational Services Provider or Organizer is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with Educational Services Provider or Organizer; (h) procedural or operational manuals, employee manuals, training manuals, or programs; (i) the identity of any employee of Educational Services Provider or Organizer, and the compensation, benefits, or terms of employment of any such employee; and (k) such other information of or regarding Educational Services Provider and Organizer that Educational Services Provider or Organizer actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (a) has not been previously disclosed to the public, or (b) is not ascertainable from public or published information or trade sources, or (c) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information Disclosed (as defined in this Agreement) in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

B. Organizer agrees to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of Educational Services Provider. Organizer agrees that, without the prior express written consent of Educational Services Provider, Organizer shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than Educational Services Provider; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than Educational Services Provider.

C. Organizer expressly agrees and acknowledges that the obligations of Organizer pursuant to this Section 4 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either Organizer or Educational Services Provider, so long as Organizer, or any agent, employee, independent contractor, or advisor of Organizer, has any knowledge, possession, or control of, or access to, any Confidential Information of Educational Services Provider. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, Organizer shall, if required to do so by Educational Services Provider, promptly return to Educational Services Provider (without retaining copies, in any medium) any and all Confidential Information of Educational Services Provider in the possession or control of Organizer.

D. The obligations placed on Organizer under Section 4B & C in regard to the Confidential Information of the Educational Services Provider shall apply in equal part and identical form to the Educational Services Provider in regard to the Confidential Information of the Organizer.

5. Delinquent Compensation

Compensation due under this Agreement shall be paid by Organizer within fifteen (15) days of the established due date. If Organizer fails to pay compensation within this timeframe, a late fee of \$15/day will accrue for each day any amount of the delinquent balance remains outstanding. If the Educational Services Provider has to obtain the services of a collection agency and/or initiate litigation to collect delinquent compensation under this Agreement, the Organizer shall be liable for all related costs, including collection costs, reasonable attorney fees, and court costs as may be incurred as a result of such action.

6. Assignment and Successors

Educational Services Provider may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of Organizer. Organizer may not assign any of its rights or duties under this Agreement without the prior written consent of Educational Services Provider. The parties agree that this Agreement shall be binding upon the successors of each party and shall inure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

7. Governing Law

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

8. Notices

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the Educational Services Provider:

17054 Kirklin Dr.
Westfield, Indiana 46074

Attn.: *Kevin L. Davis*

(b) Notices to Organizer:

Dynamic Minds Academy
8350 Craig Street
Indianapolis, IN 46250

Attn.: *UNKNOWN*

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

10. Indemnity

Except for claims arising from the Educational Services Provider's reckless or intentional breach of Section 4 of this Agreement, the Organizer shall indemnify, release, and hold harmless the Educational Services Provider from any claim or liability whatsoever arising from the Educational Service Provider's activities in delivering services under this Agreement. Except for those claims arising from the intentional or reckless breach of Section 4, the Organizer shall defend, at its costs, against all claims of liability of any kind whatsoever asserted against the Educational Services Provider by any third party as a result of the Educational Services Provider's provision of services under this Agreement.

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

11. Severability

All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement at *Mays Community Academy* the day and year first above written.

.....
Organizer

.....
Educational Service Provider

.....
Witness

Attachment 9: Business Plan

While all parts of the business plan are included throughout the application this section will recall in narrative form the important parts of the application to formulate the Business Plan.

ENROLLMENT GROWTH PLAN:

We plan to start the 2019 school year at a maximum of 150 students. We will then increase student enrollment by 50 per year for the next 5 years, maxing out at 500 students state-wide. Our current facility will hold 250 students which accounts for the 2019-20, 2020-21 and 2021-2022 school years. In the fall of 2022 (at the latest) we will open a satellite location. We are currently looking at the following areas for future locations: Kokomo, Fort Wayne, Terre Haute, Lafayette, Columbus, South Bend, Richmond, Gary, and Jeffersonville. Our current student population drives up to an hour each way to attend our school in the northeast part of Indianapolis. Therefore, we are concentrating on areas that will cover the largest part of the state and the areas we have received the most interest from parents in our program. There will be several criteria for the identification for an area to start a satellite campus. One criterion would be identifying a therapy partner in the chosen area that will be a fit for DMA. Another criterion is an adequate existing population of students on the autism spectrum. This data can be pulled from multiple sources including the Department of Education website (adjusted for the percentage of special education students that are estimated to be on the Autism Spectrum per the National Center for Education Statistics website—currently 9%, see https://nces.ed.gov/programs/coe/indicator_cgg.asp). Another source of the data is working with the chosen therapy provider to identify larger populations of Autism Spectrum students that are not currently being served by the public school system. The therapy provider will be a valuable resource in targeting marketing efforts to get the initial population of students. An initial population of 25-50 students would be needed in order to support a satellite location.

FINANCIAL PLAN:

We have included an in-depth all-inclusive financial plan outlining all income and expenditures for the pre-startup, and the 2019-22 and 2020-2021 school years showing each year ending in a positive balance. We assume the proposed CSP Grant will be approved as well as the Carter School Capital Revolving loan. If for some reason these Grants/Loans are not approved temporary financing loans will be solicited. We have included in this financial plan a complete staff-oriented benefit plan to not only attract top-quality staff but also to keep this quality staff. This is extremely important in the lives of ASD students. That consistency of not only the daily routine but also the consistency of staff that they interact with daily is of vital importance to the program.

CURRICULUM:

Having Therapists and teaching staff working together to allow our students to learn at their most potential is a key to the Dynamic Minds Academy success. A 240-day school year allows for the needed time to encourage learning with no "relapse" of a summer time off as well as a curriculum that allows each student to progress at their best schedule. The actual curriculum is an individual basis on-line curriculum that allows each student to progress at their own rate. The K-12 Curriculum will utilize the STEAM (Science, Technology, Engineering, Arts, and Mathematics) curriculum as well as our 5-12 Graders will utilize Edmentum's Plato Curriculum that meets the Indiana College & Career Readiness Standards as well as the Common Core Curriculum within the Indiana Department of Education. Our teaching staff under the direction of the building administrator in conjunction with the student's Therapist will select the best curriculum for each student to use within the acceptable curriculum using the universal Design of Learning guidelines.

OUTCOMES:

Dynamic Minds Academy leadership, staff, therapists, and parents are convinced the best service society can provide Autistic Spectrum Disorder students is individualized education combined with on-site therapy for all students. ASD students have many attributes to offer our society but their education must be centered for success and not just be a number. Regular education has proven to not provide the best educational environment for success and we believe a regular routine with both educator and therapist working together will provide the best potential for each student in our program. Therefore we set our standards high for our students and expect success within their annual IEP program. We feel the best approach is by way of a 240-day 8 hour school day (including a 30 minute Therapy session and a 30 minute lunch period) school year to allow the students to learn at the best pace with no interruption. We understand this is a unique approach to educate ASD students but due to our previous experience with other outside educational schools we know this is a sound successful education for ASD students. Having our own school with students working daily with their therapist as well as with the extended length of the school day and year will allow our students to reach their highest potential and be contributing members of society as adults.

Year One Organizational Chart



Board of Directors
Director/Principal
Assistant Director
Special Education Director
Curriculum Coordinator
Teachers/Assistants



Administration, HR,
Accounting,
Reporting & Grant
Writers
Core Subject Online
Teachers

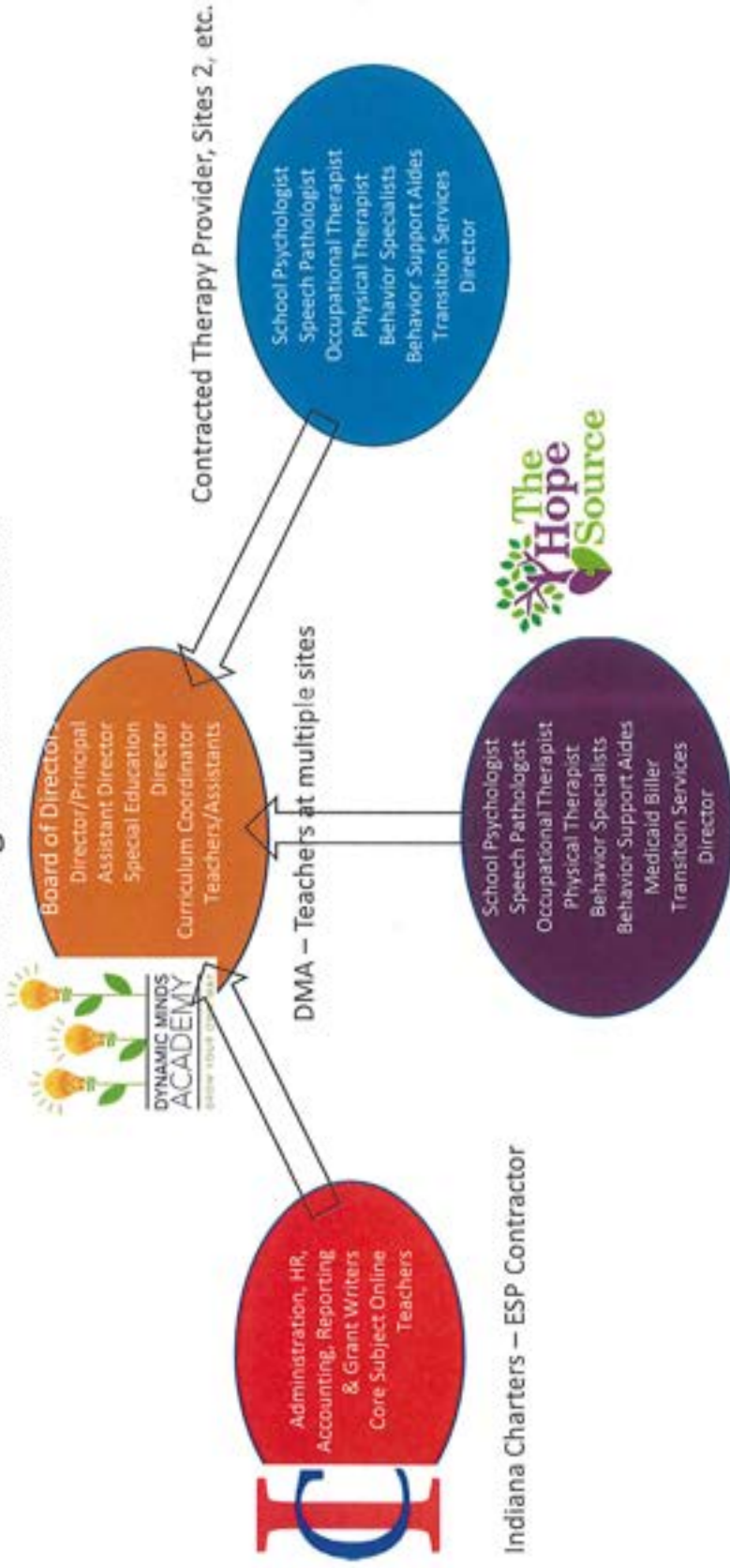
Indiana Charters – ESP Contractor



School Psychologist
Speech Pathologist
Occupational Therapist
Behavior Specialists
Behavior Support Aides
Medicaid Biller
Transition Services
Director

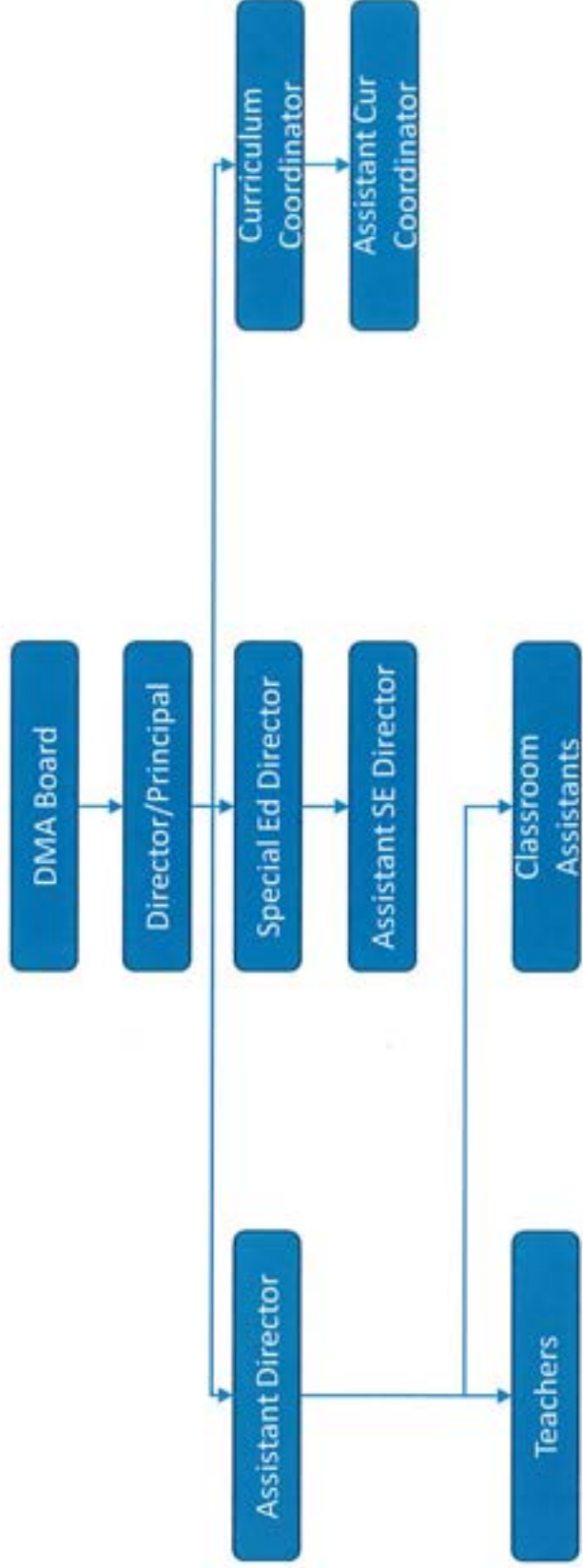
The Hope Source – Contracted Therapy Provider

Year Five Organizational Chart



The Hope Source – Contracted Therapy Provider, Site 1

Dynamic Minds Academy Organizational Chart



Dynamic Minds Academy Roles and Responsibilities

	Board	Director	Asst Director	Special Ed Director	Curriculum Coord	Teachers	Indiana Charters	The Hope Source
Adopt Policies	R/A	C	I	I	I	I	C	C
Assess Performance	R/A	C	C	I	I	I	C	C
Manage School	A	R	C	C	C	I	C	C
Gather Performance Data	I	A	R	C	C	C	I	I
Establish/maintain Community Relations	C	R/A	C	C	C	C	I	I
Approve Contractual Relations	R/A	C	I	I	I	I	I	I
Provide IEP Services	I	I	I	A	I	C		R
Provide Accounting and Administrative Services	I	A	C	I	I	I	R	
Select and Manage Curriculum	C	A	C	C	R	C	I	I
Manage Professional Development	C	R/A	C	C	C	C	C	C
Create Budget	R/A	C	C	C	C	C	I	I
Recruit and Hire Staff	C	R/A	C	C	I			
Community Relations	C	A	R	I	I	I		
Fundraising	A	C	R	C	C	C	I	I

R = Responsible - "The Doer"
 A = Accountable - "The Buck Stops Here"
 C = Consult - "In the Loop"
 I = Inform - "Keep in the Picture"

Attachment 11: Course Scope and Sequence

Dynamic Minds Academy's core curriculum for grades K-12 will combine Science, Technology, Engineering, Arts and Mathematics. (STEAM) as well as Plato courseware as a supplemental online curriculum. DMA will follow the Universal Design of Learning (UDL) guidelines and Indiana State Standards for during development of the STEAM curricula. DMA's STEAM curriculum will follow a circular pattern of content that is aligned with grade level standards. Below is an DMA's overview of STEAM curriculum content. Upon Charter approval, DMA's Curriculum Specialist will continue to develop and align STEAM content.

DMA STEAM CURRICULUM PACING GUIDE 2019-20						
Week of:	Education Ther	Education Driving Question	Objective	Plato and Standard	Education Project	Lesson Component
	Intro to STEAM	What is the Scientific Method	Describe the scientific method	ES1.A5,	Conducting experiment	Disappearing Rocks
20-Aug	Universe Unit 1	What are the tools scientists use?	Identify responsible practices used by Earth and Space	ES1.A1 - ES1.A4	moon phase journal & lunar cycles wheel	NASA lunar phase calculator
27-Aug	Earth Unit 1	How big is Earth in proportion to the Universe?	Create a model that accurately conveys the organization and	ES1.3A - ES1.3B	planetary chart in journal	Scaling and comparing planet size & distance
3-Sep	Life Unit 1	How do plant, animal and human cells differ?	Use a model to explain structural and functional	B1.1 and B1.3A	model cell journal entry	Modeling Cell Processes
10-Sep	Diversity Unit 1	What societal issues, trends and events contribute to population	Identify and analyze patterns of human settlement and their	WG1-2.A1a - WG1.2A3	Human Geography, Pop. Trends, Religions	Human Geography Tutorial & all activities
17-Sep	USA Unit 1					
24-Sep	Indiana Unit 1					
1-Oct	Community Unit 1	What are contributing factors to formation of cities?	Apply reasoning that requires spatial and environmental perspectives, evaluate change and continuity over time,	WG1-2.A8 - WG1.2A10	Mapping population density journal entry	People and Geography unit activity
8-Oct	Seasons Unit 1	Why do seasonal and night-day cycles occur?		Astronomy Unit 1	posterboard timeline of formation of	
15-Oct	Health Unit 1	How does the human body move?	Develop and use a model to explain how the musculoskeletal system works	B1.4A - B1.4C	pulse & muscle fatigue journal entries	Measuring pulse, testing muscle fatigue & solo experiment
22-Oct	Family Unit 1					
29-Oct	Self Unit 1					
5-Nov	Universe Unit	Where is Earth located in the		ES1.3c	My Cosmic Address -	
12-Nov	Earth Unit 2					
19-Nov	Thanksgiving	theme week				
26-Nov	Life Unit 2	How do the systems of the body work together?	Use a model to show how cells, organs, and body systems work together to perform a specific function	B1.6	Modeling Organ Systems journal activity	AND -- anatomical model of organs? Egyptian canopic jars in therapy w/ "organs"?
3-Dec	Diversity Unit					
10-Dec	USA Unit 2					
17-Dec	Indiana Unit 2					
24-Dec	Christmas	theme week				
30-Dec	Christmas	theme week				
31-Dec	Community					

31-Dec	Community				
3-Jan	Seasons Unit 2	Why do seasonal and night-day cycles occur?			posterboard timeline of formation of
2-Jan	Health Unit 2				
7-Jan	Family Unit 2				
14-Jan	Self Unit 2				
21-Jan	Universe Unit 3	How did the universe originate?			posterboard timeline of evolution of
28-Jan	Earth Unit 3				
4-Feb	Life Unit 3				
11-Feb	Diversity Unit				
18-Feb	USA Unit 3				
25-Feb	Indiana Unit 3				
4-Mar	Community				
11-Mar	Seasons Unit 3				
18-Mar	Health Unit 3				
25-Mar	Family Unit 3				
1-Apr	Self Unit 3				
8-Apr	Universe Unit 4	How do the sun, earth and moon depend on one another?			moon phase journal & lunar cycles wheel
15-Apr	Earth Unit 4	Why do seasonal night-day cycles			model sun
22-Apr	Life Unit 4				
29-Apr	Diversity Unit				
6-May	USA Unit 4				
13-May	Indiana Unit 4				
20-May	Community				
27-May	Seasons Unit 4				
3-Jun	Health Unit 4				
10-Jun	Family Unit 4				
17-Jun	Self Unit 4				
24-Jun	Universe Unit 5	How do the sun, earth and moon depend on one another?			moon phase journal & lunar cycles wheel
1-Jul	Earth Unit 5	Why do seasonal night-day cycles			model sun
8-Jul	Life Unit 5				
15-Jul	Diversity Unit				
22-Jul	USA Unit 5				

Link to above chart:

<https://asdhopesource->

[my.sharepoint.com/:x/p/lchandler/EYeMklGXVyhJigEe28ObO_cBYuY3Xr6enaH6IMayQ-OgRg?e=FHV7yh](https://asdhopesource-my.sharepoint.com/:x/p/lchandler/EYeMklGXVyhJigEe28ObO_cBYuY3Xr6enaH6IMayQ-OgRg?e=FHV7yh)

Below is a template that will be used during the development of DMA's STEAM units. This format easily allows for individualization of each unit based by on grade level and standards.

STEAM Integrated Unit: _____ Grade Level: _____

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
	Investigation	Discovery/ Exploration	Experimentation	Production	Synthesis
Description	Subject introduced and students are exposed to simple activity to investigate environment and materials.	Student-led exploration of process and materials. Guide/ teacher will set parameters/ establish procedures and student will lead in exploration of materials/ processes.	Goal-directed, guide-led inquiry with targeted objectives relevant to project. Collaboration between student and guide/ teacher utilizing knowledge acquired in exploration & discovery stages to challenge or support ideas.	The "working stage". Student and guide/ teacher use prior skills and knowledge to complete activity [create product, work on presentation,	Student completes final stage of project with minimal assistance from guide or teacher. Project culminates when objectives are met and student has final product to demonstrate cohesive learning experience.
Rationale	Slow exposure to new topic decreases likelihood of student resistance or feeling overwhelmed.	Student-led exploration creates "buy-in" and encourages student engagement; reducing fear and resistance.	Adult-directed discovery ensures student feels secure and supported throughout process & establishes structure for future stages.	Collaborative effort establishes roles and routines for further investigation w/ student becoming more independent as experiments progress.	Student-led creative process facilitates learning and discovery & demonstrates student competence as well as overall efficacy of unit.
Station	Reading Station	Sensory Station	Engineering Station	Science Station	Maker Station
Inquiry	What are we going to be learning about? What materials or methods are we using to achieve our goal?	What are the various methods of working with the materials & which will best help us in achieving our goal?	What happens when we do X instead of Y?	Are we working together in our separate roles to complete the project successfully?	What were our findings?
Materials					
STEAM Component(s)	T, E	S, E, A	E, M	S, E, A, M	S, T, E, A, M
Procedure	Introduction of topic via book, activity, video, guest speaker	Hands-on exploration of a variety of materials and processes	Hands-on exploration to achieve a specific result/goal	Study/revisit prior stages to formulate hypothesis	Project Completion (multiple sessions)
State/CC Standards	(varies according to project/ grade level)				
Assessment	(varies according to project/ grade level)				

Student proficiency will be determined based on a various assessment types: Observation, Journal, Oral questioning, Exit card, graphic organizer, Self-Assessment, Writing Prompt, Presentation, Electronic Media, Think/Pair/Share, Whiteboards, Experiment, Project

DMA students will present with varying levels of academic performance levels as well as "gaps" of knowledge. Teachers and Curriculum Specialists will refer to the Indiana Department of Education website as a tool to assure that teachers know what students are expected to know and demonstrate mastery at each grade level. Individualized Informal and Formal assessments will be utilized to determine if proficiency is met based on IEP accommodations.



<https://www.doe.in.gov/standards>

<https://www.doe.in.gov/standards/englishlanguage-arts>

<https://www.doe.in.gov/standards/mathematics>

DMA will also utilize Indiana's Early Learning Foundations Framework which shows developmental progression of foundational learning and will assist in identifying gaps in foundational skills. DMA believes that these early foundational skills must be obtained for long term academic success. Due to the developmental gaps that are often identified in the ASD population, DMA will rely on this rubric to drive instructional goals. The case conference committee will determine the most appropriate scope and sequence of core content based on developmental deficits of students who are identified as having substantial gaps of knowledge. The chart below shows the essential concepts and skills that early learners should display as an indicator of Kindergarten readiness.

Early Reading	
ELA2.1: Demonstrate awareness of the alphabet	
K.RF.2.4: Identify and name all uppercase (capital) and lowercase letters of the alphabet.	<ul style="list-style-type: none"> ● Distinguish words from pictures ● Recognize and identify <i>some</i> frequently occurring letters in context ● Recognize symbols have meaning ● Recognize and identify <i>some</i> uppercase and a <i>few</i> lowercase letters ● Recognize and identify <i>most</i> uppercase and <i>some</i> lowercase letters ● Recognize own name in print
ELA2.2: Demonstrate phonological awareness	
K.RF.3.1: Identify and produce rhyming words	<ul style="list-style-type: none"> ● Orient to sounds in the environment ● Discriminate sounds in the environment ● Begin to engage in word and sounds play w/ adults ● Demonstrate basic knowledge of letter-sound correspondence ● Engage in rhyming games & songs; can
K.RF.3.2: Orally pronounce, blend, and segment words into syllables	
KRF.3.3: Orally blend the onset (initial sound) and the rime (vowel and ending sound) in words	

<p>K.RF.4.5: Identify similarities and differences in words (word endings, onset and rime) when spoken or written</p>	<p>complete a familiar rhyme</p> <ul style="list-style-type: none"> ● Distinguish between words that contain similar-sounding phonemes (pig-jig, cat-mat) ● Identify rhyming words in spoken language ● Orally blend and segment familiar compound words, with modeling and support ● Demonstrate awareness of sounds as separate units ● Make rhymes to simple words ● Identify, blend, and segment syllables in spoken words w/ modeling & support ● Isolate the initial sound in some words
<p><i>ELA2.3: Demonstrate awareness and understanding of concepts of print</i></p>	
<p>K.RF.2.2: Recognize that written words are made up of sequences of letters</p>	<ul style="list-style-type: none"> ● Look at books, respond to songs, listen to repetition of familiar words, songs, signs, rhymes, and stories ● Bring a book to adult to read ● Look at book independently ● Pretend to read familiar books ● Attend to pictures and text for several minutes ○ Recognize familiar books by cover; recite parts of well-known stories, rhymes and songs ● Begin to understand that books are comprised of written words ● Respond to and interact with read alouds of literary and informational text ● Know features of books such as title, author and illustrator ● Understand that print carries meaning ● Hold books w/ two hands and turn pages; hold books right side up and turn pages left to right; track words in book from left to right, top to bottom, and page to page w/ adult support
<p>K.RF.5: Read emergent reader texts, maintaining an appropriate pace and using self-correcting strategies while reading</p>	
<p>K.RF.2.1: Demonstrate understanding that print moves from left to right across the page and from top to bottom</p>	
<p><i>ELA2.3: Demonstrate comprehension</i></p>	
<p>K.RL.1: Actively engage in group reading activities with purpose and understanding</p>	<ul style="list-style-type: none"> ● Demonstrate interest in hearing a familiar story or book ● Attend to caregiver's voice while being held and/or read to ● Show preference for familiar stories ● With adult support, respond to simple questions about a story ● Show preference for familiar stories and report phrases of the story ● Answer simple questions about a story ● Tell a story from pictures in the book ● Respond and interact with fictional and nonfictional stories ● With adult support, retell familiar stories
<p>K.RL.2.1: With support, ask and answer questions about main topics & key details in a text heard or read</p>	
<p>K.RL.2.2: With support retell familiar stories, poems, and nursery rhymes, including key details</p>	

	<ul style="list-style-type: none"> ● Retell familiar stories without adult support
ELA3.1: Demonstrate mechanics of writing	
K.W.2.1: Write most uppercase and lowercase letters of the alphabet, correctly shaping and spacing the letters of the words	<ul style="list-style-type: none"> ● Use objects such as a crayon to make marks ● Explore drawing, painting, and writing as a way of communicating ● Imitate drawing marks or scribbling ● Make scribbles or shapes to convey meaning, imitate simple lines and shapes ● Experiment with a variety of writing tools, materials, and surfaces ● Recognize that drawings, paintings, and writings are meaningful representations ● Copy simple lines and shapes; create a simple picture ● Use writing tools with adult support; use writing tools w/o support ● Create letter like shapes, symbols, letters, and words with modeling and support ● Copy more complex lines, shapes and some letters ● Use writing tools
K.W.2.2: Write by moving from left to right and top to bottom	
K.W.3.3: Use words and pictures to narrate a single event or simple story, arranging ideas in order	
K.W.4: With support, apply the writing process to revise writing by adding simple details; review (edit) writing for format and conventions	
ELA3.2: Demonstrate ability to communicate a story	
K.W.1: Write for specific purposes and audiences	<ul style="list-style-type: none"> ● Demonstrates use of expressive communication skills ● Draw pictures and scribble to generate and express ideas ● Dictate a story for an adult to write ● Create writing with the intent of communicating ● Use pictures, letters, and symbols to communicate a story ● Dictate a story that demonstrates simple details and narrative structure ● Use letters, symbols and words to share an idea with someone ● Use writing to label drawings
K.W.3.3: Use words and pictures to narrate a single event or simple story, arranging ideas in order	
K.W.4: With support, apply the writing process to revise writing by adding simple details; review (edit) writing for format and conventions	

Mathematics Foundation 1: Numeracy	
M1.1: Demonstrate strong sense of counting	
K.NS.1: Count to at least 100 by ones and tens and count one by one from any number	<ul style="list-style-type: none"> ● Repeat a movement like a clap ● Imitate verbal counting sequence not necessarily in order ● Line up or organize objects ● Count the number sequence 1-5 ● Begin to apply verbal counting sequence to objects in order to develop one-to-one correspondence ● Count the number sequence 1-15 ● Count backward from 5 with adult support ● Recognize that the count remains the same regardless of the order or arrangement of the objects ● Apply one-to-one correspondence with objects and people
K.NS.4: Say the number names in standard order when counting objects, pairing each object with one and only	

<p>one number name and each number name with one and only one object. Understand that the last number name said describes the number of objects counted and that the number of objects is the same regardless of their arrangement or the order in which they were counted.</p>	<ul style="list-style-type: none"> ● Draw pictures, symbols or use manipulatives to represent a spoken number 0-5 ● Identify, without counting, small quantities of items (1-3) presented in an irregular or unfamiliar pattern (subitize) ● Count the number sequence 1-20; Count backward from 10 ● Recognize the last number name said tells the number of objects counted ● Draw pictures, symbols, or use manipulatives to represent spoken number 0-10 ● Identify, without counting, small quantities of items (1-4) presented in an irregular or unfamiliar pattern (subitize)
<p>K.NS.6: Recognize sets of 1 to 10 objects in a pattern arrangement and tell how many without counting.</p>	
<p>M1.2: Demonstrate understanding of written numerals</p>	
<p>K.NS.3: Find the number that is one more than or one less than any whole number up to 20</p>	<ul style="list-style-type: none"> ● Identify numerals as different from letters or other symbols ● Begin to recognize that number symbols indicate quantity <ul style="list-style-type: none"> ○ Begin to recognize different number symbols indicate different quantities ● Match number symbols with amounts 1-3 ● Match number symbols with amounts 1-10 ● Name written numerals from 0-10 ● Write numerals 1-10
<p>K.NS.2: Write whole numbers from 0 to 20 and recognize number words from 0 to 10. Represent a number of objects with a written numeral 0-20 (with 0 representing a count of no objects).</p>	
<p>M1.3: Recognition of number relations</p>	
<p>K.NS.10: Separate sets of ten or fewer objects into equal groups</p>	<ul style="list-style-type: none"> ● Explore objects one at a time ● Indicate a desire for more; Give <i>more</i> when asked ● Identify which is <i>more</i>; Begin to develop concepts of <i>more</i> and <i>less</i>; Give <i>all</i> objects when asked; Give <i>the rest</i> when asked ● Communicate that something is split <i>in half</i> ● Understand the basic concept of <i>none</i> ● Readily identify first and last ● Correctly use the words for comparing quantities ● Separate sets of 6 or fewer objects into equal groups ● Demonstrate the understanding of the concept of after ● Identify when 2 sets are equal using matching and counting strategies ● Correctly use the words for position ● Compare the values of two numbers from 1 to 10 presented as written numerals ● Demonstrate the understanding of the concept of <i>before</i>
<p>K.NS.7: Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group (by using matching and counting strategies)</p>	
<p>K.NS.9: Use correctly the words for comparison including:</p>	

<p>one and many; none, some and all; more and less; most and least; and equal to, more than and less than</p>	
<p>K.NS.8: Compare the values of two numbers from 1-20 presented as written numerals</p>	
<p>Mathematics Foundation 2: Computation and Algebraic Thinking</p>	
<p><i>M2.1: Exhibit understanding of mathematical structure</i></p>	
<p>K.CA.3: Use objects, drawings, etc., to decompose numbers less than or equal to 10 into pairs in more than one way, and record each decomposition with a drawing or an equation ($2+3=5$) [In Kindergarten, students should see equations and be encouraged to trace them, however, writing equations is not required.]</p>	<ul style="list-style-type: none"> ● Take away objects or combine groups when asked ● Attend to a new object in a group of objects ● Describe that something was taken away ● Identify that an object has been added to a group ● Begin to make reasonable estimates related to quantity ● Begin to understand that numbers can be composed and decomposed to create new numbers ● Use understanding that numbers can be composed and decomposed to create new numbers in solving problems with quantities under five
<p><i>M2.2: Demonstrate awareness of patterning</i></p>	
<p>K.CA.5: Create, extend, and give an appropriate rule for simple repeating and growing patterns and shapes</p>	<ul style="list-style-type: none"> ● Show interest in visual, auditory, and tactile patterns ● Recognize daily routines ● Follow along and imitate patterns of sounds and movement ● Clap or move to a beat ● Recognize natural patterns in the environment ● Verbally or non-verbally predict what comes next when shown a simple ABAB pattern of concrete objects ● Show greater recognition of daily routines ● Physically extend simple ABAB patterns of concrete objects to other concrete objects ● Understand sequence of events when clearly explained ● Begin to create and extend a new simple pattern
<p>Mathematics Foundation 3: Data Analysis</p>	
<p><i>M3.1: Demonstrate understanding of classifying</i></p>	
<p>K.DA.1: Identify, sort and classify objects by size, number, and other attributes. Identify objects that do not belong to a particular group and explain the reasoning</p>	<ul style="list-style-type: none"> ● Identify attributes of objects with adult support ● Identify similarities and differences in objects ● Sort, classify and compare objects ● Explain simple sorting or classifying strategies ● Sort a group of objects in multiple ways ● Create and describe simple graphs

used	
<i>M4.1 Understanding of spatial relationships</i>	
K.G.1: Describe the positions of objects and geometric shapes in space using the terms, inside, outside, between, above, below, near, far, under, over, up, down, behind, in front of, next to, to the left of and to the right of	<ul style="list-style-type: none"> ● Explore how things fit and move ● Put an object in, out, on, and off of other things ● Begin to combine shapes to make new shapes ● Hide behind or between objects for play ● Complete basic shape interlocking puzzle with most pieces accurately in place with some assistance ● Complete lined tangram or pattern block puzzles using basic shapes ● Use position terms such as in, on and under ● Use position terms such as above, below, beside, and between
<i>M4.2 Exhibit ability to identify, describe, analyze, compare, and create shapes</i>	
K.G.2: Compare two- and three-dimensional shapes in different sizes and orientations, using informal language to describe their similarities, differences, parts (number sides and vertices/ "corners") and other attributes (having sides of equal length)	<ul style="list-style-type: none"> ● Match identical simple shapes ● Match similar shapes that are different sizes, and different orientation with a variety of two-dimensional shapes ● Match similar shapes when given a variety of three dimensional shapes ● Start to identify the attributes of shapes ● Use names of two-dimensional shapes (square, triangle, circle) when identifying objects ● Use informal language to describe three-dimensional shapes ("box" for cube; "ball" for sphere, "can" for cylinder) ● Use the attributes of shapes to distinguish between shapes ● Differentiate two- and three- dimensional shapes (squares from cubes)
K.G.4: Compose simple geometric shapes (create a rectangle composed of two triangles)	
<i>M5.1: Understand concept of time</i>	
K.M.2: Understand concepts of time, including: morning, afternoon, evening, today, yesterday, tomorrow, day, week, month, and year. Understand that clocks and calendars are tools that measure time.	<ul style="list-style-type: none"> ● Cooperate with a routine ● Follow a daily schedule ● Follow steps in a simple routine ● Understand time limit cue ● Understand transition from one activity to the next ● Tell what activity comes before and after ● Know daily concepts of earlier and later, morning and afternoon
<i>M5.2: Understand measurement through description and comparison</i>	
K.M.1: Make direct comparisons of the length, capacity, weight, and	<ul style="list-style-type: none"> ● Explore objects with different shapes and sizes ● Begin to understand that different size containers hold more or less ● Use any basic measurement word or gesture to express

<p>temperature of objects, and recognize which object is shorter, longer, taller, lighter, heavier, warmer, cooler, or holds more</p>	<p>measurable attributes, such as big/little, hot/cold</p> <ul style="list-style-type: none">● Sort objects into two categories based on attributes● Explore measurement using non-standard tools○ Directly compare and describe two objects with a measurable attribute● Measure length and volume (capacity) using non-standard measurement tools● Directly compare and describe two or more objects with a measurable attribute● Measure length and volume (capacity) using a standard measurement tool
---	---

Attachment 12: Academic and Exit Standards

DMA promotes students from elementary (K-5) to middle school (6-8) and on to high school. Although DMA considers several different factors for promotion, all grade level promotion is approached individually based on student IEPs. Along with a student's Individual Education goals, DMA considers the following items: attendance, overall reading level, satisfactory passing grade of core content leading to credit attainment and state mandated requirements. The chart below is a guideline when considering grade level promotion.

DMA Promotion Guideline				
Grade Levels	Attendance	Grade	Credit Attainment	State required Assessments
K-2	Absent < 15 days in academic year	Math/ELA grade proficiency greater than 59%	NA	NA
3	Absent < 15 days in academic year	Math/ELA grade proficiency greater than 59%	NA	IREAD-3 component passed or waiver received NWEA
K-8	Absent < 15 days in academic year	Math/ELA/STEAM grades average 60% or greater	NA	NWEA ILEARN 3-8
9-11	Absent < 15 days in academic year	STEAM grades average 60% or greater	10 or more per year	
12	Absent < 15 days in academic year	STEAM grades average 60% or greater IEP Transition requirements complete	Indiana graduation requirements met for general, core 40 or Core 40 with Academic Honors or Core 40 with Technical Honors *Note- Students on non-diploma track will exit the school after completion of all IEP coursework	GQE 1
Benchmark assessments using NWEA will be administered three times per year (Fall, Winter and Spring) to monitor students' progress. The IREAD will be administered in late Spring to determine reading proficiency. Students in grades 3-8 will take IREAD 2 and ILEARN 3-8 to determine levels of proficiency in math, science and reading.				

Reading Level Guidelines for Promotion: Grade 5

There are four key areas found in the Reading Foundations Standards for grades K-5: Print Concepts, Phonological Awareness, Phonics, and Fluency. By demonstrating the skills listed in each strand show below, students should be able to meet the Learning Outcome by grade 5 for reading to ensure promotion to middle school.

5.RF.1 Apply foundational reading skills to demonstrated reading fluency and comprehension

Print Concepts	
5.RF.2.1 5.RF.2.1 5.RF.2.3 5.RF.2.4	<i>Students are expected to build upon and continue applying concepts learned previously.</i>
Phonological Awareness	
5.RF.3.1 5.RF.3.2 5.RF.3.3 5.RF.3.4 5.RF.3.5	<i>Students are expected to build upon and continue applying concepts learned previously.</i>
Phonics	
5.RF.4.1 5.RF.4.2 5.RF.4.3 5.RF.4.5	<i>Students are expected to build upon and continue applying concepts learned previously.</i>
5.RF.4.6	Use knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., <i>roots and affixes</i>) to read accurately unfamiliar multi-syllabic words in context.
Fluency	
5.RF.5	Orally read grade-level appropriate or higher texts smoothly and accurately, with expression that connotes comprehension at the independent level.

Reading Level Guidelines for Promotion: Grade 8

There are three key areas found in the Reading: Literature section for grades 6-12: Key Ideas and Textual Support, Structural Elements and Organization, and Synthesis and Connection of Ideas. By demonstrating the skills listed in each strand shown below, students should be able to meet the Learning Outcome by grade 8 for reading to ensure promotion to high school.

8.RL.1 Read a variety of literature within a range of complexity appropriate for grades 6-8. By the end of grade 8, students interact with texts proficiently and independently.

Key Ideas and Textual Support	
8.RL.2.1	Cite the textual evidence that most strongly supports an analysis of what a text says explicitly as well as inferences drawn from the text.
8.RL.2.2	Analyze the development of a theme or central idea over the course of a work of literature, including its relationship to the characters, setting, and plot; provide a detailed summary that supports the analysis.
8.RL.2.3	Analyze how particular lines of dialogue or incidents in a work of literature propel the action, reveal aspects of a character, or provoke a decision.

8.RL.2.4	<i>Students are expected to build upon and continue applying concepts learned previously.</i>
Structural Elements and Organization	
8.RL.3.1	Compare and contrast the structure of two or more related works of literature (e.g., <i>similar topic or theme</i>), and analyze and evaluate how the differing structure of each text contributes to its meaning and style.
8.RL.3.2	Analyze a particular point of view or cultural experience in a work of world literature considering how it reflects heritage, traditions, attitudes, and beliefs.
Synthesis and Connection of Ideas	
8.RL.4.1	Analyze the extent to which a filmed or live production of a story or play stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.
8.RL.4.2	Analyze how works of literature draw on and transform earlier texts.

High School Graduation Requirements

Graduation credits and specific requirements must fulfill the graduation requirements for the State of Indiana as established by the Department of Education.

English/Language Arts	8 credits
Mathematics	6 credits
Science	6 credits
Social Studies	6 credits
Directed Elective	5 credits
Physical Education	2 credits
Health and Wellness	1 credit
General Electives	6 credits

Students will earn credit hours by successfully demonstrating proficiency over the standards established in each course. Teachers assess individual student performance by monitoring student work and evaluating their growth. By integrating coursework across domains, STEAM classes may allow students to earn multiple credits through the work of one class. Students earn credit by demonstrating satisfactory completion of a course and earn a passing grade of 60% or higher in that course.

Student transcripts from other schools will also be reviewed to determine if any coursework completed prior to enrolling at DMA may also apply to the Core 40 diploma requirements. In addition, students who can demonstrate proficiency through ECA testing can also earn credits for courses in which they have already demonstrated knowledge. Some courses that are required for the Core 40 will be available for students to take via computer-based instruction. Computer-based instruction may also be used to remediate and supplement STEAM project-based coursework. Student grade-point average (GPA) are calculated based upon the grades that students earn in each course. DMA offers elective courses that meet the educational needs of students as determined in the IEP.

Attachment 13: School Calendar and Schedule

Dynamic Minds Academy provides year-round instruction. The school year cycle will run August 1, 2019 through July 31, 2020. This schedule provides 240 instructional days. The teacher day is 7:15 AM-4:15 PM. The beginning of the instructional school day for students begins at 8:00 AM and ends at 3:30 PM. During this time, students participate in academic core content, STEAM, and therapy services as determined by the multidisciplinary team in the case conference committee. Student and Staff lunches are 30 minutes. Students participate in specials (art, music, recreation, social) 30 minutes a day. Teachers have grade level plan meetings during specials.

Below is a sample schedule for a typical school day for grades K-12:

Time	Agenda	Monday	Tuesday	Wednesday	Thursday	Friday
7:15	Teachers arrive					
8:00	Student arrival	X	X	X	X	X
8:15	Focus or Independent	Focus	Independent	Focus	Independent	Focus
9:15	CBI or Focus	CBI	CPI	CBI	CBI	CBI
10:15	Movement Break	X	X	X	X	X
10:30	STEAM	Investigation	Exploration	Discovery	Experimentation	Synthesis
11:30	Lunch	X	X	X	X	X
12:00	Specials	Recreation	Social	Art	Social	Music
12:30	Auxiliary Classroom	X	X	X	X	X
2:00	Movement Break	X	X	X	X	X
2:15	Special Services	Speech Therapy	X	Occupational Therapy	X	Speech Therapy
2:45	Auxiliary Classroom	X	X	X	X	X
3:30	Student dismissal	X	X	X	X	X
4:15	Teacher Departure					

KEY:

CBI-Computer Based Instruction (PLATO curriculum coursework)

FOCUS- 1:1 or small group instruction focusing on: remediation, individualized education goals, testing and assessment

STEAM: Ongoing project with rotating daily focus and bi-weekly themes (Science, Technology, Engineering, Art & Math) *SEE SAMPLE LESSON

INDEPENDENT: Stations to reinforce newly acquired content

AUXILIARY CLASSROOM: 1:1 individualized student focus such as behavior therapy, vocational and life skills, STEAM labs

Dynamic Minds Academy

2019-2020 School Calendar

August '19							September '19							October '19						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30					27	28	29	30	31			

November '19							December '19							January '20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31				26	27	28	29	30	31		

February '20							March '20							April '20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
						1	1	2	3	4	5	6	7				1	2	3	4
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23	24	25	26	27	28	29	29	30	31				26	27	28	29	30			

May '20							June '20							July '20						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		
31																				

- School Closed/Holidays
- Staff Development (2:00 dismissal for students)
- Progress Reports
- New RTO (Requested Time Off) Begins

Attachment 14

Enrollment Policy

Tentative dates for the application period will be March 1- March 31, prior to each operational year. Intent-to Enroll forms are available on the website, along with a description of the enrollment procedure. The forms will also be available for pick up in the Dynamic Minds Academy school office. Intent-to Enroll forms will be accepted in person or via U.S. Postal Service. Applicants will be put on an enrollment list in the order the Intent-to-Enroll forms were received. If the number of eligible applicants does not exceed the number of vacancies for the building, then all qualified applicants who applied will be offered admission. If the number of applicants exceeds the number of vacant seats, Dynamic Minds Academy will hold a lottery to determine who will fill those spots.

b) Tentative lottery date each year will be April 15th. This is two weeks after the closing of the application period. If there are more eligible applicants than available spaces in the building, then a lottery will be conducted by random drawing in a public meeting at a time set by the administration each year. Dynamic Minds Academy will use a software program, to be determined, that has the component to facilitate the application process and lottery. A name (or number assigned to a name) will be drawn for each vacancy that exists, and each applicant whose name is drawn will be offered admission. Notification will be made by telephone, e-mail, or U.S. Postal Service. Failure of an applicant to respond within 48 hours of the date of the telephone call or e-mail, or within three (3) business days of a post-marked letter, will forfeit his/her position in the application process. Parents or guardians notified by mail will be instructed to call the school immediately upon receipt of the notice in order to preserve their child's position in the lottery.

c) The remaining names in the lottery will be placed on a waiting list in the order in which they were drawn. 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 timely applied. Students are able to withdraw from Dynamic Minds Academy at any time during the school year. If a student would choose to re-enroll during the school year, they will be put on the waitlist, unless there is an open seat in their grade level. Currently enrolled students are not required to re-enroll each year. Dynamic Minds Academy will accept transfer students; they must follow the enrollment policy set forth by the school. Exceptions: Dynamic Minds Academy will exempt from the lottery students already admitted and siblings of students already admitted if there is a space available.

d) Dynamic Minds Academy has intentionally designed the school to operate on a scale to create effective learning opportunities for each student. This principle is in effect for the school as well as classrooms.

e) Dynamic Minds Academy admits students of any race, color, and national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, or national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

Attachment 15

Discipline, Suspension, and Expulsion

Student Discipline: School's Obligations and Powers

Administrators, teachers, and the students themselves are responsible for fostering an environment that promotes desirable student behavior. Students must follow responsible directions from teachers and other school employees in all educational settings and refrain from disruptive behavior that interferes with the educational environment.

An administrator, teacher, or other staff member who has students under the individual's charge may take action toward a student that is reasonably necessary to carry out or prevent an interference with an educational function that the individual supervises. An administrator, teacher, or other staff member may remove a student for period not to exceed five (5) days from an educational function supervised by such individual.

Grounds for Suspension and Expulsion

A student may be suspended or expelled for "student misconduct" or "substantial disobedience" as those terms are defined in the School's *Student and Parent Handbook* and the student misconduct or substantial disobedience in question occurs:

- (a) On school grounds immediately before or during school hours, or immediately after school hours, or at any other time when the school is being used by a school group;
- (b) Off school grounds at a school activity, function, or event; or
- (c) Traveling to or from school or a school activity, function, or event.

Notwithstanding the foregoing or the maximum term of an expulsion specified below, a student who is identified as bringing a firearm (as defined by IC 35-47-1-5) or destructive device (as defined by IC 35-47.5-2-4) to school or on school property, or who is in possession of a firearm or destructive device on school property, shall be expelled for at least one (1) calendar year, with the return of the student to be at the beginning of the first school semester after the end of the one (1) year period. The CEO may modify the period of expulsion on a case-by-case basis for any student expelled for a violation of this paragraph.

Notwithstanding the foregoing or the maximum term of an expulsion specified below, a student who is identified as bringing a deadly weapon (as defined by IC 35-31.5-2-86) to school or on school property, or who is in possession of a deadly weapon on school property, may be expelled for not more than one (1) calendar year.

Procedure for Suspension

The Director of Operations may suspend a student for not more than ten (10) school days provided the student has the opportunity for a meeting with the of Operations Director, during which the student is entitled to the following:

- (a) A written or an oral statement of the charges against the student;
- (b) If the student denies the charges, a summary of the evidence against the student; and
- (c) An opportunity for the student to explain the student's conduct.

If the conduct in question requires immediate removal of the student, the meeting mentioned above must occur as soon as reasonably possible after the student's suspension. Following a suspension, the Director shall send a written statement to the parent of the suspended student describing the student's misconduct and the action taken.

Notwithstanding the foregoing paragraph, the Director may suspend a student for more than ten (10) days provided such suspension is pending expulsion and it is determined that such continued suspension will prevent or substantially reduce the risk of:

- (a) Interference with an educational function or school purposes; or
- (b) A physical injury to the student, other students, school employees, or visitors of the school.

Procedure for Expulsion

The CEO may conduct an expulsion meeting (as expulsion examiner) or appoint legal counsel, or a qualified, independent expulsion examiner, provided such appointee has not expelled the student in question during the current school year and was not involved in the events giving rise to the current expulsion. The Expulsion Examiner may issue subpoenas, compel the attendance of witnesses, and administer oaths to those giving testimony at the expulsion meeting.

Prior to the expulsion meeting, the Expulsion Examiner must give the student and the student's parent notice of their right to appear at the expulsion meeting. Such notice must meet the following requirements:

- (a) Provided by certified mail or personal delivery;

(b) Contain the reasons for the expulsion; and

(c) Contain the procedure for requesting an expulsion meeting.

If the student or student's parent fails to request and appear at an expulsion meeting within ten (10) days after receiving notice, then the student and the student's parent forfeit all rights to contest and appeal the expulsion. Notice shall be deemed to have been provided when sent by certified mail or personally delivered to the student and the student's parent.

If the student or the student's parent request an expulsion meeting, the Expulsion Examiner or appointed person shall conduct the expulsion meeting and, within a reasonable time following the meeting's conclusion, perform the following:

(a) Issue a written summary of the evidence heard at the expulsion meeting;

(b) Take action the individual finds appropriate; and

(c) Give notice of the action taken to the student and the student's parent.

Within ten (10) days of receipt of the action taken, the student or the student's parent may submit a written appeal to the Board. Within a reasonable time, following receipt of a written appeal, the Board shall hold a meeting to consider:

(a) The written summary of the evidence issued by the *[insert title]* or appointed person; and

(b) The arguments of the person advocating for expulsion and the student or the student's parent.

Upon considering these items, the Board may take action it finds appropriate.

The student or the student's parent may seek judicial review of an expulsion decision as provided by IC 20-33-8-21.

Maximum Term of Expulsion

Except for misconduct specified above relating to a firearm, explosive device, or deadly weapon, a student may not be expelled for a longer period than the remainder of the school year in which the expulsion took effect if the misconduct occurs during the first semester. If a student is expelled during the second semester, the expulsion remains in effect for the summer school (if applicable) and may remain in effect for the first semester of the following school year.

Special Disciplinary Rules for Students with Disabilities

Notwithstanding the foregoing or any other law or policy, a suspension, expulsion, or other disciplinary action against a student who is a child with a disability (as defined by IC 20-35-1-2) is subject to the procedural requirements of 20 U.S.C. 1415 *et seq.* and 511 I.A.C. 7-1-1 *et seq.*

Attachment 16: Evidence of Support from Community Partners

Below are several letters of support from different organizations that are anticipated to be working with Dynamic Minds Academy after authorization. Some of these organizations are currently working with The Hope Source, which will transfer these relationships to Dynamic Minds Academy after authorization.



Lisa Steward
Founder/Clinical Director
Indiana Behavior Analysis Academy

Dear Charter Authorizing Review Committee,

As the director of an Applied Behavior Analysis (ABA) clinic in central Indiana, I am absolutely thrilled with the possibility of Dynamic Minds Academy, to provide students the opportunity to access individualized educational and social opportunities that are often very limited for children with ASD in the public school setting. Due to the growing number of children with ASD and the outcry of parents seeking additional options for their children, the need for the Dynamic Minds Academy could not be greater.

Dynamic Minds Academy offers an experienced multidisciplinary team that is prepared to celebrate the strengths and interests of each student as they move toward their educational and personal goals. I am confident that the Dynamic Minds Academy will present a staff that offers creativity and skill needed to elevate the experience and outcomes for many individuals who hope to become independent, successful additions to our society.

As a clinician who has had the privilege of formally supporting individuals diagnosed with Autism Spectrum Disorder for 20 years in school settings, home/residential programs, as well as clinics, I am confident that the efforts set forth by the Dynamic Minds Academy will support a growing number of children who are grossly underserved through their existing educational options.

Sincerely,

Lisa Steward, MA, BCBA
Indiana Behavior Analysis Academy
Phone: 765-419-0411
e-mail: lisas@indianabaa.com



September 10, 2018

To Whom it May Concern:

I am writing this Letter of Support at the request of Julie Gordon on behalf of Dynamic Minds Academy's (K-12) application to become a charter school in Marion County and surrounding areas.

As a Medicaid Waiver service provider supporting youth and young adults with a cognitive and intellectual disability in Marion and Hamilton counties, The ALTRUIST Group recognizes the need for special educational settings to facilitate the development of independence for all students. Although there are many unique choices for families when finding the right fit for their child, Parents of individuals who have been diagnosed with a cognitive or intellectual disability struggle to find adequate educational options with the resources to meet their son or daughter's needs. The vision for this school, along with the passionate professionals that make up their team, promises to offer opportunities for students to flourish not only academically but also as a community member.

In 2017, it was noted that 1-3% of the U.S. population has an intellectual disability. Employment has been recognized as an important goal for improving the quality of life of adults with intellectual disabilities (ID). Governments at both the federal and state level have invested billions of dollars to encourage better outcomes for adults with ID as they transition out of high school and into the labor force. Getting a job for a person with learning disabilities is an issue as employers have the tendency not to employ those who have special needs. Dynamic Minds is assisting their students with developing those skills starting at a very early age.

As a professional working in educational, residential and community settings for approximately 27 years, Julie Gordon and her team are more knowledgeable and have a better "outlook" on the needs of the students and families they support. I am confident the planning and steps being taken by the Dynamic Minds Academy team will lead to success for many students and will lead to another positive school with a very special focus.

If you have any additional questions, please don't hesitate to contact me at (317) 547-3041 ext. 1005 or (317) 523-0663.

Sincerely,

A handwritten signature in black ink that reads "Jeanine A. Coleman". The signature is fluid and cursive, written over a printed name.

Jeanine A. Coleman

Chief Operations Officer

9/12/2018

The Hopesource Team:

Harvest Café is appreciative and humbled by being a partner for your organization. One of the key parts of our mission as a company, is "family first". We consider our company a family, working together to not just generate business, but to also create opportunities for our business partners.

The needs that you serve for your beneficiaries (students), gives us a sense of purpose beyond the financial aspect of our relationship. We are grateful that Hopesource has chosen Harvest Café to impact the lives of those in need that you serve and equip for society.

We look forward to our continued partnership, and learning how these young men/women's lives are changed.



Teachers' Treasures

Helping Teachers Help Kids!

1800 East 10th Street • Indianapolis, IN 46201 • 317.264.1758 • www.teacherstresures.org

September 7, 2018

Dear Ms. Chandler:

This letter is to notify you that the Hope Source is an active and important part of our volunteer program. Students and adult supervisors continuously participate in our volunteer activities to help us fulfill our mission of providing high quality school supplies to Marion County Teachers at schools with 60% or higher free and reduced lunch rates.

When students and their supervisors arrive, they complete a variety of different tasks. These activities include bundling products—such as pens, pencils, folders, envelopes, and paperclips—for our floor, shredding paper, creating paper die-cuts for teachers' bulletin boards, stocking shelves, and recycling books. To complete their projects successfully, Hope Source volunteers interact with other volunteers and Teachers' Treasures staff members. Under the guidance of our warehouse managers and staff, they have used our paper compactor and worked within our warehouse as well.

We have found the Hope Source volunteers to be a positive and energetic group. We greatly enjoy having them as part of our team.

Please let me know if you have any follow up questions.

Sincerely,

Hanna Yaeger-Busch

Volunteer and Operations Manager

Attachment 17

Dynamic Minds Academy

PHASE 1: GETTING STARTED	RESPONSIBLE PARTIES	TIMELINE
Review and amend start-up plan	IC	September 2018
Select educational director	B	October 2018
Select curriculum director	B	November 2018
Finalize ESP contract	B	December 2018
Identify professional development needs	B, IC	December 2018
Develop marketing strategies	ED	December 2018
Develop registration workflows	IC	January 2019
Identify additional community partners / liaisons	B	December 2018
Write and design initial information / brochures	ED, CD, THS	December 2018
Finalize curriculum decisions	CD, THS	January 2019
Meet with CBI teachers – Finalize CBI processes	IC, CD, ED	January 2019
Register students	IC	February 2019
<u>Instruction and Assessment</u>		
Plan for classroom learning environment configuration	ED, THS	February 2019
Finalize PLE Contract	ED, B	May 2019
PLE Training for Curriculum Director	CD	July 2019
Finalize teacher evaluation system	ED, CD, IC	March 2019
Address formative assessment needs / grant	IC, CD, ED	June 2019
Create, review and amend STEAM units	CD	January – May 2019
Begin STEAM training	ED	June 2019
<u>Financial Planning</u>		
Adopt Fiscal Policies and Procedures	B, IC	March 2019
Adjust five-year budget and business plan	B, IC	March 2019
<u>PHASE II: PREPARING FOR OPENING</u>		
Review and amend start-up plan	IC, ED	June 2019
Revise and expand comprehensive school accountability plan	B, ED, IC	June 2019
Develop Emergency Preparedness Plan	IC, THS, B	May 2019
Develop Weather Notification Plan	IC, B, ED	June 2019
Register for state reporting sites STN, DOE Online, Finance Center, etc.	IC	July 2019
Secure Student Information system / begin setup	IC	June 2019
<u>Instruction and Assessment</u>		
Review and amend instructional program	CD, ED, IC	April 2019

Review and amend assessment plan	CD,ED, IC	May 2019
Planning for Special Education		
Review IEP's current THS students who have enrolled (permission based)	OSPED, IC, ED	June 2019
Conduct ESL assessment / determine needs	ED	June 2019
Move-in conferencing	OSPED	July 2019
Facilities		
Finalize school-specific inspections	THS, ED, B	July 2019
Arrange Classroom and Instructional Work Environment	ED	July 2019
Staffing		
Implement recruiting strategy	ED	April 2019
Develop new staff selection and orientation processes	ED, IC	April 2019
Advise staff on legal and regulatory compliance	ED,IC	July 2019
Establish year 1 staff development plan	ED,CD	March 2019
Implement staff development and hiring processes	ED	April 2019
Students		
Accept and review applications	ED	May 2019
Monitor diversity and outreach	ED,B	June 2019
Send updates to prospective students / families on a monthly basis	ED	March – July 2019
Hold lottery if needed	B, ED	April 15, 2019
Conduct Student / Family orientation	ED	
Finance and Operations		
Secure financial software / begin financial processes	IC, B	July 1, 2019
Oversight and Decision-making of accounting system	IC, B, ED	July, 2019
Research and recommend auditing options	B	August 2019
Review and amend budget	B, IC, ED	August 2019
PHASE III – SCHOOL OPENING	B,IC,ED,EC	August 15, 2019

Key:

- B Board
- ED Education Director
- CD Curriculum Director
- OSPED Onsite Special Education Director
- IC Indiana Charters (ESP)
- THS The Hope Source (Therapy Services Provider)

Attachment 18

Insurance

The following insurance coverage will be secured on the timeline require by the Education One start-up protocol:

Coverage	Limit
General Liability (includes corporal punishment, athletic participation*)	\$1,000,000 occurrence expressly covers field trips \$3,000,000 aggregate limit
Workers Compensation	As specified by Indiana Statutes
Workers' Compensation Part II (Employers' Liability)	\$1,000,000
Employee Benefits Liability	\$1,000,000 per claim dedicated limit \$3,000,000 aggregate limit
Automobile/Bus Liability including non-owned and hired; underinsured as needed	\$1,000,000 combined single limit
Employment Practices Liability	\$1,000,000 per claim/annual aggregate dedicated limit
Educators Legal Liability (School Leaders E&O and/or Professional Liability)	\$2,000,000 per claim/annual aggregate dedicated limit
Directors & Officers	\$1,000,000 per claim/annual aggregate dedicated limit
Sexual Abuse and Misconduct Liability	\$1,000,000 dedicated limit \$3,000,000 aggregate limit
Crime / Employee Dishonesty / Fidelity Coverage (Will obtain a Surety Bond as required)	\$500,000 - \$1,000,000 limits as needed and based on cash flow of the school
Property/Lease and Boiler Machinery Coverage	Blanket Limits as needed by School, on an all risk of direct physical basis (replacement cost to school building for fire and theft)
Business Income/Extra Expense	\$300,000 Extra Expense included
Student Accident Coverage*	Business Income as needed based upon cash flow Primary \$25,000 CAT at \$1,000,000 or \$5,000,000
Cyber Security Liability	\$1,000,000 per loss or claim/aggregate limit
Umbrella / Excess Liability above primary program (GL, Auto, Abuse, D&O, EPLI, ELL, EBL)	Options up to \$25,000,000
*In order for the general liability to include athletic participation, student accident coverage must be purchased. Catastrophic Student Accident is required for football exposures. In addition parental waivers and confirmation of health insurance from parents is also required.	

EDUCATION ONE, LLC

Budget and Staffing Workbook Template: 2017-2018

General Instructions for School Applicants

- Complete the School Enrollment Projection tab in ORANGE
 - Complete the Year 0 - Budget and Cash Flow tab in PURPLE
 - Complete ALL FIVE annual budget tabs in BLUE
 - Complete ALL FIVE staffing tabs in GREEN
 - Enter information into the WHITE cells
 - Do not enter information into the GREY cells
-
- We encourage applicants to contact the Indiana Department of Education Office of School Finance to learn more about Indiana's funding formula and all grant and operating funds available. Visit <http://www.doe.in.gov/idoefinance> for more information.

School Name: Dynamic Minds 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: 2019-2020	5	8	8	10	12	12	12	12	12	14	15	15	15	150			
Year 2: 2020-2021	6	10	12	15	15	16	16	16	16	19	19	20	20	200			
Year 3: 2021-2022	10	15	18	20	20	20	20	20	20	20	20	23	24	250			
Year 4: 2022-2023	12	18	20	24	24	24	24	24	24	24	24	28	30	300			
Year 5: 2023-2024	18	22	27	27	27	27	26	26	26	26	28	33	37	350			

Planned Number of Classes														
ACADEMIC YEAR	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
Year 1: 2019-2020	1	1	1	1	1	1	1	1	1	1	1	1	2	14
Year 2: 2020-2021	1	1	1	1	1	1	1	1	2	2	2	2	2	18
Year 3: 2021-2022	1	1	1	1	2	2	2	2	2	2	2	2	2	22
Year 4: 2022-2023	1	1	2	2	2	2	2	2	2	2	2	3	3	26
Year 5: 2023-2024	2	2	2	2	2	2	2	2	2	3	3	3	3	30

School Name: Dynamic Minds Academy						
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUE						
State Revenue						
Basic Grant		\$ 908,970	\$ 1,212,000	\$ 1,515,000	\$ 1,818,000	\$ 2,121,000
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: State Special Education		\$ 1,318,140	\$ 1,757,520	\$ 2,196,900	\$ 2,636,280	\$ 3,075,660
Other State Revenue: Medicaid Reimbursement		\$ 38,000	\$ 50,600	\$ 63,250	\$ 75,000	\$ 88,500
Federal Revenue						
Charter School Program (CSP) Grant	\$ 325,000	\$ 104,800	\$ 183,000	\$ -	\$ -	\$ -
Facilities Assistance Program Grant		\$ -	\$ -	\$ -	\$ -	\$ -
Public Law 101-476 (IDEA)		\$ 65,000	\$ 86,000	\$ 108,000	\$ 130,000	\$ 150,000
Title I		\$ -	\$ -	\$ -	\$ -	\$ -
Title II		\$ -	\$ -	\$ -	\$ -	\$ -
Federal Lunch Program		\$ -	\$ -	\$ -	\$ -	\$ -
Federal Breakfast Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Federal sources (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Federal sources (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Federal sources (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues						
Committed Philanthropic Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Before and After Care Fees		\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income		\$ -	\$ -	\$ -	\$ -	\$ -
Other: Charter and Innovation Network Grant	\$ -	\$ 75,000	\$ 100,000	\$ 125,000	\$ 150,000	\$ 175,000
Other: Charter School Capital Revolving Loan	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Other: School-Based Medicaid Program	\$ -	\$ 225,000	\$ 300,000	\$ 375,000	\$ 450,000	\$ 525,000
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 325,000	\$ 3,934,910	\$ 3,689,120	\$ 4,383,150	\$ 5,259,280	\$ 6,135,160
EXPENDITURES						
Personnel Expenses						
Wages, Benefits and Payroll Taxes	\$ 80,669	\$ 1,526,129	\$ 2,016,735	\$ 2,582,294	\$ 3,027,367	\$ 3,483,602
Substitute Teachers		\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development	\$ -	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000
Bonuses		\$ 56,000	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel Expenses	\$ 80,669	\$ 1,602,129	\$ 2,041,735	\$ 2,612,294	\$ 3,062,367	\$ 3,523,602
Instructional Supplies and Resources						
Textbooks	\$ 40,000	\$ 15,000	\$ 30,000	\$ 35,000	\$ 42,000	\$ 49,000
Library, periodicals, etc	\$ -	\$ 12,000	\$ 28,000	\$ 35,000	\$ 42,000	\$ 49,000
Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computers	\$ -	\$ 20,000	\$ 30,000	\$ 37,500	\$ 45,000	\$ 52,500
Software	\$ -	\$ 24,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 35,000
Other classroom supplies	\$ -	\$ 20,000	\$ 50,000	\$ 62,500	\$ 75,000	\$ 87,500
Field trips, other unclassified items	\$ -	\$ 7,500	\$ 16,000	\$ 20,000	\$ 24,000	\$ 28,000
Co-curricular & Athletics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Instructional Supplies and Resources	\$ 40,000	\$ 98,500	\$ 174,000	\$ 215,000	\$ 258,000	\$ 301,000
Support Supplies and Resources						
Administrative Computers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration Dues, fees, misc expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office supplies	\$ -	\$ -	\$ 20,000	\$ 40,000	\$ 45,000	\$ 45,000
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Support Supplies and Resources	\$ -	\$ -	\$ 20,000	\$ 40,000	\$ 45,000	\$ 45,000
Board Expenses						
Charter Board Services, including Board Training, retreats	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000
Charter Board Supplies & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charter Board Dues, fees, etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Board Expenses	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000
Professional Purchased or Contracted Services						
Legal Services	\$ 10,000	\$ 8,000	\$ 12,000	\$ 15,000	\$ 15,000	\$ 17,500
Audit Services (compliant with SBOA requirements)	\$ -	\$ -	\$ 7,500	\$ 10,000	\$ 10,000	\$ 12,500
Payroll Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ 5,000	\$ 21,000	\$ 21,000	\$ 25,000	\$ 25,000	\$ 30,000
Printing/Newsletter/Annual Report Services	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ 15,000	\$ 15,000
Consultants	\$ -	\$ 85,500	\$ 90,000	\$ 95,000	\$ 100,000	\$ 120,000
Internet Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Telecommunication Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Insurance Costs	\$ -	\$ 19,750	\$ 19,750	\$ 27,500	\$ 27,500	\$ 33,000
Travel	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 7,500
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Information Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ -	\$ 22,000	\$ 24,000	\$ 30,000	\$ 35,000	\$ 40,000
Nursing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other: Therapy Services	\$ -	\$ 527,256	\$ 715,750	\$ 895,000	\$ 1,075,000	\$ 1,252,000
Other: Computer Based Instruction	\$ -	\$ 39,996	\$ 49,462	\$ 62,500	\$ 75,000	\$ 87,500
Other: Advertising	\$ -	\$ 20,000	\$ 20,000	\$ 30,000	\$ 30,000	\$ 30,000
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Professional Purchased or Contracted Services	\$ 15,000	\$ 743,502	\$ 971,462	\$ 1,207,000	\$ 1,412,500	\$ 1,645,000
Facilities						
Rent, mortgage, or other facility cost	\$ 45,000	\$ 100,000	\$ 180,000	\$ 270,000	\$ 270,000	\$ 330,000
Furniture & Equipment	\$ 40,000	\$ 30,000	\$ 51,000	\$ 50,000	\$ 50,000	\$ 70,000
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Facilities	\$ 85,000	\$ 130,000	\$ 231,000	\$ 320,000	\$ 320,000	\$ 400,000
Other						
Contingency	\$ -	\$ 70,000	\$ 80,000	\$ 25,000	\$ 25,000	\$ -
Education One Administrative Fee	\$ -	\$ 27,269	\$ 36,360	\$ 45,450	\$ 54,540	\$ 63,630
CMO/EMO Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charter School Capital Revolving Loan Interest Payments	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Charter School Capital Revolving Loan Principal Payments	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ 437,269	\$ 116,360	\$ 70,450	\$ 79,540	\$ 63,630
Total Expenditures	\$ 220,669	\$ 3,016,400	\$ 3,559,557	\$ 4,474,744	\$ 5,187,407	\$ 5,988,232
Carryover/Deficit	\$ 104,331	\$ 18,510	\$ 129,563	\$ (91,594)	\$ 71,873	\$ 146,928
Cumulative Carryover/(Deficit)	\$ 104,331	\$ 122,841	\$ 252,405	\$ 160,810	\$ 232,684	\$ 379,612

Expected New School Annual Operating Budget and Cash Flow Projections - YEAR 0 - Pre-Opening Period

	Jun-19	Jul-19	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	TOTAL 2018	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	TOTAL FIRST HALF 2019
REVENUE															
Federal Revenue															
Charter School Program (CSP) Grant (NOTE: this is a competitive grant. Funding is not guaranteed.)															
Other Revenue (Federal sources (please describe))													130,000.00	173,000.00	303,000.00
Other Revenue (Federal sources (please describe))															
Other Revenue															
Continental Philanthropic Donations															
Charter School Capital, 3 month revenue loan															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Revenue													150,000.00	173,000.00	323,000.00
EXPENDITURES															
Personnel Expenses															
Wages, Benefits and Payroll Taxes (TOTAL must match "Staffline Year 0")												26,889.67	26,889.67	26,889.67	80,669.00
Professional Development															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Personnel Expenses												26,889.67	26,889.67	26,889.67	80,669.00
Instructional Supplies and Resources															
Textbooks													40,000.00		40,000.00
Library, audiovisual, etc.															
Technology															
Assessment materials															
Computers															
Software															
Other classroom supplies															
Field trips, other out-of-district items															
Gymnasium & Athletics															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Instructional Supplies and Resources													40,000.00		40,000.00
Support Supplies and Resources															
Administrative Computers															
Administrative Software															
Administration Fees, Fees, misc. EXPENSES															
Office supplies															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Support Supplies and Resources															
Board Expenses															
Charter Board Services, including Board Training retreats															
Charter Board Supplies & Equipment															
Charter Board (Ages, fees, etc)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Board Expenses															
Professional Purchased or Contracted Services															
Legal Services												10,000.00			10,000.00
Audit Services (compliant with SBOA requirements)															
Payroll Services															
Accounting Services												5,000.00			5,000.00
Printing/Scanner/Annual Report Services															
Consultants															
Internet Services															
Telephone/Telecommunication Services															
Total Insurance Costs (per ED1 requirements detailed in charter school application)															
Travel															
Postage															
Special Education Services															
Student Information Services															
Fiscal services															
Translation															
Printing Services															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Professional Purchased or Contracted Services												15,000.00			15,000.00
Facilities															
Rent, mortgage, or other facility cost												15,000.00	15,000.00	15,000.00	45,000.00
Furniture & Equipment												40,000.00			40,000.00
Classrooms															
Water/Sewer															
Gifts/Inception															
Maintenance Services															
Custodial															
Waste disposal															
Police Service for Facilities (limited City?)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Other (please describe)															
Total Facilities												55,000.00	15,000.00	15,000.00	85,000.00

Expected Charter School Staffing Needs -- Year 0 -- Pre-Opening Period

Please fill in the expected positions along with salary and benefit estimates. Insert rows as needed. Be certain to include all Administrative Staff positions, in addition to Teachers and positions such as Paraprofessional, Teaching Assistant, Counselor, Therapist, Nurse, etc. as may be appropriate for your school model.

Benefits Assumptions - Please describe how you calculated your benefits and what is included below					
Benefits include: Group Health & Dental Insurance; Long-Term Disability Insurance; Public Employee Retirement; Teacher Retirement; Employer's Social Security/Medicare Insurance; and Unemployment/Workers Compensation. Actual rates were run compared to current operations and set to the average of 28.3% of salary.					
Position Description	Number of Staff Per Position	Average Salary for the Position	Total Salary	Benefits and Payroll Taxes	TOTAL Salary and Benefits
Director/Principal	1	17,500	17,500	4,953	22,453
Assistant Director	1	13,000	13,000	3,679	16,679
Special Education Director	1	15,000	15,000	4,245	19,245
Curriculum Coordinator	1	6,875	6,875	1,946	8,821
Teachers	1	10,500	10,500	2,972	13,472
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
TOTAL			62,875	17,794	80,669

Expected New School Annual Operating Budget -- YEAR 1 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	\$ 908,970	
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: State Special Education	\$ 1,318,140	
Other State Revenue: Medicaid Reimbursement	\$ 38,000	IEP Transportation Services
Federal Revenue		
		NOTE: This is a competitive grant for planning & implementation. Funding is not guaranteed. The funding for the PCSP grant is distributed through a reimbursement process. Contact IDOE with questions.
Charter School Program (CSP) Grant	\$ 104,800	
Charter School Facilities Assistance Program Grant	\$ -	
Public Law 101-476 (IDEA)	\$ 65,000	
Title I	\$ -	
Title II	\$ -	
Federal Lunch Program	\$ -	
Federal Breakfast Reimbursement	\$ -	
Other Revenue Federal sources (please describe)	\$ -	
Other Revenue Federal sources (please describe)	\$ -	
Other Revenue Federal sources (please describe)	\$ -	
Other Revenues		
Committed Philanthropic Donations	\$ -	
Before and After Care Fees	\$ -	
Interest Income	\$ -	
Other: Charter and Innovation Network Grant	\$ 75,000	
Other: Charter School Capital Revolving Loan	\$ 300,000	
Other: School-Based Medicaid Program	\$ 225,000	Speech, PT, OT, etc
Other (please describe)		
Total Revenue	\$ 3,034,910	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	\$ 1,526,129	Use staffing workbook
Substitute Teachers		
Professional Development	\$ 20,000	
Bonuses	\$ 56,000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	\$ 1,602,129	
Instructional Supplies and Resources		
Textbooks	\$ 15,000	Instructional Supplies
Library, periodicals, etc	\$ 12,000	Plato Subscription
Technology		
Assessment materials		
Computers	\$ 20,000	
Software	\$ 24,000	
Other classroom supplies	\$ 20,000	STEAM Instructional Kits
Field trips, other unclassified items	\$ 7,500	
Co-curricular & Athletics		
Other (please describe)		
Other (please describe)		
Other (please describe)		

Other (please describe)		
Other (please describe)		
Total Instructional Supplies and Resources	\$ 98,500	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	\$ -	
Board Expenses		
Charter Board Services, including Board Training, retreats	\$ 5,000	
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	\$ 5,000	
Professional Purchased or Contracted Services		
Legal Services	\$ 8,000	
Audit Services (compliant with SBOA requirements)		
Payroll Services		
Accounting Services	\$ 21,000	Payroll and Accounting Services
Printing/Newsletter/Annual Report Services		
Consultants	\$ 85,500	Indiana Charters
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs	\$ 19,750	
Travel		
Postage		
Special Education Services		
Student Information Services		
Food service		
Transportation	\$ 22,000	
Nursing Services		
Other: Therapy Services	\$ 527,256	
Other: Computer Based Instruction	\$ 39,996	
Other: Advertising	\$ 20,000	
Other (please describe)		
Total Professional Purchased or Contracted Services	\$ 743,502	
Facilities		
Rent, mortgage, or other facility cost	\$ 100,000	Sublease of facilities including utilities
Furniture & Equipment	\$ 30,000	
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)		
Total Facilities	\$ 130,000	
Other		

Contingency	\$	70,000	
Education One Administrative Fee	\$	27,269	Assume 3% of Basic Grant (Row 6)
CMO/EMO Fee			Be certain to reflect the full amount of any fee, including the management fee and any pass-through fees. If pass-through fees are reflected elsewhere in the budget, please clearly indicate this in the Budget Narrative.
Charter School Capital Revolving Loan Interest Payments	\$	40,000	Interest on Revolving Debt
Charter School Capital Revolving Loan Principal Payments	\$	300,000	
Other (please describe)			
Other (please describe)			
Total Other	\$	437,269	
Total Expenditures	\$	3,016,400	
Carryover/Deficit	\$	18,510	

Cumulative Carryover/(Deficit) \$ 122,841

Expected Charter School Staffing Needs -- Year 1

Please fill in the expected positions along with salary and benefit estimates. Insert rows as needed. Be certain to include all Administrative Staff positions, in addition to Teachers and positions such as Paraprofessional, Teaching Assistant, Counselor, Therapist, Nurse, etc. as may be appropriate for your school model.

Benefits Assumptions - Please describe how you calculated your benefits and what is included below					
Benefits include: Group Health & Dental Insurance; Long-Term Disability Insurance; Public Employee Retirement; Teacher Retirement; Employer's Social Security/Medicare Insurance; and Unemployment/Workers Compensation. Actual rates were run compared to current operations and set to the average of 28.3% of salary.					
Position Description	Number of Staff Per Position	Average Salary for the Position	Total Salary	Benefits and Payroll Taxes	TOTAL Salary and Benefits
Director/Principal	1	70,000	70,000	19,810	89,810
Assistant Director	1	52,000	52,000	14,716	66,716
Classroom Assistants	14	28,000	392,000	110,936	502,936
Teachers	14	42,000	588,000	166,404	754,404
Special Education Director	1	60,000	60,000	16,980	76,980
Curriculum Coordinator	1	27,500	27,500	7,783	35,283
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
TOTAL			1,189,500	336,629	1,526,129

Expected New School Annual Operating Budget -- YEAR 2 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	\$ 1,212,000	
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: State Special Education	\$ 1,757,520	
Other State Revenue: Medicaid Reimbursement	\$ 50,600	
Federal Revenue		
Charter School Program (CSP) Grant	\$ 183,000	NOTE: This is a competitive grant for planning & implementation. Funding is not guaranteed.
Charter School Facilities Assistance Program Grant		
Public Law 101-476 (IDEA)	\$ 86,000	
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
Other: Charter and Innovation Network Grant	\$ 100,000	
Other: Charter School Capital Revolving Loan		
Other: School-Based Medicaid Program	\$ 300,000	Speech, PT, OT, etc.
Other (please describe)		
Total Revenue	\$ 3,689,120	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	\$ 2,016,735	Use staffing workbook
Substitute Teachers		
Professional Development	\$ 25,000	
Bonuses		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	\$ 2,041,735	
Instructional Supplies and Resources		
Textbooks	\$ 30,000	Instructional Supplies
Library, periodicals, etc	\$ 28,000	Plato Subscription
Technology		
Assessment materials		
Computers	\$ 30,000	
Software	\$ 20,000	
Other classroom supplies	\$ 50,000	STEAM Instructional Kits

Field trips, other unclassified items	\$	16,000	
Co-curricular & Athletics			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Total Instructional Supplies and Resources	\$	174,000	
Support Supplies and Resources			
Administrative Computers			
Administrative Software			
Administration Dues, fees, misc expenses			
Office supplies	\$	20,000	
Other (please describe)			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Total Support Supplies and Resources	\$	20,000	
Board Expenses			
Charter Board Services, including Board Training, retreats	\$	5,000	
Charter Board Supplies & Equipment			
Charter Board Dues, fees, etc			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Other (please describe)			
Total Board Expenses	\$	5,000	
Professional Purchased or Contracted Services			
Legal Services	\$	12,000	
Audit Services (compliant with SBOA requirements)	\$	7,500	
Payroll Services			
Accounting Services	\$	21,000	Payroll and Accounting Services
Printing/Newsletter/Annual Report Services	\$	12,000	
Consultants	\$	90,000	Indiana Charters
Internet Services			
Telephone/Telecommunication Services			
Total Insurance Costs	\$	19,750	
Travel			
Postage			
Special Education Services			
Student Information Services			
Food service			
Transportation	\$	24,000	
Nursing Services			
Other: Therapy Services	\$	715,750	
Other: Computer Based Instruction	\$	49,462	
Other: Advertising	\$	20,000	
Other (please describe)			
Total Professional Purchased or Contracted Services	\$	971,462	
Facilities			
Rent, mortgage, or other facility cost	\$	180,000	
Furniture & Equipment	\$	51,000	
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)		
Total Facilities	\$ 231,000	
Other		
Contingency	\$ 80,000	
Education One Administrative Fee	\$ 36,360	Assume 3% of Basic Grant (Row 6)
		Be certain to reflect the full amount of any fee, including the management fee and any pass-through fees. If pass-through fees are reflected elsewhere in the budget, please clearly indicate this in the Budget Narrative.
CMO/EMO Fee		
Charter School Capital Revolving Loan Interest Payments		
Charter School Capital Revolving Loan Principal Payments		
Other (please describe)		
Other (please describe)		
Total Other	\$ 116,360	
Total Expenditures	\$ 3,559,557	
Carryover/Deficit	\$ 129,563	

Cumulative Carryover/(Deficit) \$ 252,405

Expected Charter School Staffing Needs -- Year 2

Please fill in the expected positions along with salary and benefit estimates. Insert rows as needed. Be certain to include all Administrative Staff positions, in addition to Teachers and positions such as Paraprofessional, Teaching Assistant, Counselor, Therapist, Nurse, etc. as may be appropriate for your school model.

Benefits Assumptions - Please describe how you calculated your benefits and what is included below					
Benefits include: Group Health & Dental Insurance; Long-Term Disability Insurance; Public Employee Retirement; Teacher Retirement; Employer's Social Security/Medicare Insurance; and Unemployment/Workers Compensation. Actual rates were run compared to current operations and set to the average of 28.3% of salary.					
Position Description	Number of Staff Per Position	Average Salary for the Position	Total Salary	Benefits and Payroll Taxes	TOTAL Salary and Benefits
Director/Principal	1	72,000	72,000	20,376	92,376
Assistant Director	1	53,500	53,500	15,141	68,641
Classroom Assistants	18	28,280	509,040	144,058	653,098
Teachers	18	47,100	847,800	239,927	1,087,727
Special Education Director	1	61,800	61,800	17,489	79,289
Curriculum Coordinator	1	27,750	27,750	7,853	35,603
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
			-		-
TOTAL			1,571,890	444,845	2,016,735

Expected New School Annual Operating Budget -- YEAR 3 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	\$ 1,515,000	
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: State Special Education	\$ 2,196,900	
Other State Revenue: Medicaid Reimbursement	\$ 63,250	
Federal Revenue		
Charter School Program (CSP) Grant		
Charter School Facilities Assistance Program Grant		
Public Law 101-476 (IDEA)	\$ 108,000	
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
Other: Charter and Innovation Network Grant	\$ 125,000	
Other: Charter School Capital Revolving Loan		
Other: School-Based Medicaid Program	\$ 375,000	Speech, PT, OT, etc.
Other (please describe)		
Total Revenue	\$ 4,383,150	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	\$ 2,582,294	Use staffing workbook
Substitute Teachers		
Professional Development	\$ 30,000	
Bonuses		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	\$ 2,612,294	
Instructional Supplies and Resources		
Textbooks	\$ 35,000	Instructional Supplies
Library, periodicals, etc	\$ 35,000	Plato Subscription
Technology		
Assessment materials		
Computers	\$ 37,500	
Software	\$ 25,000	
Other classroom supplies	\$ 62,500	STEAM Instructional Kits
Field trips, other unclassified items	\$ 20,000	
Co-curricular & Athletics		

Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Instructional Supplies and Resources	\$ 215,000	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies	\$ 40,000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	\$ 40,000	
Board Expenses		
Charter Board Services, including Board Training, retreats	\$ 10,000	
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	\$ 10,000	
Professional Purchased or Contracted Services		
Legal Services	\$ 15,000	
Audit Services (compliant with SBOA requirements)	\$ 10,000	
Payroll Services		
Accounting Services	\$ 25,000	Payroll and Accounting Services
Printing/Newsletter/Annual Report Services	\$ 12,000	
Consultants	\$ 95,000	Indiana Charters
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs	\$ 27,500	
Travel	\$ 5,000	
Postage		
Special Education Services		
Student Information Services		
Food service		
Transportation	\$ 30,000	
Nursing Services		
Other: Therapy Services	\$ 895,000	
Other: Computer Based Instruction	\$ 62,500	
Other: Advertising	\$ 30,000	
Other (please describe)		
Total Professional Purchased or Contracted Services	\$ 1,207,000	
Facilities		
Rent, mortgage, or other facility cost	\$ 270,000	
Furniture & Equipment	\$ 50,000	
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)		
Total Facilities	\$	320,000
Other		
Contingency	\$	25,000
Education One Administrative Fee	\$	45,450
		Assume 3% of Basic Grant (Row 6)
		Be certain to reflect the full amount of any fee, including the management fee and any pass-through fees. If pass-through fees are reflected elsewhere in the budget, please clearly indicate this in the Budget Narrative.
CMO/EMO Fee		
Charter School Capital Revolving Loan Interest Payments		
Charter School Capital Revolving Loan Principal Payments		
Other (please describe)		
Other (please describe)		
Total Other	\$	70,450
Total Expenditures	\$	4,474,744
Carryover/Deficit	\$	(91,594)
Cumulative Carryover/(Deficit)	\$	160,810

Expected New School Annual Operating Budget -- YEAR 4 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	\$ 1,818,000	
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: State Special Education	\$ 2,636,280	
Other State Revenue: Medicaid Reimbursement	\$ 75,000	
Federal Revenue		
Charter School Program (CSP) Grant		
Charter School Facilities Assistance Program Grant		
Public Law 101-476 (IDEA)	\$ 130,000	
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
Other: Charter and Innovation Network Grant	\$ 150,000	
Other: Charter School Capital Revolving Loan		
Other: School-Based Medicaid Program	\$ 450,000	Speech, PT, OT, etc.
Other (please describe)		
Total Revenue	\$ 5,259,280	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	\$ 3,027,367	Use staffing workbook
Substitute Teachers		
Professional Development	\$ 35,000	
Bonuses		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	\$ 3,062,367	
Instructional Supplies and Resources		
Textbooks	\$ 42,000	Instructional Supplies
Library, periodicals, etc	\$ 42,000	Plato Subscription
Technology		
Assessment materials		
Computers	\$ 45,000	
Software	\$ 30,000	
Other classroom supplies	\$ 75,000	STEAM Instructional Kits
Field trips, other unclassified items	\$ 24,000	
Co-curricular & Athletics		

Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Instructional Supplies and Resources	\$ 258,000	
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies	\$ 45,000	
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	\$ 45,000	
Board Expenses		
Charter Board Services, including Board Training, retreats	\$ 10,000	
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	\$ 10,000	
Professional Purchased or Contracted Services		
Legal Services	\$ 15,000	
Audit Services (compliant with SBOA requirements)	\$ 10,000	
Payroll Services		
Accounting Services	\$ 25,000	Payroll and Accounting Services
Printing/Newsletter/Annual Report Services	\$ 15,000	
Consultants	\$ 100,000	Indiana Charters
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs	\$ 27,500	
Travel	\$ 5,000	
Postage		
Special Education Services		
Student Information Services		
Food service		
Transportation	\$ 35,000	
Nursing Services		
Other: Therapy Services	\$ 1,075,000	
Other: Computer Based Instruction	\$ 75,000	
Other: Advertising	\$ 30,000	
Other (please describe)		
Total Professional Purchased or Contracted Services	\$ 1,412,500	
Facilities		
Rent, mortgage, or other facility cost	\$ 270,000	
Furniture & Equipment	\$ 50,000	
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)		
Total Facilities	\$	320,000
Other		
Contingency	\$	25,000
Education One Administrative Fee	\$	54,540
		Assume 3% of Basic Grant (Row 6)
		Be certain to reflect the full amount of any fee, including the management fee and any pass-through fees. If pass-through fees are reflected elsewhere in the budget, please clearly indicate this in the Budget Narrative.
CMO/EMO Fee		
Charter School Capital Revolving Loan Interest Payments		
Charter School Capital Revolving Loan Principal Payments		
Other (please describe)		
Other (please describe)		
Total Other	\$	79,540
Total Expenditures	\$	5,187,407
Carryover/Deficit	\$	71,873
Cumulative Carryover/(Deficit)	\$	232,684

Expected New School Annual Operating Budget -- YEAR 5 -- Fiscal Year July 1-June 30

REVENUE	Amount	Notes
State Revenue		
Basic Grant	\$ 2,121,000	
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: State Special Education	\$ 3,075,660	
Other State Revenue: Medicaid Reimbursement	\$ 88,500	
Federal Revenue		
Charter School Program (CSP) Grant		
Charter School Facilities Assistance Program Grant		
Public Law 101-476 (IDEA)	\$ 150,000	
Title I		
Title II		
Federal Lunch Program		
Federal Breakfast Reimbursement		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenue Federal sources (please describe)		
Other Revenues		
Committed Philanthropic Donations		
Before and After Care Fees		
Interest Income		
Other: Charter and Innovation Network Grant	\$ 175,000	
Other: Charter School Capital Revolving Loan		
Other: School-Based Medicaid Program	\$ 525,000	Speech, PT, OT, etc.
Other (please describe)		
Total Revenue	\$ 6,135,160	
EXPENDITURES		
Personnel Expenses		
Wages, Benefits and Payroll Taxes	\$ 3,483,602	Use staffing workbook
Substitute Teachers		
Professional Development	\$ 40,000	
Bonuses		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Personnel Expenses	\$ 3,523,602	
Instructional Supplies and Resources		
Textbooks	\$ 49,000	Instructional Supplies
Library, periodicals, etc	\$ 49,000	Plato Subscription
Technology		
Assessment materials		
Computers	\$ 52,500	
Software	\$ 35,000	
Other classroom supplies	\$ 87,500	STEAM Instructional Kits
Field trips, other unclassified items	\$ 28,000	
Co-curricular & Athletics		

Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Instructional Supplies and Resources	\$	301,000
Support Supplies and Resources		
Administrative Computers		
Administrative Software		
Administration Dues, fees, misc expenses		
Office supplies	\$	45,000
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Support Supplies and Resources	\$	45,000
Board Expenses		
Charter Board Services, including Board Training, retreats	\$	10,000
Charter Board Supplies & Equipment		
Charter Board Dues, fees, etc		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Other (please describe)		
Total Board Expenses	\$	10,000
Professional Purchased or Contracted Services		
Legal Services	\$	17,500
Audit Services (compliant with SBOA requirements)	\$	12,500
Payroll Services		
Accounting Services	\$	30,000
Printing/Newsletter/Annual Report Services	\$	15,000
Consultants	\$	120,000
Internet Services		
Telephone/Telecommunication Services		
Total Insurance Costs	\$	33,000
Travel	\$	7,500
Postage		
Special Education Services		
Student Information Services		
Food service		
Transportation	\$	40,000
Nursing Services		
Other: Therapy Services	\$	1,252,000
Other: Computer Based Instruction	\$	87,500
Other: Advertising	\$	30,000
Other (please describe)		
Total Professional Purchased or Contracted Services	\$	1,645,000
Facilities		
Rent, mortgage, or other facility cost	\$	330,000
Furniture & Equipment	\$	70,000
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)		
Total Facilities	\$	400,000
Other		
Contingency	\$	-
Education One Administrative Fee	\$	63,630
		Assume 3% of Basic Grant (Row 6)
		Be certain to reflect the full amount of any fee, including the management fee and any pass-through fees. If pass-through fees are reflected elsewhere in the budget, please clearly indicate this in the Budget Narrative.
CMO/EMO Fee		
Charter School Capital Revolving Loan Interest Payments		
Charter School Capital Revolving Loan Principal Payments		
Other (please describe)		
Other (please describe)		
Total Other	\$	63,630
Total Expenditures	\$	5,988,232
Carryover/Deficit	\$	146,928
Cumulative Carryover/(Deficit)	\$	379,612

Expected Charter School Staffing Needs -- Year 5

Please fill in the expected positions along with salary and benefit estimates. Insert rows as needed. Be certain to include all Administrative Staff positions, in addition to Teachers and positions such as Paraprofessional, Teaching Assistant, Counselor, Therapist, Nurse, etc. as may be appropriate for your school model.

Benefits Assumptions - Please describe how you calculated your benefits and what is included below					
Benefits include: Group Health & Dental Insurance; Long-Term Disability Insurance; Public Employee Retirement; Teacher Retirement; Employer's Social Security/Medicare Insurance; and Unemployment/Workers Compensation. Actual rates were run compared to current operations and set to the average of 28.3% of salary.					
Position Description	Number of Staff Per Position	Average Salary for the Position	Total Salary	Benefits and Payroll Taxes	TOTAL Salary and Benefits
Director/Principal	1	78,000	78,000	22,074	100,074
Assistant Director	1	58,000	58,000	16,414	74,414
Classroom Assistants	30	29,000	870,000	246,210	1,116,210
Teachers	30	50,000	1,500,000	424,500	1,924,500
Special Education Director	1	67,500	67,500	19,103	86,603
Curriculum Coordinator	1	57,000	57,000	16,131	73,131
Assistant Special Education Director	1	55,000	55,000	15,565	70,565
Assistant Curriculum Coordinator	1	29,700	29,700	8,405	38,105
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
TOTAL			2,715,200	768,402	3,483,602

Memorandum of Understanding

Between

The Hope Source Inc.

and

Dynamic Minds Academy, Inc.

This Memorandum of Understanding (MOU) sets for the terms and understanding between The Hope Source Inc. (THS) and Dynamic Minds Academy, Inc. (DMA) to partially finance the startup of operations of Dynamic Minds Academy, Inc.

Background

DMA is expected to receive a charter to begin school operations in the fall of 2019. As part of its operation, a contract will be executed between THS and DMA for THS to be the therapy partner who will provide several services for students at DMA. The school facilities will also be leased from THS. There are many students that are currently being educated at THS in the 2018-2019 school year who will transition from being students of Options Charter to DMA.

Purpose

This MOU will provide guidance for THS to provide some of the startup funding needed by DMA.

Specifically, THS and DMA agree to the following:

1. THS will provide the funding to pay salaries for the startup employees (Director, Assistant Director, Special Education Director, Curriculum Coordinator, and Teachers) in April, May, and June 2019. THS would be repaid as soon as reimbursement is received from the anticipated CSP grant for those expenses.
2. THS will provide the funding to pay for other startup expenses (legal services, accounting services, and textbooks. THS would be repaid as soon as reimbursement is received from the anticipated CSP grant for those expenses.
3. Rent payments for April through June 2019 will be paid to THS when reimbursement is received from the anticipated CSP grant for those expenses.
4. Rent payments to THS for the first year of operation will be deferred until the February State Special Education payment is received.
5. Payments for any therapy services provided by THS that are not reimbursed by Medicaid or private insurance will be deferred until the February State Special Education payment is received.

Reporting

The board of directors for DMA and Julie Gordon will evaluate effectiveness and adherence to the agreement beginning in April 2019. This agreement will be discussed at the monthly board of directors meeting for DMA.

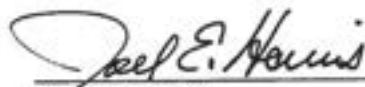
Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from DMA and THS. This MOU shall become effective upon signature by the authorized officials from the DMA and THS and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from DMA and THS this MOU shall end on February 29, 2020.

Contact Information

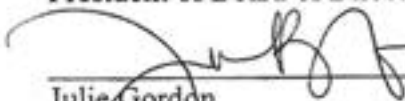
Dynamic Minds Academy, Inc.
Joel E. Harris
President of Board of Directors
8350 Craig Street
Indianapolis, IN 46250
317-840-9996
jharrisdma@outlook.com

The Hope Source Inc.
Julie Gordon
President
8350 Craig Street
Indianapolis, IN 46250
317-514-1838
julie@asdhopesource.com



Date: 1/10/2019

Joel E. Harris
Dynamic Minds Academy, Inc.
President of Board of Directors



Date: 1/9/19

Julie Gordon
The Hope Source
President

Attachment 20

Budget Narrative

I. REVENUE ASSUMPTIONS

A. Per Pupil Funding

This funding source may also be termed "Basic Grant" in some references throughout this application. Revenue from this source includes the foundation funding amount combined with the complexity grant amount.

The following explains the two components of the per-pupil funding:

Foundation Funding	\$5,352 per / pupil
Complexity Grant	Complexity multiplier is estimated as 0.20. This multiplier is based on an assumption that 20% of students will be recipients of governmental services TANF or food stamps. The complexity grant is determined by the product of \$3,489 and the "multiplier" (0.20) listed above.

$$\begin{array}{r} \$ 3,539 \\ \times 0.20 \\ \hline \$ 708 \end{array}$$

Foundation Funding	\$ 5,352
Complexity Grant	<u>+\$ 708</u>
Total Per Pupil Funding	\$ 6,060

No annual increase in per pupil funding is calculated throughout this budget.

B. Special Education Funding (State)

Based on a Dec. 1 count of special education students, a monthly distribution is made at the same time the state pays the basic tuition support. The revenue amount used in this budget reflects 93% of students receiving support at what is called "Level One" or "Severe Disabilities" category, 3% of students receiving support at "Level Two" or "Mild and Moderate Disabilities" category, and 67% receiving "Communication Disorder" services, which is an additional distribution for students with a secondary disability. Typically, students with ASD will qualify for both Level One and Communication Disorder funds.

The special education per-pupil funding amounts, which were adjusted in the 2015 General Assembly are listed below: (It is expected that these numbers will also be adjusted up)

Severe Disabilities	\$8,976	x	140	\$1,256,640
Mild and Moderate Disabilities	\$2,300	x	5	\$11,500
Communication Disorders	\$500	x	100	\$50,000
				<u>\$1,318,140</u>

C. Medicaid Reimbursement

Many services performed by schools for special education students are reimbursable by Medicaid or by a student's health insurance. This includes transportation services that are included in an IEP as well as various screenings and record keeping activities by the school. History of these billings with the student population like that of Dynamic Minds Academy suggests that on average approximately \$250 per enrolled student will be billed per year.

D. Charter and Innovation Network Schools Grant

This funding source was first enacted with the 2015 budget bill and renewed in the 2017 budget bill. It provides \$ 500 per charter school student.

$$\begin{array}{r} \$500 \\ \times 150 \\ \hline \$75,000 \end{array}$$

E. CSP - Quality Counts Charter School Program Grant

DMA representatives have participated in a training session for this grant and are currently planning for one-on-one technical assistance. This updated budget version assumes \$325,000 (schedule A), \$105,000 (Schedule B) and \$183,000 (Schedule C) revenue from this grant. It should be noted that previous budget submissions prior to this update totally excluded revenue from this source. Though we expect DMA will be awarded this grant, we understand it is a competitive grant process; and we have contingency plans should this amount be lowered.

F. Part B IDEA

Part B of the Individuals with Disabilities Education Act provides reimbursement for the "excess costs" of providing education to students with special needs. The federal funding formula requires states to consider multiple criteria to determine equitable distribution for all LEAs, which includes charter schools. The components of the federal funding formula include: base payment amounts (the number of students with special needs enrolled during the first year of operation for new charter schools), total school population, and poverty factors, based off free and reduced lunch counts from the October DOE-PE report. It is often difficult to predict the outcome of this formula for new charter schools. For new charter schools, these processes should be complete by January of their first year of operation. In subsequent years, Part B IDEA grants are submitted in late summer with access to reimbursement in October. This budget uses \$65,000 as a conservative estimate for this revenue source and uses the same rate per pupil for each successive year in the budget.

Estimated annual reimbursement \$ 65,000

G. Title I

Since charter schools do not have their own census poverty data, the IDOE's multi-step approach to determining eligibility will take some time. This budget assumes no funding from this revenue source.

H. Charter School Capital – Advance of Tuition Support

DMA has prequalified for \$250,000 with Charter School Capital, INC (See LOI attachment). \$150,000 of this funding will be used to bridge the gap prior to special education state funding. It is a rolling loan that can be repaid and renewed. These funds are visible as revenue and expenses on the Year 0 and Year 1 budgets. Full repayment and termination is scheduled for February of 2020.

II. EXPENSES

A. Staffing Levels

Providing the staff required to work effectively with students with ASD and additionally provide the operational and accountability resources to operate a school is the biggest challenge faced by DMA. This requires the innovative partnership with a therapy services provider, The Hope Source, along with the contracted relationship with the educational service provider (ESP) Indiana Charters.

Dynamic Minds Academy

DMA provides a robust staff to provide an optimal learning environment for its students. Each group of up to 12 students will be served by one licensed certified teachers (both content area and special education) as well as one Classroom assistant. Initially, three administrators (Education Director, Curriculum Director, On-Site Special Education Coordinator) will participate with fourteen licensed certified teachers and fourteen teacher aids to provide the instructional services to the students. Without calculating the therapy support services from The Hope Source Staff and the online assistance through licensed teachers employed by our ESP, Indiana Charters, the DMA staff provides a 1:8 teacher per student ratio.

DMA's Initial average teacher salary is calculated at \$42,000. This is based on an average teacher's salary in the area, however, this is based on a 10-month school year. It is estimated that this is approximately \$4,000 too low initially. Due to first year cash flow issues, it has been decided to pay out this difference as a bonus at the end of the first year based on meeting performance goals. However, after the first year, the difference in the salary will be increased in the base salary and there will no longer be a bonus component of the compensation model.

DMA's Average teacher aid salary is calculated at \$28,000.

Certified employees may opt into participation in the INPRS (TRF) retirement system. The budget assumes a 10.5 percent of salary contribution to the plan.

Employees who do not participate in the INPRS state retirement plan, whether certified or not, may opt to participate in a qualified 403 (b) plan. These employees will have 10.5 % of their salary deposited in their 403 (b) plan.

Group Health and Dental will be offered to all full-time employees through a cost sharing plan.

The total benefits have been calculated to be 28.3% of salaries.

Total salary, including benefits is \$ 1,526,129 for the first year

Staffing levels each additional year increases to keep pace with the additional students. To keep pace, two teachers and two teacher aids are added each year. In addition, an inflation rate of approximately 3% is added per year to teacher's salaries and 1% per year to teacher aids.

The Hope Source

One innovation of the DMA model is to work hand in hand with therapy providers as a part of the school day within a shared facility. At the first DMA location, the therapy provider is selected to be The Hope Source. The Hope Source staff may accompany and assist with the instructional day as well. Each student's instructional and therapeutic services are individualized through the IEP process. Student who need one-on-one support will be provided that resource through The Hope Source staff.

THS salaries and services are supported through the total fee of \$ 527,256 for the Year 1 budget (in expenditure line "Other: Therapy Services").

Indiana Charters

Dynamic Minds Academy has chosen to use Indiana Charters as a consultant and Education Service Provider (ESP).

Indiana Charters' Partners, employees and sub-contractors will perform the following duties to ensure organizational and operational success:

- Administrative Mentor
- Coordination of State, Federal and Authorizer reporting
- Financial Services – Accounting and Payroll
- Business Manager Services / Financial Planning
- Special Education Oversight Director

Indiana Charters Computer Based Instruction Staff

Contracted support for high school credit attainment

- 5 licensed teachers
- Administrative liaison
- Special education oversight
- Technology support

This teaching staff is supplied at a cost of \$200 per course.

Expenses for Indiana Charters are recording in the budget in the "Accounting Services," "Consultants," and "Other: Computer Based Instruction" lines.

B. Facility Costs

Facility fees are paid to The Hope Source. The fee is an all-inclusive fee. There are no additional charges for utilities or maintenance.

III. CASH FLOW

The Cumulative Carryover/(Deficit) column shows the cash on hand at the end of the school year. Based on the Total Expenditures, by the end of the 5 year budget, DMA should have more than 60 days of expenditures in cash.

The first year of operation of DMA will have cash flow challenges due to the reliance on special education funding that will not begin to be paid until February of the first school year and Medicaid reimbursement for school-based therapy services. DMA will be using experienced employees who have worked with school-based Medicaid, who currently are able to be reimbursed in 30 days by Medicaid, which should match the time needed to pay the expenses associated with the Medicaid invoices. The rolling line of credit will be used to bridge the gap between incurred expenses and the receipt of the funding in February. Finally, agreements in principal have been made with The Hope Source to defer many expenses, including rent on the facility, until after the February receipt of special education funding.

In the third year of operation, we anticipate having a negative annual cash flow due to the expenses of starting a second site. All these expenses are included in the Budget and Staffing Workbook. It is very possible that this expansion will happen later than budgeted here. If so, year three would not have the negative annual cash flow, but a future year might.

Attachment 21: Operator Financials

As Dynamic Minds Academy is a new operation, there are no existing financials.

Attachment 22: Litigation Documentation

This is no existing litigation pending against Dynamic Minds Academy.

Omlor, Lindsay

From: Joel Harris <jharrisDMA@outlook.com>
Sent: Tuesday, March 26, 2019 9:58 AM
To: Omlor, Lindsay
Subject: Pending Litigation

*****CAUTION*****

DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Lindsay,

I talked with Julie on this. There are no current dates because the judge and the lawyers for the plaintiff are needing to find an expert to testify as to the competency of the child to testify. Earlier competency ruled that he was not competent to testify, but they were looking for someone with autism experience. They have been searching for 6 months and have not found anyone to perform the assessment, so the whole thing is in a holding pattern.

Julie says she has material that she can pull together if additional information is needed on the status of the litigation, but there is really no end in sight because there is nothing scheduled.

I double checked and there are no other lawsuits pending.

Thanks,
Joel



ATTORNEYS FOR APPELLANTS

Edward D. D'Arcy, Jr.
Michael J. Progar
Merrillville, Indiana

Sheri Bradtke McNeil
Kopka Pinkus Dolin
Crown Point, Indiana

ATTORNEY FOR APPELLEE

Mark A. Busby
Indianapolis, Indiana

IN THE
COURT OF APPEALS OF INDIANA

The Hope Source, Max Sigmon,
Julie Brant Gordon, and Dr.
Momi Yamanaka,
Appellants-Defendants,

v.

B.T., by his mother and next
friend, Melissa Troutman,
Appellee-Plaintiff.

September 20, 2017

Court of Appeals Case No.
49A02-1607-CT-1656

Appeal from the Marion Superior
Court.

The Honorable Cynthia J. Ayers,
Judge.

Trial Court Case No.
49D04-1411-CT-36677

Barteau, Senior Judge

Statement of the Case

[1] In this interlocutory appeal, we are asked to determine whether testimony obtained by facilitated communication is admissible in evidence. In this case of

first impression in Indiana, we hold that in certain situations it can be. Here, we affirm the trial court's preliminary decision regarding the procedure for determining the admissibility of the contested evidence.

Facts and Procedural History

- [2] B.T. is a minor, non-verbal child with severe autism, who was fourteen years old at the time of the trial court's order. He is unable to verbally communicate intelligibly. When B.T. was twelve years old, he received therapy for his autism through Hope Source, Max Sigmon, Julie Brant Gordon, and Dr. Momi Yamanaka (collectively "Hope Source"). B.T. began typing sentences, via facilitated communication, using a supportive typist, also known as a facilitator, in October 2013.
- [3] "Facilitated communication is defined as follows: a method of helping an individual produce typewritten material on a keyboard or communication device with the intention of compensating for difficulties in motor control." Appellants' App. Vol. I, p. 96. "The technique was developed by Rosemary Crossley in Australia in the 1970's and introduced to the United States by Dr. Douglas Biklin in 1989." *Id.* When facilitated communication is initially being used, the communicator typically is supported above or below the wrist by the facilitator. *Id.* The goal is for the facilitator, over time, to move the support further back on the arm or shoulder so that there is less direct contact until there is no contact. *Id.* That technique is known as "fading." *Id.* The facilitator applies backward pressure and centers the communicator after each letter is

typed to prevent the communicator from repeatedly striking the same key, one of the manifestations of behavior also known as perseveration. *Id.* Because facilitated communication is a joint activity, however, there is potential for what is known as “cuing,” where the facilitator may knowingly or unknowingly anticipate or in another way assist the communicator in selecting certain letters. *Id.*

[4] B.T. uses an iPad containing an assistive typing program/application that reads each letter and then each word typed by B.T. B.T.’s facilitator stands or sits along his right shoulder holding the shoulder of his shirt. He no longer requires wrist or elbow support during his communications. Prior to the use of facilitated communication, B.T. could not communicate in any typed or written form. Facilitated communication is now the sole method by which B.T. can communicate.

[5] The following allegations were made in the complaint against Hope Source. In November 2013, B.T.’s behavior changed. He expressed via facilitated communication that he did not like to work with his guide at Hope Source, Max Sigmon. After being dropped off one morning, B.T. vomited upon seeing Sigmon approaching him, and B.T.’s mother was called to return to the school to take him home. Thereafter, B.T. began sleeping in his parents’ bed every night. At roughly the same time period, B.T.’s music therapist, who had allegedly been told by Julie Gordon, President of Hope Source, that B.T. “just plays dumb here for us and won’t type,” advised Melissa that she noticed there was something not quite right with B.T. Appellants’ App. Vol. II, p. 13.

- [6] B.T. typed to his music therapist that it would be hard to trust her because of “other therapists.” *Id.* During an assistive typing session with his mother, she asked B.T. why he did not like working with Sigmon. He responded that he did not want to get in trouble, that Gordon was Sigmon’s sister, and that “I don’t want to make anyone mad.” *Id.* At a meeting with Gordon and Lisa Chandler, Programs Director at Hope Source, B.T.’s mother expressed her concern that B.T. did not like Sigmon and asked that he not be forced to work with him. Gordon informed B.T.’s mother that B.T. was not allowed to decide which staff member he wished to work with and stated that Sigmon would continue to be B.T.’s guide.
- [7] During another assisted typing session with his mother, B.T. allegedly typed that he did not like Sigmon. After his mother asked him why, B.T. responded that “he thinks im retarded.” *Id.* at 14. B.T. also typed that Sigmon was scary and asked if he was going to get in trouble if he did not want to be around him anymore. B.T. then typed that he did not want to discuss the matter further.
- [8] B.T.’s mother resumed the conversation later that evening, however, during which she asked B.T. if Sigmon had ever touched him inappropriately. B.T. is alleged to have typed that Sigmon placed his hand on B.T.’s butt and on his penis on two different occasions during the summer.
- [9] Melissa notified Hope Source that B.T. would no longer be attending Hope Source for therapy. B.T.’s parents met with Dr. Yamanaka and shared B.T.’s

statements with her. Yamanaka allegedly stated to Melissa that she took “full responsibility for [B.T.] still working with [Sigmon].” *Id.*

- [10] An investigation was conducted by the Indiana Department of Child Services. The complaint was deemed “unsubstantiated” in a report filed on May 19, 2014. *Id.* at 63. The family case manager noted that on numerous occasions during his interview, B.T. would look away from the keyboard while typing with the assistance of his usual supportive typist, who was not his mother.
- [11] On November 7, 2014, B.T., by his next friend, his mother, Melissa Troutman, filed a civil lawsuit against Sigmon; his sister, Julie Brant Gordon, President of The Hope Source; Dr. Momi Yamanaka, a licensed psychologist and Clinical Supervisor at The Hope Source; and, The Hope Source.
- [12] Hope Source sought to depose B.T. prior to trial. On September 17, 2015, Sigmon filed a motion to bar the use of a facilitator at B.T.’s deposition. The other defendants joined in Sigmon’s motion and filed their own motion seeking to bar the use of facilitated communication for the deposition or any future proceedings in the case. B.T. through his mother, Melissa, filed an objection.
- [13] On March 23, 2016, the trial court issued an order denying the request to bar the use of facilitated communication during the deposition. Appellants’ App. Vol. II, pp. 95-100. The trial court granted Hope Source’s petition to certify the decision for interlocutory appeal. A motions panel of this Court accepted jurisdiction of the interlocutory appeal, but, while retaining jurisdiction, remanded the case to the trial court, directing it to hold a hearing pursuant to

Indiana Rule of Evidence 702 to create a record regarding the science surrounding facilitated communication and its admissibility. *Id.* at 108-09.

[14] The trial court scheduled a hearing as ordered by this Court, but the parties and the trial court quickly realized that the time allotted would not be sufficient to provide an adequate record to aid the trial court in issuing its order for review by this Court. A brief enlargement of time was granted by this Court, and, after another hearing, the trial court entered its order finding, in pertinent part, that the science surrounding facilitated communication is largely unsettled. Appellants' App. Vol. III, p. 66. As such, the trial court found that B.T. carried the burden of establishing that he is the one communicating by way of facilitated communication. *Id.* at 67. No testimony was presented at the hearing. Only the argument of counsel was heard based upon briefs prepared for the hearing.

[15] More specifically, the trial court found that a determination of whether the facilitator could "effectively communicate with the witness and reliably convey the witness's answers to the court" lends itself to empirical rather than scientific proof. *Id.* The trial court further held that cases from other jurisdictions suggest that the reliability of facilitated communication should be determined on a case-by-case basis. *Id.*

[16] The trial court concluded, while rejecting cases from other jurisdictions applying evidentiary rules at the outset of the determination, that fact-specific questions could be devised for B.T. which would demonstrate whether the

answers were B.T.'s, or were under even the most subtle of influences by the facilitator. *Id.* If the trial court was convinced that the facilitator was “competent, trained, and skilled in order to honestly and candidly transmit communications, under oath, from B.T. to the court, then the facilitator may be appointed to carry out such a task either at the deposition or at the time of trial.” *Id.*

[17] The trial court held that it must be satisfied that the communicated thoughts were those of B.T. and not the facilitator. Otherwise, the statements would not be allowed in evidence. *Id.* at 68. The trial court placed the burden of making the request for holding such a demonstration hearing on the parties. *Id.* This appeal ensued.

Discussion and Decision

[18] This Court remanded the case to the trial court to issue an order after holding additional hearings. More particularly, the trial court was directed, pursuant to Indiana Rule of Evidence 702, to create a record regarding the science surrounding facilitated communication and its admissibility.

[19] Indiana Evidence Rule 702 provides as follows:

(a) A witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion or otherwise if the expert's scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue.

(b) Expert scientific testimony is admissible only if the court is satisfied that expert testimony rests upon reliable scientific principles.

[20] The parties approach this appeal from different vantage points. Hope Source contends that the trial court erred by denying its request to bar the use of facilitated communication at any stage of the proceedings. Specifically, Hope Source notes that the trial court specifically refused to consider the articles submitted by B.T. and his mother about facilitated communication because there was no proponent for the evidence. As such, the deposition testimony of Dr. Howard Shane, submitted by Hope Source, was uncontroverted and explicitly opined that the validity of facilitated communication was unsettled if not debunked.

[21] Melissa, on behalf of B.T., argues that the trial court has not officially denied Hope Source's position on the reliability of facilitated communication under Indiana Rule of Evidence 702, focusing on the trial court's conclusion that the issue of B.T.'s competency must be demonstrated first by way of facilitated communication before the court would consider the validity or use of facilitated communication for any proceeding.

[22] The trial court's ruling relied on analysis of caselaw from other states as this is a case of first impression in Indiana. We will highlight the rationale used by the various courts in arriving at their determinations to explain our decision here.

[23] In *Matter of D.S.S. v. Mark S.*, 593 N.Y.S.2d 142 (Fam. Ct. 1992), the family court was asked to determine the admissibility of a sixteen-year-old, non-vocal,

autistic child's out-of-court statements concerning alleged abuse by her father. The statements were made by way of facilitated communication. The court was asked to analogize facilitated communication to other forms of communication such as American Sign Language. The court declined to make the analogy, concluding that the *Frye*¹ test applied and the validity of facilitated communication had not been established.

[24] Another early case involving the admissibility of out-of-court statements made through the use of facilitated communication was *Matter of M.Z.*, 590 N.Y.S.2d 390 (Fam. Ct. 1992). At issue were statements made by a ten-year-old partially verbal child with Down's syndrome. A pre-trial hearing was held to determine this issue. The court concluded that there was insufficient evidence that facilitated communication had been generally accepted or was reliable, that there was not enough evidence to show that it could be successfully used by a child with Down's syndrome, and that its use would not be permitted in a fact-finding hearing.

[25] Next, in *People v. Webb*, 597 N.Y.S.2d 565 (County. Ct. 1993), the court considered the admissibility of a child victim's testimony utilizing facilitated communication during a grand jury proceeding. The child suffered difficulty in

¹ *Frye v. United States*, 293 F. 103 (D.C. Cir. 1923) (general acceptance test is used to determine the admissibility of scientific evidence), superseded by rule as stated in *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 113 S. Ct. 2786, 125 L. Ed. 2d 469 (1993) (federal rules do not require general acceptance as precondition to admissibility of scientific evidence; rules give trial court the task of ensuring expert's testimony rests on reliable foundation and is relevant).

performing such motor skills as speech. During the grand jury testimony, the facilitator was equipped with headphones through which white noise was produced, making it impossible for the facilitator to hear the questions asked of the child. The facilitator was issued an oath to assist the witness without adding, subtracting, or changing the testimony of the communicator. Unlike in prior cases, the grand jury was able to see the process being used. The court did not find the *Frye* test to be applicable, but noted that it would hold a hearing in limine prior to trial for further information about the technique of facilitated communication.

- [26] In *Matter of Luz P.*, 595 N.Y.S.2d 541 (N.Y. App. Div. 1993), the issue was the use of facilitated communication in a child protective services proceeding involving an eleven-year-old, non-verbal, autistic girl, who alleged by this method of communication that her parents were sexually abusing her.
- [27] Prior to the fact-finding hearing, the trial court ordered a *Frye* hearing. The trial court dismissed the action after the department of social services requested a continuance to obtain expert witnesses in order to meet the burden placed on the department to establish reliability under *Frye*.
- [28] On appeal, the trial court's dismissal was reversed and the matter was remanded to the trial court for further proceedings. The appellate court held that just as there was no need to conduct a *Frye* hearing in order to appoint an interpreter for the child's Spanish-speaking parents, there was no need to conduct such a hearing for the facilitator whose only task was to assist the child

in communicating, not to translate the questions or answers presented to and supplied by the child.

[29] *Storch v. Syracuse Univ.*, 629 N.Y.S.2d 958 (N.Y. S. Ct. 1995), involves the admissibility of statements allegedly made by a young autistic girl who cannot speak. Through facilitated communication, she claimed to school officials that she had been sexually molested by her father. The girl was removed from her family's care, and the accusation was filed against her father. The family court judge who heard the petition applied the *Frye* test, and determined that facilitated communication was not generally accepted as reliable within the relevant scientific community. The court disallowed the girl's testimony and the petition against the father was withdrawn.²

[30] *State v. Warden*, 891 P.2d 1074 (Kan. 1995), was a direct appeal raising issues about a victim's competency and ability to communicate. The twelve-year-old victim, J.K., was diagnosed with autism and severe or profound mental retardation. In September 1989, J.K. became a resident of the Institute of Logopedics ("IOL"). Prior to his admission at IOL, J.K. was described as being non-verbal and non-expressive, having limited receptive language, and non-responsive to verbal directions. Various testing classified J.K. between the

² The parents later filed an action against several people involved in the investigation, seeking damages for state and federal rights violations, malicious prosecution, fraud, and malpractice. The matter was ultimately resolved in favor of the defendants on summary judgment.

mental ages of twenty-seven months and five years. However, J.K. was found to have good motor skills.

[31] A speech pathologist at IOL believed that J.K. understood more than he could express, and, after February 2002, when IOL had decided to use facilitated communication with some of its students, the speech pathologist selected J.K. as one of her first students to use this method. While using this method, he disclosed accusations of sexual molestation by the defendant. The defendant confessed his misconduct to a co-worker and to a police officer.

[32] Prior to trial, however, the defendant sought to suppress J.K.'s out-of-court statements made through facilitated communication, and sought to prevent J.K. from testifying in court using that method, arguing that the technique was not generally accepted under *Frye*.

[33] After holding extensive hearings, the trial court ruled that *Frye* did not apply because the issue was whether J.K. was communicating. The trial court found that J.K. was communicating and allowed only the actual letters typed by him to be admitted in evidence. No interpretation of the typed statements was allowed because that might fall within the realm of scientific testimony, making *Frye* applicable.

[34] On appeal, the Kansas Supreme Court noted two propositions that shaped its decision of the appeal. First, the court observed that although facilitated communication has not received unanimous support in the scientific community, each instance of the use of facilitated communication should be

evaluated for validity. Second, one of the premises upon which facilitated communication finds its basis is the assumption that the communicator or speaker is competent.

[35] The court held that “We are not persuaded that statements produced through facilitated communication are scientific evidence subject to the *Frye* test. Facilitated communication is just what its name implies: a method of communication.” *Id.* at 1088. The court expressed, however, that when statements made via facilitated communication are admitted at trial, the credibility and weight to be given those statements are issues for the finder of fact. *Id.* Furthermore, testimony challenging the validity of such communication, such as evidence of the technique involved in facilitated communication, its origins, and acceptance within the pertinent scientific community, would be admissible. *Id.*

[36] Since this is a case of first impression in Indiana, it is worth going into additional detail about other facets of the *Warden* court’s ruling. Concerning the issue of the protocol involved in selecting the facilitator, the court noted that the admission of evidence, and the manner in which it is received, is left to the discretion of the trial court. *Id.* at 1089. After concluding that no abuse of discretion had been established, the court suggested a better practice for the admission of a witness’ in-court testimony via facilitated communication. The court acknowledged the recommendation that if the usual facilitator was used, the court should direct that person to divert their eyes and wear headphones so that the person would not be aware of the questions propounded to the witness

before facilitating responses. *Id.* at 1090. However, the court also noted in that particular case, by the time the request was made, it was too late for the witness to become used to the changes in procedure, which lacked the needed familiarity and predictability for him to be able to communicate. *Id.* Further, the court emphasized that the facilitator should be given an oath to repeat the communicator's responses in English to the best of his or her skill and judgment, and without influencing the responses. *Id.*³

[37] Next, with respect to a hearing on the communicator's competency, the trial court was faced with whether J.K. was unavailable under the state's child hearsay statute. The trial court considered the challenge to be one of the competency of the witness.

[38] On appellate review, the court held, after noting the statutory provision regarding the general rule of qualification of witnesses, and the requisite showing for the disqualification of witnesses, that no person should be disqualified based upon a disability. *Id.* at 1093. The court concluded that an evaluation must be conducted on a case-by-case basis to determine the validity of facilitated communication as respects the particular person. *Id.* The facilitator should utilize headphones to avoid hearing the questions propounded to the witness. *Id.* Further, fact-specific questions should be asked to insure the

³ In some cases, the facilitator reads aloud each letter as it is typed. In other cases, the communicator's responses are viewed by the court as they are typed. In any event, the oath defines the role of the facilitator as providing support to the communicator, and not serving as an advocate or interpreter.

answers are not subject to influence or cuing by the facilitator. *Id.* The witness must be sworn, and the facilitator should be appointed and placed under oath. *Id.*

[39] The court held that the burden of establishing the incompetency of the witness rests with the challenging party. *Id.* at 1094. The decision whether the burden has been met lies in the discretion of the trial court. *Id.*

[40] *Hahn ex rel. Barta v. Linn Cty, Iowa*, 191 F. Supp. 1051 (2002), was a case involving allegations of disability discrimination under both state and federal law, challenging the defendants' refusal to fund facilitated communication after unsubstantiated allegations of abuse were communicated by Hahn, an autistic, disabled adult, through this technique, which he learned while working in a supervised setting operated by the county.

[41] Linn County contracted with Discovery Living, a private, not-for-profit corporation, providing residential support services to persons with disabilities, of which Hahn was one. Linn County, through the Linn County Department of Human Resources Management, operated a sheltered workshop facility for persons with disabilities. Hahn participated in that workshop program, called Options of Linn County, and learned to communicate via facilitated communication while working at Options. Linn County, however, decided to cease the use of facilitated communication in the workshop setting, ultimately prompting the lawsuit.

[42] Discovery Living, however remained open to the notion of reinstating the use of facilitated communication with Hahn so long as he could pass a literacy test. The defendants did not ban the use of facilitated communication with Hahn at its facilities, but they remained steadfast in their refusal for funding such a venture. One of Hahn's sisters agreed to the literacy test and employed a speech language pathologist, who provided input about how Hahn's literacy could be assessed. Because the speech language pathologist was a paid consultant by Hahn's sister, Discovery Living argued that the assessment should be made by a neutral party and not that person. A neutral party was agreed upon by the parties and she was given the sole duty of assessing whether Hahn had any reading capacity at all.

[43] The court was encouraged by the parties to rule on the case based on its determination of the validity of facilitated communication. More specifically, the defendants filed a motion in limine to prohibit the admission of Hahn's expert testimony of Dr. Biklen and Dr. Christopher Kleiwer, as lacking expertise, scientific support and personal knowledge relying on a *Daubert* objection. The court determined that the resolution of the case did not depend upon an evaluation of the legitimacy of facilitated communication, finding instead that the case turned on whether Hahn could communicate by using facilitated communication. *Sua sponte*, and without objection by the parties, the trial court requested that Hahn's sister demonstrate facilitated communication with her brother.

- [44] During the demonstration in chambers, Hahn did not look at the keyboard while communicating, and his responses lacked the expected typos. The court also found that Hahn's sister was doing more than facilitating communication, instead directing Hahn's finger to specific keys on the keyboard. The court concluded that the communication was not Hahn's and that he had not exhibited any level of literacy.
- [45] In our opinion, an assessment of the evolving caselaw in this novel area leads us to the conclusion that there has been a shift from an initial focus on the reliability of the science involved, to an emphasis on the examination of the details of the application of facilitated communication to each specific case.
- [46] Turning to the present case, we recite the oft-stated principle that decisions regarding the admissibility of evidence lie within the trial court's discretion. *Hopper v. Carey*, 716 N.E.2d 566, 570 (Ind. Ct. App. 1999). "Even if a trial court errs in a ruling on the admissibility of evidence, we will only reverse if the error is inconsistent with substantial justice." *Id.*
- [47] We note that in deciding what procedure should be used to determine the admissibility of B.T.'s testimony, the trial court concluded that it must first decide whether B.T. was the one communicating by use of facilitated communication. Although some cases refer to this decision as one involving literacy, others deem the decision to be one involving competency. *See Hahn*, 191 F. Supp. 1051 (literacy); *Warden*, 891 P.2d 1074 (competency).

[48] Under Indiana Rule of Evidence 601, “Every person is competent to be a witness except as otherwise provided in these rules or by statute.” A determination as to a witness’s competency lies within the sound discretion of the trial court and is reviewable only for a manifest abuse of that discretion. *Harrington v. State*, 755 N.E.2d 1176, 1181 (Ind. Ct. App. 2001). It is within the sound discretion of the trial court to determine whether a child is competent to testify based upon the court’s observation of the child’s demeanor and responses to questions posed to him by counsel and the court. *Id.* A trial court’s determination that a child is competent will only be reversed for an abuse of discretion. *Id.*

[49] The trial court’s thoughtful decision including detailed findings and conclusions, which greatly aided our appellate review, serves as a roadmap for the determination if B.T. is testifying, an opportunity for the defendants to challenge his competency, and, if his testimony is admitted at trial, an opportunity to challenge his credibility by way of evidence challenging facilitated communication as a method of communication. We find no abuse of discretion in the trial court’s preliminary ruling on the request to bar the use of facilitated communication.

Conclusion

[50] In light of the foregoing, we affirm the decision of the trial court.

[51] Affirmed.

Barnes, J., and Altice, J., concur.