



## GEO Next Generation Academy - Indianapolis

### GEO Next Generation Academy - Work Session

Published on March 10, 2025 at 3:38 PM EDT

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#### Date and Time

Thursday March 13, 2025 at 9:00 AM EDT

#### Location

In-Person

GEO Next Generation Academy

High School Building

4010 N. Sherman Dr.

Indianapolis, IN 46205

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>9:00 AM</b>
<b>A.</b> Record Attendance			
<b>B.</b> Call the Meeting to Order			
<b>II. Work Session Items</b>			<b>9:00 AM</b>
<b>A.</b> Introduction of Key Staff Members	Discuss		10 m
<b>B.</b> Roles and Responsibilities	Discuss		60 m
<b>C.</b> Current School Performance Metrics and KPIs	Discuss		30 m

	Purpose	Presenter	Time
D. Immediate School Goals and Needs	Discuss		30 m
E. Introductory Discussion - Strategic Planning	Discuss		50 m
III. Closing Items			12:00 PM
A. Adjourn Meeting	Vote		

# Coversheet

## Roles and Responsibilities

<b>Section:</b>	II. Work Session Items
<b>Item:</b>	B. Roles and Responsibilities
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	GEO Academies - Bylaws, Feb. 2019.pdf GEO-NGIN lic and service agreement - final executed.pdf ICSB Charter Agreement - GEO Next Gen Academy.pdf GNGA_dashboard2024.pdf

**BYLAWS**  
**OF**  
**GEO ACADEMIES, INC.**

**ARTICLE I**  
**Board of Directors**

Section 1.1. Duties and Qualifications. The business and affairs of the Corporation shall be managed by the Board of Directors.

Section 1.2. Number, Term, and Election. The Board of Directors shall consist of a minimum of three (3) directors and a maximum of fifteen (15) directors, with the exact number of directors specified from time to time by resolution of the Board of Directors. Each director shall serve for a term of five (5) years Other than the initial directors, the directors shall be elected at the annual meeting of the directors by a plurality of the votes cast by the directors. Despite the expiration of a director's term, the director continues to serve until a successor is elected and qualifies, or until there is a decrease in the number of directors.

Section 1.3. Vacancies. 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 members of the Board of 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 elected and qualified.

Section 1.4. Removal. Any director may be removed, with or without cause, by the remaining directors whenever the number of votes cast to remove the director would be sufficient to elect the director at a meeting to elect directors.

Section 1.5. Annual Meetings. The Board of Directors shall meet at a time and place to be determined by the Board of Directors each year, for the purpose of election of officers of the Corporation and consideration of any other business which may be brought before the meeting. Notice shall be provided for the holding of an annual meeting in accordance with the provisions of Section 1.6.

Section 1.6. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect, and shall be held whenever convenient for the Board of Directors. Unless otherwise provided by the Board of Directors, regular meetings shall be held at the Corporation's principal office. Regular and special meetings of the Board of Directors may be held upon the call of the Chairman/President and upon at least forty-eight (48) hours notice specifying the date, time, place and purpose or purposes of the meeting, given to each director either personally or by mail, facsimile transmission, electronic mail or telephone. Oral notice is authorized. A director may waive any required notice of an annual, regular or special meeting. The waiver must be in writing, signed by the director entitled to the notice, and

filed with the minutes or Corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

Section 1.7. Participation. A director may participate in an annual, a regular or a special meeting of the Board of Directors by or through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating by this means is considered to be present in person at the meeting.

Section 1.8. Quorum; Voting. One-third (1/3) of the directors in office when action is taken, but in no event fewer than two (2) directors, shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the act is taken shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 1.9. Action by Consent. The Board of Directors may take action by written consent if the action so taken is set forth in writing and signed by all directors entitled to vote on the matter; such consent may be signed in counterparts provided the minute book of the Corporation reflects all required signed consents.

Section 1.10. Committees. The Board of Directors may from time to time create and appoint standing, special or other committees to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Corporation. Committees, to the extent specified by the Board of Directors, may exercise the powers, functions or authority of the Board of Directors, except where prohibited by law; provided, however, that if a committee is to exercise board powers, functions, or authority, (a) all the persons serving on the committee must be directors, (b) there must be at least two (2) persons on the committee, and (c) the creation of the committee and the appointment of its members shall be by a majority of all directors in office when the action is taken.

## **ARTICLE II**

### **Officers**

**Section 2.1. Officers and Qualifications Therefore.** The officers of the Corporation shall consist of a Chairman/President, a Vice President, a Secretary and a Treasurer. The officers shall be chosen by the Board of Directors. Any two (2) or more offices may be held by the same person.

**Section 2.2. Terms of Office.** Each officer of the Corporation shall be elected by the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until a successor shall be duly elected and qualified, or until resignation, removal or death.

**Section 2.3. Vacancies.** Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by the Board of Directors, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until the officer's successor shall be duly elected and qualified.

**Section 2.4. Removal.** Any officer of the Corporation may be removed, with or without cause, at any time by the Board of Directors.

**Section 2.5. Compensation.** The officers of the Corporation shall receive no compensation for their services in such offices.

## **ARTICLE III**

### **Powers and Duties of Officers**

**Section 3.1. Chairman/President.** The Chairman/President ("President"), if present, shall preside at all meetings of the Board of Directors. At each annual meeting of directors, the President or the President's designee shall report on the activities of the Corporation. Subject to the general control of the Board of Directors, the President shall manage and supervise all of the affairs of the Corporation and shall perform all of the usual duties of the chief executive officer of a corporation.

**Section 3.2. Vice President.** Subject to the general control of the Board of Directors, if the President is not present, the Vice President shall discharge all the usual functions of the President and shall have such other powers and duties as these Bylaws, the Board of Directors or an officer authorized by the Board may prescribe.

**Section 3.3. Secretary.** The Secretary shall attend all meetings of the Board of Directors, and prepare, keep, or cause to be kept, a true and complete record and minutes of the proceedings of such meetings, and shall perform a like duty, when required, for all committees appointed by the Board of Directors. If required, the Secretary shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. The Secretary shall attend to the giving and serving of all notices of the Corporation required by these Bylaws, shall

have custody of the books (except books of account) and records of the Corporation, shall be responsible for authenticating records of the Corporation, and in general shall perform all duties pertaining to the office of Secretary and such other duties as these Bylaws, the Board of Directors, or an officer authorized by the Board may prescribe.

Section 3.4. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Corporation and shall deposit, or cause to be deposited, all funds of the Corporation with such depositories as the Board of Directors shall designate. At each annual meeting of the directors, the Treasurer, or the Treasurer's designee, shall report on the financial condition of the Corporation. The Treasurer, or the Treasurer's designee, shall furnish, at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Corporation, and in general shall perform all duties pertaining to the office of Treasurer.

Section 3.5. Assistant Officers. The Board of Directors may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these Bylaws or the Board of Directors may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

## **ARTICLE IV**

### **Nondiscrimination**

No school owned or operated by the Corporation shall discriminate against any student, teacher or employee on the basis of race, religion, gender or national origin. Furthermore, with respect to students, such school shall admit students of any race, religion, gender, color, national and ethnic origin, and disability to all the rights, privileges, programs and activities generally accorded or made available to students at such school. Any such school shall not discriminate on the basis of race, religion, gender, color, national or ethnic origin, or disability in the administration of its educational policies, admissions policies, scholarship and loan programs or athletic or other school-administered programs.

## **ARTICLE V**

### **Miscellaneous**

Section 5.1. Corporate Seal. The Corporation may, but need not, have a corporate seal. The form of any such corporate seal may be specified in a resolution of the Board of Directors. A corporate seal, however, shall not be required for any purpose, and its absence shall not invalidate any document or action.

Section 5.2. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the President or Vice President and, if required, attested by the Secretary or an assistant secretary.

Section 5.3. Fiscal Year. The fiscal year of the Corporation shall begin on July 1 of each year and end on the immediately following June 30.

## **ARTICLE VI**

### **Amendments**

Subject to law and the Articles of Incorporation, the power to make, alter, amend or repeal all or any part of these Bylaws is vested in the Board of Directors. The Corporation must provide notice to the directors of any meeting at which an amendment to the Bylaws is to be considered and voted upon.

\_\_\_\_\_  
Secretary's Initials

Date: \_\_\_\_\_

DRAFT BYLAWS GEO ACADEMIES FEB 2019.DOCX



## LICENSING AND SERVICES AGREEMENT

**DATE:** July 1, 2020

**PARTIES:** Greater Education Opportunities Foundation, Inc.  
3145 N. Meridian Street  
Indianapolis, IN 46208

**CHARTER SCHOOL:** GEO Academies, Inc.  
d/b/a GEO Next Generation Academy  
4010 N. Sherman Ave.  
Indianapolis, IN 46205

## RECITALS

- A.** Effective beginning July 1, 2020, GEO Academies, Inc. (the "Organizer") received a Charter School Agreement (the "Charter Agreement") from the Indiana Charter School Board("Authorizer") to organize and operate a charter school named GEO Next Generation Academy (the "School") pursuant to the provisions of IN Code 20-24 et seq. "Charter School Law";
- B.** The Organizer shall operate this School, pursuant to the provisions of the Charter Agreement and in accordance with its exempt status under Code Sections 501(a) and 501(c)(3) and the requirements of all relevant state, federal and local laws, rules and regulations, including the Charter School Law;
- C.** The Organizer has a Board of Directors (the "School Board" or "Board") whose members constitute the governing body of the School and shall manage the School's activities in compliance with the Charter School Agreement and applicable law;
- D.** The Greater Educational Opportunities Foundation, Inc. ("GEO" or the "Service Provider") is a non-profit organization that has experience in the management, operation and administration of charter schools;
- E.** The Board has performed due diligence regarding GEO's financial resources, educational services, and managerial experience;
- F.** The Board believes that it will be in the best interests of the School to enter into this Licensing and Services Agreement ("Agreement") with GEO; and
- G.** The Board desires to engage GEO to provide management, operational, legal and administrative services for the School, and GEO desires to provide such services for the School, all in accordance with the terms and conditions set forth in this Agreement.

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

## **ARTICLE I: ENGAGEMENT AND AUTHORITY**

A. Engagement and Authority. Subject to the terms and conditions set forth in this Agreement, the School hereby engages GEO for the purpose of providing management, operational, legal and academic services necessary for the operation of the School, as more particularly described in Article III of this Agreement (collectively, the "Services"). Subject at all times to the oversight and authority of the Board as provided herein, the Board hereby authorizes GEO, in performing its duties and fulfilling its obligations under this Agreement to take such actions as are necessary or desirable in GEO's reasonable judgment to properly and effectively operate the School on behalf of the Board. All such actions shall be consistent with federal and state law, subject to the Charter Agreement and the annual school budget approved by the Board.

B. FERPA. The Board hereby designates employees of GEO, to the extent permitted by law, as agents of the School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. & 5 1232g, the Family Educational Rights and Privacy Act ("FERPA"). GEO, its officers, and employees shall comply with FERPA at all times.

C. Right to Subcontract. GEO may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract shall relieve or discharge GEO from any obligation or liability under this Agreement except as explicitly agreed upon in writing by the Board.

D. Limitations. No provision of this Agreement shall interfere with the School's ability to perform its obligations under the Charter Agreement. The School shall at all times remain legally responsible to the Authorizer for the operations and management of the School, for ensuring that the terms and conditions of the Charter Agreement are satisfied, and for compliance with all State and Federal laws and regulations at all times.

## ARTICLE II: TERM AND RENEWAL.

A. Term. The term of this Agreement ("Term") shall commence on July 1, 2020 and run for two full school years, ending on June 30, 2022. This agreement shall automatically renew on a monthly basis after that date until a new agreement is signed in writing by both parties, or unless Terminated under provisions of Article VII.

B. Renewal. Upon extension or renewal of the current Charter Agreement, this Licensing and Services Agreement will automatically continue in effect commensurate with the length of the extension or renewal, unless this provision is revoked or changed in writing with 90 days' notice between parties in writing. In no event shall the Term of the Agreement exceed the term of the Charter Agreement.

## ARTICLE III: SERVICES.

GEO shall be responsible for all management, academic, operational and administrative services necessary for the operation of the School, in consultation and communication with the Board, including, but not limited to, the following:

A. Establishing and Evaluating Academic Performance Objectives. GEO will establish and implement academic performance objectives for the School, consistent with the terms of the Charter Agreement and applicable state standards, and will evaluate the School against such standards on annual basis. GEO will help the Board measure the success of the School by providing a report to the Board at least quarterly which may include the following metrics: student academic achievement status or proficiency, student academic growth, including adequacy of growth toward state standards, achievement gaps between student subgroups, attendance, and/or any other mission-specific performance goals.

B. Benchmarks. In order to effectively gauge how the academics and operations of the school are performing, GEO will develop and share the following benchmarks with the Board on an annual basis:

1. % of students passing state-wide testing in each area tested by grade level;
2. Annual attendance levels;
3. % of students meeting or exceeding the previously tested academic areas; and
4. Other benchmarks as may be developed with the Board on an annual level, including, but not limited to, college and career attainment goals

C. Annual Goals. GEO will provide academic oversight services to the Board. This includes analysis of all pertinent data including enrollment, retention, test results analysis, academic progress over time, college-bound rates, college participation rates, student attendance, teacher retention and attendance, as well as recommendations for professional development and implementation of successful academic programs. Each year, upon receipt of test data, student retention data, enrollment data, college bound data, discipline data, financial and other data points,

the respective board committees will dissect the data and research and recommend acceptable goals for the following year. These goals will be reviewed by each committee and shared with management and an acceptable goal will be mutually agreed upon by each party for each criteria. They will, at a minimum, seek to exceed the federal government's adequate yearly progress goals and the state's goals for academic growth and meet graduation and attendance rate requirements in each subcategory identified by the school's population.

D. Human Resources. GEO shall be responsible for selecting, hiring, and developing all administrative, instructional, and support staff necessary for the performance of services. All staff and staff employment agreements will remain the responsibility of GEO, and GEO shall be responsible for all employment-related duties regarding payroll, taxes, withholding, reporting, benefits, staffing schedules, wage structures, and personnel policies, evaluation of staff against performance objectives and other human resource issues, including discipline and termination, as applicable, for all of its employees involved in performance of service. All staff shall be employees of the School, and all employee agreements shall be made in accordance with usual and customary business practices. GEO will be responsible providing professional development training throughout the school year and as necessary to ensure that the School is on track to meet the goals set forth in the Charter Application. The CEO of GEO shall serve as the Superintendent of the School.

E. Curriculum and Training. GEO will work with the Board to ensure that an appropriate curriculum is available for the benefit of the School and its students. Such curriculum shall be aligned with state standards and the goals set forth in the Charter Application and Charter Agreement. Curriculum materials purchased by GEO using the School's funds shall be the property of the School. GEO shall provide curricular and administrative training to its employees who are performing the services at mutually agreed upon locations and times.

F. Enrollment. GEO shall develop and implement a recruitment and enrollment program for the School that complies in all respects with the requirements of the Charter Agreement, the Charter School Law, and all other applicable laws, rules and regulations.

G. Student Management and Accountability. GEO shall develop an accountability plan that will enable the School to gather data and provide accountability reports required by the Charter Agreement, and provide other reports reasonably requested by the School.

H. Food Service and Accounting System. GEO shall negotiate agreements with independent food service providers and shall be responsible for maintaining quality control of its selected food service program. GEO shall manage or contract for a computerized food accounting and billing system and manage the School's participation in the National School Lunch program in accordance with the terms of the program, and record-keeping and reporting requirements of the National School Lunch Act, as amended from time to time.

I. Administrative Forms. GEO shall provide all administrative forms and publications necessary and reasonably requested by the School for the fulfillment of the School's requirements for daily operation. Such forms shall include, but not be limited to: requisitions, discipline

referrals, health referrals, accident reports, National Student Lunch Act applications, enrollment forms, special education forms that are compliant with Indiana standards, individualized learning plans, progress reports, permanent records, newsletter formats, staff handbooks, student/parent handbooks, staff absence requests, and daily schedules and plans.

J. School Accounting System. GEO shall utilize an accounting system that shall conform to the requirements of the Indiana Unified Accounting Code, as overseen by the Indiana State Board of Accounts.

K. Reports to Authorizer and Others. GEO shall furnish all information relating to this Agreement that is deemed necessary by the School or the Authorizer (i) to fulfill the School's reporting requirements under the Charter Agreement, (ii) for the Authorizer's proper oversight of the School's operations, and (iii) as otherwise required under applicable law or the Charter Agreement.

L. Data and Assessment. GEO shall develop an effective academic assessment program that will incorporate all assessment activity mandated by the Charter Agreement or through relevant laws, rules or regulations.

M. Budget. Subject to the provisions regarding Non-Assumption of Liabilities, and subject to Board approval, GEO shall develop and maintain an annual budget for the operation of the School. The Budget shall be in reasonable detail as requested by the Board and shall include projected expenses and costs reasonably associated with operating the School including, but not limited to: the projected cost of services and education programs provided to the School; leasehold and other lease or purchase costs incurred for the School facility (if applicable); maintenance and repairs to the School facility and capital improvements (if applicable); personnel salaries and benefits expenses payroll processing expenses; supplies and furnishings necessary to operate the School; all taxes of any kind that may be assessed or imposed; insurance premiums and deductible payments; utilities; food service expenses, professional and legal fees; school development and startup expenses, including costs of audits, Board expenses, and any other costs and expenses connected to the operation of the School. The Budget shall be prepared by GEO and submitted to the School Board for approval. The Budget may be amended from time to time as deemed necessary by GEO and the School Board. The Annual Budget shall be submitted to the Board for its approval in accordance with Authorizer policies.

N. Accounting and Payment Services. School shall not enter into contracts with outside vendors (other than GEO) for services without notifying GEO and without ensuring that it fits within the current budget. GEO agrees to provide or to cause to be provided, the accounting and payment services for the School, as follows:

1. GEO shall establish and maintain the charts of account, including all journals and ledgers.
2. check register and payroll records, as required in the Charter Agreement and as prescribed by the State Board of Education.
3. GEO shall prepare monthly bank reconciliations for the School's accounts

4. GEO shall prepare and deliver to the Board interim financial statements on a quarterly basis.

O. Legal Services. GEO shall provide legal services to the School through GEO's General Counsel and its staff. The provision of these legal services shall be done pursuant to an engagement agreement, attached hereto as Ex. A.

P. Handling of Funds. GEO shall open and maintain bank accounts and/or other depository accounts in the name of the School as authorized by the School from time to time. GEO shall maintain the School's funds in separate accounts from GEO's funds and shall not commingle such funds. GEO shall, as agent of the School, deposit in the School's bank accounts or other accounts, all funds furnished to the School by way of federal, state and local grants, disbursements, reimbursements or allocations for the operational needs of the School and all other funds received by GEO for or on behalf of the School. The CFO of GEO shall be authorized to manage all School funds on behalf of School as the School Treasurer.

Q. Licensed Content. The Licensed Content of the GEO includes the GEO Next Generation High School, GEO Next Generation Academy and GEO Academies names and logos as well as GEO's Know-How (this includes all proprietary knowledge, intellectual property, information and expertise, whether or not covered by any copyright, trade secret or other intellectual property rights, provided or made available to School by the Service Provider). As of the Effective Date, and subject to the terms and conditions of this Agreement, Service Provider hereby grants to School a non-transferable, non-sublicenseable and non-exclusive license to use, reproduce and display the Licensed Content solely in connection with providing educational and related services at the School's location in Marion County, Indiana. Upon termination or expiration of this Agreement, this license will terminate immediately and, subject to the provisions of Article VII B 1, School will immediately make unavailable for future use all of the Licensed Content and immediately return all tangible forms of the Licensed Content to Service Provider.

#### **ARTICLE IV: BOARD SUPPORT AND RESPONSIBILITIES**

Through this Agreement, the Board contracts with the Service Provider to operate the School, consistent with the requirements of the Charter Agreement and applicable law. The Board retains, however, the authority and responsibility to govern the School, consistent with its bylaws. The following provisions describe the respective roles and responsibilities of the Board and the Service Provider with regard to governance and operation of the School.

A. Board Responsibilities. The Board will retain all oversight authority for the School and will establish a Finance, Academic and Board Governance Committee, to review and evaluate GEO and the School to ensure it is meeting the obligations set forth in this Agreement. The Board will also establish other committees as may be required to ensure it fulfills its oversight functions. The Board will meet in accordance with the requirements in the bylaws and for each area where the school board is deficient, the board will seek professional development. The Board will abide by the federally recommended conflict of interest policy that is included within the Board's bylaws.



B. Finance Committee. The Board will establish a Finance Committee on an annual basis. The Finance committee shall consist of individuals fluent in financial data and management. The Finance Committee shall meet a minimum of four times each year, or as needed to review reports and financial statements provided by GEO in addition to reports by an outside audit firm as further described below. The Finance Committee will prepare reports as needed and discuss issues of fiduciary concern with the entire Board. When required by the Authorizer, the Finance Committee will be responsible for approving an outside audit firm to make certain the financial processes conducted internally by GEO are within GAAP and state-approved guidelines and practices for charter schools. In addition, this outside audit firm will review the independent audit and provide a report to the full Board on any issues of concern. GEO agrees to fully cooperate with the independent auditor selected, hired or retained by the Board and to make available all financial and other records pertaining to the School to such independent auditor as requested in a timely manner.

C. Academic Committee. The Board will establish an Academic Committee on an annual basis. The Academic Committee shall consist of individuals fluent in academia, state requirements, and programs. The Academic Committee shall meet a minimum of four times each year, or as needed to review test data, student retention data, enrollment data, college bound data, discipline data, financial and other data points, benchmarks and goals as specified in Article III of this Agreement. The Academic Committee will analyze the data and determine if GEO is on the path to meeting the goals set out in this Agreement. The Academic Committee will provide reports and bring issues to the entire Board when applicable.

D. Board Governance Committee. The Board will establish a Board Governance Committee on an annual basis. The Board Governance Committee shall consist of individuals experienced in nonprofit board governance and who are current on charter school governance "best practices." The Board Governance Committee will review GEO's operational effectiveness along with the Board's own effectiveness in ensuring that the needs of the School are met. The Board Governance Committee will provide reports and recommendations to the entire Board when applicable.

E. Fundraising Plan. The Board will support a Fundraising Plan in support of the School, as developed in cooperation with GEO. The plan will be revised annually, but at a minimum will include a requirement of 100% participation by Board members in contributing financially to the school in a manner that is personally meaningful to them.

F. Approval of School Policies. With the assistance of GEO, the Board shall review and adopt recommended policies of the School to ensure its successful operation in accordance with the Charter Agreement and applicable law.

G. Notice of Violations. If the Board receives notification from any public authority or other person that the School is or may be in violation of the Charter or any applicable law or regulation the Board shall immediately notify GEO of the alleged violation and shall work with GEO to investigate such alleged violation, determine whether such alleged violation does in fact exist, promptly respond to the complaining party and to correct any violation found to exist.

H. Providing Information to GEO. The Board shall provide GEO with all information, documents and records necessary for GEO to effectively provide its Services and support and otherwise carry out its duties under this Agreement.

## **ARTICLE V: LICENSING AND SERVICES FEE**

In consideration of the variety of management and academic services provided by GEO, as outlined above, but not limited to, the Board shall pay to GEO on a monthly basis a Service Fee that shall be mutually agreed upon on an annual basis. The maximum annual fee shall be no more than 10% of state and local school revenues.

## **ARTICLE VI: RELATIONSHIP OF THE PARTIES**

A. GEO as Independent Contractor. GEO shall perform the Services as an independent contractor, and not employer-employee. No agent, employee, or servant of GEO shall be deemed to be the employee, agent or servant of the Board except as expressly acknowledged in writing by the Board. GEO shall perform services under this Agreement using commercially reasonable efforts.

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

C. Ownership of Assets Purchased for Use at the School. All assets purchased by GEO on behalf of the school, using school funds or through fundraising efforts, shall remain property of the School. To the extent that assets have been loaned to the School by GEO, it shall remain property of GEO. It is the responsibility of GEO to indicate in writing when such assets are being loaned to the School.

D. Indemnification.

1. GEO shall indemnify and save and hold the Board, School and their employees, officers, directors, subcontractors and agents harmless from any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring in, on or about the School from the negligent, grossly negligent or reckless actions and omissions or willful misconduct, or material breach, committed by GEO or by its employees, officers, directors, subcontractors, agents or by School employees while assigned to and working in conformity with the supervision of GEO during the term of this Agreement or any renewal thereof. Upon timely written notice from the Board, GEO shall defend the Board and School in any such action or proceeding brought thereon,
2. The Board and School shall indemnify and save and hold GEO, its partners, employees, officers, directors, subcontractors, agents and authorized volunteers (collectively: "GEO") harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring from the negligent, grossly negligent or reckless



actions and omissions or willful misconduct committed by the Board or by its employees, officers, directors, subcontractors, or agents (including claims, demands, suits or other forms of liability actual or claimed of whatsoever kind or character including attorney fees brought against School employees) unless such conduct is committed by School employees assigned to and working in conformity with GEO's supervision in the School. Upon timely written notice from GEO, the Board shall defend GEO in any such action or proceeding brought thereon.

Notwithstanding any other provision of this Article, there shall be no indemnification with respect to matters as to which indemnification would result in inurnment of net earnings of the School or GEO "to the benefit of any private shareholder or individual," or an "excess benefit transaction" within the meaning of Code Sections 501(c)(3) or 4958, or similar provisions of any subsequent Federal tax laws.

E. Criminal Background Checks. All GEO employees, including School staff, contractors of GEO, or employees of contractors of GEO who have direct, ongoing contact with children at the School within the scope of their employment or performance of services, shall be subject to criminal background check requirements.

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

## **ARTICLE VII: TERMINATION AND DISPOSITION**

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

1. If this Agreement or its implementation would jeopardize the nonprofit or tax-exempt status of the School or GEO, would create adverse tax consequences for the School or GEO, or would cause the School or the GEO to be in violation of applicable law;
2. Upon the revocation of the Charter Agreement or the Charter Agreement's expiration without renewal;
3. The School may terminate this Agreement prior to the end of the terms specified above in the event that GEO shall fail to remedy a material breach to the School's reasonable satisfaction within 90 days after written notice from the School. Material breach includes, but is not limited to, receipt by the School of unsatisfactory reports regarding significant failures of GEO in educational performance, which are not adequately corrected or explained;
4. GEO may terminate this Agreement for cause prior to the end of the Term if the Board fails to remedy a material breach within 90 days after written notice from GEO. Material breach includes, but is not limited to, failure to pay monetary obligations as required by the provisions of this Agreement; or

5. GEO may terminate this Agreement if, in its own judgment, the relationship between the parties has become detrimental to one or both.

B. In the event this agreement expires or is terminated by either party,

1. GEO shall be entitled to that portion of the Service Fee accrued, as of the date of such expiration, termination or resignation and not yet paid.
2. The School shall be responsible for payment of all expenses incurred before the termination date.
3. The School acknowledges that, in the event this Agreement expires or is terminated by GEO or the School, any and all loans owing from the School to GEO remain in full force and effect, and are not extinguished or impacted with the termination of this Agreement

C. Disposition of Assets Upon Termination. Upon the termination or expiration of this Agreement for any reason, all assets purchased by the Board or GEO for the School shall remain the property of the School upon closure of the School, or as may otherwise be required by applicable law. To the extent that assets have been loaned to the School by GEO, it shall remain property of GEO. It is the responsibility of GEO to indicate in writing when such assets are being loaned to the School.

D. Procedures upon Expiration or Termination. Upon termination or expiration of this Agreement for any reason, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both parties that the School shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the Parties:

1. The School shall have the right to use GEO intellectual property, then currently in use by the School, until the last day of the then current school year;
2. GEO shall provide the School with copies of all student records, financial reports, employee records, and other School data in GEO possession and not currently in the possession by the Board; and c. GEO shall provide the School with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that the School shall pay to GEO all fees, expenses and other costs of GEO consultants and agents who may, from time to time, upon mutual agreement of the parties, provide assistance to the School or its students.

## ARTICLE VIII: MISCELLANEOUS

A. Compliance with Laws. GEO shall comply with all applicable law and all applicable terms and conditions of the Charter Agreement.

B. Modification. This Agreement may be amended only by mutual written agreement of the parties hereto and may not be modified in any other manner.

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

D. Notice. All notices, requests, demands, and communications under this Agreement shall be in writing to both of the other parties. Delivery of such writings shall be considered effective upon receipt. Only personal service with a signed confirmation or service by certified mail to the addresses on this Agreement will be considered effective. Service by facsimile will NOT be considered effective.

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

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

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

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

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

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

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

FOR SCHOOL

Tanya Mckinzie  
Signed

Board Chair 01/04/2022  
Title, Date

FOR PROVIDER

Dana Teasley  
Signed

Vice President 01/04/2022  
Title, Date

## **CHARTER SCHOOL AGREEMENT**

between

The Indiana Charter School Board

and

GEO Academies, Inc.

for

GEO Next Generation Academy

Revised July 2020

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## CHARTER SCHOOL AGREEMENT

This Charter School Agreement, together with any attachments, addenda, and amendments (the “**Agreement**”) is made and entered into by and between the Indiana Charter School Board (the “**Indiana Charter Board**”), and GEO Academies, Inc. (the “**Organizer**”), an Indiana nonprofit corporation. The Indiana Charter Board has authorized a designated representative to serve at the Indiana Charter Board’s discretion assisting with the performance of the Indiana Charter Board’s duties herein (the “**Executive Director**”). The Indiana Charter Board may change the Executive Director and shall give written notice of any such change to the Organizer.

### RECITALS

**WHEREAS**, pursuant to Indiana Code (“IC”) § 20-24, *et seq.* (the “**Charter Law**”), the Indiana Charter Board has the authority to charter, monitor, amend, renew and/or revoke charters in a manner consistent with the letter and intent of the Charter Law;

**WHEREAS**, the Organizer submitted a proposal in accordance with IC § 20-24-3-4 to establish a charter school;

**WHEREAS**, the Indiana Charter Board has: (i) determined that the proposal satisfies the requirements of IC § 20-24-3-4; and (ii) approved the proposal subject to the execution of this Agreement by the Indiana Charter Board and the Organizer;

**WHEREAS**, the governing board of the Organizer has decision-making authority over charter school operations, including exclusive control over administration, expenditures, personnel, and instruction methods; and

**WHEREAS**, the Indiana Charter Board and the Organizer seek to foster a cooperative and responsive relationship;

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree as follows:

#### Section 1

#### Establishment of Charter School

1.1 **Charter.** Pursuant to the authority granted to the Indiana Charter Board by IC § 20-24-2.1, *et seq.*, the Organizer is hereby given the authority to establish a public charter school (the “**School**”) at the following location: 4002 N. Franklin Road, Indianapolis, IN, beginning with the 2020-2021 school year (the “**Opening Date**”), and shall operate such School in accordance with this Agreement, the Charter Law, and all other applicable federal and state laws. This Agreement, together with: 1) the Organizer’s Charter Application, and any attachments,



addenda, and amendments thereto (the “**Proposal**”), which is incorporated into and made part of this Agreement as Attachment A; 2) the Indiana Charter Board’s Pre-Opening Checklist (the “**Prior Actions**”), which is incorporated into and made part of this Agreement as Attachment B; 3) the Indiana Charter Board’s performance framework (the “**Accountability System**”), which is incorporated into and made part of this Agreement as Attachment C; and 4) all other Indiana Charter Board policies and procedures, as may be revised from time to time, referenced herein, shall constitute the Organizer’s charter (the “**Charter**”) and shall be binding on the Organizer, the School, and the Indiana Charter Board.

1.2 Amendments. All amendments to the Charter, including material changes, non-material changes, and changes to the school’s Enrollment Plan, are governed by the Indiana Charter Board’s Charter Amendment and Reporting Requirements Policies.

1.3 Legal Status. The School is an Indiana public school and is considered to be a school corporation for such purposes as set forth in the Indiana Code. The School shall be subject to all applicable federal and state laws, in addition to any policies relating to charter schools adopted by the Indiana Charter Board.

1.4 Effective Date. The Charter shall take effect upon the execution of this document by the Indiana Charter Board and a duly authorized representative of the board of directors of the Organizer (the “**Effective Date**”). It is understood that prior to the Effective Date, the proposed Charter is subject to modification or abandonment.

1.5 Prior Actions. Notwithstanding Section 1.4, the Organizer shall not provide instruction to any student attending the School until and unless: (a) the Organizer issues a written statement to the Executive Director, attesting to the Organizer's completion, in a timely manner, of the Prior Actions, and (b) the Executive Director shall have confirmed in writing the completion of such Prior Actions. The Prior Actions are in addition to any other conditions set forth in the Charter.

## Section 2 Educational Program

2.1 Mission Statement; School Design. The Organizer shall operate the School in accordance with its mission statement, school design, and implementation plan as set forth in its Proposal. The School shall administer all state tests applicable to each grade as required by Indiana law.

2.2 Grades Served; Number of Students. The Organizer shall provide instruction to pupils in such grade levels and enrollment numbers in each year of operation under the Charter as is set forth in the Proposal (the “**Enrollment Plan**”), as amended.

(a) In accordance with the Prior Actions, the Organizer may submit a one-time request to the Executive Director to amend its Enrollment Plan prior to the Opening Date. The written request must include evidence supporting the requested change and the impact of the request on the School's budget. All other proposed amendments to the Enrollment Plan must be in accordance with subparagraph (d).

(b) At maximum enrollment, the Organizer may enroll a total number of students different from the Maximum Enrollment set forth in the Enrollment Plan, as long as the total enrollment does not exceed one hundred and ten percent (110%) of the maximum enrollment;

(c) The Organizer may vary the number of students in any particular grade and/or number of students within a class from that provided for in the Enrollment Plan for the purpose of accommodating staffing exigencies, attrition patterns and facilities.

(d) The Organizer may not make a change to the Enrollment Plan that results in or has the effect of (i) not enrolling any returning students scheduled to be served under the Enrollment Plan; or (ii) eliminating any student's seat after the student has been admitted. All other proposed amendments to the Enrollment Plan shall be in accordance with the Indiana Charter Board's Enrollment Plan Amendment Policy.

2.3 Accountability. The School shall be held accountable to the educational, financial, and operational goals and performance indicators set forth in the Indiana Charter Board's Accountability System. Guidelines for the specific terms, form, and requirements of the Accountability System, including any required goals and measures, are maintained and disseminated by the Indiana Charter Board, and such guidelines shall be binding on the Organizer. The Organizer understands that its success in meeting or exceeding standard for the goals and measures set forth in the Accountability System shall be the criterion by which the success of the school shall be evaluated. The Indiana Charter Board may revise the Accountability System from time to time and will provide such revisions to the Organizer by June 30 prior to the school year in which the changes take effect.

2.4 Annual Performance Review. The Executive Director shall review the Organizer's performance no less frequently than annually, with the content and scope of each review to be determined by the Executive Director in accordance with the Indiana Charter Board's Accountability System.

2.5 Students with Disabilities. The Organizer shall provide services and accommodations to students with disabilities in accordance with Indiana special education law (511 IAC 7), Part B of the Individuals with Disabilities Education Act (20 U.S.C. §§ 1411 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and any other federal regulations and requirements concerning the education of students with disabilities.

### Section 3 Administration and Operation

#### 3.1 Enrollment.

(a) Enrollment in the School shall be open to all students in grades as set forth in the Enrollment Plan who are residents of the State of Indiana. The Organizer's recruitment, admissions, and enrollment policies for the School are subject to all federal and state law and constitutional provisions that prohibit discrimination on the basis of race, disability, gender, religion, national origin, ancestry, or color, except as allowed for a single-gender charter school pursuant to IC § 20-24-5-4(b) and in accordance with the regulations under Title IX for single-gender classes or schools issued by the U.S. Department of Education's Office for Civil Rights. The Organizer shall not limit student admissions in any manner in which a public school is not permitted to limit student admissions.

(b) The Organizer shall participate in the unified enrollment system operated by Enroll Indy, Inc., including the School Finder, the OneMatch application system, and Summer and Midyear Enrollment (transfers). The Organizer's participation in the unified enrollment system shall be in accordance with the policies and procedures adopted by Enroll Indy, including the policies governing the setting of enrollment targets.

3.2 School Calendar. The School shall operate in accordance with the school calendar as set forth in the Proposal. The Organizer may alter this calendar only upon express written approval by the Executive Director, which approval or disapproval must be communicated to the Organizer within fifteen (15) business days after the Executive Director receives written notice from the Organizer of its proposed modification to this date. The days and hours of operation shall at all times be sufficient to achieve the academic achievement goals and other goals of the school, and shall be in accordance with IC §§ 20-33-2 et seq., Indiana's compulsory attendance laws.

#### 3.3 Discipline; Student Rights; School Safety.

(a) The Organizer must establish and publicize written discipline rules in compliance with IC § 20-24-5.5. The School shall provide a copy of those policies and procedures to students and parents within the first ten (10) days of the beginning of the school year, and provide a copy to the Indiana Charter Board as part of the Indiana Charter Board's Reporting Requirements as described in Section 10. The Organizer's discipline rules must include a restraint and seclusion plan that meets the requirements of 513 IAC 1. No student shall be expelled or transferred involuntarily from the School except in accordance with these provisions and the School's discipline policy.

(b) Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, state requirements for due process and judicial review as described in IC §§ 20-33-8-19, -21, and -22, the requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities.

(c) The School must comply with the State health and safety measures as set forth in IC § 20-34-3, et seq.

3.4 Education Service Providers. The Organizer shall follow the requirements of IC § 20-24-3-2.5 when entering into a contract with a third party for the management, operation, or provision of a significant portion of the managerial or instructional staff to the School. The Organizer shall submit a written request for approval to the Executive Director before executing; canceling; terminating; or materially amending, modifying, or supplementing any contract entered into with a third party for the management of the School. The Executive Director may approve or reject a proposed contract, amendment, modification, or supplement, in whole, or in part.

3.5 Nonsectarian and Nonreligious. The Organizer shall ensure that the School is nonsectarian and nonreligious in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Organizer must be structurally independent of the education service provider and the terms of any service contract must be reached by the Organizer and the education service provider through arms-length negotiations in which the Organizer is represented by separate legal counsel. The Organizer must comply with the requirements of the United States and Indiana Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution and Article 1, Section 6 of the Indiana Constitution. The Organizer shall not use any funds to operate the School for the direct benefit of any religious organization or theological institution in a manner inconsistent with the Indiana and the United States Constitutions.

## Section 4 Governance

### 4.1 Status of Organizer.

(a) The Organizer is, and shall remain, a nonprofit corporation formed and organized under the laws of the State of Indiana, or formed and organized under the applicable laws of the State of its incorporation and registered to do business in Indiana. The Organizer's Articles or Bylaws must contain a dissolution clause that complies with IC § 20-24-3-3.

(b) The Organizer hereby represents that the Internal Revenue Service has: (i) determined it to be tax-exempt, or (ii) is reviewing the Organizer's application for tax-exempt status. The Organizer must receive such tax-exempt determination before the Organizer may

provide instruction to students attending the School, unless the Organizer receives express written authorization from the Executive Director that the Organizer may provide instruction to students attending the School pending such determination.

(c) The Organizer shall immediately inform the Executive Director if the Organizer's state or federal tax-exempt status is questioned, modified, or revoked, if its nonprofit corporation status is questioned, modified, or revoked by the State of its incorporation, or if its ability to conduct business in the State of Indiana is questioned, modified, or revoked by the Indiana Secretary of State.

#### 4.2 Board of Directors.

(a) The Organizer's board of directors (the "**Board**") constitute the governing body of the School and shall manage the School's activities in compliance with the Charter and applicable law.

(b) The Organizer represents that it has conducted, or will conduct within ninety (90) days of the Effective Date, expanded background checks on each current and prospective Board member, and any other individual to which the Organizer has delegated some authority regarding the School that meet the definitions of an expanded criminal background check and an expanded child protection index check under IC § 20-26-2-1.5 and IC § 20-26-2-1.3, respectively, after obtaining any necessary consents from such individuals. Any person that has been convicted of the following acts shall be prohibited from serving on the Board or exercising any authority regarding the School unless such prohibition is expressly waived by the Executive Director in writing:

(1) an offense described in IC § 20-26-5-11, whether occurring in Indiana or elsewhere; or

(2) any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud, whether occurring in Indiana or elsewhere.

(c) The Organizer's governing board must operate in accordance with the Indiana Charter Board's Governing Board Requirements, including, but not limited to: 1) meeting a minimum of four (4) times a year; 2) providing notice to the Indiana Charter Board of all governing board meetings at least forty-eight (48) hours in advance of the meeting; and 3) upon request of Indiana Charter Board staff, providing an electronic means of communication for staff to observe the meeting.

4.3 Conflict of Interest. Any Board member, officer of the Organizer, or individual who holds a leadership position in the operation of the School, including any administrative position (together, the "**Interested Persons**"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a two-

percent (2%) ownership position, which has any direct or indirect financial interest in any party with which the Organizer contracts for services must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest, and may be given the opportunity to disclose facts material to that interest to the Board or committee. A “financial interest” includes any current or potential ownership interest in, investment interest in, or compensation arrangement with such party. The term “family member” includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board (that is, all members except for any Interested Person) or committee will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.

4.4 General Powers. The Organizer may:

- (a) Sue and be sued in its own name.
- (b) For educational purposes, acquire real and personal property or an interest in real and personal property by purchase, gift, grant, devise, or bequest.
- (c) Convey property.
- (d) Enter into contracts in its own name, including contracts for services

4.5 Third-Party Responsibilities. To the extent that applicable law renders any of the Organizer's obligations set forth herein the responsibility of any third party, and to the extent that applicable law allows, the Organizer shall ensure that the responsible entity fulfills the obligations set forth herein in accordance with applicable law and the terms and conditions of the Charter. If the Organizer fails to ensure such obligations are fulfilled in accordance with applicable law and the terms and conditions of the Charter, the Organizer shall: (i) indemnify the Indiana Charter Board and its employees, counsel, and representatives from any and all claims, actions, expenses, damages and liabilities, including costs and attorneys' fees, for the defense of any of the above, arising out of, connected with, or resulting from such failure; and (ii) be deemed to have committed the act or omission itself for the purposes of determining whether the Indiana Charter Board may revoke the Charter pursuant to Section 9.3.

## Section 5 Personnel

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

- (a) As described in the Proposal; or
- (b) As otherwise negotiated with their employer.

To the extent that these benefits conflict, benefits provided pursuant to Section 5.1(b) shall govern. The Organizer may participate in the Indiana state teachers' retirement fund, the public employees' retirement fund, or another employee pension or retirement fund, in accordance with IC § 20-24-6-7.

## 5.2 Teacher Licensing.

(a) The School shall comply with the requirements of IC § 20-24-6-5 in the hiring of teachers and individuals who provide a service to students that is not teaching and for which a license is required under law.

(b) If the Organizer or the School intends to employ an individual as a teacher who holds a substitute teacher permit as defined by IC § 20-28-5-2 and the rules adopted by the State Board of Education (the “**State Board**”) and who is not otherwise licensed under another section of IC § 20-28-5 for a period expecting to last more than thirty (30) days, the Organizer or the School must notify the Executive Director within seven (7) days of the employment of the individual. The Organizer shall not employ an individual under this subsection when licensed teachers are available, and shall not employ such individual for a term exceeding ninety (90) days, without prior approval by the Executive Director.

(c) If the Organizer or the School employs an individual as a teacher who does not hold a license or permit in accordance with subsection (a), the Organizer or the School must provide the Executive Director with the name and qualifications of the individual within fifteen (15) days. Individuals qualifying under this subsection may not exceed ten percent (10%) of the full time teaching staff.

5.3 Employment; Background Checks. The Organizer shall create and implement a policy for conducting criminal history background checks in its operation of the School that is consistent with IC § 20-26-5-10. All applicants for employment with the Organizer who intend to provide services for the School shall be required to submit employment applications. All prospective employees of the Organizer, employees of prospective contractors, sub-contractors, or service providers of the Organizer, and school volunteers, who are likely to have direct, ongoing contact with children within the scope of the individuals' service, shall be subject to an expanded criminal background check and an expanded child protection index check, as defined by IC § 20-26-2-1.5 and IC § 20-26-2-1.3, respectively, after obtaining written consent from such individuals, before or not later than three (3) months after the prospective employee's employment or volunteer service to the School. Any person that has been convicted of an offense described in IC § 20-26-5-11, whether occurring in Indiana or elsewhere, shall be prohibited from providing any service to the School unless such prohibition is expressly waived by the Executive Director in writing.



5.4 Collective Bargaining. The provisions of any collective bargaining agreement entered into by the Organizer shall not apply to the Indiana Charter Board.

## Section 6 Financial Matters

6.1 Fiscal Agent. The Organizer is the fiscal agent for the School. The Organizer has exclusive control of, and is responsible for, the funds received by the School and the financial matters of the School. The Organizer shall maintain separate accountings of all funds received and disbursed for the School and shall follow applicable law concerning separate maintenance of federal funds.

6.2 Network Funding. If the Organizer operates more than one charter school, the Organizer may receive tuition support distributions for all of the charter schools the Organizer operates by following the procedure set forth in IC § 20-24-7-1. The Organizer may not use any of the money so received for expenses incurred outside Indiana that are not directly related to the School the Organizer operates in Indiana.

6.3 Unified Accounting. The Organizer shall adopt and implement the unified accounting system prescribed by the State Board and State Board of Accounts (the “SBOA”). All financial statements shall be in accordance with generally accepted accounting principles then in effect for nonprofit corporations, and the unified accounting system.

6.4 Management and Financial Controls. The Organizer shall at all times maintain appropriate governance and managerial procedures and financial controls. The Organizer shall provide a statement to the Executive Director no later than July 1 of the calendar year in which the school intends to begin serving students concerning the status of management and financial controls (the “**Initial Statement**”). The Initial Statement must address whether the Organizer and the Charter School have documented adequate controls relating to:

- (a) preparing financial statements in accordance with generally accepted accounting principles, and also with the requirements for charter schools established by the SBOA;
- (b) payroll procedures;
- (c) accounting for contributions and grants;
- (d) procedures for the creation and review of quarterly and annual financial statements, which procedures shall specifically identify the individual who will be responsible for preparing and reviewing such financial statements and ensure that such statements contain valid and reliable data;
- (e) appropriate internal financial controls and procedures;



- (f) safeguarding of assets including cash and equipment;
- (g) ensuring that the purchasing process results in the acquisition of necessary goods and services at the best price; and
- (h) following appropriate guidance relating to a code of ethics, budget development and administration, and cash management and investments.

The Initial Statement shall be reviewed and ratified by the Board prior to its submission to the Executive Director. The Organizer shall thereafter retain an independent certified public accountant or independent certified public accounting firm licensed in Indiana to perform an agreed-upon procedures engagement (the “**Independent Accountants’ Report**”) in accordance with attestation standards established by the American Institute of Certified Public Accountants. The purpose of the engagement will be to assist the Board and the Executive Director in evaluating the Initial Statement and the procedures, policies and practices established thereunder. The engagement shall commence within sixty (60) days after the date on which the School has received and disbursed more than \$50,000 in monies from State funding. The resulting Independent Accountants’ Report should be provided to the Board no later than forty-five days (45) after the commencement of such engagement with a copy to the Executive Director. In the event that the Independent Accountants’ Report reveals that any of the above management and financial controls listed in subparagraphs (a) – (h) are not in place, the Organizer shall remedy such deficiencies no later than forty-five (45) days from the date the Independent Accountants’ Report was received by the Board and shall provide to the Executive Director within that forty-five (45) day period a statement that all deficiencies identified in the Independent Accountants’ Report have been corrected. Such statement shall identify the steps undertaken to correct the identified deficiencies. The Executive Director may require additional evidence to verify the correction of all such deficiencies. All documents required to be submitted pursuant to this paragraph shall be submitted electronically in accordance with guidance published by the Indiana Charter Board.

6.5 Audits. Within six (6) months after the end of each fiscal year during the term of the Charter the Organizer shall comply with the annual auditing requirements for charter schools established by the SBOA as required under IC § 20-24-8-5(1). The Organizer shall submit to the Executive Director the audit of the Organizer's financial statements performed by a private examiner in accordance with the SBOA requirements for charter schools within ten (10) business days of receipt, and no later than January 15 after the end of the fiscal year. Any extension to this deadline must be granted in advance in writing by the Executive Director. An Organizer operating more than one School must submit a consolidated audit in accordance with SBOA guidelines and submit any required financial reporting to the Department in a manner prescribed by the state examiner. In the event that the Organizer submits a consolidated audit, the audit must include revenue and expenses for each School operated by the Organizer.

6.6 Fiscal Year. The Organizer shall adopt a July 1 through June 30 fiscal year. If applicable law requires the Organizer to implement a different fiscal year, the Organizer shall comply with both such requirements for all financial reporting purposes.

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

6.8 Facility Construction. If the Organizer uses public funds for the construction, reconstruction, alteration, or renovation of a public building, then bidding and wage determination law, and any other law relating to such projects, shall apply.

6.9 Escrow. The Organizer shall establish a separate escrow account for the School of no less than thirty-thousand dollars (\$30,000) in order to facilitate the wind down of operations and audit expenses that would be associated with the dissolution of the School, should it occur. This reserve must be maintained outside of the school's general operating fund account and cannot be used for operational purposes. The school may provide for the full amount at any time during its first three years of operation, or provide for a minimum of ten-thousand dollars (\$10,000) per year for the first three years of its charter term, beginning with the December following the school's first fiscal year of instruction.

6.10 Administrative Fee. The Organizer shall pay an administrative fee to the Indiana Charter Board as a percentage of the total amount the Organizer receives during the state fiscal year for basic tuition support. The Indiana Charter Board may increase or decrease the administrative fee at any time; provided, however, that at no time will the administrative fee be higher than three percent (3%). Any change to the administrative fee will not go into effect until the following school year. A pro rata amount of the fee shall be due and payable to the Indiana Charter Board within thirty (30) days from the date of the Indiana Charter Board's invoice for such fee.

## Section 7

### Insurance; Indemnification

7.1 Insurance. The Organizer shall maintain a schedule of insurance as set forth in the Indiana Charter Board's Insurance Requirements Policy.

7.2 Indemnification. The Organizer indemnifies and holds the Indiana Charter Board and its officers, employees, counsel, consultants, and those acting on behalf of the Indiana Charter Board's officers, employees, counsel, consultants, harmless from any claim, action, expense (including attorneys' fees), damage, and liability, arising out of, connected with, or resulting from the Organizer's operation of the School, including:

(a) The negligence, recklessness, intentional wrongful act, misconduct or culpability of the Organizer, the Board, or the School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, sub-contractors, or lessors;

(b) An act by the Organizer and those acting on behalf of the Organizer as officers, employees, agents, representatives, contractors, sub-contractors, or lessors that would serve as a basis for the Indiana Charter Board's revocation of the Charter pursuant to Section 9.3;

(c) Any failure by the Organizer, the Board, or the School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;

(d) The hiring, supervision, or discipline of any officer, employee, agent, representative, volunteer, or student of the Organizer, the Board, or the School, and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors;

(e) The obligations of the Organizer, the Board, or the School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors under the United States Constitution, the Indiana Constitution, and applicable law;

(f) The infringement of patent or other proprietary rights by the Organizer, the Board, or the School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors in any material, process, machine, or appliance used in the operation of the School; or

(g) The Indiana Charter Board's oversight responsibilities set forth in IC § 20-24-9-3.

7.3 Notice of Potential Claims. The Organizer and the Executive Director shall make a good faith effort to notify each other of any actual or potential claims subject to indemnification under Section 7.2, but failure to do so shall not invalidate the Organizer's indemnification duties herein.

## Section 8 Compliance

8.1 Applicable Law. The Organizer specifically acknowledges that it understands its obligations under Title 20 of the Indiana Code and IC §§ 20-24 et seq., as may be amended. The Organizer shall comply with the United States Constitution; the Indiana Constitution; all federal and state laws, including the laws governing nonprofit organizations; laws that prohibit

discrimination on the basis of age, disability, race, color, gender, national origin, religion or ancestry; and any other applicable law.

8.2 Open Door; Access to Public Records. The Organizer's operation of the School is subject to the requirements of the Open Door Law governing public meetings pursuant to IC § 5-14-1.5, and records relating to the Organizer's Charter and the operation of the School that are in the possession, custody, or control of the Organizer are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to IC § 5-14-3.

8.3 Access.

(a) The Organizer and the School acknowledge that the Indiana Charter Board and its authorized agents have the right to visit, examine and inspect the School, including official activities held outside School grounds, and its records during or outside of school hours, on a scheduled or unscheduled basis to monitor whether the Organizer is operating the School in compliance with applicable laws and regulations and the terms and conditions of the Charter. The Organizer and the School shall cooperate with the Indiana Charter Board and its authorized agents as the Indiana Charter Board considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities, provided that the review or access will not unreasonably interfere with the operation of the School. While advance notice is not required, the Executive Director or designee shall always provide notice upon presentment for an unscheduled visit during school hours and shall provide reasonable notice for any visit that would occur outside of normal school hours.

(b) To the extent permitted under applicable law, the Organizer shall maintain the copies of all records, including those made part of the Indiana Charter Board's Reporting Requirements, as described in Section 10, at the School, and make them available to the Executive Director or designated representative upon request. If the request is made by phone or email, the documents must be made available no later than the second (2<sup>nd</sup>) business day following such request; or, if the information has not yet been disclosed by a third party, no later than five (5) business days of receipt of such information by the Organizer.

(c) The Organizer shall comply with all applicable state and federal laws relating to the creation and retention of records related to the operation of the School.

8.4 Events Requiring Notice. The Organizer shall provide written notice to the Executive Director within five (5) days of the occurrence of any of the following events:

(a) Being named as a plaintiff or defendant in any court proceeding or as the subject of any administrative enforcement proceeding arising from the operation of the School;

(b) Notice that the Organizer or the School is subject to an investigation by a state or federal agency;

(c) Notice of an investigation by any State or Federal agency of non-compliance with any state or federal law, including, but not limited to, a notice of a due process violation, an educator misconduct investigation, or an investigation related to the use of state or federal funds by any State or Federal agency;

(d) Any material change in the availability or condition of the facility or physical plant, such as through flood, fire, or other unanticipated circumstance;

(e) Any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the facility or physical plant;

(f) Any proposal to move the School from its current facility to another or from its current location to another;

(g) Any information from law enforcement or other official sources for the arrest or charge of a board member or employee for any felony, crime related to theft or funds, acts against minor children or child abuse; and

(h) Default of sixty (60) days or more on any obligation.

In addition, the Organizer shall promptly report to the Executive Director any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the Organizer or the School including: (i) any claim there has been a material breach of any contract that affects the operation of the School; (ii) any claim or notice of a default under any financing obtained by the Organizer; and (iii) any claim that the Organizer has failed to comply with the terms and conditions of any authorizations required to operate the School, including maintenance of nonprofit and tax-exempt status. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the Organizer's intended response.

8.5 Dispute Resolution. The Organizer shall not exercise any legal remedy with respect to a dispute arising from the provisions of the Charter without: (i) first providing written notice to the Indiana Charter Board setting forth a description of the dispute, and (ii) thereafter, meeting with the Indiana Charter Board or its designee and attempting in good faith to negotiate a resolution of such dispute. The process shall be governed by the Indiana Charter Board's Dispute Resolution Policy.

## Section 9 Term; Renewal; Revocation

9.1 Charter Term. The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the fifth (5<sup>th</sup>) school year of the School.

### 9.2 Charter Renewal.

(a) The Charter may be renewed or not be renewed, solely at the discretion of the Indiana Charter Board in accordance with the Indiana Charter Board's Charter Renewal Guidelines and Application. In considering any renewal, the Executive Director shall review the Organizer's performance in operating the School, including the progress of the School in achieving the academic, financial, and organizational goals set forth in the Proposal and the Accountability System. Should the Organizer choose not to seek renewal of the Charter, the Organizer shall communicate such intent in writing immediately following a resolution of the Board not to seek renewal.

(b) Pursuant to IC § 20-24-2.2-2, the School may not be eligible for renewal if the School remains in the lowest category or designation of school improvement, including any alternative accountability category or designation, in the third year after initial placement in the lowest category or designation (minimum standards for charter renewal), unless the School requests and receives written permission from the Executive Director.

### 9.3 Charter Revocation.

(a) Pursuant to IC § 20-24-3-7, the Indiana Charter Board, at its sole discretion, may revoke the Charter or delay the Opening Date of the School if the Organizer fails to commence School operations or to have sufficient students in attendance at the School at the time the School is to commence instruction in accordance with the Proposal.

(b) Subject to the procedures required by IC § 20-24-9-4, the Indiana Charter Board may either revoke the Charter or require the Organizer to implement a Corrective Plan under Section 9.4, if the Indiana Charter Board determines that:

- (1) The Organizer fails to comply with the conditions of the Charter, including any Amendments thereto, or the terms of any Corrective Plan;
- (2) The School fails to meet the educational goals set forth in the Charter;
- (3) The Organizer fails to comply with applicable federal and state laws;

- (4) The Organizer fails to participate in, or to comply with the policies and procedures required by, Enroll Indy.
- (5) The Organizer fails to meet generally accepted fiscal management and government accounting principles; or
- (6) One (1) or more grounds for revocation exists as specified in the Charter, including, but not limited to, a failure to meet any of the standards of the Indiana Charter Board's Accountability System.

9.4 Corrective Plan. If the Executive Director determines, in his or her sole discretion, that the School is not progressing toward one or more of the performance goals set forth in the Accountability System, or that the School is not in compliance with the terms and conditions of the Charter, Indiana Charter Board policy, or any applicable State or Federal law, the Executive Director shall notify the Organizer in writing of, and give the Organizer a reasonable time, which shall not be less than fifteen (15) business days, to show cause why the Charter should not be revoked and/or a written proposal addressing the Organizer's plan to remedy the deficiencies (the "**Corrective Plan**"). The Executive Director may accept or modify the Organizer's proposed Corrective Plan, and/or order any other corrective action that the Executive Director considers necessary. Nothing in this Section may be considered a limitation on the Indiana Charter Board's ability to revoke the Charter in accordance with Section 9.3.

9.5 Nonrenewal; Revocation; Relinquishment. If the Charter is not renewed, is revoked, or is voluntarily relinquished:

(a) the Organizer shall be responsible for winding down the operations of the School, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Organizer in connection with the operation of the School. Under no circumstances shall the Indiana Charter Board, or its employees, agents, or representatives, or those acting on behalf of the Indiana Charter Board's employees, agents and representatives, be responsible for such obligations.

(b) the Organizer shall cooperate with the Executive Director to effect the orderly closing of the School as set forth in the Indiana Charter Board's Closure Protocol, including timely notification to parents and staff, orderly transition of student education records in accordance with IC § 20-24-9-4.5(d), and proper disposition of School funds, property, and assets.

9.6 Charter Appeals. Appeals of nonrenewal or revocation decisions shall be governed by the Indiana Charter Board's Dispute Resolution Policy.



## Section 10 Reporting

10.1 Reporting Requirements. The Organizer and the School shall comply with the Indiana Charter Board's Reporting Requirements.

10.2 Additional Information. The Organizer shall submit any additional reports (or supplements to any of the reports herein) as set forth in the Accountability System or requested by the Executive Director.

10.3 Public Inspection. The Executive Director may make any of the reports herein available for public inspection, to the extent permitted under applicable law.

## Section 11 General Provisions

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

Executive Director  
Indiana Charter School Board  
143 W. Market St., Ste 400  
Indianapolis, IN 46204

If to the Organizer:

Executive Director  
GEO Academies, Inc.  
1630 N. Meridian, Ste 350  
Indianapolis, IN 46202

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

11.3 Waiver. No waiver of any breach of any provision of the Charter shall be held as a waiver of any other or subsequent breach.

11.4 Counterparts; Electronic Signatures. The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received electronically by either of the parties shall have the same effect as original signatures.



11.5 Severability. In the event that any provision of the Charter, or the application thereof, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

11.6 Entire Agreement. This Agreement, together with all attachments and documents incorporated by reference, supersedes and replaces any and all prior agreements and understandings between the Indiana Charter Board (or the Board's officers, employees, counsel, consultants, agents, representatives, and those acting on behalf of the Indiana Charter Board's officers, employees, counsel, consultants, agents and representatives) and the Organizer (or the Organizer's duly authorized representatives). This Agreement may be amended or modified only by written agreement of the parties hereto.

11.7 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of the Indiana Charter Board in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

11.8 Construction. The Charter shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter. Each party has had time to review this Charter. Neither party shall be interpreted as the drafter.

11.9 No Third-Party Beneficiary. No contract entered into by the Organizer with any third party shall amend, alter, or modify any provision of the Charter. Nothing in the Charter expressed or implied shall be construed to give any non-party any legal or equitable rights hereunder.

11.10 Assignment. The Organizer may not transfer or assign any of its rights or obligations under the Charter without formal approval of the Indiana Charter Board.

11.11 Definitions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in the Charter to an introduction, recital, section, paragraph or attachment, such reference shall be to an introduction, recital, section or paragraph of, or an attachment to, the Charter unless otherwise indicated. The words "hereof", "herein" and "hereunder" and words of similar import shall be deemed to refer to the Charter as a whole and not to any particular

provision of the Charter. The headings contained in the Charter are for reference purposes only and shall not affect in any way the meaning or interpretation of the Charter. Whenever the words “include,” “includes” or “including” are used in the Charter, they shall be deemed to be followed by the words “without limitation.” Accounting terms not expressly defined in the Charter shall have the respective meanings given to them under generally accepted accounting principles. The words “applicable law” shall mean any federal, state, or local laws, rules, regulations, ordinances, or other legal authority to which the entity in question is subject.

11.12 Surviving Provisions. Notwithstanding the expiration, non-renewal, or revocation of the Charter, the Organizer agrees that the duties to indemnify as described in Section 4.5 and Section 7.2, the insurance coverage requirements as described in Section 7.1, the nonrenewal, revocation, or relinquishment requirements as described in Section 9.5, the appeals and dispute resolution procedures as described in Section 9.6, and the no third-party beneficiaries clause in Section 11.10 shall continue in force and effect with respect to any claim, action, expense (including attorneys' fees), damage or liability arising out of, connected with, or resulting from the operation of the School until such claim, action, expense (including attorneys' fees), damage, or liability is barred by any applicable statute of limitations.

11.13 Report Due Dates. If the Organizer is obligated to provide reports or other information on a date that falls on a holiday or weekend, the Organizer may provide such reports or other information on the next business day after the holiday or weekend.

11.14 Order of Precedence. In the event of any inconsistency in or conflict among the document elements of this Charter, such inconsistency or conflict shall be resolved by giving precedence to the law and document elements in the following order: (1) IC §§ 20-24 et seq.; (2) Title 20 of the Indiana Code; (3) the Charter; (4) Attachment A; and (5) Attachment B.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Duly Authorized Representative of  
GEO Academies, Inc.

Duly Authorized Representative of  
Indiana Charter School Board

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A**

### Charter Proposal

## **Attachment B**

### Pre-Opening Checklist

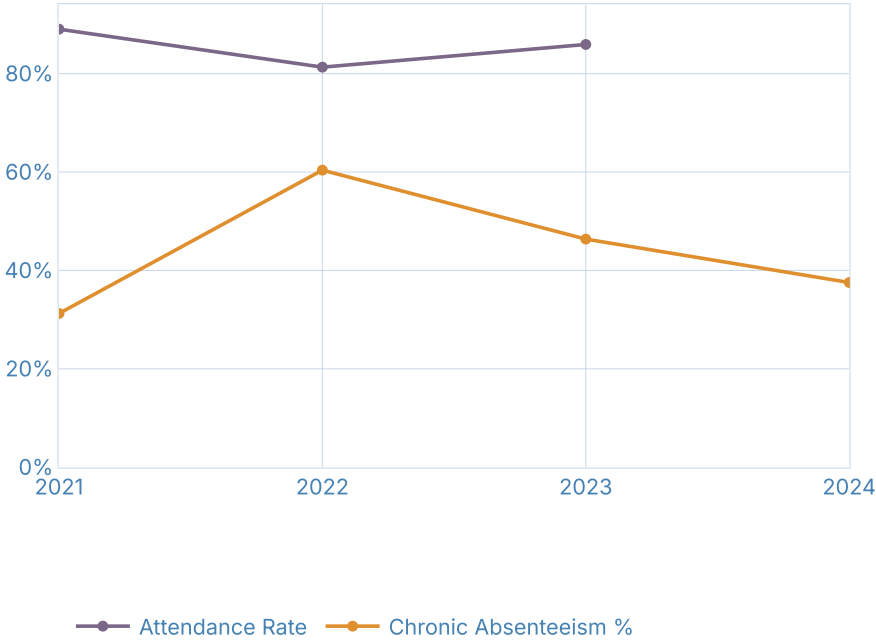
## **Attachment C**

### Accountability System

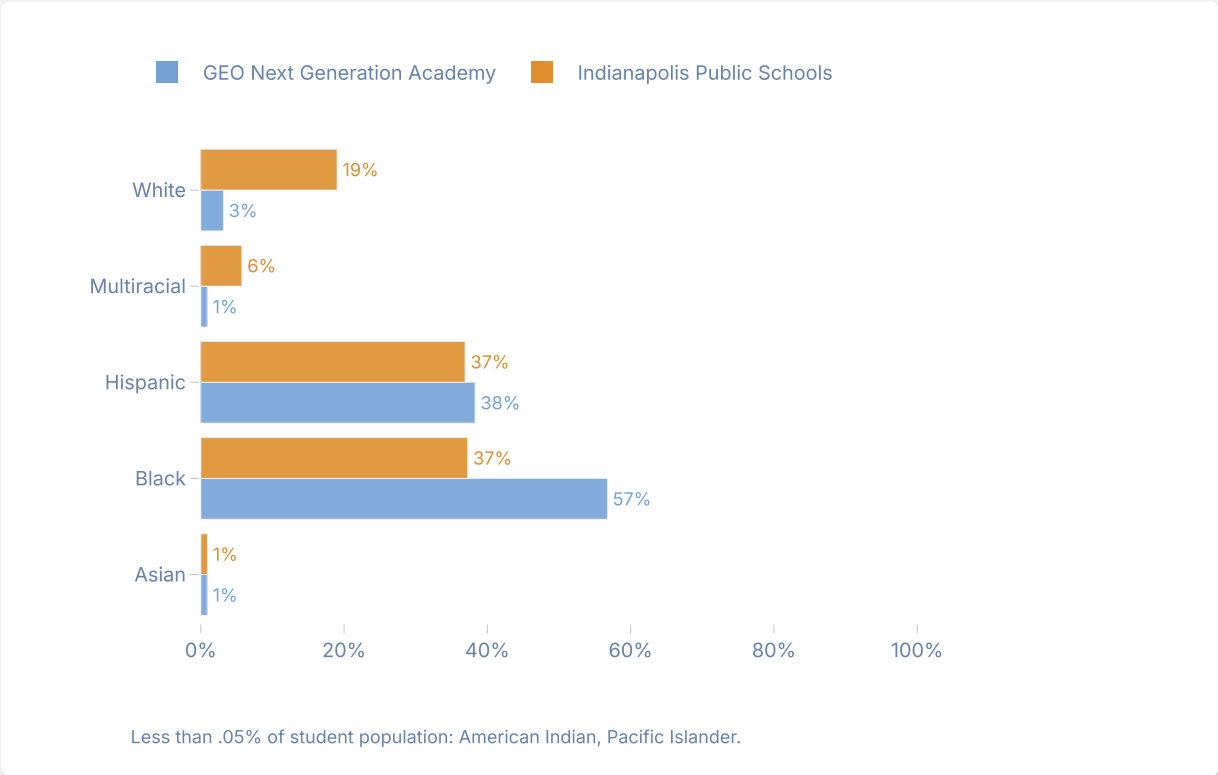
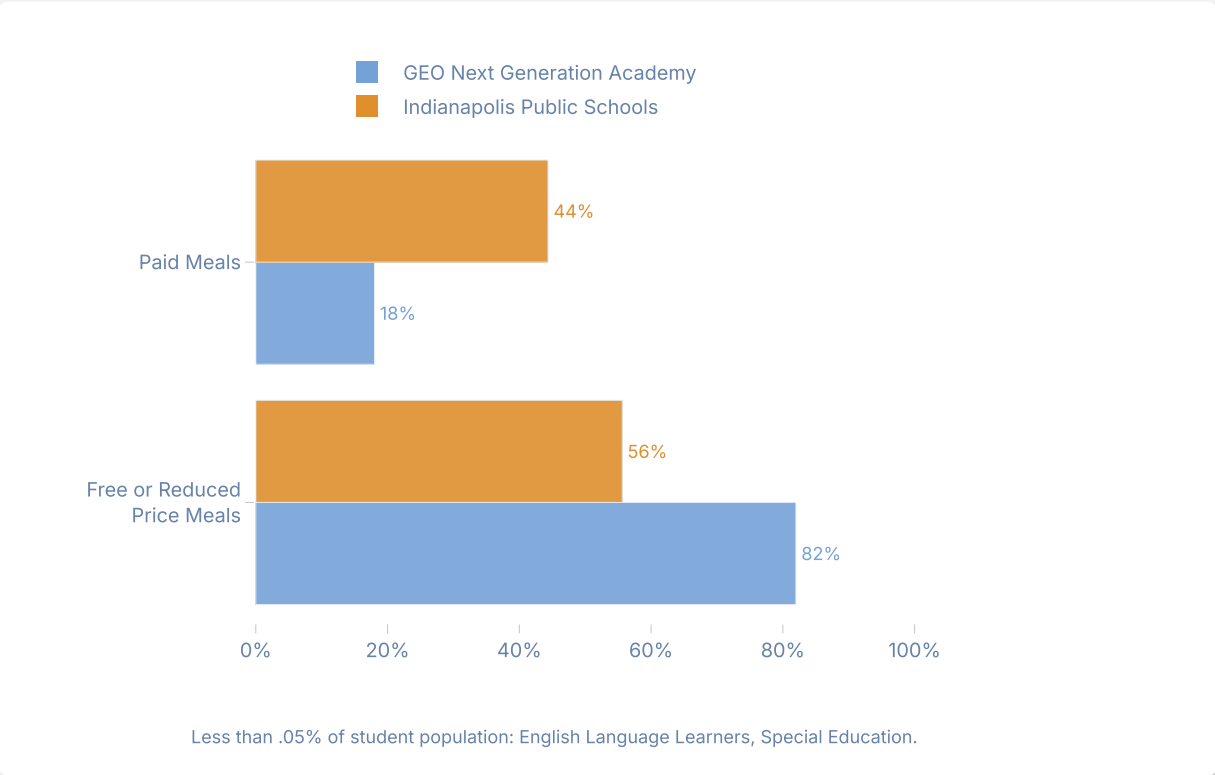
ICSB Academic Dashboard for GEO Next Generation Academy

Attendance Rate and Chronic Absenteeism

Category	2021	2022	2023	2024
Attendance Rate	89.04%	81.32%	85.93%	No Data
Chronic Absenteeism %	31.25%	60.39%	46.37%	37.55%



Demographic Breakdown





Key



Exceeds Standard



Meets Standard



Approaches Standard



Does Not Meet Standard



No Rating

Student Attendance Rate (1.1.a) and Teacher Retention Rate (1.1.b) compared with traditional school corporation.

Category	2021			2022			2023			2024		
	Value	Diff	Rate	Value	Diff	Rate	Value	Diff	Rate	Value	Diff	Rate
1.1.a. Attendance Rate	89.04%	3.64%		81.32%	(8.72%)		85.93%	(5.32%)		No Data	—	
[Chronic Absenteeism %]	31.25%	(11.04%)		60.39%	20.93%		46.37%	11.02%		37.55%	3.76%	
1.1.b Teacher Retention Rate	No Data	—		No Data	—		No Data	—		No Data	—	

End of Year to Beginning of Year (1.1.c) and Year over Year (1.1.d) Student Re-Enrollment Rate.

Category	2021			2022			2023			2024		
	Value	Diff	Rate	Value	Diff	Rate	Value	Diff	Rate	Value	Diff	Rate
1.1.c End of Year to Beginning of Year Re-Enrollment Rate	No Data	—		No Data	—		No Data	—		No Data	—	
1.1.d Year over Year Re-Enrollment Rate	No Data	—		No Data	—		No Data	—		No Data	—	

1.4.a Grade level proficiency on the state assessment in English Language Arts compared with the previous school year.

Category	2024	
	%	(N)
Grade 7	6.25%	16
Grade 8	9.52%	21
Total	8.11%	37

1.4.b Grade level proficiency on the state assessment in Math compared with the previous school year.

Category	2024	
	%	(N)
Grade 7	0.00%	16
Grade 8	0.00%	22
Total	0.00%	38

1.4.c Grade level proficiency on the state assessment in English Language Arts compared with traditional school corporation.

Category	2024			
	%	(N)	Diff	Rate
Grade 7	6.25%	16	(15.89%)	●
Grade 8	9.52%	21	(13.84%)	●
Total	8.11%	37	(14.68%)	●

1.4.d Grade level proficiency on the state assessment in Math compared with traditional school corporation.

Category	2024			
	%	(N)	Diff	Rate
Grade 7	0.00%	16	(14.81%)	<div></div>
Grade 8	0.00%	22	(12.76%)	<div></div>
Total	0.00%	38	(13.73%)	<div></div>

Percentage of students enrolled for at least two school years achieving proficiency on the state assessment in English Language Arts (1.4.e) and Math (1.4.f)

Category	2024	
	%	(N)
1.4.e Two year student proficiency in ELA.	No Data	—
1.4.f Two year student proficiency in Math.	No Data	—

1.4.g Percentage of students achieving proficiency on the IREAD-3 state assessment.

No Data to Display.

1.6.c The change in proficiency on the state assessment in English Language Arts for each subgroup compared with the previous school year.

Category	2024	
	%	(N)
Black	4.76%	21
Hispanic	14.29%	14
Multiracial	***	1
White	***	1
Paid Meals	***	8
Free or Reduced Price Meals	10.34%	29
General Education	9.68%	31
Special Education	***	6
Non English Language Learners	8.00%	25
English Language Learners	8.33%	12

1.6.d The change in proficiency on the state assessment in Math for each subgroup compared with the previous school year.

Category	2024	
	%	(N)
Black	0.00%	22
Hispanic	0.00%	14
Multiracial	***	1
White	***	1
Paid Meals	***	8
Free or Reduced Price Meals	0.00%	30
General Education	0.00%	32
Special Education	***	6
Non English Language Learners	0.00%	26
English Language Learners	0.00%	12

1.6.a Proficiency on the state assessment in English Language Arts for each subgroup compared with traditional school corporation.

Category	2024			
	%	(N)	Diff	Rate
Black	4.76%	21	(6.56%)	<div></div>
Hispanic	14.29%	14	0.90%	<div></div>
Multiracial	***	1	***	
White	***	1	***	
Paid Meals	***	8	***	
Free or Reduced Price Meals	10.34%	29	(4.93%)	<div></div>
General Education	9.68%	31	(14.10%)	<div></div>
Special Education	***	6	***	
Non English Language Learners	8.00%	25	(17.91%)	<div></div>
English Language Learners	8.33%	12	1.49%	<div></div>

1.6.b Proficiency on the state assessment in Math for each subgroup compared with traditional school corporation.

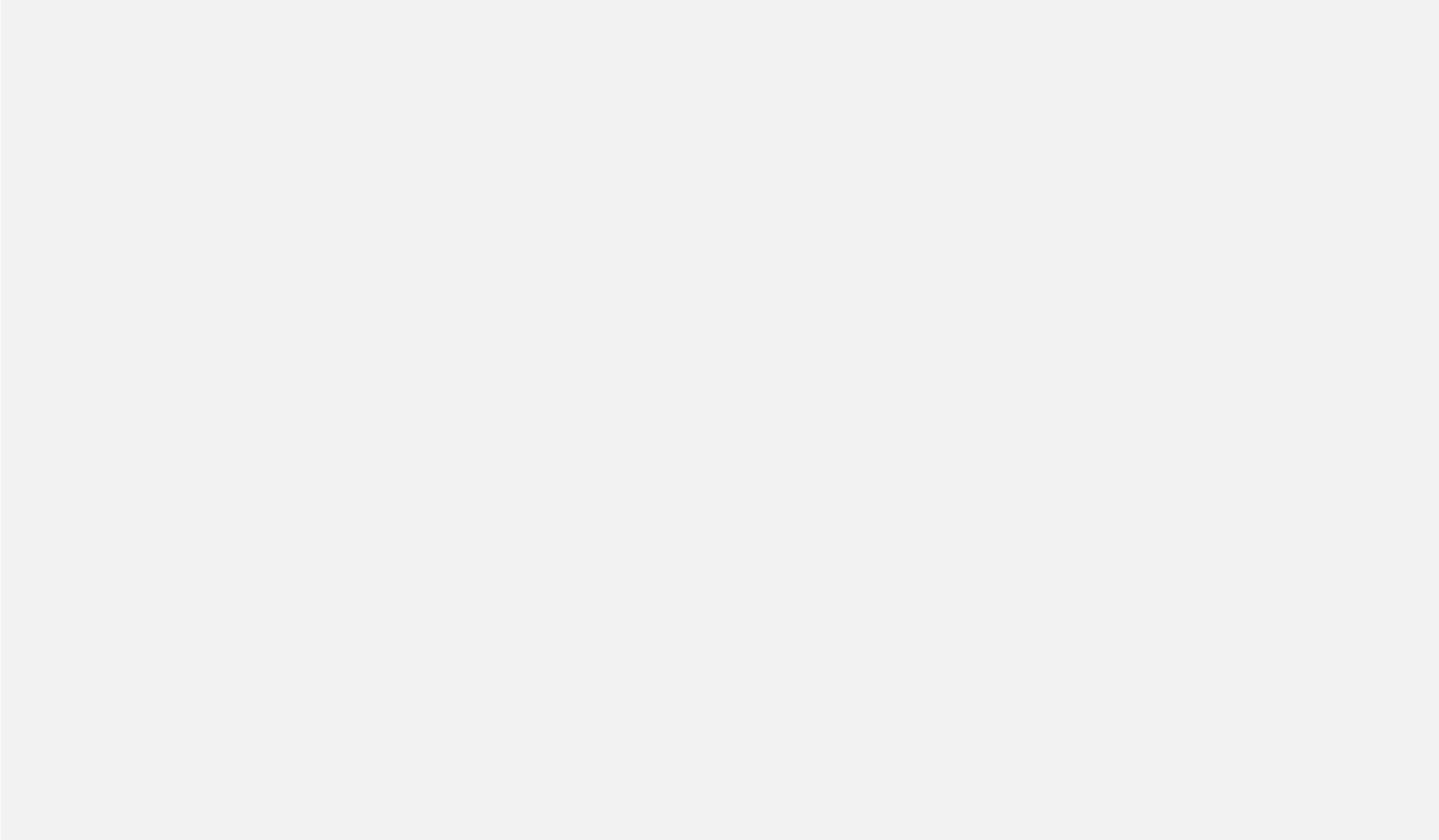
Category	2024			
	%	(N)	Diff	Rate
Black	0.00%	22	(8.74%)	●
Hispanic	0.00%	14	(12.93%)	●
Multiracial	***	1	***	
White	***	1	***	
Paid Meals	***	8	***	
Free or Reduced Price Meals	0.00%	30	(14.04%)	●
General Education	0.00%	32	(21.81%)	●
Special Education	***	6	***	
Non English Language Learners	0.00%	26	(23.18%)	●
English Language Learners	0.00%	12	(8.80%)	●

High School Accountability Metrics 1.7.a & 1.7.b

Category	2021				2022				2023				2024			
	%	(N)	Diff	Rate	%	(N)	Diff	Rate	%	(N)	Diff	Rate	%	(N)	Diff	Rate
1.7.a 4 year graduation rate compared with the State average	***		***		85.71%	14	(3.18%)	<div></div>	85.71%	21	(4.67%)	<div></div>	No Data		—	
1.7.b 4 year graduation rate compared with school corporation average	***		***		85.71%	14	5.79%	<div></div>	85.71%	21	4.20%	<div></div>	No Data		—	

High School Accountability Metrics 1.7.c & 1.7.d

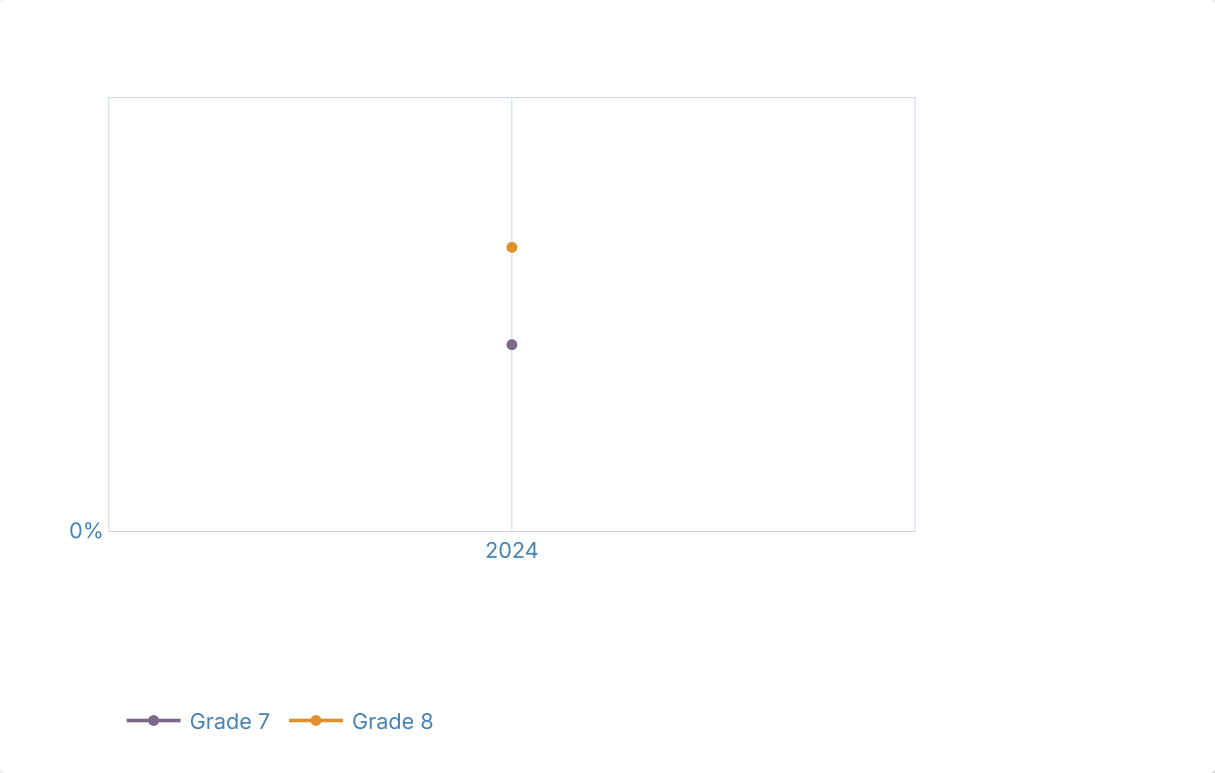
Category	2021			2022			2023			2024		
	%	(N)	Rate	%	(N)	Rate	%	(N)	Rate	%	(N)	Rate
1.7.c The percentage of students entering Grade 12 at beginning of year who graduated	No Data		—	No Data		—	No Data		—	No Data		—





ELA By Grade

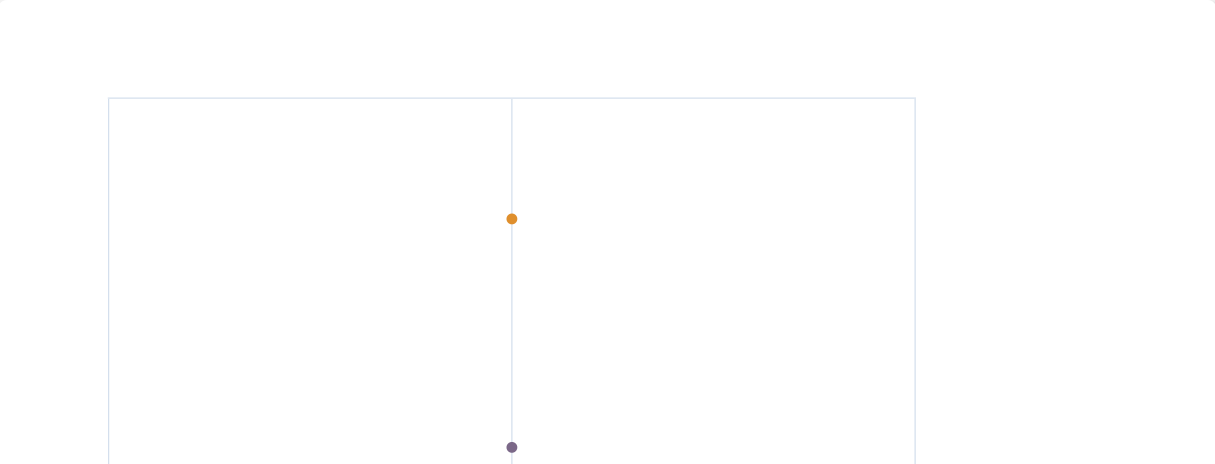
Category	2024
Grade 7 ELA	6.25%
Grade 8 ELA	9.52%
Total ELA	8.11%



Hover over each data point to see N-Size. No test data data is available for 2020 due to Covid.

ELA By Ethnicity

Category	2024
Black ELA	4.76%
Hispanic ELA	14.29%
Multiracial ELA	***
White ELA	***

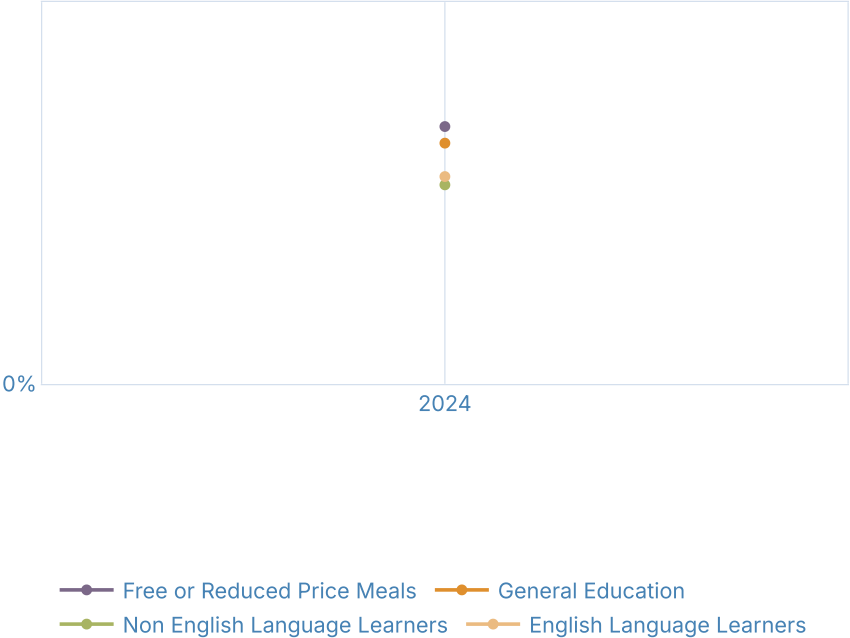


Hover over each data point to see N-Size. No test data data is available for 2020 due to Covid.



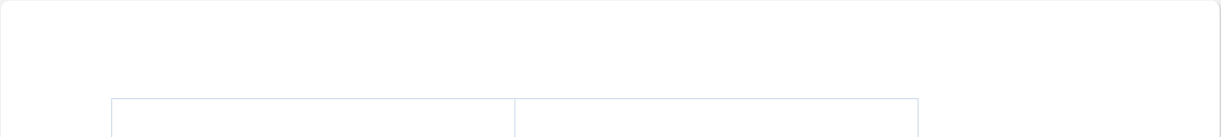
ELA By Subgroup

Category	2024
Paid Meals ELA	***
Free or Reduced Price Meals ELA	10.34%
General Education ELA	9.68%
Special Education ELA	***
Non English Language Learners ELA	8.00%
English Language Learners ELA	8.33%



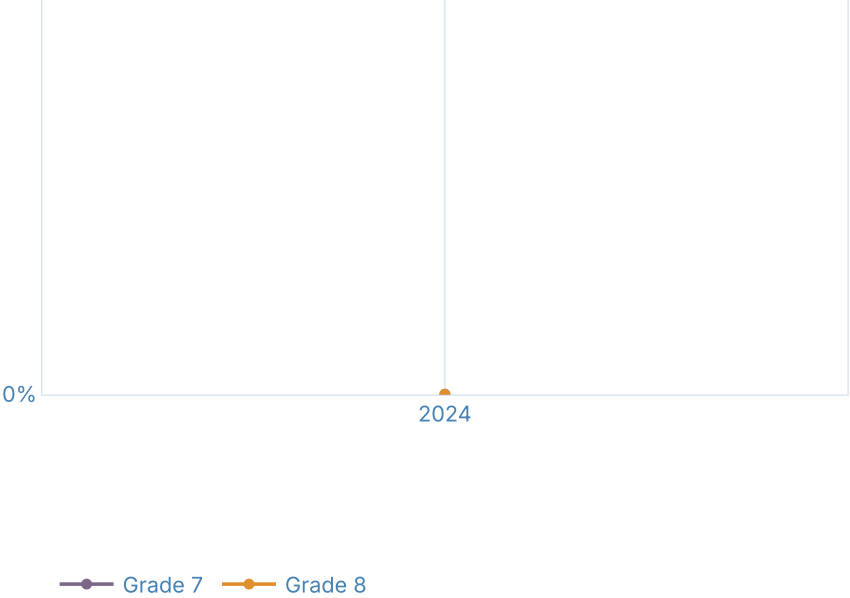
Math By Grade

Category	2024
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Grade 7 Math	0.00%
Grade 8 Math	0.00%
Total Math	0.00%

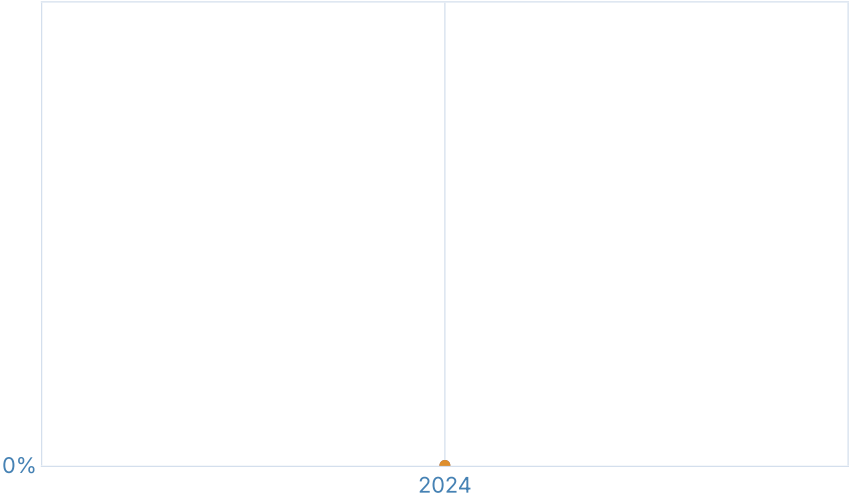
Hover over each data point to see N-Size. No test data data is available for 2020 due to Covid.



Math By Ethnicity

Category	2024
Black Math	0.00%
Hispanic Math	0.00%
Multiracial Math	***
White Math	***

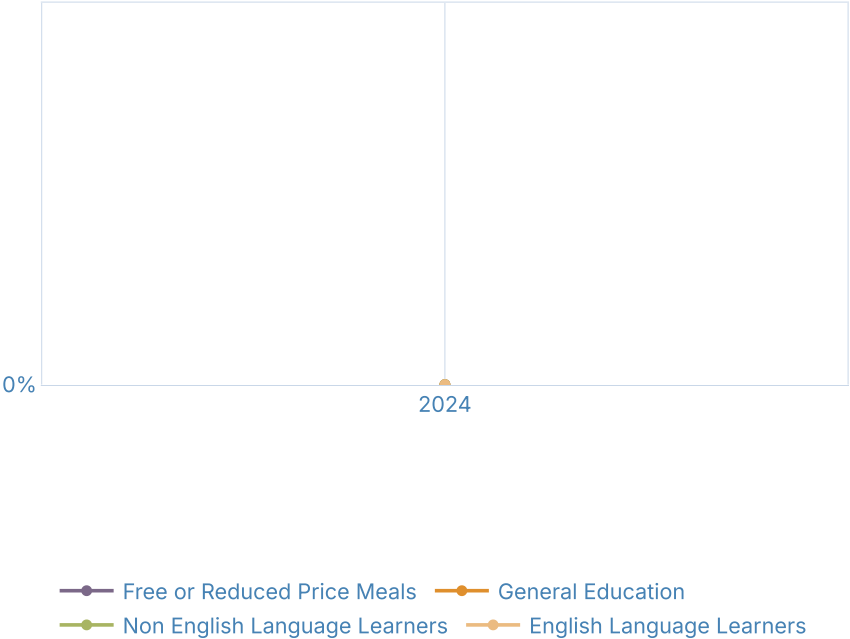
Hover over each data point to see N-Size. No test data data is available for 2020 due to Covid.



Black Hispanic

Math By Subgroup

Category	2024
Paid Meals Math	***
Free or Reduced Price Meals Math	0.00%
General Education Math	0.00%
Special Education Math	***
Non English Language Learners Math	0.00%
English Language Learners Math	0.00%



Graduation Rate

Graduation Rate Overview

Category	2021		2022		2023	
	Rate	(N)	Rate	(N)	Rate	(N)
Total	***	***	85.71%	14	85.71%	21

Graduation Rate by Ethnicity

Category						
	2021		2022		2023	
	Rate	(N)	Rate	(N)	Rate	(N)
Black	***	***	100.00%	10	100.00%	13

Graduation Rate by Subgroup

Category						
	2021		2022		2023	
	Rate	(N)	Rate	(N)	Rate	(N)
Paid Meals	***	***	***	***	80.00%	10
Free or Reduced Price Meals	***	***	***	***	90.91%	11
General Education	***	***	***	***	83.33%	18
Non English Language Learners	***	***	***	***	93.33%	15

SAT

SAT Overview

Category						
	2022		2023		2024	
	At Benchmark	(N)	At Benchmark	(N)	At Benchmark	(N)
Total EBRW	26.32%	19	21.43%	28	20.00%	40
Total Math	5.26%	19	3.57%	28	2.50%	40

SAT Benchmarks by Ethnicity

Category	2022		2023		2024	
	At Benchmark	(N)	At Benchmark	(N)	At Benchmark	(N)
Black EBRW	35.71%	14	36.36%	11	18.52%	27
Black Math	7.14%	14	0.00%	11	0.00%	27

SAT Benchmarks by Subgroup

Category	2022		2023		2024	
	At Benchmark	(N)	At Benchmark	(N)	At Benchmark	(N)
Paid Meals EBRW	***	8	36.36%	11	***	8
Free or Reduced Price Meals EBRW	***	11	11.76%	17	18.75%	32
General Education EBRW	***	16	23.08%	26	21.88%	32
Non English Language Learners EBRW	***	14	26.32%	19	30.77%	26
Paid Meals Math	***	8	9.09%	11	***	8
Free or Reduced Price Meals Math	***	11	0.00%	17	3.13%	32
General Education Math	***	16	3.85%	26	3.13%	32
Non English Language Learners Math	***	14	5.26%	19	3.85%	26

Financial Accountability Metrics

Metric	2021	Rate	2022	Rate	2023	Rate	2024 (Q4)	Rate
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Near Term

Current Ratio	0.6		0.55		0.55		0.22	
Days Cash on Hand	88.63		22.82		35.73		16.91	
Annual Enrollment Change			74%		-9%		41%	
Primary Reserve Ratio	-0.28		-0.4		-0.37		0.05	
Long Term								
Change in Net Assets Margin	-0.34		-0.28		0.06		-0.12	
Aggregated Three-Year Margin					-0.14		-0.1	
Debt to Asset Ratio	1.66		1.83		1.81		2.53	
Cash Flow	546,016.00		-330,475.00		102,282.00		-127,444.00	
Multi-Year Cash Flow					-228,193.00		-25,162.00	
Debt Service Coverage Ratio	-3.43		-1.71		1.52		-0.42	

Other Financial Accountability Indicators

Standard	Description	2021	2022	2023	2024 (Q4)
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2.1.a	The school effectively established and monitored budgets.	<div></div>	<div></div>	<div></div>	<div></div>
2.1.b	The school implemented appropriate financial policies and practices.	<div></div>	<div></div>	<div></div>	<div></div>
2.1.c	The school completed timely and accurate financial reporting.	<div></div>	<div></div>	<div></div>	<div></div>
2.1.d	The school complied with state audit requirements.	<div></div>	<div></div>	<div></div>	<div></div>

Financial Information				
Category	2021	2022	2023	2024 (Q4)
<u>Revenue</u>				
State Grants	878,062	1,787,521	1,621,906	2,261,610
Federal Grants	838,543	760,116	523,813	912,569
Total Grants	1,716,605	2,547,637	2,145,719	3,174,179
Contributions and Donations			1,000,000	364
Student Fees				
Other Income		240,162	382,684	579,154
<u>Financial Position</u>				
Total Assets	981,066	1,711,790	1,504,426	1,082,277
Current Assets	981,066	1,711,790	1,504,426	313,028
Total Liabilities	1,625,933	3,132,013	2,725,271	2,742,569



Current Liabilities	1,625,933	3,132,013	2,725,271	1,425,974
Net Asset Position	-644,867	-1,420,223	-1,220,845	-1,660,292
Financial Activities				
Operating Revenues	1,716,605	2,770,117	3,528,403	3,753,697
Operating Expenses	2,292,845	3,545,473	3,329,025	4,193,142
Change in Net Assets	-576,240	-775,356	199,378	-439,445
Supplemental Information				
Unrestricted Net Assets	-644,867	-1,420,223	-1,220,845	190,379
Unrestricted Cash	546,016	215,541	317,823	190,379
Principal Payments			100,000	
Interest Expense				
Lease/Mortgage Payments	120,000	250,000	250,000	250,000
Depreciation/Amortization	44,207	98,538	81,864	83,752
Enrollment Information				
September ADM	102	177	158	221
February ADM	91	159	149	212
ADM Average	96	168	154	216

Organizational and Operational Accountability

Standard	Description	2021	2022	2023	2024
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3.1	The school conducted lawful, unbiased admissions and enrollment processes including conducting appropriate randomized lotteries where required.	<div></div>	<div></div>	<div></div>	<div></div>
3.2	The school followed appropriate and lawful student discipline processes	<div></div>	<div></div>	<div></div>	<div></div>
3.3	The school followed all applicable laws, rules and regulations (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and Article 7) and all relevant provisions of the charter agreement with respect to the rights of students with disabilities	<div></div>	<div></div>	<div></div>	<div></div>
3.4	The school followed all applicable laws, rules, regulations (including Title III of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA) and US Department of Education authorities) and all relevant provisions of the charter agreement with respect to the rights of English Language Learner (ELL) students	<div></div>	<div></div>	<div></div>	<div></div>
3.5	The school protected the rights of students.	<div></div>	<div></div>	<div></div>	<div></div>
3.6	The organizer complied with applicable laws, rules and regulations, and all relevant provisions of the charter agreement relating to governance of the school.	<div></div>	<div></div>	<div></div>	<div></div>
3.7	The school met ICSB and IDOE reporting requirements.	<div></div>	<div></div>	<div></div>	<div></div>
3.8	The school complied with applicable laws, rules and regulations, and relevant provisions of the charter agreement relating to safety, security, and health related services.	<div></div>	<div></div>	<div></div>	<div></div>
3.9	The school complied with all other applicable laws, rules and regulations, and the provisions of the charter.	<div></div>	<div></div>	<div></div>	<div></div>