

Education One

Charter School Application For Experienced Operators

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PROPOSAL OVERVIEW AND ENROLLMENT PROJECTIONS

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

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

Legal name of group applying for charter(s): Timothy L. Johnson Academy, Inc.

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

Rev. Mike Nickleson, Board President, volunteer

Mr. Vernon Graham, Board Vice President, volunteer

Dr. Deborah Stewart, Board Secretary, volunteer

Mr. Ian Rolland, Board Treasurer, volunteer

Mr. Steve Bollier, School Leader

Designated applicant representative: Mr. Steve Bollier

Address: 4615 Werling Drive

Fort Wayne, IN 46806

Office and cell phone numbers: Office 260-441-8727

Cell 517-285-3189

Email address: Steve.Bollier@leonagroup.com

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

Proposed School Name	Opening Year	School Model (e.g., college prep, dropout recovery)	Geographic Community *	School District(s) in Proposed Location	Grade Levels at Full Enrollment
Timothy L. Johnson Academy	Continue Operation in 2013-14	At-Risk	SE Fort Wayne	East Allen County Schools	K-8

NOTE: * Please indicate the city/town and, if known, potential address or neighborhood of location. Virtual operators should indicate the relevant geographies the operator intends to serve.

Proposed Grade Levels and Student Enrollment

Provide the following information for each charter school included in this proposal. Specify the planned year of opening for each, the grade levels served, and both the planned and maximum number of enrolled students by grade level for each year. (You may duplicate the table as needed.)

Proposed School Name:	Timothy L. Johnson Academy	
Academic Year	Grade Levels	Student Enrollment (Planned/Maximum)
Year 1 (specify starting year)	K-8 (2013-14)	350
Year 2	K-8	400
Year 3	K-8	450
Year 4	K-8	500
Year 5	K-8	550
At Capacity	K-8	600

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

If yes, identify the ESP or other partner organization: The Leona Group

Will an application for the same charter school(s) be submitted to another authorizer in the near future?

Yes No X

If yes, identify the authorizer(s):

Planned submission date(s):

Please list the number of previous submissions for request to authorize this(ese) charter school(s) over the past five years, as required under IC § 20-24-3-4. Include the following information:

Authorizer(s):

Ball State University

Submission date(s):

2002



EXECUTIVE SUMMARY

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

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

Timothy L. Johnson Academy Mission

- Timothy L. Johnson Academy was established and continues to serve students who are "at-risk," because of economic, educational, or social disadvantage.
- The Academy provides a choice to parents and students to better meet their individual needs from the array of public education alternatives available.

We Believe

- that students' *strengths, interests and abilities* must be *celebrated* by a community of learners.
- that young people need *relationships* that foster their sense of worth and being valuable to society.
- that children must *attend* school.
- that our young people need significant opportunities to have their broad and diverse *learning styles* addressed.
- that *educational choices* made in the *early years* have the greatest impact on students' later lives.

The Timothy L. Johnson Academy Vision

Everyone involved with Timothy L. Johnson Academy is committed to building a strong community school in the Village Woods neighborhood located in southeast Fort Wayne. Academic achievement at TLJA has shown steady growth on ISTEP+, NWEA, and DIBELS assessments. However, the TLJA stakeholders are committed to move to a higher level of instruction and achievement. Developing a partnership with Trine University will accelerate this movement to high academic achievement for all students at Timothy L. Johnson Academy.

Recognizing that children learn most effectively when instruction is relevant, rigorous, and engaging, Timothy L. Johnson Academy would like to work with the faculty at Trine University to incorporate more exploratory, collaborative learning in our lessons. Our vision for the future of Timothy L. Johnson Academy will focus on the following areas:

A. Collaboration

1. With the help of the Trine University School of Education faculty, our staff would benefit by being “refreshed” and encouraged to enhance the planning and implementation of research-based teaching methods in their classroom. Working together, the two groups would find avenues of excitement and adventure in the quest to make our lessons rigorous, relevant, and active for our students. The Trine staff would find a wealth of data to use in research studies and professional journal articles, and the TLJA staff would be supported and encouraged by experts.

2. Professional Development: The TLJA staff would benefit from regular professional development presented by Trine University staff. Providing this collaborative environment focused on school improvement for our staff is an important next step for every teacher to provide consistent, engaged learning and high academic achievement for each student.

3. Technology: Access to current, educationally enhancing technology is a priority for TLJA. In our vision, teachers and students would regularly utilize cutting edge technology for enhanced classroom instruction and student learning, distance learning, electronic learning excursions, improved communication with parents, and student achievement monitoring and support.

4. Student Planning and Encouragement: The regular presence of Trine students and professors in our school would be an encouragement to our parents and students. Providing access to events at Trine University for our students will provide an expanded vision for their future. Assistance with the development of an education and career plan for each student based on their talent and interest is a priority for TLJA.

B. Strategic Planning

It is the dream of the board of Timothy L. Johnson Academy that the Academy will be a catalyst for a renewal and revitalization of the Village Woods community. One year after TLJA moved into the closed Village Woods Elementary building, we have seen an enthusiastic response from community members: enrolling their children at TLJA, attending school and extra-curricular events, utilizing the school grounds and equipment, and assisting in keeping the community clean and safe. TLJA welcomes the assistance from Trine University staff for the following initiatives:

1. A master plan to use the entire forty-acre complex, including the closed Southeast YMCA, the closed Village Woods Junior High School, and our current home, Village Elementary School. We look out over the grass and trees and see gardens, animal hutches, and parking for busses. We also see sports fields and park-like settings for the community and our students to enjoy. We would be grateful for the help of faculty at Trine University to map out this plan and put it on paper.

2. Our students currently eat food from a catering service provider. We have a commercial kitchen at Village that is not utilized. We would welcome assistance to write a business plan that includes using this commercial kitchen, not only for our students, but for the community at large. If this plan can include vegetables grown in our own gardens, all the better.

3. It would be a blessing to the community to have a health center located at one of the Village Woods community buildings that offered “one stop health care.” Making sure students have their

immunizations, vision and hearing screenings, and an open door policy for people in the neighborhood would go a long way toward bringing this community back to life. Social services would also be available at our medical center.

4. Parental and Community Partnerships: Making sure that we keep parents and the community involved in what we are doing is a big part of the success of TLJA. We want to do more toward making our school a place of learning for the whole community. TLJA has developed several community partnerships, but would also like to expand its partnerships to include local businesses, employers, churches, and community agencies. Trine's involvement in this initiative would provide TLJA with additional expertise and support.

5. Growth Plan: Gradually increase the K-8 enrollment by approximately fifty students per year, reaching 600 students in five years. Parents have urged the TLJA board to consider adding high school grades to TLJA. The main focus of the school and board will be to ensure the high academic performance of TLJA students and the development of strong community partnerships. When these focus areas have been secured, the board will begin to explore the addition of a high school.

C. STEM

TLJA would like to enhance our curricular offerings and increase our students excitement for science, technology, engineering, and mathematics. The faculty and students at Trine University would provide necessary assistance to TLJA staff to develop curriculum maps, pacing guides, lesson plans, and extra-curricular activities for the STEM initiative. After school activities such as LEGO league, robot building, weather station, Crash and Burn Chemistry Club, would provide a quality after-school activity for children.

D. Project Learning

1. Community Service: As citizens of the community, city, and world, TLJA students will be asked to perform community service hours as part of their course of study. In the event that a high school develops, the Senior Project will be an integral part of the graduation requirements. These "citizen jobs" will direct student attention away from their own situations, and allow them to see themselves as part of a community.

2. Agriculture: Rather than considering vegetables as something that only come from grocery stores, TLJA students will have experience with community gardens on the grounds of the school. The myriad ways teachers can use growing things in classrooms will be explored. Not only can the gardens, both ornamental and kitchen, benefit the students during the growing cycle, but the produce and flowers grown can benefit and beautify the community at large.

3. Animal Husbandry: Learning how to care for a live animal can engender responsibility, compassion, and connection. Timothy L. Johnson Academy would like to teach our children to care for animals: chickens, rabbits, and, possibly, horses.

4. Cooking classes: Taking the vegetables and herbs from our gardens, students will learn to prepare easy, quick, and nutritious meals for themselves. Considering that recipes are generally small

experiments in chemistry, children can learn many scientific principles just baking cupcakes.

5. The Village Woods Library: The library at Timothy L. Johnson Academy is a room waiting to be transformed. Our dream is to have the library open well into the evening for the use of our parents, students, and community. We would like to offer adult classes, college classes, and support for parents to help students with homework. Staff would be on hand to advise patrons on research techniques, what books are appropriate for different ages, and how to help students struggling with classroom assignments.

6. Physical Education: Again, the vision for Timothy L. Johnson Academy to change our neighborhood, and consequently, our students' lives continues with the plans for physical education of students, parents, and the community. The closed Southeast YMCA could be revitalized and our children taught to swim. Affordable fitness classes would be offered, and neighborhood sports teams formed. Students with athletic prowess need to be able to hone their skills and experience the acquisition of new ones. Martial Arts, archery, dance, and track and field skills will be introduced.

Through its eleven years, the Timothy L. Johnson Academy has remained true to its mission and vision of providing a choice to the families who wish to have their children enrolled in a small, caring, supportive environment. Our school is a safe place, has parental support, and a committed staff and board. What is missing is a partner to help us not just look at best practices, but next practices. We see our school as a beacon of learning to help revitalize a community and we believe that Trine University is the partner we need to continue to offer quality education to not only our students, but their parents and the members of the community in which we reside. Together, we can change lives.

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

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

Many children attending TLJA have economic, academic or social deficits in their environment. Johnson Academy staff work tirelessly to insure that each student experiences support and a strong sense of hope and success. If students come to school needing school supplies, uniform clothes, a new book bag or even shoelaces, it will be provided. With four yellow busses and eight routes, transportation is provided free of charge to most students with occasional pick-ups for students missing their bus. Teachers and support staff are highly qualified and expected to provide a student-centered education based on multiple intelligences and learning styles. Multi-tiered interventions are provided to students not meeting expected standards, academically or socially. Consistent rules and procedures throughout the building provide high standards and expectations in all areas.

Timothy L. Johnson Academy strives to reach its vision by following the mission on a daily basis. Each child, no matter his or her background, comes to TLJA for a quality school experience; a school experience that provides a loving, supportive atmosphere in which each child feels valuable and important. Each student is greeted and sent home with a hug, high five, kind word, or big smile every day. Staff members are frequently seen in conversation with students during lunch, recess, arrival and dismissal building rapport, increasing communication, giving advice, or just listening to a funny anecdote

from the day's events. Students are encouraged to help teachers and others with school and classroom jobs, increasing feelings of responsibility and importance. There is a sense of ownership in their school and students work to maintain an environment of support and respect.

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

The Timothy L. Johnson Academy believes parents are a child's first teacher. Therefore, it is important for children to see their parents and teachers communicate and collaborate in their education. TLJA has always had an open door policy and parents are encouraged to visit the school, help out, or sit in on their child's class at any time. Parent-Teacher Conferences are held a minimum of three times a year and teachers strive for 100% attendance, most reaching that goal. Many parents schedule additional conferences throughout the year, maintaining the open communication between school and home. Family activities are held monthly and in addition to the family time, there is always a parental education component. Many community businesses support students by providing needed supplies, reward certificates, and fundraising assistance.

Part of the Johnson Academy's mission is to provide a public education alternative for students and parents that better suit their needs. Our students arrive with a diverse set of problems and needs that cannot be addressed by a one size fits all approach. Including parents and community members in our school planning gives us additional insight into the needs of our students, families, and school. Our parents and members of the community are invited to be a part of our Community Council, part of our school improvement planning committees. Members help create our vision, identify areas of concern, brainstorm and develop strategies, and then implement our School Improvement Plan. In addition, several parents and community members regularly volunteer in the classroom and school. A number of staff at TLJA started out as parents and liked it so much they are now employed at the school.

Partnerships with local educational institutions, such as Indiana Tech, have helped provide opportunities for students to see college students "in action." For our students who might not have the chance to know someone going to college, the experience is invaluable to introducing them to a whole new world available to them. Partnerships with community organizations such as the YMCA, Allen County Library, and the Optimist and Rotary Clubs provide Johnson Academy students with opportunities and experiences they might not have outside of the school setting. Students in the upper grades swim at the Y during gym class and all students obtain library cards and check out books from the library on a regular basis. The Optimist and Rotary Clubs have annually provided personal dictionary for students. In addition to what the community organizations have provided for us, TLJA students are taught to give back to the community. Students have raised thousands of dollars for the Leukemia and Lymphoma Society, donated hundreds of cans and boxes of food to not only donate to local food banks, but also to TLJA's own families, and worked many hours helping those in need from raking leaves to picking up trash. TLJA students learn that giving back, even if it is just a little, is important not only to society but to them as well.

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

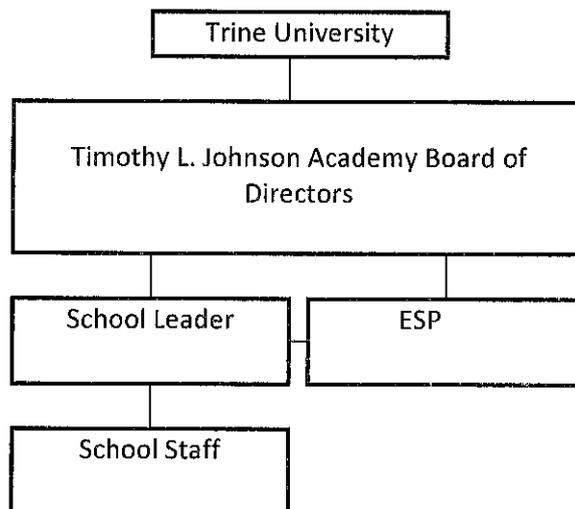
achievement for the targeted student population.

Timothy L Johnson Academy's Board, Administration, Teachers, and Support Staff believe that all students, no matter their background, current situation, needs, or struggles, deserve to have a quality education to be active and productive members of society. Together, the students create a community of learners that vary not only in ability, but in learning styles. Therefore, the needs of each student are identified; goals are set and achievement is monitored regularly. Adults have high expectations of students and push for excellence while at the same time showing understanding and compassion. Education occurs in an environment in which students are taught responsibility and to respect themselves, others and their environment.

The educational program at Timothy L. Johnson Academy ensures that students continually improve by using multiple assessments throughout the school year beginning in Kindergarten. Educational services to students are provided based on identified needs, monitored by teachers and assistants, and modified based on feedback. Individual student growth is monitored by teachers and reviewed during meetings between teachers and interventionists, clusters, staff and on professional development days.

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

Management Structure



Board of Directors

The Board membership has been stable with three members serving for ten years. The current board consists of six very strong members who share a wealth of experience in the corporate sector and a strong commitment to urban education.

The TLJA Board of Directors receives regular reports at board meetings regarding academic progress,

administration and staffing issues, and budget update. All board members are regularly in the school and at school function interacting with students, parents and staff. Board members are open to parents and staff to share their experiences, successes and suggestions for improvement. The Board annually reviews progress made on school goals and makes the necessary adjustments to future school goals.

School Leader

The School Leader is a key individual to the smooth operation of the school site. The Leader is responsible for all areas of operation including but not limited to personnel, budget, plant, curriculum and administration. The Leader is expected to set the tone of the school community during the implementation of the charter.

Administrative Duties

1. Maintain a school environment that promotes student learning
2. Individualize/optimize educational opportunities for every student
3. Provide instructional leadership to teachers and other staff
4. Communicate the mission and focus of the school to all stakeholders
5. Assure parental involvement through a variety of outreach programs
6. Work as a team player
7. Ability to make decisions and be responsible for the outcomes
8. Maintain and complete accurate records
9. Ensure that all aspects of the school operation comply with Board Policy
10. Ensure that all aspects of the school operation comply with State and Federal Law
11. Ensure that all local, state and federal standards for health and safety are observed
12. Prioritize assignments
13. Develop school calendar

Director of Academics

Reporting to the School Leader, the Director of Academics (DA) is responsible for both sustaining and improving the culture of high academic excellence at Timothy L. Johnson Academy (TLJA). The DA provides leadership, vision, and strategic direction for the TLJA curriculum, instruction, assessment and school improvement initiatives overseeing professional development for all school leaders and supervising academic management of the schools.

Key Responsibilities

1. Provide instructional program leadership to the TLJA staff with specific responsibility for planning, development, implementation, assessment, improvement and evaluation across all current and future schools.
2. Determine and implement the academic priorities for TLJA. Review assessment tools on a regular and on-going basis and analyze performance for effectiveness in improving student achievement.
3. Assist the School Leader in the development of a strategic plan that will ensure excellence and high standards for TLJA students.
4. Support the TLJA staff to ensure high quality implementation of the schools' educational design, including standards, assessments, instructional guidelines, and the school culture.
5. Supervise and evaluate TLJA teachers and instructional support staff.
6. Assist the School Leader in monitoring and evaluating effectiveness of programs as well as identifying and acquiring appropriate program resources to ensure that curricula are student-

focused and aligned with school's missions, core values, academic standards, and strategic goals.

7. Assure that curricula are aligned to national and state standards and help create curricula that allows for efficient and effective pacing, sequencing and lesson planning.
8. Regularly observe and evaluate student work through classroom walkthroughs and observations.
9. Recruit and train highly qualified administrators and teachers. Develop plans to help capitalize on individual strengths as well as plans to help improve and address areas of potential growth with real time feedback.
10. Facilitate collaboration among staff members.
11. Collaborate with School Leader on hiring of staff when appropriate.
12. Assist School Leader with on-boarding of new teachers and staff.
13. Support School Leader to create coherency in culture and routines within the school culture.
14. Work with the School Leader to field parent and community concerns, questions and outreach, helping with action plans when necessary.
15. Participate in conferences, community outreach and legislative community to help establish TLJA as a community partner and stay current with relevant developments.

SECTION I: EVIDENCE OF CAPACITY

Founding Group

Founding Group Membership

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

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

School leadership, administration and governance

- Curriculum, instruction and assessment
 - Financial, business and school operations management
 - Performance management
2. Parent and community engagement
 - Facilities management

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

President, Mike Nickleson

Rev. Nickleson has been involved in all aspects of community life in Fort Wayne including educational leadership, civil rights leadership, leadership in community organizations, leadership in the religious community and governmental leadership. He has always been an advocate for young people and families who have been displaced or underserved. His passion and commitment to help high-need young people in our community has been strongly evident in his leadership at Timothy L. Johnson Academy.

Vice President, Vernon Graham

Vernon Graham has served as Executive Director of Associated Churches in Fort Wayne for the past twenty years. In 2007 over one million balanced meals were collected and distributed by Associated Churches to 82,000 unemployed, working poor, and the historic poor of the community at no charge to those with hunger needs. Vernon Graham was instrumental in leading the project to design, fund and build a new Associated Churches Office Building and Food Bank Warehouse. This was completed in May, 2007.

Treasurer, Ian Rolland

Ian Rolland has been a leader in the integration of the Fort Wayne Community Schools, a leader and supporter of the arts and community organizations, a leader in the business community, and a leader in the educational community. Ian Rolland was a very successful CEO of Lincoln National

Corporation when the world headquarters was located in Fort Wayne, Indiana. Ian Rolland has been the strong, visionary leader in the Fort Wayne community for many decades. His financial insight and wisdom has been greatly valued by the Timothy L. Johnson Academy governing board and the academy.

Secretary, Deborah Howard

Deborah Howard is the parent of a student at Timothy L. Johnson Academy. She brings a dedication to the mission of the academy and the perspective of parents to board deliberations. Deborah Howard is employed at Park Center as the Community Housing Manager and she represents a strong knowledge of community agencies serving the Fort Wayne community.

Member, Kelly Updike

Kelly Updike is the Executive Director of the Embassy Theatre Foundation and is responsible for all aspects of nonprofit historic theater operations, including staff, administration, marketing, programming, production, facility maintenance and preservation, fundraising, box office. Kelly Updike manages fifteen staff and reports directly to a twenty one member, volunteer board of directors. She is responsible for \$1.5 million annual operating budget.

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

Timothy L. Johnson Academy is looking forward to a strong partnership with Trine University to develop and implement a STEM program, collaborate with the School of Education at Trine for professional development to enhance the planning and implementation of research-based teaching methods in their classroom, and to utilize Trine staff to help TLJA staff integrate cutting edge technology for enhanced classroom instruction and student learning, distance learning, electronic learning excursions.

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

Timothy L. Johnson Academy is established to serve students who are "at-risk," whether because of economic, educational or social disadvantage. The Academy provides a choice in the array of public education alternatives available to parents and children to better suit their individual needs.

School Leader and Leadership Team

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

School Leader: Steve Bollier brings successful urban education experience to Timothy L. Johnson Academy: Fort Wayne Community Schools for twenty nine years as a teacher, elementary principal at Weisser Park Fine Arts Magnet School - a blue ribbon school, and district superintendent; The Leona Group for fourteen years as School Leader, Regional Vice President, and Director of Quality Schools Initiative.

Director of Academics: Margaret Ubelhor served as a Field Representative for Ball State University Office of Charter Schools; Principal of North Middle School, Henderson Kentucky, and high school English teacher at Manual High School in Indianapolis Indiana.

Consultant: Steve Terry serves as a community leader and pastor in southeast Fort Wayne; member of the East Allen County Schools Board of School Trustees; consultant to Stop the Madness.

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

The School Leader and Leadership Team are currently full-time employees of Timothy L. Johnson Academy.

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

Timothy L. Johnson Academy Director of Academics

Reporting to the School Leader, the Director of Academics (DA) is responsible for both sustaining and improving the culture of high academic excellence at Timothy L. Johnson Academy (TLJA). The intervention coordinator will report directly to the DA who has primary authority and accountability for the academic performance of all schools. The DA provides leadership, vision, and strategic direction for the TLJA curriculum, instruction, assessment and school improvement initiatives overseeing professional development for all school leaders and supervising academic management of the schools.

Timothy L. Johnson Academy Consultant

Reporting to the School Leader, the TLJA Consultant is responsible for Student Recruitment and Retention; Student Support: Building Procedures; Classroom Procedures; Student Council; Extra Curricular Activities; Student Coaching, Mentoring, Modeling; Due Process; Transportation, Routing Communication: Daily Student Pick-Up & Drop-Off Adjustments, Emergency Preparedness, Staffing and Communication: Monitors; Parental Involvement; Parents in Action; Emergency Preparedness; Public Relations

Governance

As used in the application, the term "organization" applies to any applicant or partnership among groups applying to replicate a school model in Indiana. Thus, it may include an existing school proposing to replicate; an existing school

network or CMO applying directly for a charter; a governing board proposing to contract with a CMO or other education service provider (ESP); or other entities and arrangements. *In the case of an applicant proposing to contract with a service provider, applicants should provide requested information for the governing board and/or the CMO, as applicable.*

Legal Status and Governing Documents

For the entity proposing to hold the charter(s), provide the following governance documents as **Attachment 4**:

- 501(c)(3) Letter of Determination from the Internal Revenue Service (or evidence that the applicant has applied for federal tax-exempt status from the IRS);
- Copy of the Articles of Incorporation; and
- Copy of Board Bylaws.
- **NOTE: Applies only to non-profit corporations based outside of Indiana:** Evidence that the proposed charter holder is registered to do business in Indiana.

NOTE: There is no page limit for this attachment.

IMPORTANT NOTES:

- *Education One, L.L.C. awards charters only to nonprofit corporations that either have received, or have applied for, federal tax-exempt status from the IRS. **A proposal will be considered incomplete if the applicant does not meet these criteria.***
- *Applicants should note the following requirement for Indiana charter holders as stipulated in IC § 20-24-3-3: "The organizer's constitution, charter, articles, or bylaws must contain a clause providing that upon dissolution: (1) all remaining assets, except funds specified in subdivision (2), shall be used for nonprofit educational purposes; and (2) remaining funds received from the [Indiana Department of Education] shall be returned to the department not more than thirty (30) days after dissolution."*

As **Attachment 5**, provide one (1) complete and signed Statement of Assurances form.

NOTE: Please use the provided form included in this RFP.

Governing Board

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

The governance structure will be an independent governing board comprised of five to nine members who are committed to fulfilling the Timothy L. Johnson Academy Mission. Current board members are: President Mike Nickleson; Vice President Vernon Graham; Treasurer Ian Rolland; Secretary Deborah Stewart; Member Kelly Updike.

2. **Pre-Existing Nonprofit Organization.** If this application is being submitted by an existing nonprofit organization or institution *other than* a charter school governing board, describe what steps the existing

board will take to transform its board membership, mission and bylaws to support the charter school expansion/replication, and to comply with Indiana's Public Access Laws, including the Open Door Law.

Not applicable.

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

GOVERNANCE STRUCTURE

The board shall be vested with the responsibilities of oversight of all academy operations including those delegated to the educational service provider, establishing policies, entering contracts, serving as fiscal agent, and functioning as the expulsion and appeal authority as expressed in IC 20-8.1-5.1-13. The board shall be responsible for negotiating and consummating leases, management agreements, and financial instruments relating to the Academy's incurring debt. Between the time the initial Organizer signs the contract and the Academy's receipt of tax-exempt status, the authority of the Organizer relative to the operation and oversight of the Academy shall be delegated to the board.

The board's primary responsibility is to review and oversee mechanisms that translate the vision and mission of the school into effective practices. The board shall be the policy-making body of the school reviewing and adopting policies relating to all aspects of the operation of the Academy. Procedures relating to all policies will be established by The Leona Group, L.L.C. (TLG), the educational management organization of the Academy.

The board shall be involved in the planning of and responsible for approving budgets presented by the administration of the Academy. Budgets will be reviewed to ensure consistency with the goals and educational program of the Academy.

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

The board meets on the fourth Monday of each month. The board appoints subcommittees as necessary. TLJA and the Board of Directors comply with the Indiana Public Access Laws by appointing a responsible person at the annual organizational meeting.

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

Board members shall perform their official duties in a manner free from conflict of interest. To this end: no Board member shall use his/her position as a Board member to benefit either himself/herself or any

other individual or agency apart from the total interest of the School; when a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.

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

Not Applicable

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

If a parent or student has an objection to a governing board policy or decision, administrative procedure or practice at the school, the objection should be made known to the school leader or to a board member. The objection will be investigated to determine the merits and possible remedy. A satisfactory resolution and necessary communication will take place in a timely manner.

School Management Contracts

If the applicant does not intend to contract with an Education Service Provider (ESP), mark "Not Applicable" and skip to next section.

IMPORTANT NOTE: Any contract with an ESP will be null and void until approved by Education One, L.L.C. Once approved by Education One, the parties may execute the contract and subsequently must submit an executed copy of the contract to be kept on file with Education One. This contract is subject to Indiana's Public Access Laws, including public records requests.

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

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

The Leona Group, LLC is a Lansing, Michigan-based operator of charter schools in Arizona, Florida, Michigan, Indiana, and Ohio. It started in Michigan in the early 1990s as a think tank called MPNE (Michigan Partnership for New Education), headed by founder Bill Coats and businessman Alfred Taubman, among others. It was part of the partnership that opened Detroit's Cesar Chavez Academy in 1995; not long after, it changed to its present name in honor of Leona Coats, Bill's mother.

b. A summary explanation of how and why the ESP was selected, and the due diligence conducted (including a

list of other ESPs assessed during the due diligence process, if any);

The board of directors reviewed educational services providers at the time Timothy L. Johnson Academy was being planned. Board members determined that two providers best fit the needs of TLJA and representatives from Edison and The Leona Group were interviewed. The Leona Group was selected.

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

Proposed Duration of the Contract: This Agreement shall have a primary term coterminous with the existing Charter between Sponsor and Organizer, subject to (i) earlier termination pursuant to this Agreement and (ii) continued sufficient state funding ("Primary Term"). For the purposes of this Agreement, "academic year" shall mean fiscal year beginning July 1 and ending June 30 of each year.

Responsibilities: TLG shall be responsible and accountable to the Organizer for the administration, operation, management and performance of the Academy in full compliance with the Law, the Charter and Sponsor Policies. The Academy is relying upon TLG to cause the Academy to be managed and operated in full compliance with the Charter, the Law and Sponsor Policies. Notwithstanding the indemnification covenant, or any other provision in this Agreement, the Sponsor shall not have the authority to assert claims against TLG as a third party beneficiary or in any other manner other than as provided in this Agreement.

The Board shall exercise good faith in determining whether to adopt the recommendations of TLG including, but not limited to, TLG's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets to enable TLG to implement the school design, consistent with this Agreement. The Board, however, retains all right to exercise its judgment in accepting or rejecting TLG's recommendations, and failure to adopt such recommendations shall not be considered a breach of this Agreement.

The employment contract with the School Leader, as well as the duties and compensation of the School Leader, shall be recommended by TLG, consistent with the budget and the Charter. This notwithstanding, the School Leader shall, at all times, be responsible for serving as liaison for the Organizer and the Academy with the public and the University. In addition, the School Leader and TLG will have the authority to select and hold accountable the teachers in the Academy.

The Organizer expressly retains the right to exercise its judgment in accepting or rejecting TLG recommendations and its rights, responsibilities and authority for policy setting, strategic planning, budgeting, the educational program and overall oversight, monitoring and supervision of the charter school.

The Academy will pay TLG an annual fee equal to ten (10%) of Organizer's State Unrestricted Basic Grant related to the Academy for each academic year ("Management Fee"), payable in monthly installments.

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

A draft of the proposed management contract is included in appendix.

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

The Board, pursuant to the Law and in accordance with the Charter, shall be accountable for the overall oversight, monitoring and supervision of the Academy and shall be responsible for the establishment and/or approval of all Academy strategic planning, policies and budgeting. The Board will receive reports on academics, finances, personnel, and necessary updates at the monthly meeting school board meetings. The board will review, discuss and make necessary modifications to any issues as necessary.

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

Signed disclosure forms from each board member are included in appendix.

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

The Leona Group has been the ESP for TLJA since 2002 and has been authorized to do business in Indiana.

Network Vision, Growth Plan & Capacity

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

1. Provide, as **Attachment 9**, the organization's 5-year business plan addressing the plan for network expansion in Indiana (and in other states, if applicable). If no business plan has been developed, please answer the remaining questions in this section. **NOTE: Experienced CMOs and ESPs are required to submit business plans containing all components of a traditional business plan. There is no page limit for this attachment.**

Timothy L. Johnson Academy has not developed a business plan.

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

The strategic vision of the Board of Directors is to develop Timothy L. Johnson Academy into a consistently high achieving academic academy; parents and community engaged and invested in the school operations and success; a broad range of additional educational experiences available to students and parents during the evening, weekends and summertime. The projected number of students K-8 is 600 in five years. The board is interested in exploring the option of adding high school grades to TLJA if the K-8 program continues on a strong, positive track.

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

Timothy L. Johnson Academy has had a positive budget and cash flow for the past ten years. In addition, the school has consistently exceeded the student enrollment goals and has had waiting lists which could not be accommodated because of building capacity. With this history, TLJA has demonstrated the capacity to support and ensure the quality and long term success of the academy.

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

The TLJA growth plan is focused on K-8 first and then adding high school grades. Adding additional schools is not a priority until the sustained success of TLJA is assured and its growth targets have been achieved.

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

The greatest anticipated risk and challenge to achieving the desired outcomes at TLJA will be finding and securing the right people: with passion, training, heart, perseverance, commitment to fulfilling the vision and mission of Timothy L. Johnson Academy

Network Management

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

Centralized support services provided by the ESP include: human resources; budget and finance; grants; monthly school leader and instructional coach meetings; additional services as needed – public relations, media services, food service, facility, legal counsel, and special education. The TLJA board reviews the services being provided at the monthly board meetings and during regular phone/email exchanges. Adjustments are made to services provided as the need arises.

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

Function	Network/ Management Organization Decision-Making	School Decision-Making
Performance Goals	Board with advice of ESP, School Leader, and appropriate staff	School Improvement Team (SIP), School Leader
Curriculum	Board based on recommendation from SIP, School Leader	School Improvement Team, School Leader
Professional Development	Board based on recommendation from SIP, School Leader	School Improvement Team, School Leader
Data Management and Interim Student Assessments	Board based on recommendation from SIP, School Leader	School Improvement Team, School Leader
Grade Level Promotion Criteria	Board based on recommendation from SIP, School Leader	School Improvement Team, School Leader
Culture	Board based on recommendation from SIP, School Leader	School Improvement Team, School Leader
Budgeting, Finance, and Accounting	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Student Recruitment	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
School Staff Recruitment and Hiring	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team

Function	Network/ Management Organization Decision-Making	School Decision-Making
HR Services (payroll, benefits, etc.)	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Development	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Community Relations	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Information Technology	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Facilities Management	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Vendor Management / Procurement	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team
Other operational functions, if any	Board based on recommendation from, ESP & School Leader	School Leader & Leadership Team

3. Provide, as **Attachment 10**, the following organizational charts:
 - a. Network as a whole, aligned with the 5-Year Business Plan
 - b. School-level organizational chart for School 1 in Year 1, and also at Full Capacity

NOTE: Limit attachment to five (5) pages.

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

SECTION II: SCHOOL DESIGN

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

EDUCATION PLAN

Curriculum and Instructional Design

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

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

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

The basic learning environment at Timothy L. Johnson Academy is one of extended family. The feeling of cooperation and support is strong. We all eat breakfast together, recite the pledge and creed together, and begin our day with a feeling of community. At any time of the day, if a teacher steps out into the hallway, someone is always there to ask, "Do you need help?" Parents and community members regularly come to help serve breakfast, help out at recess, or just read with students. There are high expectations for behavior and academics. Students dress in uniform, have hallway procedures, and monthly rewards for good behavior, on-time homework, and attendance. This "Champion Challenge" gives students an attainable goal toward which to work, and everyone helps everyone else remember why we are here and what we want to accomplish.

Timothy L. Johnson Academy teachers, assistants, and interventionists use a variety of instruction methods in order to meet the needs of all students. Using best practices, teachers differentiate instruction to meet the varied abilities and styles of learning in their classroom. Small, flexible grouping is used in reading and math instruction. Our current reading series, Rigby's Literacy by Design, incorporates small groups into its programming, providing students with a variety of small group reading materials that link to whole group, language and writing instruction. As a result of differentiating reading instruction, more students are meeting and exceeding reading grade level goals on classroom reading benchmarks and TRC assessments in the DIBELS Next assessment program. Teachers in grades K-2 use their DIBELS data to group students, to change their instruction, and to monitor learning. Teachers in grades three through eight use NWEA data to inform their instruction and act as a guide to flexible grouping and targeting intervention students.

MClass math assessments are used in grades K-2 to monitor student learning. Teachers of older students use NWEA data as a monitoring tool. Small groups and math centers allow for teachers to focus and/or review a variety of standards without being redundant for students ready to move on, while remediating students not

quite there. Also, daily intensive instruction in math problem solving has made Problem Solving one of our school-wide strengths on ISTEP+. Not only are students encouraged to solve problems, but they are also encouraged and taught to find different ways to solve the problem. Teachers have discovered that intentionally focusing on the variety of ways to answer a single question has improved student confidence and has encouraged students to take risks when problem solving.

Teachers at TLJA also incorporate the C.L.A.S.S. model into their classroom's daily routine. C.L.A.S.S. stands for Connected Learning Assures Student Success. The theory behind the C.L.A.S.S. model is students who can connect learning to the world around them will understand and retain information. The use of integrated instruction, theming practices, and life skills will increase the success of each student. Literacy is embedded into all aspects of the daily routine. Students are greeted with a welcome message and a task every morning, procedures are reviewed and posted, students meet in a Community Circle on a daily basis, monthly lifelines (character skills) are studied. All of these actions lead to building a brain-based learning environment that helps students connect what they are being taught to their world. It is a common occurrence at TLJA to pass by a group of students discussing respect or self-control or to hear one student remind another to follow procedures so the next activity can begin.

Teachers at all grade levels complete a Time and Content Grid, pacing the core academic standard areas throughout the year. Then they complete a Planning Sheet and Pacing Guide for each academic quarter. The guides evidence the alignment between the curriculum taught in the classroom and the standards required and assessed by the state. Teachers in grades 3-8 use the state curriculum maps to guide their pacing to align with Acuity and ISTEP+. The state does not have curriculum maps to align with testing for first and second grades, so the standards and resources provided by the state are used as a resource in aligning our curriculum with the state standards. Kindergarten and first grade use the Common Core Standards mapped by the state to guide their planning and pacing of curriculum. The guides include big ideas, essential questions, vocabulary, alignment with Acuity, Indiana Academic Standards/Common Core Standards, assessments, core program alignment, products/performances/activities, instructional strategies, ideas for differentiation, and the quarters and weeks of instruction. Teachers then follow the guides as they complete lesson plans, making adjustments as necessary for students for optimum learning.

Teachers in grades K-5 use Rigby Literacy by Design, Pearson Math, Harcourt Social Studies, and FOSS and Delta Science Kits. Middle Grades use Holt Literature and Language, Pearson Math, Apologia Science, and Harcourt Social Studies. All teachers use a variety of supplemental teaching resources, as well as the Internet, to add to their lessons, ensuring students are taught to a rigorous level. The instructional strategies employed by staff and teachers at Timothy L. Johnson Academy have been chosen for their effectiveness with high risk populations, and we have seen student growth nearly every year.

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

We have found that students respond well to small group and individual instruction. TLJA teachers will continue to utilize flexible small groups to provide differentiated instruction to all students. Students will be grouped according to DIBELS, MClass math, or NWEA data. Students who need an extra boost in reading are

scheduled to work with an interventionist thirty minutes daily. These meetings are not just extra classwork, but fun activities that reinforce learning. Twelve interventionists, nine with bachelor's degrees, meet students in hallways, the media center, alcoves, and the main office. Anywhere children can gather is used as a place of learning. This year, we have utilized professional development emphasizing how to use music in daily classroom instruction. Teachers are incorporating chants, songs, and rhythms and rhyme to engage and further understanding of difficult concepts.

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

Our vision is to fully utilize the forty acres surrounding the school building where TLJA is located. We plan to have community gardens, animals for which the children are responsible, and community involvement in building not only outside resources, but our media center as well. Our media center, or Hope Center, as we call it, should be stocked with books and computers for not only the use of our children, but their parents and the community as well. We have no resources to make this a reality, but a parent/teacher group has taken on the challenge, and are meeting to overcome obstacles and make our vision a reality.

4. As Attachment 11, provide a core curriculum scope and sequence by subject, for each grade level proposed, that demonstrates clear alignment with Indiana's Academic Standards and the Common Core. The scope and sequence should clearly reflect how the school's curriculum is integrated across subjects and grade levels served, and how it will result in proficiency. **NOTE: Limit attachment to thirty (30) pages.**

Pupil Performance Standards

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

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

Students in eighth grade will be promoted on the basis of their performance on NWEA and ISTEP+, and mastery of grade level standards. All report cards at Timothy L. Johnson Academy are standards based, and grades reflect mastery of individual standards as the year progresses.

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

The school's policies and standards for promoting students from one grade to the next are based on the students' performance on standardized testing and the mastery of grade level standards. The report card is based on each grade level's standards, and student grades reflect mastery or non-mastery. This has been communicated to parents at parent/teacher conferences, which are conducted three times yearly. Every teacher is expected to confer with 100% of their students' parents/guardians every conference.

School Calendar and Schedule

1. Provide, in **Attachment 13**, the school's proposed calendar for the first year of operation, as well as the weekly schedule of classes. Provide an overview of academic and non-academic programs, as well as the total number of instructional days in an academic year. Note the length of the school day, including start and dismissal times. Detail the number of instructional hours/minutes in the day for core subjects such as language arts, mathematics, science, and social studies. **NOTE: Limit attachment to ten (10) pages.**

School Culture

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

The culture of Timothy L. Johnson Academy is one of acceptance and welcome. Students are greeted at the door with a hug or a warm hello by one or more staff members. Parents and community members are regular sights in our school, and there is a large sense of belonging. We believe that we are a family, and we try to act that way whether we are in front of the children or not.

Students first have to know their teacher cares about them before any real learning takes place. Students know what is expected of them in the hallways and in the classrooms. The entire school follows the same procedures, and the Champion Challenge, a points system that allows students to earn behavior points, provides rewards at the end of the month. Another aspect of the TLJA culture is one of servant leadership. The staff, teachers, and leadership are truly at school every day to be of service to our children and their parents. Everyone pitches in to get things done. You can see staff washing tables in the cafeteria, staff helping to serve lunch and supervise the playground, and interventionists staying after school to coach flag football. If someone needs to be away from their desk and the phone rings, it's always answered. If a child spills juice on his shirt during lunch, we have a clean one. If a seventh grader missed the bus, we will go get him. If a third grader forgot his dollar for dollar jeans day, someone pays it. If a first grade student comes to school out of sorts, hungry, missing supplies, or just plain tired, we take care of it. These are ALL our children, and our children deserve our best.

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

Culture like ours doesn't develop in a few months or years. It has been nurtured and supported for the entire eleven years of our existence. We talk about customer service every day; we build community every day, and we live this value in front of our children every day. It is discussed at staff meetings, parent meetings, and student council meetings. If we need to make an error, we always err on the side of making things easier for students.

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

A student's day in lower elementary begins with a greeting at the door by Mr. Bollier, or Mr. Terry. The child walks to the cafeteria and sits with his class to have breakfast. The entire lower elementary grades, K-2 rise as one to say the Pledge of Allegiance, and then the Timothy L. Johnson Creed. Birthdays are announced. The students finish their breakfast, then walk to their class following hallway procedure. Students accomplish their morning work, have whole group instruction, then the ninety minute reading block. Language Arts and writing instruction occur during the morning routine. Students then go to recess, followed by lunch, then a read aloud

time. After story time, there is a sixty minute math block, social studies, science, and health are taught on alternating days. Students have music, gym, and media center time one time weekly. Students pack up their belongings and are dismissed to either the busses or the front of the building for pick up by their parents/guardians.

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

The teacher day begins at 7:30, which is their planning/collaboration time. Teachers report to the cafeteria (for lower elementary students) to help with breakfast and collect their students. Teachers teach until 11:15, which is their lunch, which many use for more planning and collaboration, and pick up their students at 12:05. They teach until 3:00, and may leave the building at 3:30. Almost no one leaves at 3:30. It is not unusual for teachers to stay after school to offer tutoring, coach a sport, or just work in their rooms. Teachers have access to the building round the clock, and it is not unusual for teaching staff to work on the weekends.

Supplemental Programming

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

Summer school will be offered to the students who failed to pass the IRead3 exam. This will be a small number of students who will receive very small group instruction and specialized instruction. The children will also be exposed to cooking classes, have some fun in the gym, and learn some neat things about science. Summer school will be three days a week for the months of June and July. The program is grant funded.

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

Currently, the school offers cross-country, basketball, flag football, and cheerleading in after school programs. Many coaches are volunteer workers, and some of the teachers and staff bought the equipment for the students to use. In the future, the school would like to plant gardens, raise animals, and build structures on the forty acres of ground we have. We would likely have to work slowly as we can afford certain things. We would also work to get donations from the community and surrounding areas.

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

One of our interventionists, hired recently, has a degree in counseling. When children seem to have a special need for someone to talk to, she is there to help.

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

We believe everything we do is student focused. Students named the flag football teams and chose the colors, student council planned the seating for the Christmas Program, students operated a small store with snacks (to be purchased at the end of the day only) to pay for their end of school field trip. Students will, hopefully, plant, hoe, and harvest the gardens, care for the animals, and work to beautify our school grounds. Students will all sit

together under the trees to eat our final picnic of the year together, and students will come back again next year to help each other learn and grow.

Special Populations and At-Risk Students

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

The mission of Timothy L. Johnson Academy is to serve the needs of high risk students. TLJA has the highest Complexity Index in the state which indicates that the composition of our student population reflects the vision of the academy. TLJA has thirty seven students identified as special needs and three ENL students.

2. Explain how the school will identify and meet the learning needs of students with mild, moderate, and severe disabilities in the least restrictive environment possible. Specify the programs, strategies and supports you will provide for students with mild, moderate, and severe disabilities, including:
 - a. How the school will identify students with special education needs.
 - b. The specific, evidence-based instructional programs, practices, and strategies the school will employ to provide a continuum of services, ensure students' access to the general education curriculum, and ensure academic success for students with special education needs.
 - c. How the school will regularly evaluate and monitor the progress and success of special education students with mild, moderate, and severe needs to ensure the attainment of each student's goals set forth in the Individualized Education Program (IEP).
 - d. If applicable, the school's plan for promoting graduation for students with special education needs.
 - e. How the school will provide qualified staffing for students with special education needs.

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

Students are identified as special needs through either the RTI (Response to Intervention) process, or the recommendation process. TLJA fully complies with Article 7 with respect to timelines, paperwork, and testing of students regardless of the method used for recommendation, and guarantees FAPE for each student. IEP's are studied by general education teachers, and if questions arise about a child's placement, the appropriate meetings are held within the timelines and parameters given. Teachers will have an Article 7 refresher training on April 26, 2013.

Specialized services, such as speech and PT are handled on a contracted basis. Students are seen by our special education teacher daily as stipulated by their IEP.

Progress monitoring is accomplished by use of DIBELS, NWEA, ISTEP+, IMAST, and Acuity testing. Goal setting is done during the yearly IEP meeting, and older students are asked their input on their goals for the coming year. Currently, all special needs children are being serviced on a pull out schedule, with the rest of their instruction

taking place in the general education classroom. Students will be promoted as appropriate at the completion of their grade level or the achievement of their educational goals. We employ two special needs teachers and one aide.

3. Explain how the school will meet the needs of English Language Learner (ELL) students, including:
 - a. How the school will identify ELL students.
 - b. The specific instructional programs, practices and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students.
 - c. How the school will assess and monitor the progress and success of ELL students, including exiting students from ELL services.
 - d. How the school will provide qualified staffing for ELL students.

We have three identified ENL learners. Upon registration of a child before school or mid-year, parents complete a Home Language Form. If information indicating the language spoken at home is something other than English, the Johnson Academy will comply with the requirements of the state. Students will be assessed on the English language proficiency using the LAS-Links assessment, and then provided educational services to those students identified as English Language Learners. ELL students are evaluated annually with the LAS-Links assessment.

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

TLJA has a strong focus on providing appropriate interventions for all students. Using data from DIBELS, ISTEP+, NWEA, and in some cases, Acuity, students are identified quickly and placed into small groups for interventions, reading, and math instruction. Students are progress monitored at the very least monthly, to check their progress. Students who are not achieving with the help of one interventionist are occasionally placed on another's roster to see if the "chemistry" between student and adult is better. The groups and placements are constantly changing and shifting as students move in and out of groups. Students learn to work and learn with nearly everyone in their class, as everyone has at least one problem spot in their understanding of the standards. Parents are also recruited to join the team by checking homework, expecting their children to Play Thirty/Read Thirty, and attending parent/teacher conferences. Members of the community attend school weekly to read to students, or spend time with them on the playground or in the lunchroom. The inclusion of music classes this year has also modified teacher's methods of instruction, as they are beginning to use strategies learned during music PD to integrate rhythms and "beats" into their instruction. In the future, the use of more hands-on and project based assignments will provide increased engagement and better achievement for our students.

5. Explain how the school will identify and meet the needs of intellectually gifted students, including:
 - a. The specific evidence-based instructional programs, practices, strategies, and opportunities the school will employ or provide to enhance their abilities.
 - b. How the school will provide qualified staffing for intellectually gifted students.
 - c. How the school will assess and monitor the progress and success of intellectually gifted students.

Students identified as "gifted" are provided after school experiences and summer school experiences. Strategies provided through CLASS training are utilized by qualified TLJA staff. Students are monitored and assessed using NWEA, Acuity and teacher assessments.

Student Recruitment and Enrollment

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

NOTE: Limit attachment to ten (10) pages.

ADMISSIONS POLICY

Requirements relating to admissions shall be strictly observed:

- Enrollment shall be limited to students legally residing in Indiana
- The Academy shall not discriminate on the basis of intellectual or athletic abilities.
- The Academy shall not discriminate on the basis of "measures of achievement or aptitude."
- The Academy shall not discriminate on the status as a handicapped person or any other basis that would be illegal for an existing school district.
- Siblings of enrolled students shall have guaranteed enrollment and shall take preference over other students.
- The Academy shall provide for the education of its pupils without discrimination as to religion, creed, race, sex, color or national origin.
- The Academy shall comply with all state and federal civil rights laws.
- The Academy shall not charge tuition (but may charge fees in the same manner as existing public schools including fees for textbooks).
- The Academy shall not enroll any student who is not a legal resident of the state, except a foreign exchange student.
- The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues.

The admission process will begin on the Monday closest to March 25. If the number of applicants for a classroom exceeds the number of positions available, a random selection lottery shall be held on or about April 30 except for the first year when it will be held on the third Thursday in July. The open enrollment period will be not less than three weeks in duration. The random selection drawing shall be open to the public, and the Academy will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings during the school year for which the student applied.

For classrooms with available positions, late applications shall be accepted until July 15 of every year. Applicants

will be enrolled in order of application date. If the number of applications for the remaining classroom positions exceeds the number of positions available, students shall be placed on a waiting list for any available positions.

If applications are still on a waiting list at the conclusion of the school year in which they applied, they must resubmit an application for the following year no later than April 15. Once children are enrolled, they will remain eligible to be enrolled in the Academy for successive years without having to re-enter the selection process. They must, however, enroll for the subsequent year no later than April 15.

The following procedures, at a minimum, shall be followed to enroll eligible students:

- Notice of the enrollment period and application process will be designed to inform the persons most likely to be interested in the Academy. The time periods offered to those persons interested in enrollment and interview processes will include some evening and weekend times. If the Academy has more applicants than available space, it will select students (from among qualified applications) using a random selection method. The Academy will give a priority to siblings of students already enrolled and to students enrolled and admitted in the prior year.
- The Academy will accept applications year-round. If applications exceed positions available, April 15 of each year shall be the deadline for applications to be drawn by random selection. The Academy will mail applications to anyone requesting an application by telephone.

The Academy Board will provide notice of enrollment by:

- mailing written notice of the enrollment period and an application to all families who inquire about the Academy's enrollment; and
- posting written notice of the enrollment period at the school leader's office; and
- posting written notice of the enrollment period at public buildings, such as libraries, post offices, etc. within Fort Wayne.

Student Discipline

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

Timothy L. Johnson Academy Discipline Policy

Building Rules

1. Respect each other and one another's property.
2. Listen and follow directions.
3. No name calling or foul language.
4. Walk when moving through the building.
5. Keep your hands and feet to yourself.
6. Wear your uniform every day.
7. Bring all required supplies to school.

Timothy L. Johnson Academy Creed

I accept the challenge to be the best that I can be.
I have great expectations for myself.
Yesterday's mistakes are behind me.
Today's successes are now before me.

I am respectful, safe, and prepared.
I am here to learn, therefore,
I will do everything to keep my teacher teaching,
and everyone, myself included, learning.
As a Timothy L. Johnson Academy student,
I accept the challenge!

Student Discipline

All students must abide by the rules and regulations of Timothy L. Johnson Academy Creed. Teachers will handle difficult situation with students by involving parents and administration in the development of effective discipline methods. Students may receive in-school or out-of-school suspension or have activities/privileges taken away at the discretion of the school leader.

Violations of the creed and building rules will facilitate the following:

- First Offense – verbal warning
- Second Offense – phone call home
- Third Offense – parent conference with school leader
- Fourth Offense – suspension (in-school or out-of-school)
- Students may be sent to Time-Out if appropriate.

Positive Behavior Plan

Students earn up to 5 points per day for behavior, work, and attitude. Each week, teachers will reward students in their classroom for earning a certain number of points. Each month, students who earn 80% of their points for the month will receive a reward such as activities or prizes. Students earning 90% of their points for the quarter and not having more than five missing or late assignments receive a Citizenship Award at the end of the quarter.

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

NOTE: Limit attachment to ten (10) pages.

Parents & Community

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

East Allen County Schools	Grades K-12	Enrollment 9,452	PL 221 2009-12 Grade D, C, C
Paul Harding Jr High School	Grades 7-8	Enrollment 259	PL 221 2012 Grade D
Southwick Elementary	Grades K-5	Enrollment 492	PL 221 2009-12 Grade C, C, C
Imagine Broadway	Grades K-5	Enrollment 443	PL 221 2009-12 Grade F, F, F
Abbett Elementary	Grades K-5	Enrollment 278	PL 221 2009-12 Grade C, C, C
Miami Middle School	Grades 6-8	Enrollment 778	PL 221 2009-12 Grade C, D, D
Timothy L. Johnson	Grades K-8	Enrollment 302	PL 221 2009-12 Grade B, B, D

ISTEP Spring 2012 Similar Schools Subgroup Comparison					
Code	School ID	School Name	ELA % Pass	Math % Pass	ELA & Math % Pass Both
	1539	Timothy L. Johnson Academy	53.3%	50.5%	30.1%
EACS	301	New Haven Middle School	57.4%	49.2%	37.7%
FWCS	176	Harrison Hill Elementary Sch	53.6%	47.3%	37.5%
FWCS	119	Jefferson Middle School	46.7%	48.4%	36.1%
FWCS	217	Northcrest Elementary School	51.4%	38.9%	34.5%
EACS	255	East Allen County Schools	47.1%	44.5%	33.3%
EACS	81	Heritage Jr/Sr High School	43.3%	48.4%	33.3%
EACS	281	Hoagland Elementary School	51.9%	40.7%	33.5%
EACS	43	Prince Chapin Academy	45.2%	43.5%	32.4%
EACS	294	Paul Harding Jr High School	44.1%	43.3%	31.5%
FWCS	221	Francis M Price Elem Sch	70.4%	33.3%	29.6%
FWCS	149	Bloomington Elementary Sch	52.4%	42.9%	28.6%

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

The small, family friendly atmosphere where each student and parent is welcome; where a culture of respect and academic success is embraced; where community members are engaged; where parents exercise choice: this is unique and compelling about Timothy L. Johnson Academy. Enrollment projections have been met or exceeded each year.

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

Parents are welcomed and encouraged to be a part of the TLJA family. Parents in Action give interested parents the opportunity to become involved in the discussion, planning and implementation of TLJA programs and operations today and in the future.

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

Community agencies provide annual, on site assessment and follow-up service for hearing, dental, vision, and flu mist. Students and parents are involved in regular visits to the local library, museums, children’s zoo, and nature preserve. Local artists provide art, music and dance experiences.

5. Provide, as **Attachment 16**, evidence of demand from the community and support from community partners, which may include letters of intent and/or memoranda of understanding, and should specify the resources to be committed or contributed from the partner, as applicable. **NOTE: Limit attachment to 25 pages.**

Performance Management

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

1. Each school authorized by Education One will be evaluated according to a consistent set of indicators and measures agreed upon between the applicant and the authorizer and included in the Charter Agreement.. Apart from these indicators and measures, what other goals will students at the school be expected to achieve?
NOTE: Goals must be specific and measurable, and must include a timeline by which the school will determine whether or not students have successfully achieved these goals.

Timothy L. Johnson Academy will be evaluated according to a consistent set of indicators and measures agreed upon between the applicant and the authorizer and included in the Charter Agreement. Apart from these indicators and measures, the other goals that students at Timothy L. Johnson Academy will be expected to achieve will be those set between themselves and their classroom teacher based on their initial testing scores, issues, and struggles at the beginning of the year.

Teachers in grades K-2 will identify each student’s area of need and then help that student create an attainable, but still lofty, goal. Teachers will help students keep track of their mClass:Reading, mClass:Math, fluency, or other teacher identified assessment score, based on the student’s individual goal.

Teachers in grades 3-8 will help students identify their own areas of need by discussing scores, identifying weak areas, creating goals, listing ideas to improve, and periodically checking back with students to check progress. Teachers will use a variety of assessments such as Acuity, teacher-made, curriculum-based, and fluency assessments.

Goals for students at all grade levels will be set and progress will be monitored at least quarterly. For students receiving any type of special services, progress will be monitored on a more frequent basis. Depending on the student, they might be expected to reach their goal by the next quarter and then set a new goal, or by the end of the year.

2. In addition to mandatory state assessment and testing requirements (IST EP+, IREAD -3, IMAST , IST AR, and ECA, as applicable), identify the primary interim assessments the school will use to assess student

learning needs and progress throughout the year (e.g., DIBELS, Acuity, TABE).

Timothy L. Johnson Academy has been using DIBELS to assess the acquisition of early literacy skills for many years. DIBELS is a quick, accurate assessment in which growth is closely monitored. Since the state has mandated that we use Wireless Generation, which incorporates the DIBELS measures, to assess all K-2 students, our choice of assessments has been validated. We are currently using Wireless Generation's updated version, DIBELS *NEXT*, including TRC.

Timothy L. Johnson Academy is also familiar with Acuity testing through CTB McGraw-Hill. For the past several years, students in grades 3-8 have taken Diagnostic Acuity and most recently the CMA-Acuity. For the 2013-2014 school year, we opted for Predictive Acuity. As a staff, we found Diagnostic Acuity was not providing consistent, accurate data. Therefore, it was providing us with ineffective information. We decided the change of format from diagnostic to predictive would help teachers with progress monitoring, students could easily identify their growth, and motivation would increase.

NWEA Map Math, Reading, and Language Usage assessments are also given to students in grades 3-8 twice a year. Students look forward to the spring assessment when they are able to show their growth for the year.

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

Timothy L. Johnson Academy will collect and analyze student academic achievement data at a variety of levels. The classroom teacher will collect, analyze, and review with the student, individual student level information. Student testing, writing samples, and other informative papers will be placed in a portfolio, kept, and passed on to the next teacher.

Curriculum coaches for designated grade levels will collect, analyze, and review with classroom teachers and grade levels, classroom and grade level information. Curriculum coaches will also keep watch on individual student data and step in or be available for assistance if necessary. Classroom data will be kept on file by the coaches for reference.

The Director of Academics will meet with curriculum coaches and analyze and review classroom and grade level data. The director will combine classroom and grade level data to create school wide data, which will then be passed back to coaches and teachers.

Through this process, ideas for improving instruction, refining best practices, raising motivation and engagement percentages, and ultimately increasing learning will be discussed and circulated. It will be the responsibility of the Director of Academics to "report" at staff meetings based on data information coming from teachers and coaches. Depending on the requirements of the data information, the director might call an all school brainstorming session, meet with a few teachers, or a grade level. The director might ask for one or two teachers to present something that is really working in the classroom to improve learning. Formats will vary, but the purpose will be the same – use data to improve academic instruction and student learning.

4. Describe the information system the school will use to manage student performance data. Identify the staff member(s) who will be responsible for warehousing the data, interpreting the data for classroom

teachers, and leading or coordinating professional development to improve student achievement.

The Testing Coordinator typically houses all of the test scores for students K-8 and is available to help teachers interpret data. Grade level curriculum coaches assist teachers in interpreting student and classroom data. School level data is never given to staff members without assistance in interpretation to ensure no one has a misunderstanding about where the school stands. Data analysis professional development is coordinated by the Director of Academics, Curriculum Coaches, and the Testing Coordinator.

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

Using a variety of training resources, IDOE, WebEx's, conferences, book studies, as well as working with each other, will help leaders and teachers at Timothy L. Johnson Academy improve their analysis, interpretation, and usage of performance data to improve student data. We would welcome the chance to partner with another entity to have a fresh perspective on data analysis, interpretation, and usage.

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

Timothy L. Johnson Academy follows the Curriculum Map Aligned Acuity test, following the state's guide for pacing of standards. Students in grades 3-8 take an Acuity Pre-Test in math and language arts at the beginning of the quarter. Teachers teach the recommended standards for the quarter and then assess the students growth at the end of the quarter by taking the Acuity Post-Test. This allows us to see areas needing reteaching and remediation on a more frequent basis than previously available.

Students in grades K-2 are progress monitored based on their DIBELS assessment results. Intervention strategy and intensity is modified based on monitoring results.

SECTION III IMPLEMENTATION PLAN

Note:

As used in this application, the term "organization" applies to any applicant or partnership among groups applying to replicate a school model in Indiana. Thus, it may include an existing school proposing to replicate; an existing school network or CMO applying directly for a charter; a governing board proposing to contract with an education service provider (ESP); or other entities and arrangements. *In the case of an applicant proposing to contract with a service provider, applicants should provide requested information for both the governing board and the ESP, as applicable.*

Network-wide Staffing

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

	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools	1	1	1	1	1
Number of middle schools	1	1	1	1	1
Number of high schools	0	0	0	0	0
Totals schools	1	1	1	1	1
Student enrollment	350	400	450	450	500
Management Organization Positions					
School Leader	1	1	1	1	1
Director of Academics	1	1	1	1	1
Consultant	1	1	1	1	1
Assistant School Leader			1	1	1
Total back-office FTEs	2	2	2.5	2.5	3
Elementary/K-8 School Staff					
	Year 1	Year 2	Year 3	Year 4	Year 5
Principals	1	1	1	1	1
Assistant Principals			1	1	1

Add'l School Leadership Position 1 [specify]					
Add'l School Leadership Position 2 [specify]					
Add'l School Leadership Position 3 [specify]					
Classroom Teachers (Core Subjects)	17	18	18	19	20
Classroom Teachers (Specials)	1	1	2	2	2
Student Support Position Social Worker, Parental Involvement	1	1	1	1	1
Student Support Position Student Mentor]	1	1	1	1	1
Specialized School Staff 1 Director of Academics	1	1	1	1	1
Specialized School Staff 2 Intervention Coordinator	1	1	1	1	1
Teacher Aides and Assistants	6	6	7	8	8
School Operations Support Staff	3	3	3	4	4
Total FTEs at elementary schools	32	33	36	39	40

High School Staff

Principals					
Assistant Principals					
Deans					
Add'l School Leadership Position 1 [specify]					
Add'l School Leadership Position 2 [specify]					
Add'l School Leadership Position 3 [specify]					
Classroom Teachers (Core Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 [e.g., Social Worker]					
Student Support Position 2 [specify]					

School Leadership & Staff Hiring, Management and Evaluation

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

Not Applicable

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

Staffing needs are identified in April following the development and approval of the proposed budget. Vacancies are filled by first looking at current, qualified staff; then at high quality potential staff based on network referral; then at respondents to IDOE job board postings. All candidates are interviewed by key TLJA staff members and previous job references are checked.

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

The school leader is responsible for the operation of the school, including the staffing plan. Because the school leader in a charter school has responsibilities of a traditional principal and superintendent, it is crucial that there be highly effective support staff members in key roles. The Director of Academics, Intervention Coordinator, and TLJA Consultant are three such positions. Two innovative instructional techniques that are priorities for next year are project learning based on STEM, animal care, and gardening; and distance learning.

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

All employees are evaluated annually; first year employees are evaluated twice. The school leader evaluates all staff; The Leona Group Regional Vice President drafts the school leader evaluation and it is approved by the TLJA board.

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

Unsatisfactory job performance is addressed by identifying the performance issue, talking with the staff member about the issue, developing a plan to remedy the issue, observing and evaluating the effectiveness of the remedy, providing feedback to the employee, and adjusting the plan if necessary. If the job performance issue is severe or if the remedy proves ineffective, then a corrective action plan is written, monitored, and evaluated.

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

The compensation plan is developed by the school leader based on the budget; local salary structures for similar positions; quality of performance; and additional, "above-and-beyond" contributions to the academy. A generous fringe benefit package is provided to employees adhering to all current local, state and federal requirements.

Professional Development

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

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

The Leona Group conducts monthly school leader meetings which include valuable networking and sharing time as well as quality staff development focused on current issues.

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

TLJA staff members participate in annual staff development sessions one week prior to school beginning and in full-day professional development six times throughout the school year. Timothy L. Johnson Academy's Professional Development Plan is directly aligned with strategies found in the School Improvement Plan. Professional development activities enhance educator's knowledge within one or more of the following areas: a) expectations, b) curriculum content, c) classroom instruction, d) classroom assessment, e) extra help, f) guidance, and g) the learning environment. The Professional Development Plan was written by teacher-leaders and includes activities that will help teachers develop the knowledge and skills needed to successfully implement the strategies listed in the SIP. The plan includes a variety of formats for professional development. Activities have been embedded in the school day as appropriate. The plan also includes activities designed to provide teachers with feedback over time.

The professional development plans included in the SIP include training teachers and staff on Study Island, a computer based program designed to meet kids at their level and move them forward, discussing expectations of the parent education component of the parent involvement programs, a parent-teacher conference workshop, using rubrics and comparing sample with 6+1 Trait Writing, C.L.A.S.S. literacy training, peer coaching, setting, reviewing and revising staff goals, and reviewing staff expectations.

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

The 2013-14 TLJA School Calendar identifies the professional development days scheduled throughout the year. In addition, weekly staff meetings include professional development activities and presentations. Intervention planning/training meetings take place regularly during grade level plan times and during teacher plan times.

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

“Strategy data” is collected for comprehensive strategies that identifies the degree to which the strategy has brought about positive change in adult practices. Each SIP strategy is supported by a Strategy Chair who is responsible for writing (with support from colleagues) a strategy plan including on-going professional development activities, anti-resistance, and evaluation activities, provide on-going mentoring to their colleagues in the implementation of the strategy, analyzing the effectiveness of the strategy and making a recommendation to the faculty with respect to whether or not the strategy should be sustained.

Start-Up & Operations

Not Applicable

Facility Plan

Timothy L. Johnson Academy plans to continue the current lease/purchase arrangement with East Allen County Schools (EACS); purchasing the former Village Elementary School building when EACS exercises this option.

Budget & Finance

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

Purchasing procedures and payroll procedures are administered by The Leona Group (TLG) Finance Department and Human Resources Department under the direction of the Timothy L. Johnson Academy Board of Directors. All invoices and payroll timesheets are signed by the school leader, approved by the board, reviewed by TLG for budget and compliance, and then processed by TLG.

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

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

The contingency plan would be to utilize the TLJA fund balance to meet the financial needs. The fund balance at the end of this fiscal year is expected to be approximately \$423,000.

- b. Explain how the school will ensure it has sufficient funds to cover all anticipated expenses, including but not limited to: (a) start-up costs, (b) any special education costs incurred, (c) any transportation costs necessary to ensure the school will be accessible for all enrolled students, and (d) required retirement plan contributions.

The TLJA board closely monitors the monthly financial reports: current budget to actual; current cash forecast statements; and current fund balance.

SECTION IV: INNOVATION

Education One is particularly interested in applicants that propose school models with strong potential to accelerate student success through dramatically different school designs, instructional strategies, uses of technology, staffing models, governance arrangements, family and community engagement strategies, and other approaches.

Innovation

Summarize the innovation(s) embodied in the proposed school design and/or implementation plan. The summary should include, at a minimum, the following:

- An explanation of how the proposed model is fundamentally different from typical school models,
- Any available evidentiary basis for the efficacy of the model or for the ideas underlying the model,
- An explanation of how the model will still permit the ICSB to hold the operator to the same high accountability standards to which it holds all authorized schools.

Description of Innovation(s)

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

Teaching

Innovative school models can increase access to excellent teaching and rigorous and challenging academic programs for all students, including those in rural areas.

Key elements include:

- Use of staff roles, technology, compensation structures, and/or other aspects of school design and/or implementation to enable the school to reach more students with excellent teaching;
- Identification of the adult(s) accountable for each student's outcomes, and clarity on adult roles and duties; and
- Financial sustainability over the long-term within budgets available from per-pupil funding

The key elements above would not be met, for example, through class-size reductions alone or by simply shifting student time from teachers to technology. One example of school models that can be used to meet these key elements can be seen at opportunityculture.org/reach/.

Technology

In addition to its uses to increase access to excellent teaching (above), technology can be used to personalize learning through digital content and the strong collection and application of student data.

Key elements include:

- Enabling students to use technology as a learning tool for a significant portion of the school day;
- Use of technology and computer-adaptive learning systems to personalize and differentiate instruction; and

- Financial sustainability over the long-term within budgets available from per-pupil funding

Examples of innovative uses of technology include using cutting-edge software to tailor instruction and using real-time data to inform instructional needs. This category of innovation does not include hardware purchases alone (e.g., one-to-one laptop programs; interactive whiteboards); it requires thoughtful integration of hardware and software into the school design and implementation plan.

Time

Some innovative models can fundamentally alter school schedules and calendars to dedicate more time to high-value academic work.

Key elements include:

- Changing schedules to give students more quality academic time; and
- Financial sustainability over the long term within budgets available from per-pupil funding

Examples include highly structured extended school days and school years that maximize use of students' academic time, and models that enable students to control a significant portion of their own learning time (often in conjunction with technological innovations). Innovation in this area must include more than simply adding time to the day or days to the school year; it requires thoughtful use of that time to improve student outcomes.

Other Innovations

The three categories above are not exclusive. An applicant may propose a model centered on innovation in curriculum, instructional strategies, assessment, governance, family and community engagement strategies, or other areas, or in a combination of two or more areas.

Everyone involved with Timothy L. Johnson Academy is committed to building a strong community in the Village neighborhood located in southeast Fort Wayne. Although our children show growth every year, as evidenced by the NWEA and DIBELS data, our staff, administration, and board expect to move to a higher level of instruction and achievement. Recognizing that no two children learn the same way, Timothy L. Johnson would like to incorporate a hands on component to our lessons to get children away from paper and pencil assignments, and to foster learning in real life situations. Our efforts will be centered in the following three areas:

A. Curriculum

1. Community Service-As citizens of the community, city, and world, TLJA students will be expected to perform community service hours as part of their course of study. In the event that a high school develops, the Senior Project will be an integral part of the graduation requirements. These "citizen jobs" will direct student attention away from their own situations, and allow them to see themselves as part of a community.

2. Agriculture: Rather than considering vegetables as something that only come from Kroger, TLJA students will have experience with community gardens on the grounds of the school. The myriad ways

teachers can use growing things in classrooms will be explored. Not only can the gardens, both ornamental and kitchen, benefit the students during the growing cycle, but the produce and flowers grown can benefit and beautify the community at large.

3. Animal Husbandry: Learning how to care for a live animal can engender responsibility, compassion, and connection. Timothy L. Johnson Academy plans to expose our children to live chickens, rabbits, and, possibly, horses. The students will learn to care for them, and the privilege will be earned.

4. Cooking classes: Taking the vegetables and herbs from our gardens, students will learn to prepare easy, quick, and nutritious meals for themselves. Many of our children cook for themselves and siblings in the evenings before parents arrive from work, and making sure they can accomplish this task in a safe and healthy manner is our goal. Considering that recipes are generally small experiments in chemistry, children can learn many scientific principles just baking cupcakes.

5. The Hope Center: The library at Timothy L. Johnson is a room waiting to be transformed. Our dream is to have the library, or Hope Center, as many have taken to calling it, open well into the evening for the use of our parents, students, and community. We would like to offer GED classes, college classes, and classes in how to help students with homework. Staff would be on hand to advise patrons on research techniques, what books are appropriate for different ages, and how to help students struggling with algebra or fractions.

6. Physical Education: Again, the vision for Timothy L. Johnson Academy to change our neighborhood, and consequently, our students' lives continues with the plans for physical education of students, parents, and the community. The defunct YMCA should be revitalized and our children taught to swim. Affordable fitness classes would be offered, and neighborhood sports teams formed. Those students with athletic prowess need to be able to hone their skills and experience the acquisition of new ones. Martial Arts, archery, dance, and track and field skills will be introduced.

B. Collaboration

1. Professional Development: All teachers feel somewhat isolated as they prepare and provide instruction. This isolation is compounded for charter schoolteachers since common planning time is rare, and the need for collaboration sometimes gives way to more pressing day to day tasks. The teachers and administration would benefit from discussion with colleagues at any level, and the students would benefit from the free flow of ideas. Providing this collaborative environment to our staff is a vital next step toward moving instruction to the next level.

2. With the help of the Trine University School of Education faculty and students, our staff could have access to new teaching methods, ideas, and coursework. Working together, the two groups would find avenues of excitement and adventure in the quest to make our lessons relevant, hands on, and meaningful for our students. The Trine staff would find a wealth of data to use in research studies and professional journal articles, the Trine students would find a challenging and rewarding environment to hone their skills, and the TLJA staff would be supported and encouraged by experts.

3. Access to technology is always a challenge at cash-strapped charter schools. While Timothy L. Johnson is able to provide computer access to our children when needed, nothing they see or do is more cutting edge than what they could experience at their local library. In our vision, students would have

access to cutting edge technology, and would be able to gain some familiarity with hardware more sophisticated than a laptop or tablet. Using technology to lay out our gardens, build chicken coops, or measure the amount of rainfall needed to make our crops grow would not only enhance the hands on experience for our students, it would set their sights on something other than the NBA as a career choice.

4. Student Engagement: The presence of college students and professors in our school would mean the world to our parents and students, many of whom have never contemplated higher education as a choice. Seeing that people from a university are just like they are would change the culture in our building forever. Student engagement would soar as the staff had more time to offer one on one instruction to everyone, not just those who need extra help. Seeing that “cool kids” are interested in grades and being responsible might be the extra lesson some of our students need to step up their involvement in school. The benefits of just the presence of Trine University cannot be measured.

C. STEM

We at TLJA want our students excited about science, technology, engineering, and mathematics at an early age. We, however, do not have expert staff members to help us fuel this initiative. The faculty and students at Trine could help us revitalize our instruction and get children excited about STEM. After school activities in something other than sports could give children who normally go home and watch TV or play video games another outlet. LEGO league, robot building, weather station, Crash and Burn Chemistry Club, are just some of the ideas we’ve had. We’re hoping the university will bring their ideas to the table too.

D. Strategic Planning

It is the dream of the board of Timothy L. Johnson Academy to provide the best learning experience for the children enrolled, but also to make a positive impact on a community ignored and discarded. To that end, part of our “wish list” includes the following:

1. A master plan to use the entire forty-acre complex, including the old YMCA, the former Village Middle School, and our current home, Village Elementary School. We look out over the grass and trees and see gardens, animal hutches, and parking for busses. We also see sports fields and park-like settings for the community and our students to enjoy. We would be grateful for the help of faculty at Trine University to map out this plan and put it on paper.

2. Our students currently eat food from a catering service provider. We have a commercial kitchen at Village that is not utilized. We need help writing a business plan that included using this commercial kitchen, not only for our students, but for the community at large. If this plan can include vegetables grown in our own gardens, all the better.

3. Although many of our students receive subsidized health care, it would be a blessing to the community to have a health center that offers “one stop shopping” in our complex. Making sure students have their immunizations, vision and hearing screenings, and an open door policy for people in the neighborhood would go a long way toward bringing this community back to life. Social services

would also be available at our medical center.

4. Parental and Community Partnerships: Making sure that we keep parents and the community involved in what we are doing is a big part of the success of TLJA. We want to do more toward making our school a place of learning for the whole community. We have some partnerships in the making with the Ikon family, but would also like to partner with local businesses and employers in the area. Trine's influence might open doors to us that have previously been closed.

Through its eleven years, the Timothy L. Johnson Academy has remained true to its mission and vision of providing a choice to the families who wish to have their children enrolled in a small, caring, supportive environment. Our school is a safe place, has parental support, and a committed staff and board. What is missing is a partner to help us not just look at best practices, but next practices. We see our school as a beacon of learning in an abandoned community and believe that Trine University is the partner we need to continue to offer quality education to not only our students, but their parents and the members of the community in which we reside. Together, we can change lives.

SECTION V. PORTFOLIO REVIEW & PERFORMANCE RECORD

Note:

As used in this application, the term "organization" applies to any applicant or partnership among groups applying to replicate a school model in Indiana. Thus, it may include an existing school proposing to replicate; an existing school network or CMO applying directly for a charter; a governing board proposing to contract with an education service provider (ESP); or other entities and arrangements. *In the case of an applicant proposing to contract with a service provider, applicants should provide requested information for both the governing board and the ESP, as applicable.*

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

1. As **Attachment 21**, provide a summary of **every school** in the organization's portfolio (**including every charter school managed by the proposed ESP partner, if applicable**) in an Excel workbook. Please include the following information for every school:
 - Year opened;
 - City/location and school contact information;
 - Contact information for the authorizer;
 - Number of students and grade levels served;
 - The following student demographic and socioeconomic data: free/reduced-price lunch status, race/ethnicity, Special Education, and English Language Learner;
 - The year in which the contract with the ESP commenced and/or ended (if applicable);
 - State assessment results for the past five years by grade level in English/Language Arts and Mathematics; and
 - Growth and/or value-added results for the past five years by grade level in English/Language Arts and Mathematics. Please indicate what instrument (e.g., NWEA, state growth model) was used to determine the growth and/or value-added results.
 - *For High Schools Only:*
 - 4-year graduation rates;
 - College and career readiness indicators, such as: the number and percent of graduating students taking and passing Advanced Placement or International Baccalaureate exams; and
 - The number and percent of graduating students who have enrolled in post-secondary institutions. If the school has not historically collected such data, please briefly explain this.

NOTE: There is no page limit for this attachment. If an operator or ESP manages multiple schools, please include one introductory worksheet in the Excel workbook summarizing state assessment results, growth and/or value-added data, and (if applicable) high school graduation rates and college and career readiness indicators, by school for the past five years.

2. Select one or more of the consistently high-performing schools that the organization operates and discuss the school's academic performance. If possible, select a school with similar demographics to the targeted Indiana student population described in your application.
 - Be specific about the results on which you base your judgment that the school is high-performing. Include student achievement status, growth, absolute and comparative academic results, as available.
 - Discuss the primary causes to which you attribute the school's distinctive performance.
 - Discuss any notable challenges that the school has overcome in achieving its results.

- Identify any ways in which the school's success has informed or affected how other schools in the network operate. Explain how the effective practice, structure or strategy was identified and how it was implemented elsewhere in the network.

The Timothy L. Johnson Academy Board of Directors does not wish to replicate a school that is managed by The Leona Group (TLG). Rather, TLJA has a unique vision and mission among schools who have contracted with The Leona Group. In fact, TLG was selected as the ESP because it provides support to schools with unique visions and missions.

3. Select one or more of the organization's schools whose performance is relatively low or not satisfactory and discuss the school's academic performance. If possible, select a school with similar demographics to the targeted Indiana student population described in your application.
 - Be specific about the results on which you base your judgment that performance is unsatisfactory. Include student status, growth, absolute and comparative academic results, as available.
 - Describe the primary causes to which you attribute the school's problems.
 - Explain the specific strategies that you are employing to improve performance.
 - How will you know when performance is satisfactory? What are your expectations for satisfactory performance in terms of performance levels and timing?

See 2. comments.

4. For all schools operating in the State of Indiana, provide the following as **Attachment 22**: (a) the last three years of audited financial statements for the school; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011) for the organization and any related business entities. Be sure that the school level, ESP/CMO level, and the overall operations are distinctly represented. **NOTE: There is no page limit for this attachment.**
5. For the organization as a whole and any related business entities, provide the following as **Attachment 23**: (a) the last three years of audited financial statements and management letters; and (b) the most recent internal financial statements including balance sheets and income statements (at least through the end of June 2011). Be sure that the ESP/CMO level and the overall operations are distinctly represented. **NOTE: There is no page limit for this attachment.**
6. List any contracts with charter schools that have been terminated by either the organization or the school, including the reason(s) for such termination and whether the termination was for "material breach."

The TLJA Board of Director is not aware of any contracts that have been terminated by either the school or the organization.

7. List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the organization and explain.

None

8. Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the organization in the last three years, and how such deficiencies or violations were resolved.

None

9. Identify any current or past litigation, including arbitration proceedings, by school, that has involved the organization or any charter schools it operates. Provide the following as Attachment 24: summary of the following information: (a) the demand, (b) any response to the demand, and (c) the results of the arbitration or litigation. NOTE: Limit attachment to ten (10) pages.

None

CHARTER SCHOOL BOARD MEMBER INFORMATION

(To be completed individually by each proposed board member for the charter holder)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, Education One, L.L.C. requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve:
Timothy L Johnson Academy
2. Your full name: Rev. Mike L Nickleson
3. Brief educational and employment history. (No narrative response is required if resume is attached.)
 Resume is attached (current). Senior Pastor Mt. Calvary Baptist Church 27 years Education Baptist Bible College, Nazarene Bible, Buxton University, Grolier Business School,
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
Served on various boards, including One Church Offender, Associated Churches, Drug and Alcohol Consortium, Inner City Health Fair, Central City Housing Trust, Mayor's advisor Community Board, General Missionary Convention Board of Directors, Founder of many community programs
5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?
x Yes Don't Know/ Unsure

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
 I / we do not know any such trustees. X Yes We have a current Board
2. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I / we do not know any such persons. Yes

3. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.

I / we do not anticipate conducting any such business. Yes

4. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.

Not applicable because the school does not intend to contract with an education service provider or school management organization.

I / we do not know any such persons. Yes

We currently use the Leona Group

5. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

N/A. I / we have no such interest. Yes

No interest

6. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

N/A. I / we or my family do not anticipate conducting any such business. Yes

No

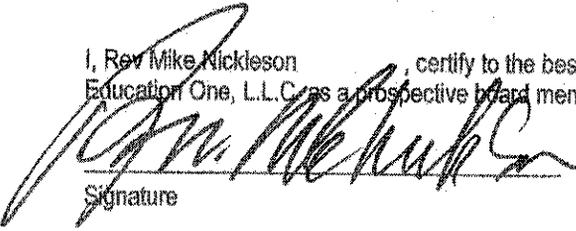
7. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

Does not apply to me, my spouse or family. Yes

8. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. None. Yes

Certification

I, Rev Mike Nickleson, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C as a prospective board member for TLJA Charter School is true and correct in every respect.


Signature

4/15/13
Date

CHARTER SCHOOL BOARD MEMBER INFORMATION

(To be completed individually by each proposed board member for the charter holder)

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Background

1. Name of charter school on whose Board of Directors you intend to serve:
The Timothy L. Johnson Charter School.
2. Your full name: Rev. Vernon R. Graham.
3. Brief educational and employment history. (No narrative response is required if resume is attached.)
 Resume is attached.
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
Included with Resume.
5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?
 Yes Don't Know/ Unsure

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
 I/we do not know any such trustees. Yes We have served together on the Timothy L. Johnson Charter School Board for the past 11 years. Associated Churches was a co-sponsor of the Academy when it began 11 years ago.
2. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

- I / we do not know any such persons. Yes
3. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
 I / we do not anticipate conducting any such business. Yes
4. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not intend to contract with an education service provider or school management organization.
 I / we do not know any such persons. Yes The Leona Group has been our educational provider For the past 11 years.
5. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
 N/A. I / we have no such interest. Yes
6. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
 N/A. I / we or my family do not anticipate conducting any such business. Yes
7. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.
 Does not apply to me, my spouse or family. Yes
8. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. None. Yes

Certification

I, Rev. Vernon R. Graham, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C. as a prospective board member for the Timothy L. Johnson Charter School is true and correct in every respect.

Rev. Vernon R. Graham
Signature

April 12, 2013
Date

CHARTER SCHOOL BOARD MEMBER INFORMATION

(To be completed individually by each proposed board member for the charter holder)

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The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve:

Timothy L. Johnson Academy

2. Your full name:

IAN M. ROLLAND

3. Brief educational and employment history. (No narrative response is required if resume is attached.)

Resume is attached.

Retired Chairman & CEO of Lincoln Financial Group

4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

*USF - Board Member
Trine University - Board member
DePauw University - Board member*

5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?

Yes Don't Know/ Unsure

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.

I/we do not know any such trustees. Yes

2. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I/we do not know any such persons. Yes

3. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
 I / we do not anticipate conducting any such business. Yes

4. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not intend to contract with an education service provider or school management organization.
 I / we do not know any such persons. Yes

5. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
 N/A. I / we have no such interest. Yes

6. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
 N/A. I / we or my family do not anticipate conducting any such business. Yes

7. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.
 Does not apply to me, my spouse or family. Yes

8. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. None. Yes

Certification

I, Ian M. Rolland, certify to the best of my knowledge and ability that the information I am providing to Education One, L.L.C. as a prospective board member for _____ Charter School is true and correct in every respect.

Ian M. Rolland

 Signature

4-12-2013

 Date

CHARTER SCHOOL BOARD MEMBER INFORMATION

(To be completed individually by each proposed board member for the charter holder)

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Background

1. Name of charter school on whose Board of Directors you intend to serve:

Timothy K Johnson Academy

2. Your full name: Deborah Ann Stewart

3. Brief educational and employment history. (No narrative response is required if resume is attached.)

Resume is attached.

4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have a doctorate in Management and Organizational Leadership. I also serve on several other community boards.

5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?

Yes Don't Know/ Unsure

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.

I / we do not know any such trustees. Yes

2. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I / we do not know any such persons. Yes

CHARTER SCHOOL BOARD MEMBER INFORMATION

(To be completed individually by each proposed board member for the charter holder)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, Education One, L.L.C. requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the founding group behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve:
Timothy L. Johnson Academy
2. Your full name: Kelly Leigh Updike
3. Brief educational and employment history. (No narrative response is required if resume is attached.)
 Resume is attached.
4. Describe any of your previous experiences that are relevant to serving on the charter school's board (including other board experience, or any experience overseeing start-up or entrepreneurial ventures). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
I have been serving on the Johnson Academy school board for several years. I have experience in working for a public school district as well as for a charter school management company. I run a nonprofit and serve on other nonprofit boards, in addition to Johnson Academy, and am well-versed in nonprofit responsibilities as well as responsibilities such as financial stewardship, fundraising and programming.
5. Do you understand the obligations of a charter school's Board of Directors to comply with Indiana's Public Access laws, including the Open Door Law for Board meetings?
 Yes Don't Know/ Unsure

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
 I / we do not know any such trustees. Yes – I know the other board members because I have served on this board for several years. I also knew Rev. Nickleson, Rev. Graham and Mr. Rolland from my work at Fort Wayne Community Schools, as they were strong community activists then, too.
2. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of an entity). If so, indicate and

describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I / we do not know any such persons. Yes

3. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
 I / we do not anticipate conducting any such business. Yes
4. If the school intends to contract with an Education Service Provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
 Not applicable because the school does not intend to contract with an education service provider or school management organization.
 I / we do not know any such persons. Yes – I worked for the Leona Group, which currently manages Johnson Academy. I also had worked with some of the Leona Group staff when I worked for Fort Wayne Community Schools. I did not join the board, however, until more than one year after leaving Leona Group.
5. If the school contracts with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
 N/A. I / we have no such interest. Yes
6. If the school plans to contract with an Education Service Provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
 N/A. I / we or my family do not anticipate conducting any such business. Yes
7. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.
 Does not apply to me, my spouse or family. Yes
8. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board. None. Yes

Certification

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


Signature

4/14/13
Date

EDUCATION ONE, L.L.C. - CHARTER SCHOOL APPLICANT

Statement of Assurances

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

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

11. Recipients understand that Education One, L.L.C. may revoke the charter if it deems that the recipient is not fulfilling the academic goals and/or fiscal management responsibilities outlined in the charter.

Signature from Authorized Representative of the Charter School Applicant

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

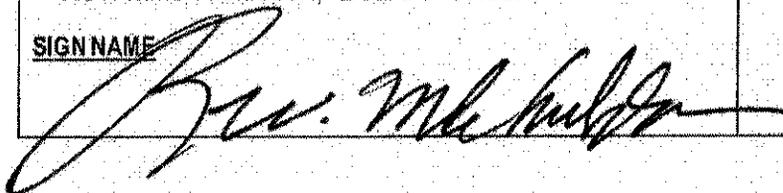
PRINT NAME & TITLE

Rev. Mike Nickleson, Board President

DATE

April 12, 2013

SIGNATURE



Rev. Mike Nickleson

3329 Heritage Drive, Fort Wayne, IN 46806
(260) 456-2821

Family

Wife – Dorthy, 5 children, 13 grandchildren

Service

1985- 2008 Senior Pastor of Mt. Calvary Missionary Baptist Church

Community

2004 – 2008 President of the Interdenominational Ministerial Alliance, Fort Wayne
1985 – 2008 Member of the Interdenominational Ministerial Alliance, Fort Wayne
1999 – 2008 Leader of the Annual Dr. Martin Luther King Jr. Service, Fort Wayne
1989 – 2008 Committee Member of the One Church, One Offender Program
1996 – 2008 Board of Directors for Associated Churches
2002 – 2008 President of the Timothy L. Johnson Academy Board of Directors
1985 – 2008 Advisor to the Fort Wayne Police Department and Fort Wayne Judicial System

Other Community Activities

Fort Wayne Community Schools Yellow Ribbon Committee for Building Renovations
Fort Wayne Community Civil Rights Advocate
Parent Advocate for East Allen County Schools

Recognitions:

The Martin Rupp Award from the Lutheran Foundation (2007)
The Associated Churches Peace and Justice Award (2007)
The Fort Wayne Renewal Ministries Award for Leadership (2004)
The Institute for Organizational Effectiveness Award of Excellence (2004)
The Intentional Ministerial Alliance Pastor of the Year (2003)
The Faith Worker Award from the City of Fort Wayne (2003)
The Ian and Merna Holland Award from the East Wayne Street Center (2002)
The Metro Youth Sports Community Service Award (2001 & 2000)
The Rev. Crawley Award from the Intentional Ministerial Alliance (1999)
The President's Award - from the N.A.A.C.P. (1998)
The Majorie Wickliffe Award - from the N.A.A.C.P. (1994 and 1999)
The Pastor's Uniting Award for Leadership (1998)
The CROC Walk Hall of Fame Award from Church World Service (1994)
The Associated Churches Ecumenical Service Award (1994)

Board Memberships:

Current:

The Timothy L. Johnson Charter School (Vice President) - 2008
The United Way Executive Director's Council - 2008
Love Indeed Inc. Board of Directors - 2008
The Intentional Ministerial Alliance Foundation Board of Directors - 2008
The Federal Emergency Management Act Committee - 2008
The Indiana Partners for Christian Unity and Mission - 2008
The Intentional Ministerial Alliance Membership - 2008
The Worker's Project - Northeast Indiana Central Labor Council - 2008
The N.A.A.C.P. Membership - 2008
The Interfaith Hospitality Network - Advisory Committee - 2008

Other Responsibilities:

Adjunct Professor of advanced course in Urban Ministry at
Taylor University in 2002 and 2004.

Kelly L Updike

Professional Experience

Executive Director

June 2006 – present, Embassy Theatre Foundation, Fort Wayne, IN

- Responsible for all aspects of nonprofit historic theater operations, including staff, administration, marketing, programming, production, facility maintenance and preservation, fundraising, box office.
- Manage 15 staff and report directly to volunteer board of directors (21 members).
- Responsible for \$1.5 million annual operating budget.

Director, Communications & Marketing

March 2002 – May 2006, The Leona Group, East Lansing, MI

- Directed all levels of communications for national charter-school company, with emphasis on corporate communications and marketing 48 schools located across four states; increased student enrollment by 27 percent.
- Managed department staff of four and oversaw schools' personalized marketing budgets while developing and implementing marketing strategies for school enrollment/retention/growth.
- Developed and implemented communication strategies for parents, employees and communities through print, advertising, electronic, video, radio, speeches, presentations, reports, Web initiatives.
- Served as company spokeswoman with news media and as coach for leadership interviews.

Manager, Media Relations

August 2000 – March 2002, Lincoln Financial Group, Fort Wayne, IN

- Provided local, state, national media and public relations management for Lincoln Annuities, largest division of Lincoln Financial Group.
- Designed and managed \$4 million national advertising/media campaign and overall messaging for key company product initiative - a new annuity option in the industry.
- Initiated and implemented \$1 million IRL racing sponsorship.
- Fulfilled responsibilities of department head during director's absence.
- Wrote and produced all types of communications, including speeches, ads, video, presentations, Internet, publications and marketing materials.

Manager, Video & Multimedia Design (electronic communications)

June 1998 – July 2000, Lincoln Financial Group, Fort Wayne, IN

- Produced and managed video, multimedia and Internet projects and their budgets for all affiliates.
- Managed project workflow, assured quality control standards, cost-recovery for nine-member area.
- Marketed multimedia, electronic, video communication services and meeting support to corporation.
- Supervised and hired full-time staff and contracted workers with film, audio, technical expertise.
- Led strategic projects, including restructuring of \$1 million Lincoln Collection and creation of award-winning videos.

- Covered architecture, sciences, fine arts departments.

Education

Ball State University

- Bachelor of Science degree, journalism (public relations sequence), 1982.
- Graduated cum laude and from Honors College program.

EDUCATION

- 1966 Leo High School
- 1970 Indiana University Fort Wayne, B.S. in Education
- 1974 Indiana University Fort Wayne, M.S. in Education
- 1984 Indiana University Fort Wayne, Elementary Administration and Supervision

CAREER

Fort Wayne Community Schools

- 1970 Teacher, Grade 6, Pleasant Center Elementary
- 1971-1974 Teacher, Grades 5-6, Weisser Park Elementary
- 1975 Administrative Intern, Bunche Elementary, Riverside Elementary, Bloomingdale Elementary
- 1976-1978 Principal, Hoagland Elementary
- 1979-1991 Principal, Weisser Park – Whitney Young Arts Magnet Elementary
- 1992-1998 Area Superintendent, South Side Area Schools and North Side Area Schools

The Leona Group

- 1999 – Present Regional Vice – President, Timothy L. Johnson Academy School Leader

CAREER HIGHLIGHTS

- 1988 Indiana PTA Principal of the Year
- 1989 Weisser Park Magnet School – National Exemplary School
- 1990 Indiana Principal Leadership Academy
- 1990 Indiana Art Educators Principal of the Year
- 1991 National Gallery of Art Scholar

Tardy Ubelhor
2164 A Greenbriar Drive
Henderson, Kentucky 42420

PROFILE

Experienced educator looking for challenging work in a student centered and supportive environment.

EXPERIENCE

Principal, North Middle School, Henderson, KY July 2010-May 2012

Responsible for all aspects of school from business to human resources to instruction. Handled discipline, professional development for staff and other duties as assigned by the superintendent.

Field Representative, Charter School Office, Ball State University September 2007-June 2010

Acted as resource and oversight for twelve charter schools. Worked with school boards and school leaders on accountability and adherence with Indiana Open Door Law. Proofread the Annual Accountability Report, wrote and proofread correspondence for schools from the Office of Charter Schools, organized new amendment process to streamline approvals from the office, worked on new policies, and helped proofread and rewrite old ones. Rewrote and proofread the new charter proposal document.

Emmerich Manual High School, Indianapolis Public Schools, Indianapolis, August 1995-September 2007

Worked as high school English teacher. Worked as teacher leader in a small school setting, worked as assistant department head for the English department. Worked in the dean's office and as the attendance clerk. Trained student teachers.

Brylane, LLP, Indianapolis, IN August 1989-August 1995

Worked as a Systems Development Specialist and Training Supervisor. Handled all mainframe systems development and training for new computer system fixes and updates for a twenty-four hour/seven day a week catalog company. Wrote and directed all training efforts, did troubleshooting for computer issues, worked extensively with the management information systems department to design and test all new ordering screens and fixes for old ones.

PSI Institute, Indianapolis, IN August 1987-August 1989

Worked as an English and word processing instructor for a proprietary education company.

St. Joseph Elementary School August 1983-1985

Worked as an English and music teacher for a K-8 parochial school. Led music at mass, organized a student choir and a student newspaper.

Honors and Licensure

Academic Achievement Award, English, 1983 University of Southern Indiana

Indiana teacher's license, eligible for principal's license

Kentucky teacher's and principal's license.

Pastor Stephen L. Terry, Sr. is the senior Pastor of New Life Church of God since 1997. Prior to that taught 4th grade in Baltimore City, Maryland and Principal of Long Reach Christian Academy in 1991. Pastor Steve has been very involved in the greater Fort Wayne community and church for the past 13 years serving as board member, president, servant leader and project coordinator of several organizations:

East Allen County Schools, United Way Children & Youth, Value-Based Initiative, Dept. of Church Growth, One Church One Offering, FL Wayne Renewal Ministries, Board of Directors for Associated Churches, just to name a few. His passion is to develop leaders to reach their full potential in life.

I believe that Timothy L. Johnson Academy represents a life changing opportunity in the city of Fort Wayne for every student who will accept the challenge!

"The Best is Yet To Come!"

Stephen L. Terry Sr.

7629 Verona Dr. • Ft. Wayne, IN, 46816 • 260-413-7482 • stave@terry33@gmail.com

ELEMENTARY TEACHER & ADMINISTRATOR

1990 Mid America Christian University, B.A., Elementary Education & Pastoral Studies.

Core Competencies

- Instructional Leader
- Building Manager
- Classroom Management
- Creative Lesson Planning
- Curriculum Development
- Leadership Development
- School Discipline
- Standardized Testing/Scoring
- Learner Assessment
- Experiential Learning
- Instructional Best-Practices

Experience

1984 Eastern Nazarene University, Psychology

Relevant Courses: Intro. to Psychology, Communication Skills, Introduction to Counseling

1990 Mid America Christian University, B.A., Elementary Education & Pastoral Studies

2006 Huntington University Graduate 3 yrs. The program ended 2010.

Relevant Courses: Instructional Communication, Human Growth and Development, Conflict Management

Key Contributions:

College Admissions Officer

1988 - 1991

- Communicated effectively with multiple departments to plan meetings and prepare welcome packages for new students. Established strong relationships to gain support and effectively achieve results with college students.
- Entrusted to manage office of admissions. Provided timely, courteous and knowledgeable response to information requests; screened applications; and prepared official school correspondence.

4th Grade Teacher

Cecil Elementary Baltimore, MD

1991 - 1993

- Pled of an all boys' class know as "Project 2000." Our class room was visited by city councilman, honored by the Mayor.
- Selected by 100 men who sponsored College tours to Morgan State University and Howard University.

Administrator, Principal K3 - 5th

Long Reach Christian Acad., Columbia, MD

1993 - 1997

Senior Pastor

New Life Church Of God

1997 - Present

EACS Board

2001 - Present

Education & Credentials

Mid America Christian University, B.A.,
Elementary Education & Pastoral Studies, 1990



doctorates from Purdue University, University of St. Francis, DePauw University, Manchester, Tri State and Indiana Institute of Technology. He and his wife, Miriam, are the parents of five children.

National City Center

110 West Berry Street, Suite 2401
Office: 260 461-6285 Email: ian.rolland@verizon.net

Fort Wayne, Indiana 46802



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: JUL 20 2005

Timothy L. Johnson Academy, Inc.
c/o The Leona Group, L.L.C.
4660 S. Hagadorn Road
East Lansing, MI 48823

Employer Identification Number:
61-1417541
Person to Contact and ID Number:
Charles F. Kaiser III 50-380400
Toll Free Contact Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(1) & 170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
February 20, 2002
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2108 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

Relief is granted under section 301.9100 of the Procedures and Administration Regulations. Accordingly, your exemption under section 501(c)(3) is effective beginning on the date you were organized.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed information for Organizations Exempt Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Filings & Agreements

Enclosure: Information for Organizations Exempt Under Section 501(c)(3)



ARTICLES OF INCORPORATION / NONPROFIT CORPORATIONS

Form INC-100 (REV. 03-2015) Corporation Form No. 1 5-1 (please check)
Approved by State Board of Accountancy 10/05

STATE OF INDIANA
SECRETARY OF STATE
CORPORATIONS DIVISION
100 WEST WASHINGTON ST., ROOM 500
INDIANAPOLIS, IN 46204-0001
TELEPHONE: (317) 232-3377
FAX: (317) 232-3378
WWW.IN.gov

INSTRUCTIONS: 1. All nonprofit corporations created solely with the Internal Revenue Service and the Indiana Department of Revenue. It is strongly suggested you file not applicable to the 501(c)(3) rules below concerning 501(c)(3) status.
2. If filing fee \$100.00 must be paid to Indiana Secretary of State.
3. A state will require a completed application. Please see 501(c)(3) status.

ARTICLES OF INCORPORATION

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act"), executes the following Articles of Incorporation.

ARTICLE I - Name and Principal Office

Name of the Corporation: The name shall include the word "Corporation", "Incorporated", "Limited", "Company" or some of the aforementioned terms.
Timothy J. Johnson Academy, Inc.

Principal Office: The address of the principal office of the Corporation is:
 Post Office address:

The Lyons Group, LLC 4450 S. Sagamore Rd., Ste. 500	City: E. Lansing	State: Michigan	ZIP Code: 48823
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ARTICLE II - Purpose (optional)

The purposes for which the Corporation is formed are:
 See attached Exhibit A.

ARTICLE III - Type of Corporation (check one)

The Corporation is a:
 public benefit corporation, which is organized for a public or charitable purpose;
 religious corporation, which is organized primarily or exclusively for religious purposes; or
 mutual benefit corporation (not chosen).

ARTICLE IV - Registered Agent and Registered Office

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:
 Name of Registered Agent: **Radney S. Betzner, c/o Knieg DeVault LLP**

Address of registered office (street or building):

One Juliana Square, Ste. 2400	City: Indianapolis	State: Indiana	ZIP Code: 46204-2000
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ARTICLE V - Miscellaneous

Whether a corporation will have members: Yes No

(Continued on the reverse side)

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting

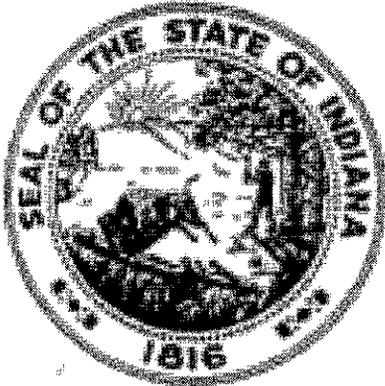
I, **ELIE ANNE GILBERT**, Secretary of State of Indiana, do hereby certify that I am, by name of the laws of the State of Indiana, the custodian of the corporate records and the proper officer to examine the same.

I further certify that records of this office disclose that

TRUSTEES L. BIRNBAUM ACADEMY, INC.

duly filed the corporate documents to commence business activities under the laws of the State of Indiana on February 20, 1962, and was in existence on the date of said business in the State of Indiana on July 16, 1962.

I further certify that **Non-Trade Districts Corporation** has filed its annual report required by Indiana law with the Secretary of State, or in not yet required to file such report, and that no notice of withdrawal, suspension or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 16th day of July, 1962.

Elie Anne Gilbert

ELIE ANNE GILBERT, Secretary of State

NOTARIAL PUBLIC

**BYLAWS
OF
Timothy L. Johnson Academy**

ARTICLE I

Name

This organization shall be called Timothy L. Johnson Academy (“TLJA”).

ARTICLE II

Form of Corporation

TLJA (the “School”) is organized as a non-profit, non-stock, directorship corporation. Timothy L. Johnson Academy is a public charter school, established in accordance with Chapter 3 of Article 20-5.5 of the Indiana Code. The sponsor of the School is Ball State University (the “University”).

ARTICLE III

Offices

Section 1. Principal Office. The principal office of the corporation shall be located in the city of , County of , State of Indiana.

Section 2. Registered Office. The registered office of the corporation may be the same as the principal office of the corporation, but in any event must be located in the state of Indiana, and be the business office of the registered agent, as required by the Indiana Nonprofit Corporation Act.

ARTICLE IV

Board of Directors; Meetings; Fiscal Year

Section 1. General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under any portions of the Indiana Code. The board may delegate such powers to the officers of the board and/or the educational management company of the School as it deems necessary.

Section 2. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University. Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors equaling at least the number of vacancies on the Board. The Board of Directors of the corporation shall elect members from the list of nominees at its next regular meeting taking place at least twenty (20) days following notification to the University of the nominees. When the nominations are forwarded to the University, they shall be accompanied by the nominees' resumes and criminal history background checks. The nominees shall be available for interview by the University Board or its designees. Nominations shall be deemed acceptable to the University unless otherwise notified prior to the regular meeting at which election(s) shall occur. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three years, 1/3 shall be appointed for a terms of two years, and the remainder shall be appointed for a term of one year. At the first meeting, the Board of Directors shall designate which members of the invited Board of Directors shall serve one (1), two (2), and three (3) year terms.

Section 4. Number of Directors. The number of members of the initial Board of Directors for the corporation shall be five (5). The number of members shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University.

Section 5. Qualifications. The Board members of the corporation must include a parent or guardian of a child attending the school. The Board shall not include (i) members appointed or controlled by another charter school; (ii) employees of TLJA; (iii) officials of the University; or (iv) employees of the educational management company. All Board members and prospective nominees shall submit results of national criminal history background checks. The Board may, at its sole discretion, pay for such background checks. No person's name shall be submitted for nomination to fill a vacancy on the Board until the Board receives the results of the national criminal history background check.

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. Any Director may be removed without cause by a two-thirds (2/3) vote of the Board of Directors of the corporation or by majority vote of the University Board of Trustees or for missing three consecutive scheduled regular meetings.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor may be appointed as provided in Section 2 of this Article.

Section 10. Regular Meetings. The Board of Directors shall approve a calendar of regular meetings each year in October. The calendar shall designate the date, time and place of regular meetings. The Board of Directors shall meet at least bimonthly. The Board of Directors may provide, by resolution, the time and place, within the state of Indiana, for the holding of additional regular meetings. The corporation shall provide notice of all regular meetings as required by the Indiana Open Door Law (IC 5-14-1.5).

Section 11. Executive Sessions. Executive Sessions may be held only for the specific instances enumerated in the Open Door Law (IC 5-14-1.5-6.1-b).

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any three or more directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Indiana for holding any special meetings of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Indiana. The corporation shall provide notice of all special meetings as required by the Open Door Law.

Section 13. Notice; Waiver. In addition to the notice provisions of the Open Door Law, notice of any special meeting shall be given at least forty-eight (48) hours prior to the special meeting by written notice, stating the time, date and place of the meeting, delivered personally or mailed or sent by telegram, fax or e-mail to each Director at the Director's personal residence or place of business. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 14. Quorum. A majority of the Directors of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Door Law.

Section 15. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 16. Board Vacancies. Any vacancy may be filled as provided in Section 2 of this Article.

Section 17. Compensation. By resolution of the Board of Directors, the Directors may be paid the expenses, if any, of attendance at each meeting of the Board of Directors. Expenses shall include travel expenses for attending Board meetings, costs associated with providing

materials for Board meetings, and other approved expenses. Directors shall not be provided remuneration for their services as Directors.

Section 18. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 19. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filling of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Open Door Law, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 20. Fiscal Year, Budget and Unified Accounting System. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the University policy and the Unified Accounting System prescribed by the State Board of Education and the State Board of Accounts.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers of the corporation at a duly noticed meeting prior to the beginning of the school year. Thereafter, the Board of Directors shall elect the officers annually at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be

held as soon thereafter as may be convenient. Each officer shall serve a two year term unless the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by a simple majority of the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting shall preside. The President shall be an *ex officio* member of all standing committees and may be designated chairperson of those committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Board of Directors.

Section 7. School Administrator. The School Administrator shall be the Chief Executive Officer of the corporation and shall be hired by the Board of Directors unless the Board contracts for the management of the school, in which case the School Administrator shall be hired by the management company. The School Administrator shall be an *ex officio* member of the Board and may, by resolution of the Board, chair any and all meetings in lieu of the President. The School Administrator shall not be empowered to vote.

Section 8. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Door Law, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member; and (e) perform all duties incident to the office of Secretary and other duties assigned by the School Administrator or the Board.

Section 9. Treasurer. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 10. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to

time be delegated or assigned to them by the officers or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 11. Salaries. Officers of the corporation, who are directors of the corporation, may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 12. Filling More Than One Office. Any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VI

Contracts, Loans, Checks and Deposits; Special Corporate Acts

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, including management contracts, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan or advance to or overdraft or withdrawal by an officer or member of the Board of Directors otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus public funds according to the laws of the State of Indiana.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. Any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII

Indemnification

Each person who is or was a member of the Board of Directors, or a trustee, director, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Indiana as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to

indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Indiana as they may be in effect from time to time.

ARTICLE VIII

Seal

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Indiana and the words "Corporate Seal" and "Timothy L. Johnson Academy."

ARTICLE IX

Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University. In the event that a proposed change is not accepted by the University, the University shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University by the corporation. The corporation may amend these Bylaws upon authorization from the University. Amendments to these Bylaws take effect only after they have been approved by both the corporation Board and by the University, its President or the University Board of Trustees.

These Bylaws were amended and adopted as and for the Bylaws of an Indiana corporation, by unanimous written consent of the Board of Directors on the _____ day of _____, 2002.

Secretary

EDUCATION ONE, L.L.C. - CHARTER SCHOOL APPLICANT

Statement of Assurances

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

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

Attachment 6: Board Member Information Sheet

See Exhibit: Board Member Information

0144.2

Board Member Ethics

As members of the Board of Directors, Board members will strive to improve public education and to that end they will:

- A. attend all regularly scheduled Board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- B. recognize that they should endeavor to make policy decisions only after full discussion at publicly held Board meetings;
- C. render all decisions based on the available facts and independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- D. encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community;
- E. work with the other Board members to establish effective Board policies and to delegate authority for the administration of the School to the School Leader;
- F. communicate to other Board members and the School Leader expressions of public reaction to Board policies and school programs;
- G. inform themselves about current educational issues by individual study and through participation in programs providing needed information;
- H. support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;

- I. avoid being placed in a position of conflict of interest, and refrain from using their Board positions for personal partisan gain;
- J. take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law;
- K. remember always that their first and greatest concern must be for the educational welfare of the students attending the public schools.

Source: Board of Directors, National School Boards Association.

0144.3

Conflict of Interest

Board members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. no Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the School;
- B. when a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.

If the pecuniary interest pertains to a proposed contract with the School, the following requirements must be met:

1. The board member shall disclose the pecuniary interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct pecuniary interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the School, the Board member shall make the disclosure in one of two (2) ways:
 - a.) In writing, to the Board president (or if the member is the Board president, to the Board secretary) at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings.
 - b.) By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The Board member must use this method of disclosure if his/her pecuniary interest amounts to \$5,000 or more.
2. Any contract in which there is a conflict of interest as defined by this bylaw and the related statute (M.C.L.A. 15.321 et seq) must be approved by a vote of not less than two-thirds (2/3) of the full Board without the vote of any Board member with a pecuniary interest.
3. The official minutes of the Board disclose the name of each party involved in the contract, the nature of the pecuniary interest, and the terms of the contract including the duration, financial consideration between the parties, facilities or services of the School included in the contract, and the nature and degree of assignment of School staff needed to fulfill the contract.

4. A Board member with a pecuniary interest in a contract may participate in discussion and vote on the contract to the extent that the Board member's participation is required by law, or two-thirds (2/3's) of the members are not eligible to vote and his/her vote is needed to constitute a quorum, providing the pecuniary interest is less than \$250 and 5% of the contract cost to the District and the Board member files a sworn affidavit to that effect with the Board. Such affidavit is to be made a part of the official minutes of the Board.

Attachment 8: Education Service Provider Information

- a. The Leona Group, LLC is a Lansing, Michigan-based operator of charter schools in Arizona, Florida, Michigan, Indiana, and Ohio. It started in Michigan in the early 1990s as a think tank called MPNE (Michigan Partnership for New Education), headed by founder Bill Coats and businessman Alfred Taubman, among others. It was part of the partnership that opened Detroit's Cesar Chavez Academy in 1995; not long after, it changed to its present name in honor of Leona Coats, Bill's mother.
- b. The Timothy L. Johnson Academy Founding Members conducted a review of education service providers during the time the application was being developed. The Leona Group and Edison Learning were interviewed by founding members. The Leona Group was chosen because of its commitment to urban education and its flexibility of educational support based on the vision of local founding members.
- c. A copy of the current management agreement is attached which provides requested information.
- d. The current management agreement serves as a draft of the proposed management contract.
- e. The Timothy L. Johnson Academy Board of Directors is responsible for the operation of Timothy L. Johnson Academy and reviews all aspects of the school operation at the monthly board meetings.
- f. There are no existing or potential conflicts of interest between the school governing board and the proposed service provider or any affiliated business entities.
- g. The Leona Group has been authorized to do business in Indiana and as done so since 2002.

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into effective as of July 1, 2012, ("Effective Date"), by and between The Leona Group, L.L.C., a Michigan limited liability company ("TLG") and Timothy L. Johnson Academy Inc., an Indiana nonprofit corporation (the "Organizer").

The following is a recital of facts underlying this Agreement:

Timothy L. Johnson Academy ("Academy") is a charter school located in Fort Wayne, Indiana, organized as a public charter school under the Indiana Charter school regulations, IC 20-5.5, *et seq.*

The Organizer has been issued a charter (the "Charter") by Ball State University (the "Sponsor" and the "University") to establish and operate a public charter school.

TLG is a limited liability company serving as a catalyst for school reform. TLG works to improve education through reform affecting all public schools by managing to quality charter schools.

The Organizer and TLG desire to work together to bring educational excellence and innovation to the Academy, based on TLG's school design and capacity to implement and manage comprehensive educational program.

The parties were previously parties to a certain Management Agreement dated July 1, 2009 (the "Previous Management Agreement") and desire to continue with management and operation of the Academy pursuant to the terms contained herein.

The terms and conditions of this Agreement are regulated by the Charter and certain Policies for Contracting with Educational Management Organizations set forth by the Sponsor, as amended from time to time ("Sponsor Policies"). The parties desire this Agreement to be in full compliance with the Charter and the Sponsor Policies.

Therefore, it is mutually agreed as follows:

Article I. CONTRACTING RELATIONSHIP

A. Authority. The Organizer represents that it is authorized by the Charter to contract with private entity and for that entity to provide educational management services. The Organizer further represents that it has been issued a Charter by the Sponsor to establish and operate a public charter school. The Organizer is therefore authorized by the Sponsor to operate the Academy and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement. Notwithstanding anything contained herein to the contrary, the Organizer, pursuant to the Law and in accordance with the Charter, shall be accountable for the overall oversight, monitoring and supervision of the Academy and shall be responsible for the establishment and/or approval of all Academy strategic planning, policies and budgeting. No provision of this agreement shall be deemed to interfere with the Organizer's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy or to prohibit the Organizer from acting as an independent, self-governing body. The Organizer expressly retains the right to exercise its judgment in accepting or rejecting TLG recommendations and its rights, responsibilities and authority for policy setting, strategic planning, budgeting, the educational program and overall oversight, monitoring and supervision of the charter school.

B. Delegating. Acting under and in the exercise of such authority, the Organizer hereby delegates to TLG, but to only the extent permitted by Law, the Charter and Sponsor Policies, and TLG agrees to perform, all functions relating to the provision of educational services and the management and operation of the Academy in accordance with this Agreement, the Law, the Charter and Sponsor Policies.

C. Status of the Parties. TLG is a limited liability company, and is not a division or a part of the Organizer. The Organizer is a nonprofit corporation and is not a division or part of TLG.

D. Independent Review. Independent legal counsel retained by the Organizer has reviewed this Agreement and has negotiated this Agreement in an arms-length transaction with TLG.

Article II. TERM

A. Primary Term. This Agreement shall have a primary term coterminous with the existing Charter between Sponsor and Organizer, subject to (i) earlier termination pursuant to Article VIII of this

Agreement and (ii) continued sufficient state funding ("Primary Term"). For the purposes of this Agreement, "academic year" shall mean fiscal year beginning July 1 and ending June 30 of each year.

B. Renewal. So long as the Charter between Sponsor and Organizer is renewed and/or extended, this Agreement may be renewed or extended after the Primary Term, but only by a written agreement to that effect signed by the Organizer and TLG ("Renewal Agreement"). Unless otherwise provided in the Renewal Agreement, the renewal term shall be subject to the same terms and conditions as applicable to the Primary Term.

Article III. FUNCTIONS OF TLG

A. Responsibility. Subject to Section B of Article I, the ultimate responsibility for compliance with the Charter rests with the Organizer. Notwithstanding the Organizer's responsibility, the Organizer and TLG agree to the following:

1. TLG shall be responsible and accountable to the Organizer for the administration, operation, management and performance of the Academy in full compliance with the Law, the Charter and Sponsor Policies. The Academy is relying upon TLG to cause the Academy to be managed and operated in full compliance with the Charter, the Law and Sponsor Policies. Notwithstanding the indemnification covenant in Section C of Article X, or any other provision in this Agreement, the Sponsor shall not have the authority to assert claims against TLG as a third party beneficiary or in any other manner other than as provided in Section C of Article X.
2. On and after the Effective Date, TLG shall be responsible for the day-to-day management of the Academy and shall diligently undertake such responsibilities in good faith, utilizing their best efforts and utmost care to serve the best interests of the Academy. In doing so, TLG shall comply with all of the obligations imposed upon TLG under this Agreement and shall additionally comply with all requirements placed on the Organizer and the Academy by the Charter and Sponsor Policies with respect to all services and responsibilities delegated to TLG under this Agreement.
3. TLG shall comply with all requirements imposed on Organizer under the Charter and Sponsor Policies, including but not limited to audit, reporting, and oversight requirements, as delegated to TLG under this Agreement.
4. TLG shall conduct its activities in a manner that is consistent with the Academy's statutory requirement to comply with the Indiana Open Door Law.
5. TLG shall participate and cooperate in compliance with any corrective action plan approved by the Sponsor to remedy any breach of the Charter that in any way involves services provided by TLG under this Agreement.
6. TLG is hereby granted such power and authority on behalf of the Academy as is reasonably necessary or appropriate to perform TLG's obligations under this Agreement, subject to the express limitation stated in this Agreement.

B. Educational Program. Consistent with the Law, the Charter, Sponsor Policies and the Academy Goals (as defined within the Charter), and with the prior consent and approval of the Organizer, the educational program(s) and program(s) of instruction ("Educational Program") provided by TLG at the Academy may be adapted and modified by TLG from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Organizer and TLG are interested in results and not inflexible prescriptions, but subject to the following: Before making any such adaptations or modifications, TLG shall first present such adaptations and modifications in writing to the organizer for consent and approval. The Organizer shall recognize the need for flexibility as well as the best interest of the Academy and its students, but always consistent with and in compliance with the Law, the Charter and Sponsor Policies, in approving or disapproving education program changes proposed by TLG's appointed School leader.

C. Specific Functions. Subject to and to the extent permitted by Law, the Charter and Sponsor Policies, TLG shall be responsible for the management, operation, administration, and education at the Academy. Such functions shall include, but are not limited to:

1. Implementation and administration of the Educational program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra- and co-curricular activities and programs; and
2. management of all personnel functions, including professional development for the School Leader (as defined in Section B of Article VI) and all instructional personnel and the personnel functions outlined in Article VI; and
3. operation of the school building, which the Organizer shall provide TLG, and the installation of technology integral to school design; and
4. business administration of the Academy, which shall include preparation of a budget in such form, substance and detail as requested by the Organizer.

D. Subcontracts. With the advance written consent of the Organizer, and to the extent permitted by the Charter and Sponsor Policies, TLG may subcontract certain aspects of the services it agrees to provide to the Organizer, including, but not limited to transportation and/or food service. However TLG shall not subcontract the management, oversight or operation of the teaching and instructional program.

E. Place of Performance. TLG reserves the right to perform functions other than instruction and administrative services, such as purchasing and professional development, off-site at other TLG locations, unless stated in this Agreement, prohibited by Law, or prohibited by the Charter or Sponsor Policies. TLG hereby agrees that it shall maintain administrative offices in the Academy's facility for purposes of performing all administrative services under this Agreement.

F. Student Recruitment. TLG and the Organizer shall be jointly responsible for the recruitment of students subject to Agreement on general recruitment and admission policies. Students

shall be selected in accordance with the procedures set forth in the Charter, Sponsor Policies and in compliance with the Law.

G. Due Process Hearings. TLG shall provide students due process hearings in conformity with the requirements of Law, the Charter and Sponsor Policies regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Organizer's own obligations. The Organizer or a board of directors established by the Organizer shall retain the right to provide due process as prescribed by the Law.

H. Legal Requirements. TLG shall provide educational programs that are consistent with and in full compliance with the Law, the Charter and Sponsor Policies.

I. Rules & Procedures. TLG shall recommend and propose to the Organizer reasonable rules, regulations and procedures applicable to the Academy and consistent with the Charter, Sponsor Policies and the Law. Upon review and prior approval of such rules, regulations and procedures by the Organizer, TLG is authorized and directed to enforce any such rules, regulations and procedures.

J. School Year and School Day. The school year and the school day shall be as provided in the application for the Charter submitted to and approved by the Sponsor.

K. Authority. TLG shall have the authority and power necessary to undertake its responsibilities described in this Agreement except if such authority or power may not be delegated by Law or is inconsistent with the Charter, Sponsor Policies, or with the Organizer's contractual or fiduciary obligations. TLG acknowledges and agrees that it is expressly prohibited from selecting or retaining the Academy's independent auditor, such power and authority being reserved for the Organizer.

L. Records. TLG shall make available to the Organizer's independent auditor and to the State Board of Accounts all financial and other records related to the Academy for completion of audits required by Law, by the Charter or by Sponsor Policies. TLG acknowledges and agrees that such records shall be produced in Indiana at the offices of the Organizer or at the Academy.

M. Attendance at Board Meetings. An informed TLG representative shall attend all meetings of the Board of the Organizer. At each such meeting, the TLG representative shall report on the operations and finances of Academy in such a manner as to allow the Organizer to fulfill its obligations to manage the Academy and to allow the board to make informed decisions in open meetings and in compliance with the law. The reports presented by TLG shall include such information as may be requested by the Board.

Article IV. OBLIGATIONS OF THE ORGANIZER

A. TLG Recommendations. The Organizer shall exercise good faith in determining whether to adopt the recommendations of TLG including, but not limited to, TLG's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets to enable TLG to implement the school design, consistent with Article III of this Agreement. The Organizer, however, retains all right to

exercise its judgment in accepting or rejecting TLG's recommendations, and failure to adopt such recommendations shall not be considered a breach of this Agreement.

B. Board Meeting Notification. The Organizer shall notify TLG of all Board meetings at least two (2) calendar days before their posting.

Article V. FINANCIAL ARRANGEMENT

A. Annual Management Fee. For the Term of this Agreement, the Academy will pay TLG an annual fee equal to ten (10%) of Organizer's State Unrestricted Basic Grant related to the Academy for each academic year ("Management Fee"), payable in monthly installments.

B. Other Revenue Sources. In order to supplement and enhance the state school aid payments, and improve the quality of education at the Academy, the Organizer shall endeavor to obtain revenue from other sources. In this regard:

1. The Organizer may solicit and receive grants and donations consistent with the mission of the Academy;
2. The Organizer and/or TLG may apply for and receive grant money, in the name of TLG or the Academy;
3. To the extent permitted under the Contract and Law, TLG may charge fees to students for extra services such as summer programs and charge non-Academy students who participate in such programs with the prior written approval of the Organizer.

C. Payment of Costs. Except as otherwise provided in this Agreement, and depending upon availability of funds, all direct, reasonable and necessary costs which are consistent and in accordance with the Organizer's prior approved budget, incurred by TLG in providing the Education Program at the Academy, shall, to the extent funds are available, be paid by the Organizer upon submission of an invoice and other supporting documentation reasonably requested by the Organizer. Such costs shall include, but shall not be limited to, salaries for personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, capital improvements, insurance, auditor and legal services, food services, transportation and any other costs similarly necessary to the operation of the Academy, but only to the extent consistent with and in accordance with the budget. The Organizer shall not be responsible for payment for compensation paid by TLG to executive personnel who are not directly providing services to the Academy.

Upon prior approval of the Organizer and the Sponsor, and if consistent and in accordance with the budget, TLG may, at its election and in order to gain various economies and efficiencies, elect to incur certain of said costs directly and, in such event, the Organizer shall reimburse TLG for such upon submission of an invoice and other supporting documentation reasonably requested by Organizer.

Consistent with IC 20-5.5-7-1, the Organizer shall be fiscal agent for the Academy and shall have exclusive control of funds received by the Academy, and all financial matters of the Academy. As such, the Organizer retains the right to disapprove any expenditures which are not consistent with an in

accordance with the Academy's budget and have not otherwise been approved in writing by the Organizer's board of directors. TLG shall at all times act consistent with Organizer's status as a non-profit corporation. Any payment or financial arrangement found to be inconsistent with such status shall be void and the Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

The following procedure shall govern the Organizer's bank account:

1. The Organizer shall pass resolutions identifying the Academy's banking institution, and directing that all Academy funds be deposited in that institution, and designating signatories to the account, at least two of which shall be TLG personnel.
2. Funds received on behalf of the Academy shall be promptly deposited into said account upon receipt.
3. TLG may write checks on behalf of the Academy for expenditures consistent with the Organizer's prior approved budget, provided (i) the Organizer may require that all checks be signed by a person designated by the Organizer, and (ii) TLG shall provide supporting detail of all said expenditures pursuant to Section E of this Article V or as otherwise reasonably required by the Organizer. Expenditures which are paid by TLG from Academy funds, and are not consistent with the prior approved budget, shall be promptly reimbursed to the Academy by TLG.
4. Budgeted expenditures made on behalf of the Academy shall be presented to the organizer on a monthly basis for review.
5. The Organizer shall provide TLG with notice in advance of changing the banking institution used by the Organizer. Subject to Section C.1 of this Article V, the Organizer may change the Board signatories to the Academy's bank account after providing TLG of notice of said change.

D. Other Charter Schools. The Organizer acknowledges that TLG has, or will, enter into similar management agreements with other charter schools. TLG shall separately account for reimbursable expenses incurred on behalf of the Academy and other charter schools, and only charge the Organizer for direct, necessary, and reasonable costs as are consistent with the Organizer's prior approved budget and attributable to the Academy. If TLG incurs direct, necessary, and reasonable costs, consistent with the Organizer's prior approved budget, on behalf of the Academy and other charter schools which are incapable of precise allocation between such academies, and with the Organizer's prior written approval, TLG shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties. Any such pro rata allocation shall be made in a manner consistent with the Law and rules and guidelines established by the State Board of Accounts, the Charter and Sponsor Policies, and shall be limited to those costs specific to the Academy, and shall not include any costs for the marketing and development of TLG or other schools managed by TLG.

E. Financial Reporting. TLG will produce for review at every scheduled meeting of the Organizer's board of directors, a detailed reporting of revenues and expenditures, including a

comparison of actual revenues and expenditures as compared to the budget, in such form and substance as requested by the Organizer, including without limitation the following:

- Statement of Receipts and Disbursements including object-level expenditures for review and action by the Organizer's board of directors;
- Balance Sheet; and
- Checkbook Register; and
- Historical Aged Trial Balance; and
- Monthly statements of actual and projected cash flow

Additionally, TLG will provide:

- Reports on Academy operations, finances and student performance, at every scheduled meeting of the Organizer's board of directors; and
- Reports on the Academy's overall financial condition, educational performance and efficiency of TLG's operation of Academy at a minimum of four (4) times a year; and
- Any reports, information and access to any books or records (financial or otherwise) with regard to personnel, facilities and operations pertaining to the Academy as may be required for the Organizer or to comply with the Charter, Sponsor Policies and Law or as otherwise may be requested by the Organizer.

All reports on the overall financial condition of the Academy, as well as performance reports on the educational program operations, shall be presented by TLG at public meetings of the Organizer held in accordance with the Indiana Open Door Law (IC 14-1.5). TLG shall, in regards to all financial reporting, act and in a manner consistent with the statutory requirements of the Indiana Open Door Law.

Article VI. PERSONNEL AND TRAINING

A. Personnel Responsibility. TLG shall have the responsibility and authority to recommend, for review and approval of the Organizer, staffing levels, and to select, recommend compensation, employ, evaluate, assign, discipline and transfer personnel, but in all respects consistent with Law, with the Charter and with Sponsor Policies, and to the extent relevant, the budget, and further subject to the following: (i) TLG shall provide the Organizer such documents and reports and answer questions as may be requested by the Organizer in order to allow the Organizer and the Sponsor to evaluate and monitor TLG's performance, and (ii) TLG shall make such modifications and changes to the staffing levels, compensation, and to all other personnel matters as may be reasonably requested by Organizer in order to fulfill Organizer's duties under the Charter, Sponsor Policies, the Law and the Academy's approved budget. TLG's responsibilities, as employer of record, include retention of full legal liability to its employees who work at the Academy or directly in Academy operations for benefits, salaries, workers compensation and liability insurance and in full compliance with the Law. TLG shall provide evidence that personnel working in the Academy are in compliance with all certification requirements, the administrative guidelines established by the Sponsor, contained within the Charter, Sponsor Policies and pursuant to Law.

B. School Leader. TLG shall have the authority, consistent with the Law, the Charter and Sponsor Policies, to recommend the School Leader for review and approval by the Organizer. TLG shall have the authority to supervise the School Leader and to hold him or her accountable for the success of the Academy. The employment contract with the School Leader, as well as the duties and compensation of the School Leader, shall be recommended by TLG, consistent with the budget and the Charter. This notwithstanding, the School Leader shall, at all times, be responsible for serving as liaison for the Organizer and the Academy with the public and the University. In addition, the School Leader and TLG will have the authority to select and hold accountable the teachers in the Academy.

C. Teachers. Prior to commencement of each school year by the Organizer, TLG shall recommend to the Organizer, for review and approval, the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy consistent with the Charter, Sponsor Policies, and the Law and consistent with providing educational excellence and innovation. TLG shall report such determination to the Organizer's board of directors prior to commencement of the school year so as to provide sufficient time for review and action. TLG shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as is consistent with the Charter, Sponsor Policies and Law. The curriculum taught by such teachers shall be the curriculum prescribed by TLG for the Academy, consistent with the Charter, Sponsor Policies and Law. Such teachers may, upon recommendation by TLG, and approval by the Organizer, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by TLG. Each teacher assigned to or retained by the Academy shall hold a valid teaching certificate issued by the state board of education under the Law, and otherwise be legally qualified to teach at the Academy. Any misrepresentation of teaching credentials by an Academy teacher shall be cause for immediate dismissal of the employee, and any misrepresentation of teaching credentials of the Academy's teachers to the Organizer by TLG shall be cause for termination of this Agreement.

D. Support Staff. Prior to the commencement of each school year by the Organizer, TLG shall recommend to the Organizer, for review and approval, the number and functions of support staff required for the operation of the Academy and consistent with providing educational excellence and innovation. TLG shall provide the Academy with such support staff, qualified in the areas required, as are required by the Organizer. Such support staff may, upon recommendation by TLG and approval by the Organizer, work at the Academy on a full-or part-time basis. If assigned to the Academy on a part time basis, such support staff may also work at other school operated by TLG.

E. Employer of Personnel. Subject to Section F of this Article, or as otherwise stated in this Agreement, all employees shall be employees of TLG. The Organizer shall be informed of the amount of compensation and fringe benefits provided to each employee of TLG assigned to the Academy.

F. Employee of Organizer. The parties agree that the Organizer shall have the option to employ one or more individuals, as determined by the Organizer in its discretion, for assistance in fulfilling the Organizer's duties and responsibilities under the Charter, Sponsor Policies and Law. The Organizer has sole authority to select, determine compensation, employ, evaluate and discipline said individuals. TLG shall allow said individual access to all information and materials that are available to the Organizer under this Agreement. The Academy's budget shall be adjusted in such a manner as to accommodate compensation for said individuals.

G. Training. TLG shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as is reasonable and necessary under the circumstance.

H. Post Termination Personnel.

1. Should this Agreement be terminated (i) by the Organizer pursuant to Section VIII.A.1 or VIII.A.2, or (ii) by TLG pursuant to Section VIII.B.2:
 - (a) the Organizer shall have the right to hire (in whatever capacity) any TLG employee who was employed at the Academy at any time during the thirty (30) calendar days prior to and including the earlier of the date of transmittal of notice of termination or the Effective Date of Termination as set forth in Section VIII.D; and
 - (b) TLG shall waive as to the Organizer any noncompete covenant owed to TLG by any said TLG employee whom the Organizer hires or attempts to hire.
2. Should this Agreement be terminated for any reason other than as set forth in Section VI.H.1:
 - (a) TLG may remove its employees from the Academy at the Effective Date of Termination as set forth in Section VIII.D; and
 - (b) for a period of one (1) year from the Effective Date of Termination as set forth in Section VIII.D, the Organizer shall be prohibited from hiring or attempting to hire (in any capacity) any TLG employee who was employed at the Academy at any time during the thirty (30) calendar days prior to and including the earlier of the date of transmittal of notice of termination or the Effective Date of Termination.

Article VII. ADDITIONAL PROGRAMS

Additional Programs. TLG and the Organizer may mutually agree to provide educational programs in addition to those contemplated by this Agreement, including but not limited to summer school.

Article VIII. TERMINATION OF AGREEMENT

A. Termination by the Organizer.

1. Immediate Termination. Subject to Section VIII.C and VIII.D, at the Organizer's Option, the Organizer may immediately terminate this Agreement upon the occurrence of any act or omission by TLG which is in violation of the Law, or causes the Academy to be in violation of the Law.
2. Termination with Notice. Subject to Sections VIII.C and VIII.D, at the Organizer's option, the Organizer may terminate this Agreement if TLG has committed a material

breach of its obligations hereunder and TLG has failed to cure such breach within sixty (60) days after receiving notice of such breach by the Organizer. Material breach shall include any one or more of the following:

- a. Any act or omission by TLG which causes revocation, termination or suspension of the Charter or other licenses, permits, or certifications needed for operation of the Academy; or
 - b. Any material breach by TLG of the terms and conditions of this Agreement.
3. Termination Without Cause. Subject to Sections VIII.C and VIII.D, at the Organizer's Option, the Organizer may terminate this Agreement without cause upon one hundred and twenty (120) days notice.

B. Termination by TLG.

1. Termination with Notice. Subject to Sections VIII.C and VIII.D, at TLG's option, TLG may terminate this Agreement if the Organizer has committed a material breach of its obligations hereunder and in the event the Organizer has failed to cure such breach within sixty (60) days after receiving notice of such breach by TLG. Material breach shall include any one or more of the following:
 - a. Any act or omission by the Organizer which causes revocation, termination or suspension of the Charter or other licenses, permits, or certifications needed for operation of the Academy; or
 - b. Any material breach by the Organizer of the terms and conditions of this Agreement.
2. Termination Without Cause. At TLG's option, TLG may terminate this Agreement without cause upon one hundred and twenty (120) days notice. Termination will not become effective until the end of the school year following the notice of termination.

C. Changes. If any Law, court decision, or amendment to the Charter or Sponsor Policies has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request amendment of the Agreement for the sole purpose of complying with any federal, state or local law or regulation or court decision requiring amendment and the parties shall in good faith attempt to agree on such amendment and if the parties are unable to agree on the amendment within the earlier of 90 calendar days after the notice or the effect date of the law or regulation at issue, the party requiring the amendment may terminate this Agreement upon the earlier of 120 calendar days' further written notice or the effective date of the law or regulation.

D. Effective Date of Termination. In the event this Agreement is terminated by either party, excluding termination pursuant to Section VIII.B.2, prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year following the notice of termination; provided, at the Organizer's option, the Agreement may terminate earlier if the Organizer has terminated the Agreement under Section VIII.A.1.

E. Rights to Payment and Property at Termination. Upon termination of this Agreement at the expiration of the term otherwise, TLG shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) which was purchased by TLG at its cost or expense; provided, however, that (i) fixtures and building alterations shall become the property of the Organizer, and (ii) equipment, materials or supplies purchased by the Organizer or purchased by TLG on behalf of or as agent of the Organizer or the Academy shall remain exclusively the property of the Academy.

F. Transition. In the event of termination of this Agreement for any reason prior to the end of the Agreement's term, other than termination by TLG for the Organizer's failure to make payments to TLG when due under this Agreement, TLG shall provide the organizer reasonable assistance for up to 90 calendar days to assist in the transition back to a regular school program. Each type of payment to be made by the Organizer to TLG in connection with such transition assistance shall be negotiated by the parties; provided, however, that under no circumstances shall any such type of payment be in an amount or at a rate lower than that paid by (or charged to) the Organizer to (or by) TLG during the academic year immediately prior to the 90-calendar day transition period.

Article IX. PROPRIETARY INFORMATION

A. Proprietary Information of the Organizer. The Organizer shall own outright all financial, educational and other records, as well as all curriculum and educational materials, pertaining to the Academy, whether or not generated or maintained by TLG.

B. Proprietary Information of TLG. For purposes of this Article IX, "Confidential Information" shall mean any proprietary information of proprietary materials belonging to TLG disclosed by the Organizer in writing and clearly marked as "Confidential Information of The Leona Group", regarding the business and affairs of TLG, which information may include, without limitation, instructional materials, training materials, curriculum and lesson plans, trade secrets, marketing and business plans, ideas, inventions, methods, designs, drawings, specifications, improvements, products and product ideas, and data, know-how and technical information of any kind whatsoever, developed by TLG, its employees, agents or subcontractors, or any individual working for or supervised by TLG. The term "Confidential Information" shall not include any information: (i) which is, at the time of disclosure, available to the general public; (ii) which becomes at a later date available to the general public through no default by the Organizer of its obligations hereunder and then only after such later date; (iii) was known to the Organizer prior to its disclosure by TLG; (iv) was directly developed and paid for by the Academy; or (v) was developed by TLG at the direction of the Organizer with Academy funds.

C. Grant of License. Subject to Section D of this Article and to the extent permitted by Law, TLG grants the Organizer a nonexclusive, perpetual, irrevocable license to the Confidential Information for use in regards to the Academy and for no other purpose.

D. Organizer's Nondisclosure Covenant. Subject to Sections E, F and G of this Article, the Organizer shall not disclose any Confidential Information to any third person or entity, directly or indirectly, under any circumstances without the prior written consent of TLG or court order; provided, however, any disclosure of Confidential Information made as a result of the operation of the Academy in the ordinary course or any disclosures mandated by law shall not be considered a breach hereunder.

E. Required Disclosure. Notwithstanding Section D of this Article, the Organizer shall be permitted to report any new teaching techniques or methods of significant revisions to the Sponsor and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, notwithstanding anything contained in this Article IX to the contrary. The Organizer shall additionally be permitted to disclose educational materials, teaching techniques and other documents used by or in the Academy in accordance with applicable law based upon the written opinion of the Organizer's legal counsel.

F. Access to Public Records Act. The Organizer is subject to the Indiana Access to Public Records Act (Indiana Code 5-14-3-1 *et seq.*) and must make all financial, educational, and other records pertaining to the Academy, whether or not generated or maintained by TLG, available for inspection and copying to the same extent that records of a public school are subject to inspection and copying. All such records shall be available, upon request, at the Academy. Except as permitted or required under the Charter, Sponsor Policies and applicable laws, TLG shall not restrict access of the Organizer, the Sponsor or the public to the Academy's records. To the extent provided by Law, because TLG is a private enterprise, records pertaining to TLG, its operations and personnel may be exempt from disclosure under the Access to Public Records Act if such records do not in any way relate to the Academy.

G. Indiana Charter Schools Law Disclosures. In satisfaction of the Indiana Charter Schools Law (Indiana Code 20-5.5 *et seq.*), TLG must provide the Organizer and/or the Sponsor such reports and information, in addition to access to any books and records (financial or otherwise) and access to personnel, facilities and operations pertaining to the Academy, as may be required for the Organizer to comply with the terms and conditions of the Charter, Sponsor Policies and the Law. Pursuant to the Indiana Charter Schools Law, any records provided by the Academy, to the Department of Education, or to the Sponsor that relate to compliance by the Organizer with the terms of the Charter or applicable state or federal laws are subject to inspection and copying under the Indiana Access to Public Records Law (Indiana Code 5-14-3).

Article X. INDEMNIFICATION

A. Indemnification of TLG. The Organizer shall indemnify, defend and hold harmless TLG and all of its employees, partners, officers, directors, members, managers, subcontractors and agents against any and all claims, demands, suits, damages, judgments, fees, costs, expenses or other forms of liability (collectively, "Claims") that may arise out of, or by reason of, any claim or allegation arising out of (i) any noncompliance by the Organizer with any agreements, covenants, warranties or undertakings of Organizer contained in or made pursuant to this Agreement; (ii) any misrepresentations or breach of the representations and warranties of the Organizer contained in or made pursuant to this Agreement; (iii) negligence of the Organizer; or (iv) any violation of Law. In addition, the Organizer shall reimburse TLG for any and all legal expenses and costs associated with the defense of any Claim. The indemnification requirements of this Section may be met by the purchase of insurance in the form and amounts acceptable to TLG.

B. Indemnification of the Organizer. TLG shall indemnify, defend and hold harmless the Organizer and all of its employees, partners, officers, directors, members, managers, subcontractors and agents against any and all claims, demands, suits, damages, judgments, fees, costs, expenses or other

forms of liability (collectively, "Claims") that may arise out of, or by reason of, any claim or allegation arising out of (i) any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement; (ii) any misrepresentations or breach of the representations and warranties of TLG contained in or made pursuant to this Agreement; (iii) negligence of TLG; or (iv) any violation of Law. In addition, TLG shall reimburse the Organizer for any and all legal expenses and costs associated with the defense of any Claim. The indemnification requirements of this Section may be met by the purchase of insurance in the form and amounts acceptable to the Organizer.

C. Indemnification of the Sponsor. TLG shall indemnify and hold harmless the University, its Board of Trustees, employees, agents and representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damages, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with acts or omissions of TLG in connection with the Organizer's operations or which are incurred as a result of the reliance by the University and its Board of Trustees, officer, employees, agents or representatives upon information supplied directly or indirectly by TLG. TLG shall additionally provide such other indemnification as may be specifically required by the Charter or by Sponsor Policies.

D. Inability to Open School. Should either party fail to perform the obligations in this Agreement which it is required to perform prior to the beginning of the first school year contemplated hereunder ("Pre-First Year Obligations"), said party shall reimburse the other party for the reasonable expenses incurred by the other party in preparing for the opening of school operations; provided, however, that such other party has itself substantially performed all of its Pre-First year Obligations for which the time for performance has come due, including but not limited to securing such waivers as may be necessary for TLG to begin operations and approving TLG's recommendation for selection of the Academy's school personnel.

Article XI. INSURANCE

A. Organizer Insurance Coverage. The Organizer shall secure and maintain all insurance coverage required by the Charter and Sponsor Policies, and if permitted by the Sponsor, with TLG listed as an additional insured. The insurance obtained by the Organizer is described in the Certificate of Insurance which is attached hereto and marked as Exhibit "A". TLG shall comply with any information or reporting requirements applicable or the Organizer under the Organizer's policy with its insurer (s), and with the insurance requirements of Schedule 5 of the Charter.

B. TLG Insurance Coverage. TLG shall secure and maintain insurance coverage appropriate for risk management of the functions delegated to TLG pursuant to this Agreement. The insurance obtained by TLG is described in the Certificate of Insurance which is attached hereto and marked as Exhibit "B".

Article XII. WARRANTIES AND REPRESENTATIONS

Both the Organizer and TLG represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement. Further, the parties acknowledge that they have both had the opportunity to submit this Agreement to their respective legal counsels for review and that neither party shall be considered the sole drafter of this Agreement.

Article XIII. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties, concerning alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

Article XIV. MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Organizer and TLG on the subject matter hereof.

B. Amendments and Modifications. This Agreement may be amended or modified only with the written prior consent of TLG and the Organizer and subject to the terms and conditions of the Charter and Sponsor Policies relating to the rights and responsibilities of the Sponsor.

C. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosions, war, act of God.

D. Notices. All notices, demand, requests and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective address set forth below, or at such other address as may be furnished by a party to the other party:

If to TLG: The Leona Group, LLC
4660 S. Hagadorn Rd, Ste 500
East Lansing, MI 48823
Attn: William Coats

If to Organizer: Timothy L. Johnson Academy
7908 S. Anthony Blvd.
Fort Wayne, IN 46806
Attn: Board President

E. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

F. Successors and Assigns. Subject to Section I of this Article, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

G. Entire Agreement. This Agreement is the entire Agreement between the parties relating to the services provided, and the compensation for such services, by the parties.

H. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

I. Assignment. TLG may not assign this Agreement in whole or in part to any third party with the prior written consent of the Organizer and the Sponsor.

J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Indiana.

K. "Law" Definition. Any and all use of the word "Law" within this Agreement shall be defined to include all applicable local, state and federal statutes, laws, and regulation, including, but not limited to, all rules, administrative guidelines, and judiciary decisions, as now existing or as may be amended or modified from time to time. Nothing in this Agreement shall be construed as limiting the manner in which the Organizer or the Sponsor may construe applicable laws in determining whether Academy operations and administration as conducted by TLG are in compliance with such laws.

L. Incorporation of Charter. The terms and conditions of the Charter, including but not limited to Section 3.23, are hereby incorporated by reference into and made a part of this Agreement. The provisions of the Charter, and all amendments thereto, shall supersede any contrary or conflicting provisions contained in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

The parties have executed this Agreement this _____ day of _____, 2012, but the Agreement shall be effective as of the date set forth at the beginning of this Agreement.

The Leona Group, L.L.C.

Timothy L. Johnson Academy

By: _____

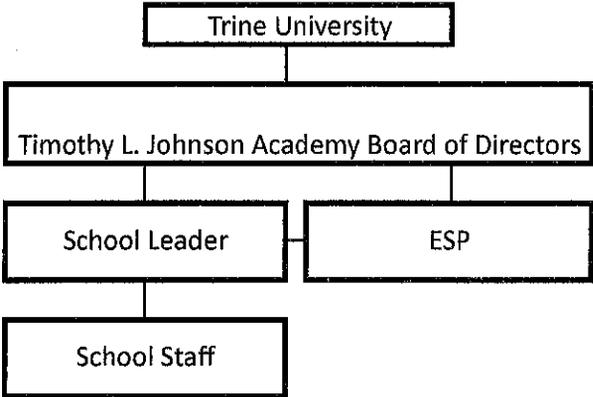
William D. Coats, Chief Executive Officer

By: _____

President, Board of Directors

Attachment 9: Organizations 5-year Business Plan - not applicable

Management Structure



Planning Sheet and Pacing Guide

Language Arts Grade: Kindergarten

Indicator/ Learning Targets	Assessments	Core Program Alignment Products/Performances/Activities	Instructional Strategies and Differentiation	Vocabulary	Or:	Concentrated Instruction during weeks:									
<p>Quarter 1 Essential Questions: Can you recognize upper & lowercase letters? Can you answer yes/no questions? Can you produce complete sentences? Can you recognize & read high frequency words? Does the student participate in large group activity?</p> <p>Quarter 2 Essential Questions: Can you recognize upper & lowercase letters? Can you answer yes/no questions? Can you produce complete sentences? Can you recognize & read high frequency words? Does the student participate in large group activity?</p> <p>Quarter 3 Essential Questions: Can you recognize upper & lowercase letters? Can you answer yes/no questions? Can you produce complete sentences? Can you recognize & read high frequency words? Does the student participate in large group activity?</p> <p>Quarter 4 Essential Questions: Can you recognize upper & lowercase letters? Can you answer yes/no questions? Can you produce complete sentences? Can you recognize & read high frequency words? Does the student participate in large group activity?</p>	<p>Large group discussions/participation</p> <p>Morning work, Rigby</p> <p>Morning work - class discussions</p>	<p>Morning work, written activities, homework, Rigby reading series</p> <p>Morning work, Rigby</p> <p>Morning work - class discussions</p>	<p>Large group discussions/participation</p> <p>Small & whole group demonstrations as teachers read</p>	<p>letters, upper & lowercase</p> <p>noun, verb, plural</p> <p>detail (key), question, statement</p> <p>sentence</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p>	<p>3</p> <p>3</p> <p>3</p> <p>3</p>	<p>4</p> <p>4</p> <p>4</p> <p>4</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p>	<p>6</p> <p>6</p> <p>6</p> <p>6</p>	<p>7</p> <p>7</p> <p>7</p> <p>7</p>	<p>8</p> <p>8</p> <p>8</p> <p>8</p>	<p>9</p> <p>9</p> <p>9</p> <p>9</p>	<p>10</p> <p>10</p> <p>10</p> <p>10</p>	
<p>Indicator/ Learning Targets</p> <p>K.L.1.a.1 Identify orally & print at least 50% of upper & lowercase letters.</p> <p>K.L.1.a.2 Use nouns & verbs - form plurals of those words adding -s or -es.</p> <p>K.L.1.a.k.1,c Understand & use question words, forming questions, answering questions</p> <p>K.L.1.a.k.2,c Produce complete sentences</p> <p>K.L.1.a.k.3 Recognize & read high frequency words</p>	<p>Large group discussions/participation</p> <p>Morning work, Rigby</p> <p>Morning work - class discussions</p>	<p>Morning work, written activities, homework, Rigby reading series</p> <p>Morning work, Rigby</p> <p>Morning work - class discussions</p>	<p>Large group discussions/participation</p> <p>Small & whole group demonstrations as teachers read</p>	<p>letters, upper & lowercase</p> <p>noun, verb, plural</p> <p>detail (key), question, statement</p> <p>sentence</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p>	<p>3</p> <p>3</p> <p>3</p> <p>3</p>	<p>4</p> <p>4</p> <p>4</p> <p>4</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p>	<p>6</p> <p>6</p> <p>6</p> <p>6</p>	<p>7</p> <p>7</p> <p>7</p> <p>7</p>	<p>8</p> <p>8</p> <p>8</p> <p>8</p>	<p>9</p> <p>9</p> <p>9</p> <p>9</p>	<p>10</p> <p>10</p> <p>10</p> <p>10</p>	

K.RF.1.c-2	Point to individual words using one-to-one correspondence.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	One-to-one correspondence	2	1	2	3	4	5	6	7	8	9	10
K.RF.1.d-3	Identify orally all uppercase letters in random order.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	uppercase	2	1	2	3	4	5	6	7	8	9	10
K.RF.1.d-4	Identify orally all lowercase letters in random order.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	lowercase	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.a-1	Identify if words rhyme when given a spoken prompt.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	rhyme	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.a-2	State corresponding rhyming words in response to an oral prompt.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	rhyme	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.b-1	Recognize the concept of a syllable (e.g., parts/chunks of a word).	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	syllable	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.b-2	Count and state the number of syllables in words.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	syllable	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.b-3	Word when given an oral prompt (e.g., po - ta - to = potato; ham - burg - er = hamburger).	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	syllable	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.b-4	When given a spoken prompt (e.g., potato = po - ta - to; hamburger = ham - burg - er).	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	segment, syllable	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.c-1	Blend onsets and rimes of single-syllable words when given by a teacher (See Appendix A, page 19).	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	onset, rime	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.c-2	Segment onsets and rimes of single-syllable words when given by a teacher (See Appendix A, page 19).	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	onset, rime	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.d-1	Phoneme words. * (This does not include CVCs ending with /l/, /r/, or /w/.)	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	initial sounds	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.d-2	Blend at least three phonemes together to state one-syllable words.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	final sounds	2	1	2	3	4	5	6	7	8	9	10
K.RF.2.e-1	Segment one-syllable (3 phonemes) words into phonemes.	Observation, Dibels, Small reading groups, morning message	Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	syllable	2	1	2	3	4	5	6	7	8	9	10

K.RL.2.c	sequence identified key details (characters, setting, major events) of familiar stories.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	key details	2	1	2	3	4	5	6	7	8	9	#
K.RL.2.d	With prompting and support, recognize the beginning, middle, and end of familiar stories.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	beginning, middle, end	2	1	2	3	4	5	6	7	8	9	#
K.RL.3.e	With prompting and support, identify major events in a story.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	major events	2	1	2	3	4	5	6	7	8	9	#
K.RL.4.c	With prompting and support, answer teacher's prompts about unknown words (new vocabulary) in a story.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	vocabulary	2	1	2	3	4	5	6	7	8	9	#
K.RL.7.b	Explain that illustrations support and extend the story.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	illustrations	2	1	2	3	4	5	6	7	8	9	#
K.RL.9.a	With prompting and support, describe the meaning of contrast when preparing and reporting.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	contrast	2	1	2	3	4	5	6	7	8	9	#
K.RL.9.b	With prompting and support, contrast the adventures and experiences of characters in familiar stories.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	contrast	2	1	2	3	4	5	6	7	8	9	#
K.RL.10.a	Actively engage in group reading activities with purpose and understanding.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	draw conclusions, make predictions	2	1	2	3	4	5	6	7	8	9	#
K.RL.10	Use a combination of drawing, dictating, and writing to compose opinion pieces in which they tell a reader the topic or the name of the book they are writing about and state an opinion or preference about the topic or book (e.g., My favorite book is...).	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	opinion	2	1	2	3	4	5	6	7	8	9	#
K.W.1	Define opinion and recognize what an opinion is.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	opinion	2	1	2	3	4	5	6	7	8	9	#
K.W.1.d	Write by moving left to right and from top to bottom.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	uppercase, lowercase	2	1	2	3	4	5	6	7	8	9	#
K.L.1.a-3	Print all uppercase letters. Print all lowercase letters.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	uppercase, lowercase	2	1	2	3	4	5	6	7	8	9	#
K.L.1.a-4	Write by moving left to right and from top to bottom.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	left to right	2	1	2	3	4	5	6	7	8	9	#
K.L.1.f-2	Produce a complete simple sentence in writing.	Whole Group Reading, Small group reading, Dibels Whole Group Reading, Small group reading, Rigby, Dibels, centers, small group, whole group, weekly assessments, quarterly	small reading groups, centers, weekly assessments	complete sentence	2	1	2	3	4	5	6	7	8	9	#

Planning Sheet and Pacing Guide

Social Studies

Grade: 3

Quarter: 1

Big Ideas: Indiana is part of the midwest region. Our state is located in the northern and western hemispheres. Our community began as a Woodland Indian settlement, was settled by Europeans as Essential Questions: Where in the world is Indiana? What are the characteristics of our region? Our State? How did our state and community grow?
Vocabulary: region, community, map grid, border, Great Lakes, cardinal directions, intermediate directions, resources

Std.	Indicator/Learning Targets	Assessments	Core Program Alignment Product/Performance Activities	Instructional Strategies and Differentiation	Literature Resources	Vocabulary	Qtr.	Concentrated Instruction during weeks:
3.1.1	Identify and describe Native American Woodland Indian who lived in the region when European settlers arrived	Student Weekly chart	Fieldtrip to Mississinewa, Indiana Studies Weekly, library books	Provide assistance with highlighting text, frequent vocabulary review, charting information	Indiana Library books, Rigby Theme 2	Woodland Indian, settler, Europe	1	1 2 3 4 5 6 7 8 9 10
3.1.2	Explain why and how the local community was established and identify its founders and early settlers	Student Weekly chart	Fieldtrip to Mississinewa, Indiana Studies Weekly, library books	Provide assistance with highlighting text, frequent vocabulary review, charting information	Indiana Library books, Rigby Theme 2	settler, community	1	1 2 3 4 5 6 7 8 9 10
3.1.3	Describe the role of the local community and other communities in the development of the state's regions		Fieldtrip to Mississinewa, Indiana Studies Weekly, library books	Provide assistance with highlighting text, frequent vocabulary review, charting information	Indiana Library books, Rigby Theme 2	region	1	1 2 3 4 5 6 7 8 9 10
3.1.4	Give examples of people, events and developments that brought important changes to the regions of Indiana	Student Weekly chart	Indiana Studies Weekly	Provide assistance with highlighting text, frequent vocabulary review, charting information	Indiana Library books, Rigby Theme 2	region	1	1 2 3 4 5 6 7 8 9 10
3.1.5	Create simple sketches that identify important events in various regions of the state	Timeline	History of Indiana: From Ice Age to Slavery	Provide assistance with highlighting text, frequent vocabulary review, charting information, interactive timeline		Timeline, chronological order	1	1 2 3 4 5 6 7 8 9 10
3.1.8	Write and illustrate descriptions of local communities and regions on Indiana past and present	Drawing w/ caption	Mississinewa past field trip activities, Indiana past and present drawings	Drawing/creating for visual art smart		community, region	1	1 2 3 4 5 6 7 8 9 10
3.3.1	Use labels and symbols to locate and identify physical and political features on maps and globes. Label a map and the Great Lakes.	Indiana Studies Weekly Map Teacher Created Assessment	Indiana Studies Weekly, Scholastic Success with Maps (orange book) Practice pages, Lifesaver Lessons	Overhead, maps, globes, atlas		borders, great lakes, neighbor states	1	1 2 3 4 5 6 7 8 9 10
3.3.2	Locate Indiana and other Midwestern states on maps using simple grid systems.	Indiana Studies Weekly Map Teacher Created Assessment	Indiana Studies Weekly, Scholastic Success with Maps (orange book) Practice pages, Lifesaver Lessons	Create a grid on the floor for a bodily-kinesthetic experience		grid	1	1 2 3 4 5 6 7 8 9 10
3.3.3	Identify the northern, southern, eastern, and western hemispheres, cardinal and intermediate directions, and determine the direction and distance from one place to another.	Teacher Created Assessment	Indiana Studies Weekly, Scholastic Success with Maps (orange book) Practice pages, Lifesaver Lessons	Label the walls of the room, call out directions and have students turn their whole body to face it.		hemisphere, cardinal/intermediate directions	1	1 2 3 4 5 6 7 8 9 10
3.3.4	Explain that regions that have similar physical and cultural characteristics. Identify Indiana and the local community as part of a specific region.	Scholastic Success with Maps Assessment	Indiana Studies Weekly, Scholastic Success with Maps (orange book) Practice pages	Create a foldable map		region, resources, glacier	1	1 2 3 4 5 6 7 8 9 10
3.3.5	Describe and describe the physical characteristics of Indiana using words and illustrations and compare them to the characteristics of neighboring states.	Scholastic Success with Maps Assessment	Indiana Studies Weekly, Scholastic Success with Maps (orange book) Practice pages, Lifesaver Lessons	Create a foldable map		region, resources, glacier	1	1 2 3 4 5 6 7 8 9 10
3.3.6	Explain the basic Earth-Sun relationship, including how it influences climate, and identify major climate regions of the United States.	Indiana Studies Weekly Map - Climate	Indiana Studies Weekly, 4th grade text book excerpt	shine a light on a globe for a visual		climate	1	1 2 3 4 5 6 7 8 9 10
3.3.7	Describe how climate and the physical characteristics of a region affect the vegetation and animal life living there.	Indiana Studies Weekly Map - Climate	Indiana Studies Weekly			region, resources, glacier	1	1 2 3 4 5 6 7 8 9 10

Planning Sheet and Pacing Guide

Language Arts

Grade: 5

Quarter: 1

Big Ideas: 1) Good writers communicate effectively. 2) Characters and their actions help readers form opinions about the world. 3) Readers use prior knowledge to make meaningful connections to the text. 4) Readers gain knowledge about how choices affect outcomes in their lives by observing characters in text. 5) Good readers reflect on what they have read.

Essential Questions: 1) How does interacting with text help us form opinions and impressions about the people and events around us? 2) How do the conclusions we make from text help us make decisions in life? 3) How do we engage our audience using clear writing and speaking strategies? 4) What does it mean to be an active reader? 5) How does reflecting on what we have read orally and in writing help us?

Vocabulary: accuracy, analyze, audience, author's purpose, characteristics, clarify, clues, colon, combine, complex, compare, compound sentence, conflict, context clues, contrast, deconstruct, defend, describe, distinguish, edit, evaluate, event, evidence, explain, express, friction, fluency, genre, gestures, homograph, identify, imagery, implied, inflection, infer, interaction, interpret, literary technique, logical, logic, metaphor, motives, narrative, narrator, navigation, non-fiction, oral, password, phrasing, plot, point of view, prior knowledge, pronoun, protract, pull-down menu, repetitive, represent, revise, root/base, semi-colon, simple sentence, simile, style, suggest, summarize, summary, suspense, support, symbolism, theme, thesaurus, timing, tone, vivid, word choice, word origin

Std.	Indicator/Learning Targets	Assessments	Core Program Alignment Products/Performance Activities	Instructional Strategies and Differentiation	Vocabulary	Qty.	Concentrated Instruction during weeks:									
5.1.1	Read about grade-level appropriate narrative text and expository text fluently and accurately and with appropriate intonation changes in voice, and expression.	Benchmark	Rigby Text, Silent Reading Text, Small Group Text	Whole class reading, small group reading, interventions.	Fluency	1	1	2	3	4	5	6	7	8	9	10
5.1.2a	Describe the meaning of a word or phrase using details from the text.	Acuity, Classroom Assessment	Create a list of Greek and Roman words. Have students choose a word and research the meaning. Read a myth. Discuss how the meanings apply to the myth.	Create a picture dictionary. Draw an illustration and write a definition of a word from Greek and Roman myths.	Describe	1	1	2	3	4	5	6	7	8	9	10
5.1.2b	Deconstruct words into logical word parts when possible.	Acuity, Classroom Assessment	Review prefixes and suffixes. If the word is unknown, look for parts that are known.	In small reading groups, break down unknown words into parts that students recognize.	Deconstruct	1	1	2	3	4	5	6	7	8	9	10
5.1.2c	Interpret the meaning of the root or base word if one can be identified.	Acuity, Classroom Assessment	Review prefixes and suffixes. Determine if the word contains either. Define the root word.	In small reading groups, break down unknown words into parts that students recognize.	Interpret	1	1	2	3	4	5	6	7	8	9	10
5.1.2d	Identify and define any prefixes and suffixes in the unknown word.	Acuity, Classroom Assessment	Review prefixes and suffixes. Define prefixes and suffixes. Create a chart and a list of words that contain those prefixes and suffixes.	In small reading groups, break down unknown words into parts that students recognize.	Define, Identify	1	1	2	3	4	5	6	7	8	9	10
5.1.2e	Recognize and identify that words or parts of words may originate from a foreign language.	Acuity, Classroom Assessment	Read various stories (ie. Chato's Kitchen) and discuss foreign words and how some of our words came from foreign words.	In small reading groups, locate words that may originate from a foreign language when reading text.	Identify	1	1	2	3	4	5	6	7	8	9	10
5.1.4a	Identify and define less common Greek and Latin roots.	Acuity, Classroom Assessment	Introduce Greek and Latin roots using the list from the Indiana Standard website. Have students use roots to create new words.	Give students words and have them define using the list of Greek and Latin roots.	Define, Identify	1	1	2	3	4	5	6	7	8	9	10
5.1.4b	Deduce the meaning of more complex words using the knowledge of Greek and Latin roots.	Acuity, Classroom Assessment	Introduce Greek and Latin roots using the list from the Indiana Standard website. Have students use roots to create new words.	Give students words and have them define using the list of Greek and Latin roots.	Complex, Deduce	1	1	2	3	4	5	6	7	8	9	10
5.1.5a	Distinguish the difference between figurative and literal language.	Acuity, Classroom Assessment	Introduce figurative language. Read "Going, Going, Goner?" and locate the similes. Discuss meaning.	Locate figurative language in small group reading books (ie. Leslie Lund's Apple Strudel or The Merlan Fossil).	Distinguish	1	1	2	3	4	5	6	7	8	9	10
5.1.5b	Identify similes and metaphors in text.	Acuity, Classroom Assessment	Review the differences between similes and metaphors. Make an A-Z book on similes and metaphors.	Locate figurative language in small group reading books (ie. Leslie Lund's Apple Strudel or The Merlan Fossil).	Identify, Metaphors, Similes	1	1	2	3	4	5	6	7	8	9	10

5.3.3b	Interpret the contrast between characters and how that contrast affects the plot or theme.	Acuity, Classroom Assessment	Identify main characters. Create chart describing characters. Identify how those details affect plot. Use various stories.	Review in small reading groups.	Contrast, Interpret, Plot, Theme	1	1	2	3	4	5	6	7	8	9	10
5.3.4a	Choose a theme or central idea of a text and explain the evidence that supports that choice.	Acuity, Classroom Assessment	Discuss the theme of Rigby section and how it will run throughout the stories.	Review in small reading groups.	Explain, Support, Theme	1	1	2	3	4	5	6	7	8	9	10
5.3.4b	Identify if a theme is clearly stated and its location in the text.	Acuity, Classroom Assessment	Discuss theme and how it may not be stated. After reading story, discuss if it is stated or implied.	Review in small reading groups.	Identify, Theme	1	1	2	3	4	5	6	7	8	9	10
5.3.4c	Recognize that there might be a theme that is not clearly stated in the text.	Acuity, Classroom Assessment	Discuss theme and how it may not be stated. After reading story, discuss if it is stated or implied.	Review in small reading groups.	Theme	1	1	2	3	4	5	6	7	8	9	10
5.3.4d	Identify an implied theme and the evidence that supports it from the text.	Acuity, Classroom Assessment	Discuss theme and how it may not be stated. After reading story, discuss if it is stated or implied.	Review in small reading groups.	Evidence, Identify, Support, Theme	1	1	2	3	4	5	6	7	8	9	10
5.4.1	Discuss ideas for writing, keep a list or notebook of ideas, and use a graphic organizer.	Classroom Assessment, Writing Workshop	Keep a list of ideas for writing. Use various organizers.	Assist in writing conferences.		1	1	2	3	4	5	6	7	8	9	10
5.4.2	Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences.	Acuity, Classroom Assessment	Introduce narratives. Discuss parts of narratives. Write narrative. Use organizer for ideas.	Assist in writing conferences.		1	1	2	3	4	5	6	7	8	9	10
5.4.3	Write informative/explanatory texts to examine a topic and convey ideas and information clearly.	Acuity, Classroom Assessment	Introduce informative writings. Use organizer for ideas. Follow main idea/details format.	Assist in writing conferences.		1	1	2	3	4	5	6	7	8	9	10
5.4.6	Create single documents using a computer and employing organizational features.	Observation	Have student's word process a simple writing piece. Using various features (font, size, etc.) change document.	Assist as needed.		1	1	2	3	4	5	6	7	8	9	10
5.4.7	Use a thesaurus to identify alternative word choices and meaning.	Acuity, Classroom Assessment	Discuss use of thesaurus. Practice using together whole class.	Assist in writing conferences.		1	1	2	3	4	5	6	7	8	9	10
5.4.8	Review, evaluate, and revise writing for meaning and clarity.	Acuity, Classroom Assessment	After writing a rough draft, evaluate on own or a partner's writing with checklist provided.	Instruct how to use checklist during whole class instruction or during writing conferences.	Evaluate, Revise	1	1	2	3	4	5	6	7	8	9	10
5.4.9a	Proofread one's own or others' writing using a checklist of rules.	Acuity, Classroom Assessment	After writing a rough draft, evaluate on own or a partner's writing with checklist provided.	Instruct how to use checklist during whole class instruction or during writing conferences.	Proofread	1	1	2	3	4	5	6	7	8	9	10
5.4.9b	Provide reasonable corrections for specific, identified errors.	Acuity, Classroom Assessment	While using a checklist, make corrections using colored pen, so they will be easily identified.	Assist with making corrections during writing conferences.	Evaluate, Revise	1	1	2	3	4	5	6	7	8	9	10
5.4.10	Edit and revise writing to improve meaning and focus through adding, deleting, combining, clarifying, and rearranging words and sentences.	Acuity, Classroom Assessment	While using a checklist, make corrections using colored pen, so they will be easily identified.	Assist with making corrections during writing conferences.	Evaluate, Revise	1	1	2	3	4	5	6	7	8	9	10
5.4.11	Use logical organizational structures for providing information in writing.	Acuity, Classroom Assessment	Use organizer for ideas. Follow main idea/details format. Follow sequence format.	Assist during writing conferences.		1	1	2	3	4	5	6	7	8	9	10

K.RF.1.a-6	Track text with a finger from one line of the printed page to the next line on the same printed page (return sweep).	1		3	4
K.RF.1.a-7	Demonstrate that pages are turned one at a time in a sequence from front to back.		2	3	4
K.RF.1.b	Recognize that spoken words are represented in written language by specific sequences of letters.		2	3	4
K.RF.1.b-1	Distinguish letters from numbers on a printed page by pointing.		2	3	4
K.RF.1.b-2	Locate a letter on a printed page within text.		2	3	4
K.RF.1.b-3	State that letters are placed together to form words.		2	3	4
K.RF.1.b-4	Locate a word on a printed page within text (reads own name).		2	3	4
K.RF.1.b-5	Listen to spoken sentence(s) and state individual words in the sentence(s).			3	4
K.RF.1.c	Understand that words are separated by spaces in print.		2	3	4
K.RF.1.c-1	Isolate words within printed text. Example: Isolate words using index cards or by circling words.		2	3	4
K.RF.1.c-2	Point to individual words using one-to-one correspondence.			3	4
K.RF.1.d-1	Identify orally at least 50 percent of uppercase letters in random order.		2	3	4
K.RF.1.d-2	Identify orally at least 50 percent of lowercase letters in random order.		2	3	4
K.RF.1.d-3	Identify orally all uppercase letters in random order.	1		3	4
K.RF.1.d-4	Identify orally all lowercase letters in a random order.	1		3	4
K.RF.2	Demonstrate understanding of spoken words, syllables, and sounds.	1	2	3	
K.RF.2.a	Recognize and produce rhyming words.		2	3	4
K.RF.2.a-1	Identify if words rhyme when given a spoken prompt.			3	4
K.RF.2.a-2	State corresponding rhyming words in response to an oral prompt.			3	4
K.RF.2.b	Count, pronounce, blend, and segment syllables in spoken words.	1	2		4
K.RF.2.b-1	Recognize the concept of a syllable (eg parts/chunks of a word).			3	4
K.RF.2.b-2	Count and state the number of syllables in words.				
K.RF.2.b-3	Blend syllables together to form a word when given an oral prompt (eg, po-ta-to=potato, ham-burg-er=hamburger)	1			4
K.RF.2.b-4	Segment words into syllables orally when given a spoken prompt (eg. Potato=po-ta-to, hamburger=ham-burg-er).	1			
K.RF.2.c-2	Segment onsets and rimes of single-syllable words when given by a teacher. (See Appendix A, page 19)	1			4
K.RF.2.c-1	Blend onsets and rimes of single-syllable words when given by a teacher. (See Appendix A, page 19)	1			4
K.RF.2.d-1	State the initial sounds in three-phoneme words. (This does not include CVCs ending with /l/, /r/, or /x/.)			3	4
K.RF.2.d-2	State the final sounds in three-phoneme words. (This does not include CVCs ending with /l/, /r/, or /x/.)	1			4
K.RF.2.d-3	State the medial sounds in three-phoneme words (This does not include CVCs ending with /l/, /r/, or /x/.)	1	2		
K.RF.2.e-1	Blend at least three phonemes together to state one-syllable words.	1			4
K.RF.2.e-2	Segment one-syllable (three phonemes) words into phonemes.	1			
K.RF.2.e-3	Substitute individual sounds of simple one-syllable words to make new words. Start with beginning sounds (eg. Cat becomes hat).	1	2		
K.RF.2.e-4	Add individual sounds to simple one-syllable words to make new words. Start with beginning sounds (eg. Art becomes part, car becomes cart).	1	2		
K.RF.3	Know and apply grade-level phonics and word analysis skills in decoding words.	1	2	3	
K.RF.3.a-1	Produce 50 percent of the primary or most frequent sounds for each consonant.	1		3	4
K.RF.3.a-2	Produce all of the primary or most frequent sounds for each consonant.	1	2		4
K.RF.3.b-1	Recognize short vowel sounds (a,e,i,o,u) within common spellings.	1	2		
K.RF.3.b-2	Recognize long vowel sounds (a,e,i,o,u) within common spellings.	1	2	3	
K.RF.3.c	Read common high-frequency words by sight (eg. the, of to, you, she, my, is, are, do, does).				
K.RF.3.d	Distinguish between similarly spelled words by identifying the sounds of the letters that differ. Example: Look at cat and cot. State that they are different because cat has /a/ in the middle and cot has /o/ in the middle.	1	2	3	
K.RF.4	Read emergent reader texts with purpose and understanding.	1	2		
K.RF.4.a	Use self-correcting strategies when reading simple sentences.	1	2	3	
K.RI.1	With prompting and support, ask and answer questions about key details in a text.	1	2	3	4
K.RI.1.a	With prompting and support, answer simple questions about key details (individuals, events, ideas, or pieces of information) in a text.	1		3	4

Reading: Literary

K.RL.2.b	With prompting and support, identify orally two or more key details (characters, setting, major events) of familiar stories.		2	3	4
K.RL.2.c	With prompting and support, sequence identified key details (characters, setting, major events) of familiar stories.	1	2	3	4
K.RL.2.d	With prompting and support, recognize the beginning, middle, and end of familiar stories.	1	2	3	4
K.RL.2.e	With prompting and support, retell orally the beginning, middle, and end of familiar stories.	1	2	3	4
K.RL.2.f	With prompting and support, retell orally the beginning, middle and end of familiar stories including two or more key details (characters, setting, and major events).	1	2	3	4
K.RL.3	With prompting and support, identify characters, settings, and major events in a story.	1	2	3	4
K.RL.3.a	With prompting and support, define the terms characters.		2	3	4
K.RL.3.b	With prompting and support, identify characters in a story.		2	3	4
K.RL.3.c	With prompting and support, define the term setting.		2	3	4
K.RL.3.d	With prompting and support, identify the setting(s) in a story.		2	3	4
K.RL.3.e	With prompting and support, identify major events in a story.	1	2	3	4
K.RL.4.a	With prompting and support, recognize that words have a meaning.		2	3	4
K.RL.4.b	With prompting and support, recognize when a word is not understood in the context of the story.				
K.RL.4.c	With prompting and support, answer teacher's prompts about unknown words (new vocabulary) in a story.	1	2	3	4
K.RL.4.d	With prompting and support, ask about unknown words (new vocabulary) in a story.	1	2	3	4
K.RL.4.e	Understand and use fix-up strategies.	1	2	3	4
K.RL.4.e-1	Use pictures to figure out unknown words.	1	2	3	4
K.RL.4.e-2	Break words into sounds to read unknown words.	1	2	3	4
K.RL.4.e-3	Chunk unknown words into parts to read unknown words.	1	2	3	4
K.RL.5	Recognize common types of texts (eg. Storybooks, poems)	1	2	3	4
K.RL.5.a	Recognize storybooks by their features (pictures, text, illustrations).	1	2	3	4
K.RL.5.b	Recognize poems by the features (stanza, format, rhyme).	1	2	3	4
K.RL.6	With prompting and support, name the author and illustrator of a story and define the role of each in telling the story.	1	2	3	4
K.RL.6.a	With prompting and support, locate the name of the author.	1	2	3	4
K.RL.6.b	With prompting and support, define the role of the author in telling the story.			3	4
K.RL.6.c	With prompting and support, locate the name of the illustrator.	1	2	3	4
K.RL.6.d	With prompting and support, define the role of the illustrator in telling the story.	1	2	3	4
K.RL.7	With prompting and support, describe the relationship between illustrations and the text in which they appear (eg. What moment in the story an illustration depicts).	1	2	3	4
K.RL.7.a	Identify that illustrations tell a story or help tell a story.		2	3	4
K.RL.7.b	Explain that illustrations support and extend the story.	1	2	3	4
K.RL.9	With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories.	1	2	3	4
K.RL.9.a	With prompting and support, describe the meaning of contrast.	1	2	3	4
K.RL.9.b	With prompting and support, contrast the adventures and experiences of characters in familiar stories.	1	2	3	4
K.RL.9.d	With prompting and support, compare the adventures and experiences of characters in familiar stories.	1	2	3	4
K.SL.1	Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and large groups. Example: pair and share, confer with teachers, reader's chair/author's chair with interaction that involves conversation, interactive read alouds.				
K.SL.1.a	Listen to and follow directions.				4
K.SL.1.b	Define the term conversation.		2		4
K.SL.1.c	Define the term topic.		2		4
K.SL.1.d	State and follow agreed upon rules for discussions (eg. Listening to others and taking turns speaking about the topics and texts under discussion, looking at the speaker, using volume and tone appropriate for the setting, thinking about what the speaker is saying).		2		
K.SL.1.e	Participate in a conversation about a book or text and other kindergarten topics.				
K.SL.1.f	Speak to and respond to an adult in a complete sentence.				
K.SL.1.g	Speak to and respond to a partner in complete sentences.				

K.W.3.a	Orally identify events or experiences from their own lives.		2	3	4
K.W.3.b	Use a combination of drawing, dictating, and writing to sequence several events or experiences into beginning, middle, or end of a narrative.	1		3	4
K.W.3.c	Describe reactions or feelings to selected events or experiences.	1		3	4
K.W.5	With guidance and support from adults, respond to questions and suggestions from peers and add details to strengthen writing as needed.	1			
K.W.6	With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.	1	2	3	
K.W.7	Participate in shared research and writing projects (eg. Explore a number of books by a favorite author and express opinions about them).	1	2	3	
K.W.8	With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.			3	

Fifth Grade Social Studies Time and Content Grid

Standard	Number	Standard Indicator	Quarters Taught and Assessed			
			1	2	3	4
1: History	5.1.1	Identify and describe early cultures and settlements that existed in North America prior to contact with the Europeans.	1	2	3	4
	5.1.2	Examine accounts of early European explorations of North America, including major land and water routes, reasons for exploration and the impact the exploration had.	1	2	3	4
	5.1.3	Identify and compare historic Indian groups of the West, Southwest, Northwest, Arctic, and Sub-arctic, Great Plains, and Eastern Woodlands regions at the beginning of European exploration in the late 15 th and early 16 th centuries.	1	2	3	4
	5.1.4	Locate and compare the origins, physical structure and social structure of early Spanish, French, and British settlements.	1	2	3	4
	5.1.5	Explain the religious, political and economic reasons for movement of people from Europe to the Americas.	1	2	3	4
	5.1.6	Identify and discuss instances of both cooperation and conflict between Native American Indians and European settlers, such as agriculture, trade, cultural exchanges and military alliances, as well as later broken treaties, massacres and conflicts over control of the land.	1	2	3	4
	5.1.7	Identify and locate the 13 British colonies that became the United States and describe their daily life (political, social, and economic organization and structure).	1	2	3	4
	5.1.8	Identify the early founders of colonial settlements and describe early colonial resistance to British rule.	1	2	3	4
	5.1.9	Analyze the causes of the American Revolution as outlined in the Declaration of Independence.	1	2	3	4
	5.1.10	Identify the major British and American leaders and describe their roles in key events of the war for independence.	1	2	3	4
	5.1.11	Describe foreign aid to the colonies during the American revolution.	1	2	3	4
	5.1.12	Identify contributions of women and minorities during the American Revolution.	1	2	3	4
	5.1.13	Explain consequences of the American Revolution including the Articles of Confederation, changes in trade relationships and the achievement of independence by the United States.	1	2	3	4
	5.1.14	Explain why the Constitution of the United States was created in 1787 and how it established a stronger union among the original 13 states by making it the supreme law of the land. Identify the people who were involved in its development.	1	2	3	4
	5.1.15	Describe the origins and drafting of the Bill of Rights, ratified in 1791.	1	2	3	4
	5.1.16	Explain the development of the first American political parties and describe early presidential elections.	1	2	3	4
	5.1.17	Create and interpret timelines showing major people, events and developments in the early history of the United States from 1776-1801.	1	2	3	4
	5.1.18	Read fiction and non-fiction stories about conflicts among and between groups of people at different stages in the formation of the United States; give examples of how these conflicts were resolved and analyze the accuracy of the stories' historical details and sequence of events.	1	2	3	4
	5.1.19	Using primary and secondary sources to examine an historical account about an issue of the time, reconstruct the literal meaning of the passages by identifying who was involved, what happened, where it happened, what events led to these developments and what consequences or outcomes followed.	1	2	3	4
	5.1.20	Read and interpret primary and secondary sources accounts that pertain to a problem-confronting people during the Founding Era of the United States.	1	2	3	4
5.1.21	Formulate historical questions from encounters with primary sources and identify and describe the contributions of important early American artists and writers and traditional arts and crafts to the new nation's cultural landscape.	1	2	3	4	
2: Civics and Government	5.2.1	Summarize the principles and purposes of government as stated in the Preamble to the Constitution of the United States.	1	2	3	4
	5.2.2	Identify and explain ideas about limited government, the rule of law, and individual rights in key colonial documents.	1	2	3	4
	5.2.3	Give examples of how the British colonies developed forms of representative, self-government and democratic practices.	1	2	3	4
	5.2.4	Identify and explain key ideas about government as noted in the Declaration of Independence, Articles of Confederation, Northwest Ordinance, US constitution and the Bill Of Rights.	1	2	3	4
	5.2.5	Describe and give examples of individual rights guaranteed by the Bill of Rights.	1	2	3	4
	5.2.6	Describe the primary elections and general election process for local, state, and national offices, including those used to select congressional and presidential office holders.	1	2	3	4
	5.2.7	Describe the three branches of the US government, their functions and relationships.	1	2	3	4
	5.2.8	Demonstrate group and individual actions that illustrates civic virtues, such as civility, cooperation, respect, and responsible participation.	1	2	3	4
	5.2.9	Examine ways by which citizens may effectively voice opinions, monitor government, and bring about change in government including voting and participation in the election process.	1	2	3	4
	5.2.10	Use a variety of information resources to identify and evaluate contemporary issues that involve civic responsibility, individual rights, and the common good.	1	2	3	4

Sixth Grade Science Time and Content Grid

Standard	Number	Standard Indicator	Quarters Taught and			
			1	2	3	4
1: Nature of Science and Technology	6.1.1	Explain that some scientific knowledge, such as the length of the year, is very old and yet is still applicable today. Understand, however, that scientific knowledge is never exempt from review and criticism.	1	2	3	
	6.1.2	Give examples of different ways scientists investigate natural phenomena and identify processes all scientists use, such as collection of relevant evidence, the use of logical reasoning, and the application of imagination in devising hypotheses and explanations, in order to make sense of the evidence.	1	2	3	
	6.1.3	Recognize and explain that hypotheses are valuable, even if they turn out not to be true, if they lead to fruitful investigations.	1	2	3	
	6.1.4	Give examples of employers who hire scientists, such as colleges and universities, businesses and industries, hospitals and many government agencies.	1	2	3	
	6.1.5	Identify places where scientists work, including offices, classrooms, laboratories, farms, factories, and natural field settings ranging from space to the ocean floor.	1	2	3	
	6.1.6	Explain that computers have become invaluable in science because they speed up and extend people's ability to collect, store, compile, and analyze data, prepare research reports, and share data and ideas with investigators all over the world.	1	2	3	
	6.1.7	Explain that technology is essential to science for such purposes as access to outer space and other remote locations, sample collection and treatment, measurement, data collection and storage, computation, and communication of information.	1	2	3	
	6.1.8	Describe instances showing that technology cannot always provide successful solutions for problems or fulfill every human need.	1	2	3	
	6.1.9	Explain how technologies can influence all living things.	1	2	3	
2: Scientific Thinking	6.2.1	Find the mean and median of a set of data.	1	2	3	
	6.2.2	Use technology, such as calculators or computer spreadsheets, in analysis of data.	1	2	3	
	6.2.3	Select tools, such as cameras and tape recorders, for capturing information.	1	2	3	
	6.2.4	Inspect, disassemble, and reassemble simple mechanical devices and describe what the various parts are for. Estimate what the effect of making a change in one part of a system is likely to have on the system as a whole.	1	2	3	
	6.2.5	Organize information in simple tables and graphs and identify relationships they reveal. Use tables and graphs as examples of evidence for explanations when writing essays or writing about lab work, fieldwork, etc.	1	2	3	
	6.2.6	Read simple tables and graphs produced by others and describe in words what they show.	1	2	3	
	6.2.7	Locate information in reference books, back issues of newspapers and magazines, compact disks, and computer databases.	1	2	3	
	6.2.8	Analyze and interpret a given set of findings, demonstrating that there may be more than one good way to do so.	1	2	3	
	6.2.9	Compare consumer products, such as generic and brand-name products, and consider reasonable personal trade-offs among them on the basis of features, performance, durability, and costs.	1	2	3	
3: Physical Setting	6.3.1	Compare and contrast the size, composition, and surface features of the planets that comprise the solar system, as well as the objects orbiting them. Explain that the planets, except Pluto, move around the sun in nearly circular orbits.	1		3	4
	6.3.2	Observe and describe that planets change their position relative to the background of stars.	1		3	4
	6.3.3	Explain that the Earth is one of several planets that orbit the sun, and that the moon, as well as many artificial satellites and debris, orbit around the Earth.	1		3	4
	6.3.4	Explain that we live on a planet which appears at present to be the only body in the solar system capable of supporting life.	1		3	4
	6.3.5	Use models or drawings to explain that Earth has different seasons and weather patterns because it turns daily on an axis that is tilted relative to the plane of Earth's yearly orbit around the sun. Know that because of this, sunlight falls more intensely on different parts of Earth during the year (the accompanying greater length of days also has an effect) and the difference in heating produces seasons and weather patterns.	1		3	4
	6.3.6	Use models or drawings to explain that the phases of the moon are caused by the moon's orbit around Earth, once in about 28 days, changing what part of the moon is lighted by the sun and how much of that part can be seen from Earth, both during the day and night.	1		3	4
	6.3.7	Understand and describe the scales involved in characterizing Earth and its atmosphere. Describe that Earth is mostly rock, that three-fourths of its surface is covered by a relatively thin layer of water, and that the entire planet is surrounded by a relatively thin blanket of air.	1		3	4
	6.3.8	Explain that fresh water, limited in supply and uneven in distribution, is essential for life and also for most industrial processes. Understand that this resource can be depleted or polluted, making it unavailable or unsuitable for life.	1		3	4
	6.3.9	Illustrate that the cycling of water in and out of the atmosphere plays an important role in determining climatic patterns.	1		3	4
	6.3.10	Describe the motions of ocean waters, such as tides, and identify their causes.	1		3	4
	6.3.11	Identify and explain the effects of oceans on climate. (Core Standard)	1		3	4
	6.3.12	Describe ways human beings protect themselves from adverse weather conditions.	1		3	4
	6.3.13	Identify, explain, and discuss some effects human activities, such as the creation of pollution, have on weather and the atmosphere.	1		3	4
	6.3.14	Give examples of some minerals that are very rare and some that exist in great quantities. Explain how recycling and the development of substitutes can reduce the rate of depletion of minerals.	1		3	4

6: Cc	6.6.3	Understand and explain that the experimental and theoretical work done by French scientist Antoine Lavoisier in the decade between the American and French Revolutions contributed crucially to the modern science of chemistry.	1	2	3	4
	6.6.4	Investigate, observe, and describe that things change in steady, repetitive, or irregular ways, such as toy cars continuing in the same direction and air temperature reaching a high or low value. Note that the best way to tell which kinds of changes are happening is to make a table or a graph of measurements.	1	2	3	4
7: Common Themes	6.7.1	Describe that a system, such as the human body, is composed of subsystems.	1	2	3	4
	6.7.2	Use models to illustrate processes that happen too slowly, too quickly, or on too small a scale to observe directly, or are too vast to be changed deliberately, or are potentially dangerous.	1	2	3	4
	6.7.3	Identify examples of feedback mechanisms within systems that serve to keep changes within specified limits	1	2	3	4

	CC.7.RL.6 (7.2.4)	Determine an author's point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.				
	CC.7.RL.7	Compare and contrast a text to an audio, video, or multimedia version of the text, analyzing each medium's portrayal of the subject (e.g., how the delivery of a speech affects the impact of the words).				
	CC.7.RL.8 (7.2.4, 7.2.8)	Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.				
	CC.7.RL.9	Analyze how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.				
Reading Literature	7.3.2a	Identify events in a text that advance the plot.				
	7.3.2b	Describe how events augment the plot by explaining past or present action(s) or foreshadowing future action.				
	7.3.3a	Identify elements of a character's thoughts, words, speech patterns, and actions and explain how they contribute to characterization.				
	7.3.3b	Describe the effects of the narrator's description on characterization.				
	7.3.3c	Explain how the thoughts, words, and actions of other characters contribute to characterization.				
	7.3.5	Contrast points of view - such as first person, third person, limited and omniscient, and subjective and objective - in a literary text and explain how they affect the overall theme of the work.		2		
	7.3.5a	Identify types of points of view (such as first person, third person, limited and omniscient, subjective and objective) in a literary text.		2		4
	7.3.7	Explain how literary devices (such as symbolism, imagery, and metaphor) impact a variety of increasingly complex fictional texts and poems.		2		
	7.3.9a	Analyze and explain the relevance of setting to the mood of text.		2	3	4
	7.3.9b	Analyze and explain the relevance of setting to the tone of a text.		2	3	4
	7.3.9c	Analyze the relevance of setting to the meaning of a literary text.		2	3	4
	CC.7.RL.1	Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.				
	CC.7.RL.10	By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6-8 text complexity band proficiently, with scaffolding as needed at the high end of the range.				
	CC.7.RL.2 (7.3.4, 7.5.5)	Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.				
	CC.7.RL.3 (7.3.8)	Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).				
	CC.7.RL.4	Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.				
	CC.7.RL.5	Analyze how a drama's or poem's form or structure (e.g., soliloquy, sonnet) contributes to its meaning.				
	CC.7.RL.6	Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.				
	CC.7.RL.7	Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version, analyzing the effects of techniques unique to each medium (e.g., lighting, sound, color, or camera focus and angles in a film).				
	CC.7.RL.9	Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history.				
Speaking and Listening	CC.7.SL.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.				
	CC.7.SL.2	Analyze the main ideas and supporting details presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how the ideas clarify a topic, text, or issue under study.				
	CC.7.SL.3	Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and the relevance and sufficiency of the evidence.				
	CC.7.SL.4	Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.	1	2		4
	CC.7.SL.5	Include multimedia components and visual displays in presentations to clarify claims and findings and emphasize salient points.	1	2		4
	CC.7.SL.6	Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.				
	7.5.1a	Develop a standard plot line - including a beginning, conflict, rising action, climax, and denouement (resolution) - and point of view in a biographical or autobiographical composition.	1	2		4

Eighth Grade Language Arts Time and Content Grid

Standard	Number	Standard Indicator	Quarters Taught and Assessed			
			1	2	3	4
Nonfiction and Informational Text	8.2.1a	Identify elements of consumer materials.	1		3	4
	8.2.1b	Compare and contrast the structure, format, and purposes of different consumer materials.	1		3	4
	8.2.1c	Analyze how the structure, format, and purposes of consumer materials affect the overall understanding of the text.	1		3	4
	8.2.2	Analyze text that uses proposition (statement of argument) and support patterns.	1	2		
	8.2.4	Compare an original text to a summary to determine whether the summary accurately describes the main ideas, includes important details, and conveys the underlying meaning.	1	2		4
	8.2.7	Analyze how the structure, format, and purposes of informational materials (such as textbooks, newspapers, instructional or technical manuals, and public documents) affect the overall understanding of the text.	1		3	4
	8.2.8a	Comprehend (or follow) the directions from a technical manual.	1		3	4
	8.2.8b	Restate and explain the steps from a technical manual to use simple equipment.	1		3	4
	CC.8.RI.1 (8.2.9)	Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text.				
	CC.8.RI.10	By the end of the year, read and comprehend literary nonfiction at the high end of the grades 6-8 text complexity band independently and proficiently.				
	CC.8.RI.2	Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text.				
	CC.8.RI.2.a	Identify ideas that support the central idea.			3	
	CC.8.RI.2.b	Recognize the relationship of ideas that support the central idea.			3	
	CC.8.RI.2.c	Analyze the development of the central idea over the course of the text.			3	
	CC.8.RI.2.d	Provide an objective summary that includes the relationship of supporting ideas to the development of the central idea.			3	
	CC.8.RI.3	Analyze how a text makes connections among and distinctions between individuals, ideas, or events (e.g., through comparisons, analogies, or categories).				
	CC.8.RI.3.a	Compare how individuals, ideas, and/or events are connected (including classification and analogies).			3	
	CC.8.RI.3.b	Contrast the distinctions between individuals, ideas, and/or events within a text (including classification and analogies).			3	
	CC.8.RI.4	Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.			3	
	CC.8.RI.4.a	Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.			3	
	CC.8.RI.4.b	Analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.			3	
	CC.8.RI.5	Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.				
	CC.8.RI.6	Determine an author's point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.				
	CC.8.RI.6.a (8.2.2)	Identify evidence the author uses to support his or her viewpoints/position.			3	
	CC.8.RI.6.b (8.2.2)	Identify conflicting evidence or viewpoints presented by the author in a given text.			3	
	CC.8.RI.6.c	Compare and contrast the author's evidence and/or viewpoints to the conflicting evidence and/or viewpoints.			3	
	CC.8.RI.6.d	Analyze the techniques the author uses to respond to conflicting evidence.			3	
	CC.8.RI.6.e	Support your analysis with examples from the text.			3	
	CC.8.RI.7	Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic or idea.				
	CC.8.RI.8 (8.2.8)	Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced.				
	CC.8.RI.8.a	Define and identify examples of relevant and irrelevant evidence, sufficient evidence, and sound reasoning in informational text.			3	
	CC.8.RI.8.b	Classify arguments and claims in informational text as either relevant or irrelevant.			3	
	CC.8.RI.8.c	Classify reasoning in informational text as sound or unsound.			3	
	CC.8.RI.8.d	Classify evidence as sufficient or insufficient.			3	
CC.8.RI.8.e	Evaluate an argument in a text based on sound reasoning, and relevant and sufficient evidence.			3		
CC.8.RI.9 (8.2.3)	Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation.					

	CC.8.RL.2.d	Analyze the development of a theme or central idea over the course of a text.	1		3	
	CC.8.RL.2.e	Analyze a theme's relationship to the literary elements over the course of a text.	1		3	
	CC.8.RL.2.f (8.5.5)	Provide an objective summary of the text.	1		3	
	CC.8.RL.3 (8.3.2)	Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision.			3	
	CC.8.RL.3.a	Identify dialogue, plot, and characterization.	1		3	
	CC.8.RL.3.b	Analyze how lines of dialogue propel action, reveal characters, and provoke decisions.	1		3	
	CC.8.RL.3.c	Analyze how incidents in a story propel action, reveal characters, and provoke decisions.	1		3	
	CC.8.RL.4	Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.			3	
	CC.8.RL.4.a	Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings.	1		3	
	CC.8.RL.4.b	Analyze the impact of specific word choices on meaning and tone, including analogies or allusions, to other texts.	1		3	
	CC.8.RL.5	Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style.			3	
	CC.8.RL.5.a	Compare and contrast the structure of two or more texts.	1		3	
	CC.8.RL.5.b	Analyze how the differing structure of each text contributes to its meaning and style.	1		3	
	CC.8.RL.6	Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor.			3	
	CC.8.RL.7	Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.			3	
	CC.8.RL.7.a	Compare and contrast text (story or drama) and live or filmed production.	1		3	
	CC.8.RL.7.b	Analyze the faithfulness or departure between the text (story or drama) and the live or filmed production.	1		3	
	CC.8.RL.7.c	Evaluate the outcome/impact of choices made by directors and actors (their motivation, etc.).	1		3	
	CC.8.RL.9	Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new.			3	
Speaking and Listening	CC.8.SL.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly.			3	
	CC.8.SL.2	Analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation.			3	
	CC.8.SL.3	Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced.			3	
	CC.8.SL.4	Present claims and findings, emphasizing salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, and well-chosen details; use appropriate eye contact, adequate volume, and clear pronunciation.	1	2		
	CC.8.SL.5	Integrate multimedia and visual displays into presentations to clarify information, strengthen claims and evidence, and add interest.	1	2		
	CC.8.SL.6	Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.			3	
	8.4.10a	Use organizational tools such as outlines and graphic organizers to structure ideas for writing.		2	3	4
	8.4.10b	Use effective transitions between sentences to connect ideas.		2	3	4
	8.4.10c	Organize ideas and transitions to create a unified composition.		2	3	4
	8.4.11a	Identify topics leading to inquiry, investigation, and research.		2	3	
	8.4.11b	Ask and evaluate questions leading to inquiry, investigation, and research.		2	3	
	8.4.11c	Develop ideas leading to inquiry, investigation, and research.		2	3	
	8.4.1a	Share ideas for writing.		2	3	4
	8.4.1b	Create and maintain a list or notebook of ideas for writing.		2	3	4
	8.4.1c	Plan writing by use of graphic organizers.		2	3	4
	8.4.2	Create compositions that have a clear message, a coherent thesis (a statement of position on the topic), and end with a clear and well-supported conclusion.		2	3	4
	8.4.3a	Define paraphrase.		2	3	4
	8.4.3b	Include various devices such as analogies, paraphrases, quotations, and opinions from experts to support main ideas in theses and conclusions.		2	3	4
	8.4.4	Plan and conduct multiple-step information searches using computer networks.		2	3	4
	8.4.6a	Use a computer to word-process documents.		2	3	4
	8.4.6b	Use publishing programs to create documents.		2	3	4
	8.4.6c	Create simple databases to manage information and prepare reports.		2	3	4

CC.8.W.4 (8.4.9, 8.5.7)	Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.				
CC.8.W.5 (8.4.1, 8.4.7, 8.4.8, 8.4.9, 8.4.10)	With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed.				
CC.8.W.6 (8.4.6a, b)	Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas efficiently as well as to interact and collaborate with others.				
CC.8.W.7 (8.4.11, 8.5.3)	Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.				
CC.8.W.8 (8.4.4, 8.4.5, 8.5.3)	Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation.				
CC.8.W.9 (8.5.3)	Draw evidence from literary or informational texts to support analysis, reflection, and research.				

Attachment 12

Pupil Performance Standards

Students in eighth grade will be promoted on the basis of their performance on NWEA and ISTEP+, and mastery of grade level standards. All report cards at Timothy L. Johnson Academy are standards based, and grades reflect mastery of individual standards as the year progresses.

Attachment 13: Overview of programs:

School Day

8:00 a.m.	Bus Arrival
8:15 a.m.	Classroom Instruction Begins
3:00 p.m.	Bus Dismissal

The Timothy L. Johnson Academy school day begins at 8:00 A.M. and ends at 3:00 P.M. There are 180 instructional days in the calendar. Primary students are fed breakfast beginning at 7:45, and breakfast ends with the recitation of the Pledge of Allegiance and the Timothy L. Johnson Creed. Students in grades 3-8 begin their morning in the gym and recite the Pledge and Creed together before dismissing to their rooms for breakfast. Older students complete their morning work while eating breakfast. All students receive instruction in reading, language arts, mathematics, social studies, and science. The reading and math "blocks" are ninety and sixty minutes respectively. Social studies and science are taught in thirty minute blocks daily in fourth through eighth grade, and on alternating days in the primary grades. Lunch and recess for the younger children takes about forty-five minutes, and the older children (grades 6-8) have a thirty minute lunch and a break in the afternoon for fifteen minutes. Each grade level has music once weekly for thirty minutes, and sixth through eighth grade have gym daily for thirty minutes. Grades K-5 have gym once a week.



Timothy L. Johnson Academy 2013-2014 School Calendar

August 2013							September 2013							October 2013						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27pd	28	20	21	22	23	24	25pc	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

November 2013							December 2013							January 2014						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17pc	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

February 2014							March 2014							April 2014							
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	
						1							1				1	2	3	4	5
2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
16	17	18	19	20	21pd	22	16	17	18	19	20	21pc	22	20	21	22	23	24	25pc	26	
23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30				
							30	31													

May 2014							June 2014							July 2014								
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S		
					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26		
25	26	27	28	29	30	31	29	30						27	28	29	30	31				

Teacher Contract Days - Aug. 2-May 29	<i>Note: shaded dates = no school for students</i>	
	No school for students	
First Day of School (Grades K-8): Aug. 8	Labor Day: Sept. 2	Parent Teacher Conf.: Jan. 17
Last Day of School (Grades K-8): May 21	Professional Day: Sept. 27	Professional Day: Feb. 21
	Parent Teacher Conf.: Oct. 25	Parent Teacher Conf.: March 21
First Quarter Ends: Oct. 12		Spring Break: March 31-April 4
Second Quarter Ends: Dec. 21	Thanksgiving: Nov. 28-29	Professional Day: April 25
Third Quarter Ends: March 8	Winter Break: Dec. 23 - Jan. 3	
Fourth Quarter Ends: May 22	Martin Luther King Day: Jan. 20	Memorial Day: May 26

Attachment 14: Enrollment Policy

ADMISSIONS POLICY

Requirements relating to admissions shall be strictly observed:

- Enrollment shall be limited to students legally residing in Indiana
- The Academy shall not discriminate on the basis of intellectual or athletic abilities.
- The Academy shall not discriminate on the basis of "measures of achievement or aptitude."
- The Academy shall not discriminate on the status as a handicapped person or any other basis that would be illegal for an existing school district.
- Siblings of enrolled students shall have guaranteed enrollment and shall take preference over other students.
- The Academy shall provide for the education of its pupils without discrimination as to religion, creed, race, sex, color or national origin.
- The Academy shall comply with all state and federal civil rights laws.
- The Academy shall not charge tuition (but may charge fees in the same manner as existing public schools including fees for textbooks).
- The Academy shall not enroll any student who is not a legal resident of the state, except a foreign exchange student.
- The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues.

The admission process will begin on the Monday closest to March 25. If the number of applicants for a classroom exceeds the number of positions available, a random selection lottery shall be held on or about April 30 except for the first year when it will be held on the third Thursday in July. The open enrollment period will be not less than three weeks in duration. The random selection drawing shall be open to the public, and the Academy will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings during the school year for which the student applied.

For classrooms with available positions, late applications shall be accepted until July 15 of every year. Applicants will be enrolled in order of application date. If the number of applications for the remaining classroom positions exceeds the number of positions available, students shall be placed on a waiting list for any available positions.

If applications are still on a waiting list at the conclusion of the school year in which they applied, they must resubmit an application for the following year no later than April 15. Once children are enrolled, they will remain eligible to be enrolled in the Academy for successive years without having to re-enter the selection process. They must, however, enroll for the subsequent year no later than April 15.

The following procedures, at a minimum, shall be followed to enroll eligible students:

- Notice of the enrollment period and application process will be designed to inform the persons most likely to be interested in the Academy. The time periods offered to those persons interested in enrollment and interview processes will include some evening and weekend times. If the Academy has more applicants than available space, it will select students (from among qualified applications) using a random selection method. The Academy will give a priority to siblings of students already

enrolled and to students enrolled and admitted in the prior year.

- The Academy will accept applications year-round. If applications exceed positions available, April 15 of each year shall be the deadline for applications to be drawn by random selection. The Academy will mail applications to anyone requesting an application by telephone.

The Academy Board will provide notice of enrollment by:

- mailing written notice of the enrollment period and an application to all families who inquire about the Academy's enrollment; and
- posting written notice of the enrollment period at the school leader's office; and
- posting written notice of the enrollment period at public buildings, such as libraries, post offices, etc. within Fort Wayne.

Attachment 15: Discipline Policy

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

STUDENT DISCIPLINE

The following draft policies relating to student discipline are examples of the policies that will be adopted by the board of the Academy. These draft policies may be adjusted to reflect input from staff and parents but will be submitted to the University prior to adoption or change.

At all times, the board and staff will remain committed to ensuring that any disciplinary action is best undertaken when it is an educational experience. Discipline is, at its very root, learning. For that reason, the staff and administration will work to ensure that suspensions and expulsions are actions of last resort.

STUDENT DISCIPLINE

At Timothy L. Johnson Academy, discipline is the joint responsibility of students, parents, teachers, and administrators. Each member of the school is required to conduct him or herself in a way which respects the dignity, welfare, and property of each other member. Adult members will understand that their most effective means of shaping good behavior in students is through teaching good behavior, modeling good behavior, and rewarding good behavior and the progress toward it. These actions on the part of adults create a nurturing environment that enables students to be full members of a mutually respectful social structure.

Likewise, communication between Academy faculty and parents regarding consistency in expectations between home and school, are central to enabling students to develop sociable behavior. Communication and modeling are teachers', volunteers', and parents' first responsibilities. Their second responsibilities are conferences and mediation. Corrective disciplinary measures are a last, not first, resort.

All actions with regard to special education students will comply with the Individuals with Disabilities Education Act (IDEA.).

EXPULSION AND SUSPENSION POLICIES

The school leader may suspend a student for up to ten (10) days. Expulsion may be invoked only by a majority vote of the board.

In the event that the Academy decides to take actions to expel a student, the student will be given a notice which states the intent to expel and the reason(s) for the expulsion. Immediate attempts will be made to contact a parent or guardian by phone. The student may meet informally with the school leader to challenge the suspension. After the meeting, or if the student declines the meeting, suspension may be invoked immediately. A copy of the notice of intent to expel will be to the parent or guardian by certified mail or personal delivery within one (1) school day after the time of a student's suspension. A formal hearing will be scheduled within ten (10) business days from the date of the notice to expel. A notice of intent to expel shall include the reason(s) for the expulsion and contain the procedure for requesting and expulsion meeting.

In the event that, in the opinion of the school leader, a student's presence at the Academy creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the Academy, the student may be removed from the premises without formal suspension or expulsion procedures with notice and procedures to follow the removal in accordance with Indiana Code.

A student may be expelled for one (1) calendar year for bringing or possessing a firearm, knife gun or other deadly weapon on school property, in a school vehicle, or to any school-sponsored activity.

"Firearm" means any weapon that is capable of or designed to or that may readily be converted to expel a projectile by means of an explosion. "Bomb" means an explosive or incendiary device designed to release destructive materials or force; or dangerous gases; that is detonated by impact, proximity to an object, a timing mechanism, a chemical reaction, ignition, or other predetermined means.

The specific circumstances under which the school leader may modify a one (1) year expulsion could include:

1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the policy relating to Suspension/Expulsion of Disabled Students;
1. the student was unaware that s/he was possessing a firearm or knife;
2. the student did not understand that the item s/he possessed was

3. considered a firearm or knife;
the student brought the item to school as part of an educational activity and did not realize it would be considered a firearm or knife;
and
4. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

During the period of suspension, removal, or expulsion the student may not attend or participate in any Academy functions without permission from the school leader. The student may enter school facilities only when given permission by the school leader or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

The Board also authorizes the school leader to suspend a student from any or all co-curricular or extra-curricular activities for misconduct or rules violations. The length of suspension shall be determined by the school leader commensurate with the seriousness of the student's misconduct or rules violations in accordance with the discipline code.

The Board authorizes the school leader to provide for options to suspension of a student from school which shall include a program whereby a student performs community service either in lieu of or as a part of a suspension or an expulsion.

The Board designates the school leader or designee as its representative at all hearings regarding the appeal of a suspension. The Board or its designee will hear the appeal of an expulsion.

The school leader shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in control areas of the Academy and made available to students and parents upon request.

Attachment 16: Evidence of Demand

Provide, as **Attachment 16**, evidence of demand from the community and support from community partners, which may include letters of intent and/or memoranda of understanding, and should specify the resources to be committed or contributed from the partner, as applicable. **NOTE: Limit attachment to 25 pages.**

Timothy L. Johnson Academy has received strong support from parents and family members as is evidenced in the consistent enrollment numbers; over 85% attendance at parent/teacher conferences; packed houses for each school program and assembly; and volunteer participation at school events.

East Allen County Schools has been a consistent partner by leasing the closed Village Elementary School building and providing custodial and building maintenance services.

Additional partners are engaging in the future development of Timothy L. Johnson Academy including: Stop the Madness and IKON Family.

Attachment 17: Start-Up Plan - not applicable

Acct Number	REVENUE	Description											
			10	10	10	10	11	11	11	11			
0100-1510		Earnings on Investments											
0100-1999		Other Revenue from Local Sources	925	944	962	982	1,001	1,001	1,001	1,021			
0100-1951		Miscellaneous Revenue From Other School Corp	73,000	74,460	75,949	77,468	79,018	79,018	79,018	80,598			
0100-3111		State Unrestricted - Basic Grant	2,018,208	2,220,029	2,442,032	2,686,235	2,954,859	3,250,344	3,250,344	3,250,344			
0100-3221		State Unrestricted - Full-Day Kindergarten	180,000	183,600	187,272	191,017	194,838	194,838	194,838	198,735			
0100-3910		Textbook Reimbursement	22,941	23,400	23,868	24,345	24,832	24,832	25,329	25,329			
0100-6410		Insurance-Claims for Losses	5,757	5,872	5,990	6,109	6,232	6,232	6,356	6,356			
3720-3217		State Restricted - Connectivity	900	918	936	955	974	974	994	994			
3900-3280		State Restricted - Remediation Grant	1,800	1,764	1,729	1,694	1,660	1,627	1,627	1,627			
4100-4514		Federal Restricted - Title 1	170,331	166,924	163,586	160,314	157,108	153,966	153,966	153,966			
5250-4223		Federal Restricted - IDEA	53,929	55,003	56,108	57,260	58,374	59,542	59,542	59,542			
5900-4517		Federal Restricted - Drug Free Schools	1,637	1,670	1,705	1,737	1,772	1,807	1,807	1,807			
6840-4599		Federal Restricted - Title I-A	10,601	10,813	11,029	11,250	11,475	11,475	11,704	11,704			
6890-4599		Federal Restricted - Title V-b School Facilities	77,840	77,840	77,840	77,840	77,840	77,840	77,840	77,840			
7965-4599		Federal Restricted - Education Jobs	7,373										
SUBTOTAL			2,625,252	2,823,252	3,049,015	3,287,188	3,566,993	3,566,993	3,566,993	3,569,875			

EXPENDITURES													
INSTRUCTIONAL PROGRAMS													
11XX		Instructional Services - Wages/Benefits (K)	148,711	198,711	208,647	219,079	230,033	241,535	241,535	241,535			
0100-11050-311		Other Supplies and Materials	6,000	6,300	6,615	6,946	7,293	7,658	7,658	7,658			
0100-1100-311		Instructional Services - Wages/Benefits (Elem)	501,063	601,116	706,172	816,480	932,304	1,100,535	1,100,535	1,100,535			
0100-11100-630		Textbook	19,380	19,380	19,768	20,163	20,566	20,978	20,978	20,978			
0100-11100-660		Other Supplies and Materials	13,000	13,260	13,525	13,796	14,072	14,353	14,353	14,353			
0100-11200-311		Instructional Services - Wages/Benefits (MS)	46,671	99,005	100,985	103,005	105,065	107,186	107,186	107,186			
4100-11100-311		Instructional Services - Wages/Benefits	138,565	152,421	167,663	184,430	202,872	223,160	223,160	223,160			
5900-1100-660		Other Supplies and Materials	1,143	1,172	1,185	1,213	1,244	1,253	1,253	1,253			
4100-11100-741		Computer Hardware	4,900	4,900	4,900	4,900	4,900	4,900	4,900	4,900			
4100-11100-742		Distance Learning Equipment	3,700	3,774	3,849	3,926	4,005	4,085	4,085	4,085			
0100-11100-810		Dues and Fees	0	5,000	5,100	5,202	5,306	5,412	5,412	5,412			
SUBTOTAL			882,759	1,105,039	1,238,419	1,379,146	1,527,660	1,731,049	1,731,049	1,731,049			

ORTHOPEdic IMPAIRMENT (OI/PT)													
12310		Other Professional and Technical Services	2,000	2,100	2,205	2,315	2,431	2,431	2,431	2,553			
SUBTOTAL			2,000	2,100	2,205	2,315	2,431	2,431	2,431	2,553			

SPECIAL PROGRAMS													
130XX		Instructional Services - Wages/Benefits	72,343	75,960	79,758	83,746	87,934	87,934	87,934	92,330			
3900-1300-311		Instructional Services - Wages/Benefits	52,262	53,907	54,383	55,451	56,570	56,570	56,570	57,721			
SUBTOTAL			124,605	129,867	134,141	139,207	144,504	144,504	144,504	150,032			

SUMMER SCHOOL PROGRAM													
140XX		Instruction Services	3,285	3,450	3,622	3,803	3,993	3,993	3,993	4,193			
3199-14100-311		Instruction Services	3,285	3,450	3,622	3,803	3,993	3,993	3,993	4,193			
SUBTOTAL			3,285	3,450	3,622	3,803	3,993	3,993	3,993	4,193			

GUIDANCE SERVICES - REMEDIATION GRANT													
141XX		Instructional Services	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800			
3900-14100-311		Instructional Services	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800			
SUBTOTAL			1,800										

INFORMATION SERVICES													
212XX		Advertising	5,000	5,250	5,513	5,788	6,078	6,361	6,361	6,361			
0100-21240-540		Printing and Binding	2,800	2,940	3,087	3,241	3,403	3,574	3,574	3,574			
0100-21240-532		Postage	200	210	221	232	243	243	243	255			

SUBTOTAL	8,000	8,400	8,820	9,261	9,724	10,210
PSYCHOLOGICAL SERVICES						
0100-21420-313	2,500	2,625	2,756	2,894	3,039	3,191
SUBTOTAL	2,500	2,625	2,756	2,894	3,039	3,191
SPEECH PATHOLOGY AND AUDIOLOGY SERVICES						
0100-21520-313	48,000	52,800	58,080	63,888	70,277	77,304
SUBTOTAL	48,000	52,800	58,080	63,888	70,277	77,304
OCCUPATIONAL THERAPY SERVICES						
0100-21620-313	9,000	9,450	9,923	10,419	10,940	11,487
SUBTOTAL	9,000	9,450	9,923	10,419	10,940	11,487
IMPROVEMENT ON INSTRUCTION						
0100-22120-312	5,000	5,250	5,513	5,788	6,078	6,381
0100-22120-580	700	735	772	810	851	893
6840-22120-580	550	578	606	637	669	702
5808-22120-312	488	512	538	565	593	621
0100-22120-319	150,566	158,094	165,999	174,299	183,013	192,164
6840-22120-312	3,610	3,791	3,980	4,179	4,388	4,607
6840-22120-319						
4100-22120-319	17,046	17,900	18,795	19,735	20,722	21,758
4100-22120-730	1,000	1,050	1,103	1,158	1,216	1,276
SUBTOTAL	178,961	187,910	197,305	207,170	217,529	228,270
OTHER SUPPORT SERVICES - INSTRUCTIONAL STAFF						
4100-22900-319	8,030	8,432	8,853	9,296	9,761	10,249
SUBTOTAL	8,030	8,432	8,853	9,296	9,761	10,249
SUPPORT SERVICES - GENERAL ADMINISTRATION						
0100-23110-319	60,546	66,601	73,261	80,587	88,646	97,510
0100-23290-319	222,025	230,487	251,976	275,582	301,515	330,009
0100-23150-318	12,000	12,240	12,485	12,734	12,989	13,249
0100-23150-810	425	434	442	451	460	469
SUBTOTAL	294,996	309,762	338,164	369,354	403,610	441,237
SUPPORT SERVICES - SCHOOL ADMINISTRATION						
0100-24100-314	312,311	327,927	344,323	361,540	379,617	398,957
0100-24100-319	12,000	12,600	13,230	13,495	13,764	14,040
0100-24100-532	800	840	882	926	972	1,021
0100-24100-580	300	315	331	347	365	383
0100-24100-611	3,000	3,150	3,308	3,473	3,647	3,829
0100-24100-615	1,200	1,260	1,323	1,389	1,459	1,532
0100-24100-810	4,000	4,200	4,410	4,631	4,862	5,105
SUBTOTAL	333,811	350,292	367,807	385,800	404,685	424,507
OPERATION & MAINTENANCE OF PLANT						
0100-26200-319	44,270	46,484	48,808	51,248	53,811	56,501
0100-26200-411	6,000	6,300	6,615	6,946	7,293	7,658
0100-26200-412	5,100	5,355	5,623	5,904	6,199	6,509
0100-26200-430	79,898	83,893	88,088	92,492	97,117	101,972
0100-26200-440	2,400	2,520	2,646	2,778	2,917	3,063
0100-26200-490	5,000	5,250	5,513	5,788	6,078	6,381
0100-26200-531	9,560	10,038	10,540	11,067	11,620	12,201
0100-26200-532	1,056	1,109	1,164	1,222	1,284	1,348
0100-26200-611	10,000	10,500	11,025	11,576	12,155	12,763
0100-26200-615	3,000	3,150	3,308	3,473	3,647	3,829

0100-26200-621	Heating and Cooling for Buildings - Electricity	24,500	25,725	27,011	28,361	29,779	31,268
0100-26200-622	Heating and Cooling for Buildings - Gas	24,500	25,725	27,011	28,361	29,779	31,268
0100-26200-744	Connectivity - Internet Connection & Network Connection	6,800	6,930	7,277	7,640	8,022	8,423
0100-26400-430	Repairs and Maintenance	50,000	52,500	55,125	57,881	60,775	63,814
0100-26400-440	Equipment- Rentals	5,380	5,649	5,931	6,228	6,539	6,866
0100-26400-720	Buildings	4,623	4,854	5,097	5,352	5,619	5,900
0100-26400-730	Equipment	3,000	3,150	3,308	3,473	3,647	3,829
0100-26400-741	Computer Hardware	200	210	221	232	243	255
0100-26400-745	Telecommunications Equipment	6,748	7,082	7,436	7,808	8,199	8,609
0100-26700-520	Insurance	17,539	18,416	19,337	20,304	21,319	22,385
SUBTOTAL		309,371	324,839	341,081	358,135	376,042	394,844

PUPIL TRANSPORTATION							
0100-27100-510	Pupil Transportation - Wages/Benefits	127,581	133,960	147,356	162,091	178,301	196,131
0100-27300-430	Repairs and Maintenance Services	22,000	23,100	24,295	25,468	26,741	28,078
0100-27300-612	Tires and Repairs	5,000	5,250	5,513	5,788	6,078	6,381
0100-27300-613	Gas and Lubricants	25,000	26,250	27,563	28,941	30,388	31,907
0100-27300-810	Dues and Fees	500	525	551	579	608	638
SUBTOTAL		180,081	189,085	205,237	222,867	242,115	263,135

LEASE RENTALS - SCHOOL BUSES							
0100-27700-440	Rentals - Bus	0	0	0	0	0	0
SUBTOTAL		0	0	0	0	0	0

OTHER COMMUNITY SERVICES							
6840-33900-319	Other Professional and Technical Services	4,725	4,725	4,725	4,725	4,725	4,725
6840-33900-680	Other Supplies and Materials	1,716	1,716	1,716	1,716	1,716	1,716
SUBTOTAL		6,441	6,441	6,441	6,441	6,441	6,441

FACILITIES ACQUISITION & CONSTRUCTION							
0100-45500-440	Building - Rent	50,000	50,000	50,000	50,000	50,000	50,000
SUBTOTAL		50,000	50,000	50,000	50,000	50,000	50,000

SCHOOL BUSES - Principal and Interest							
0100-51400-831	Redemption of Principal - School Bus Loan	13,749	13,749	13,749	13,749	13,749	13,749
0100-52400-832	Interest - School Bus Loans	3,350	3,350	3,350	3,350	3,350	3,350
0100-53300-510	School Bus Lease Principal						
0100-53350-510	School Bus Lease Interest	17,099	17,099	17,099	17,099	17,099	17,099
SUBTOTAL		246,540	275,879	299,174	323,895	350,164	377,601

TOTAL EXPENDITURES		2,625,252	2,823,252	3,049,015	3,297,188	3,569,993	3,869,875
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TOTAL REVENUE		164,713	64,462	57,271	58,293	58,345	92,274
General Fund - Excess/(Deficit)							
BUDGETED RESERVE							
Food Service Fund - Excess/(Deficit)		17,991	18,350	18,717	19,092	19,474	19,863
EXCESS/(DEFICIT) LESS BUDGETED RESERVE		182,703	82,812	75,988	77,385	87,819	112,137

BEGINNING FUND BALANCE		\$ 116,919	\$ 299,622	\$ 382,434	\$ 458,422	\$ 535,807	\$ 623,626
ENDING FUND BALANCE		\$ 299,622	\$ 382,434	\$ 458,422	\$ 535,807	\$ 623,626	\$ 735,762
FUND BALANCE AS PERCENTAGE OF REVENUE		11%	14%	15%	16%	17%	19%

Timothy L. Johnson Academy
4625 Werling Drive
Fort Wayne, IN 46806

Regular Board Meeting
April 22, 2013 @ 4:00 p.m.

AGENDA

- I. Regular Board Meeting: Call to Order & Roll Call
- II. Approval of Agenda
- III. Consent Calendar
 - A. Review and Approval of February 25, 2013 Executive Session & Regular Meeting Minutes
- IV. Correspondence
- V. Financial Report
 - A. Review and Approval of February 2013 Financials
 - B. Review and Approval of March 2013 Financials
- VI. Hearing of the Public* (limited to agenda items)
- VII. Old Business
- VIII. New Business
- IX. School Leader Report
- X. Hearing of the Public* (related to non-agenda items)
- XI. Discussion (non-agenda items)
- XII. Reconfirmation of Next Regular Meeting Date: May 20, 2013 @ 4 p.m.

XIII. Adjournment

Individuals wishing to address the Board are requested to sign in with the Board Secretary prior to the start of the meeting. Individual comments are limited to no more than (3) minutes each and a total time allowance not to exceed (30) minutes.

Complaints or concerns regarding Board members or school employees associated with the Academy shall first be addressed in writing and delivered to the Board President at least (5) days prior to the Board meeting or such complaints or concerns shall not be heard by the Board. The Board will not verbally respond to public comments but may follow up in the most appropriate and time-effective manner. This is a meeting of the Board of Directors in public for the purpose of conducting the Academy's business and is not to be considered a public community meeting. There is a time for public comment during the meeting as indicate.

Proposed minutes of this meeting will be available for public inspection at TLJA, located at 4625 Werling Dr., Fort Wayne, IN 46806, eight (8) business days after the meeting. Approved minutes are available within five (5) business days after the meeting at which they are approved (in accordance with Open Meetings Act, Public Act 267).

Timothy L. Johnson Academy
4625 Werling Drive
Fort Wayne, IN 46806

Executive Session, immediately followed by the
Regular Board Meeting

February 25, 2013 @ 4:00 p.m.

MINUTES

Executive Session: Charter Contract Renewal

Called to order at 4:15 PM.

Board members present: R. Nickleson, V. Graham, D. Stewart

Board members absent: I. Rolland, K. Updike

Meeting adjourned at 5:10 PM.

I. Regular Board Meeting: Call to Order & Roll Call – 5:10 PM

Board members present: R. Nickleson, V. Graham, D. Stewart

Board members absent: I. Rolland, K. Updike

Others present: S. Bollier, L. Jones Sessler

II. Approval of Agenda – Motion to approve by D. Stewart, second by V. Graham, passed 3-0.

III. Consent Calendar

A. Review and Approval of January 29, 2013 Executive Session & Regular Meeting Minutes

Motion to approve by V. Graham, second by D. Stewart, passed 3-0.

IV. Correspondence - None

V. Financial Report

A. Review and Approval of January 2013 Financials

East Allen County Schools utility/custodial costs are lower than budgeted. Motion to approve by V. Graham, second by D. Stewart, passed 3-0.

VI. Hearing of the Public* (limited to agenda items) - None

VII. Old Business - None

VIII. New Business

A. 2012-2013 Revised Wellness Policy

Motion to approve by D. Stewart, second by V. Graham, passed 3-0.

IX. School Leader Report - None

X. Hearing of the Public* (related to non-agenda items) - None

XI. Discussion (non-agenda items) - None

XII. Reconfirmation of Next Regular Meeting Date: March 25, 2013 @ 4 p.m.

XIII. Adjournment at 5:45 PM.

Motion by V. Graham, second by D. Stewart, passed 3-0.

Respectfully submitted by Rebecca Day.

Approved by: _____



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Treasurer's Report

DATE: March 7, 2013

To: Ian Rolland, Treasurer, Timothy L. Johnson Academy

From: Jan Howell, Budget Manager

Re: Budget Status for Month Ending February 28, 2013

CC: Steve Bollier

Upon reviewing your financials, please contact me if you have any questions at 517.333.3168

General Fund:

Receipts:

- Revenue was received at the budgeted amounts in the General Fund with the exception of Local Revenue which is comprised of rent revenue and merchandise sales.

Disbursements:

- Expenditures were incurred at the budgeted amounts in the General Fund.
- Aged Payables:
 - There are no aged payables over 60 days.

School Service Fund:

Receipts:

- Revenue was received at slightly less than the budgeted amounts in the School Service Fund.

Disbursements:

- Expenditures were incurred at the budgeted amounts in the School Service Fund.

Cash Flow:

- Cash flow is adequate to meet the obligations of the Academy.

Other Items to Note:

- The Cash Forecast Statement is actual through February 28, 2013.

TIMOTHY L. JOHNSON ACADEMY
 Cash Forecast Statement
 Combined General and Special Revenue Funds

Actual as of February 28, 2013

Fiscal Year 2012-2013	July	August	September	October	November	December
Beginning Balance	\$ 373,012.47	\$ 417,358.25	\$ 360,713.09	\$ 313,565.10	\$ 306,817.86	\$ 280,386.54
Estimated Receipts:						
Collection of State Aid	\$ 173,002.58	\$ 173,002.58	\$ 173,002.60	\$ 173,002.57	\$ 173,002.60	\$ 173,002.57
Collection of Grants	\$ 26,087.73	\$	\$ 9,419.00			
Proceeds from Loans and Interest						
Other Revenue and Receipts	\$ 863.37	\$ 961.59	\$ 453.05	\$ 49,477.29	\$ 69,357.39	\$ 187,698.70
TOTAL AVAILABLE FUNDS:	\$ 572,966.15	\$ 591,322.42	\$ 543,587.74	\$ 536,044.96	\$ 549,177.85	\$ 641,087.81
Less Estimated Disbursements:						
Salaries and Benefits	\$ 97,498.78	\$ 105,387.14	\$ 145,114.57	\$ 136,330.79	\$ 138,161.98	\$ 155,400.87
Services, Supplies, and Materials	\$ 52,109.12	\$ 118,222.19	\$ 79,908.07	\$ 83,896.31	\$ 121,629.33	\$ 106,666.74
Land and Building	\$ 6,000.00	\$ 7,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
TOTAL DISBURSEMENTS:	\$ 155,607.90	\$ 230,609.33	\$ 230,022.64	\$ 229,227.10	\$ 268,791.31	\$ 271,067.61
ESTIMATED ENDING BALANCE:	\$ 417,358.25	\$ 360,713.09	\$ 313,565.10	\$ 306,817.86	\$ 280,386.54	\$ 370,020.20

Fiscal Year 2012-2013	January	February	March	April	May	June
Beginning Balance	\$ 370,020.20	\$ 419,533.56	\$ 413,923.73	\$ 399,256.73	\$ 384,589.73	\$ 369,922.73
Estimated Receipts:						
Collection of State Aid	\$ 168,387.75	\$ 165,714.05	\$ 177,000.00	\$ 177,000.00	\$ 177,000.00	\$ 177,000.00
Collection of Grants	\$ 68,585.56	\$	\$ 23,568.00	\$ 23,568.00	\$ 23,568.00	\$ 23,568.00
Proceeds from Loans and Interest						
Other Revenue and Receipts	\$ 33,900.76	\$ 71,748.01	\$ 11,435.00	\$ 11,435.00	\$ 11,435.00	\$ 11,435.00
TOTAL AVAILABLE FUNDS:	\$ 640,894.27	\$ 656,995.62	\$ 625,926.73	\$ 611,259.73	\$ 596,592.73	\$ 581,925.73
Less Estimated Disbursements:						
Salaries and Benefits	\$ 129,956.57	\$ 150,683.84	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 82,000.00
Services, Supplies, and Materials	\$ 81,604.14	\$ 83,388.05	\$ 67,670.00	\$ 67,670.00	\$ 67,670.00	\$ 67,670.00
Land and Building	\$ 9,800.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
TOTAL DISBURSEMENTS:	\$ 221,360.71	\$ 243,071.89	\$ 226,670.00	\$ 226,670.00	\$ 226,670.00	\$ 158,670.00
ESTIMATED ENDING BALANCE:	\$ 419,533.56	\$ 413,923.73	\$ 399,256.73	\$ 384,589.73	\$ 369,922.73	\$ 423,255.73

Timothy L Johnson Academy
BUDGET PROJECTIONS
For the Eight Months Ending February 28, 2013
(UNAUDITED)

	Actual	Budget	Actual % YTD
Revenue			
1XXX Local	\$58,401	\$925	6313.6%
3XXX State	1,575,946	2,134,249	73.8%
4XXX Federal	79,842	305,094	26.2%
6XXX Other	<u>5,757</u>	<u>0</u>	<u>0.0%</u>
Total Revenue & Other Transactions	1,719,946	2,440,268	70.5%
Expenditures			
11XXX Regular Programs	544,737	756,450	72.0%
12XXX Special Programs	0	2,000	0.0%
136XX Special Interest Programs	76,662	123,765	61.9%
14XXX Summer School Programs	1,339	5,485	24.4%
21XXX Support Services-Student	24,744	44,500	55.6%
22XXX Support Services-Instruction	106,474	177,289	60.1%
23XXX Support Services-General Administration	240,706	282,506	85.2%
24XXX Support Services-School Administration	219,581	328,459	66.9%
26XXX Operation and Maintenance of Plant	208,815	289,145	72.2%
27XXX Student Transportation	133,155	183,350	72.6%
33XXX Community Services	1,755	0	0.0%
45XXX Rentals	77,400	100,000	77.4%
51XXX Principal on Debt	6,869	0	0.0%
52XXX Interest on Debt	2,201	0	0.0%
53XXX Lease Rental	<u>0</u>	<u>17,100</u>	<u>0.0%</u>
Total Expenditures and Other Transactions	<u>1,644,438</u>	<u>2,310,049</u>	71.2%
Excess Revenue or (Expenditures)	<u><u>75,508</u></u>	<u><u>130,219</u></u>	
Fund Balance July 1, 2012		116,919	
Fund Balance June 30, 2013		247,138	
SCHOOL SERVICE FUND			
Revenue			
1XXX Local	604	1,000	60.4%
3XXX State	42	25	168.0%
4XXX Federal	<u>142,083</u>	<u>217,000</u>	<u>65.5%</u>
Total Revenue & Other Transactions	142,729	218,025	65.5%
Expenditures			
31XXX Food Service	<u>141,499</u>	<u>200,068</u>	<u>70.7%</u>
Total Expenditures and Other Transactions	<u>141,499</u>	<u>200,068</u>	70.7%
Excess Revenue or (Expenditures)	<u><u>1,230</u></u>	<u><u>17,957</u></u>	

Student Count: 264.50

Timothy L. Johnson Academy
SUMMARY ACTUALS-FUNCTIONAL BASIS
For the Eight Months Ending February 28, 2013
(UNAUDITED)

	Function Totals	Objects of Expenditure							
		3XX Purchased Services	4XX Utility Services	51X, 52X Other Parch. Services	53X to 59X Communications	6XX Supplies and Materials	7XX Property	8XX Other Objects Debt Service	9XX Transfers
GENERAL FUND									
111 Elementary Instruction	\$518,850	\$475,336	\$0	\$0	\$0	\$36,426	\$7,088	\$0	\$0
112 Middle School Instruction	25,887	25,887	0	0	0	0	0	0	0
136 Special Interest Programs	76,662	76,662	0	0	0	0	0	0	0
141 Summer School	1,339	1,339	0	0	0	0	0	0	0
212 Guidance Services	1,134	0	0	1,134	0	0	0	0	0
214 Psychological Services	325	325	0	0	0	0	0	0	0
215 Speech Pathology Services	18,960	18,960	0	0	0	0	0	0	0
216 Occupational Therapy	4,325	4,325	0	0	0	0	0	0	0
22? Support Services-Instructional	106,474	105,903	0	671	0	0	0	0	0
23? Governing Body Services	240,706	240,706	0	0	0	0	0	0	0
241 Office of the Principal Services	219,582	213,485	0	194	4,024	0	0	1,879	0
26? Operation and Maintenance of	208,814	27,012	99,637	18,147	3,061	43,689	17,268	0	0
27? Pupil Transportation	133,155	0	27,846	86,124	0	18,918	0	267	0
33? Community Services	1,755	1,755	0	0	0	0	0	0	0
45? Rentals	77,400	0	77,400	0	0	0	0	0	0
52? School Bus Lease	9,070	0	0	0	0	0	0	9,070	0
TOTAL	1,644,438	1,191,595	204,883	104,271	5,060	103,057	24,356	11,216	0
SCHOOL SERVICE FUND									
31? Food Services	141,499	93,653	0	0	0	47,516	0	330	0
TOTAL	141,499	93,653	0	0	0	47,516	0	330	0

Timothy L. Johnson Academy
SUMMARY BUDGET-FUNCTIONAL BASIS
For Budget Passed October 22, 2012
(UNAUDITED)

Function	Function Totals	Objects of Expenditure						8XX to 9XX Other Objects & Debt Service
		3XX Purchased Services	4XX Utility Services	51X, 52X Other Purch. Services	53X to 59X Communication	6XX Supplies and Materials	7XX Property	
GENERAL FUND								
111 Elementary Instruction	\$708,779	\$883,030	\$0	\$0	\$0	\$0	\$8,600	\$0
112 Middle School Instruction	46,671	46,671	0	0	0	0	0	0
127 Special Programs	2,000	2,000	0	0	0	0	0	0
136 Special Interest Programs	123,765	123,765	0	0	0	0	0	0
141 Summer School	5,485	5,485	0	0	0	0	0	0
212 Guidance Services	8,000	0	0	8,000	0	0	0	0
214 Psychological Services	2,500	2,500	0	0	0	0	0	0
215 Speech Pathology Services	25,000	25,000	0	0	0	0	0	0
216 Occupational Therapy	9,000	9,000	0	0	0	0	0	0
227 Support Services-Instructional Staff	177,289	176,589	0	0	700	0	0	0
237 Governing Body Services	282,506	282,081	0	0	0	0	0	425
241 Office of the Principal Services	328,459	318,459	0	0	1,800	0	0	4,000
267 Operation and Maintenance of Plant	289,145	59,613	143,778	17,588	10,616	0	6,600	0
277 Pupil Transportation	183,351	0	30,943	121,908	0	0	0	500
457 Rentals	100,000	0	100,000	0	0	0	0	0
527 School Bus Lease	17,100	0	17,100	0	0	0	0	0
TOTAL	2,310,050	1,725,193	274,721	156,547	21,116	112,348	15,200	4,925
SCHOOL SERVICE FUND								
317 Food Services	200,068	146,738	0	0	0	53,000	0	330
TOTAL	200,068	146,738	0	0	0	53,000	0	330

Timothy L Johnson Academy
COMBINED BALANCE SHEET
ALL FUND TYPES AND ACCOUNT GROUPS
For the Eight Months Ending February 28, 2013
(UNAUDITED)

	General Fund	Special Revenue	TOTAL (MEMORANDUM ONLY)
ASSETS			
CASH	\$413,923		\$413,923
PREPAIDS	6,000		6,000
DEPOSITS	500		500
TOTAL ASSETS	420,423		420,423
 LIABILITIES & FUND EQUITY			
LIABILITIES			
ACCOUNTS PAYABLE	1,486		1,486
TOTAL LIABILITIES	1,486		1,486
FUND EQUITY			
BEGINNING FUND BALANCE	116,919		116,919
CHANGE IN FUND BALANCE	302,018		302,018
TOTAL FUND EQUITY	418,937		418,937
 TOTAL LIABILITIES & FUND EQUITY	 420,423		 420,423

From: From: From: From: From: From:
 Checkbook ID First Last Number First Last
 Description First Last Date 2/1/2013 2/28/2013
 User-Defined 1 First Last Type First Last

Sorted By: Number
 Include Trx: Reconciled, Unreconciled, Voided

* Voided transaction ^ Cleared amount is different than posted amount

Checkbook ID	Description	User-Defined 1	Current Balance			
Number	Date	Type	Paid To/Rcvd From	Reconciled	Origin	Payment Deposit
CHARTER ONE	Charter One Bank					\$410,855.71
202607	2/7/2013	CHK	IGC DATA MANAGEMENT	Yes	PMCHK00000534	\$1,530.00
202608	2/7/2013	CHK	INDIANA MICHIGAN POWER	Yes	PMCHK00000534	\$195.41
202609	2/7/2013	CHK	MERCEDES-BENZ FIN SERV USA LLC	Yes	PMCHK00000534	\$1,133.79
202610	2/7/2013	CHK	OUTCOME LLC	Yes	PMCHK00000534	\$128.00
202611	2/7/2013	CHK	SCHENKELS DAIRY	Yes	PMCHK00000534	\$694.82
202612	2/7/2013	CHK	SEELY OFFICE SOLUTIONS	Yes	PMCHK00000534	\$583.96
202613	2/7/2013	CHK	SPIECE, GLENDA	Yes	PMCHK00000534	\$1,181.25
202614	2/7/2013	CHK	ENA SERVICES LLC	Yes	PMCHK00000534	\$100.00
202615	2/7/2013	CHK	MACALLISTER POWER SYSTEMS	Yes	PMCHK00000534	\$444.78
202616	2/14/2013	CHK	CLASSIC CAFE INC	Yes	PMCHK00000535	\$10,859.20
202617	2/14/2013	CHK	COMCAST CABLE	Yes	PMCHK00000535	\$144.15
202618	2/14/2013	CHK	DAGER, JERRY	Yes	PMCHK00000535	\$130.00
202619	2/14/2013	CHK	FOSTER GRANDPARENT PROGRAM	Yes	PMCHK00000535	\$44.00
202620	2/14/2013	CHK	G-NEIL	Yes	PMCHK00000535	\$58.68
202621	2/14/2013	CHK	GORDON FOOD SERVICE	Yes	PMCHK00000535	\$1,973.51
202622	2/14/2013	CHK	MADISON, MARGIE	Yes	PMCHK00000535	\$800.00
202623	2/14/2013	CHK	PHILADELPHIA INSURANCE COMPANIES	Yes	PMCHK00000535	\$608.00
202624	2/14/2013	CHK	SCHENKELS DAIRY	Yes	PMCHK00000535	\$723.32
202625	2/14/2013	CHK	TOLBERT, KENNETH	Yes	PMCHK00000535	\$400.00
202626	2/14/2013	CHK	TOLBERT, JUANITA	Yes	PMCHK00000535	\$400.00
202627	2/14/2013	CHK	TURNSTONE CTR FOR DISABLED	Yes	PMCHK00000535	\$653.70
202628	2/14/2013	CHK	SCHOLASTIC INC	No	PMCHK00000535	\$919.93
202629	2/21/2013	CHK	BALL STATE UNIVERSITY	Yes	PMCHK00000536	\$4,844.00
202630	2/21/2013	CHK	BARRETT & MCNAGNY, LLP	Yes	PMCHK00000536	\$4,705.00
202631	2/21/2013	CHK	DISCOUNT SCHOOL SUPPLY	Yes	PMCHK00000536	\$199.89
202632	2/21/2013	CHK	DORTCH, ANITA	Yes	PMCHK00000536	\$945.00
202633	2/21/2013	CHK	EAST ALLEN COUNTY SCHOOLS	Yes	PMCHK00000536	\$13,658.08
202634	2/21/2013	CHK	HOUGHTON MIFFLIN	Yes	PMCHK00000536	\$2,013.37
202635	2/21/2013	CHK	KONICA MINOLTA BUSINESS SOLUTIONS	Yes	PMCHK00000536	\$494.42
202636	2/21/2013	CHK	KONICA MINOLTA PREMIER FINANCE	Yes	PMCHK00000536	\$389.02
202637	2/21/2013	CHK	MACALLISTER POWER SYSTEMS	Yes	PMCHK00000536	\$408.00
202638	2/21/2013	CHK	MEDCO SUPPLY CO	Yes	PMCHK00000536	\$121.38
202639	2/21/2013	CHK	SCHENKELS DAIRY	Yes	PMCHK00000536	\$723.61
202640	2/21/2013	CHK	SEELY OFFICE SOLUTIONS	Yes	PMCHK00000536	\$6.19
202641	2/21/2013	CHK	ST JOHN LUTHERAN CHURCH	No	PMCHK00000536	\$5,800.00
202642	2/21/2013	CHK	VERIZON WIRELESS	Yes	PMCHK00000536	\$114.78
202643	2/28/2013	CHK	APPLE INC	No	PMCHK00000537	\$3,790.00
202644	2/28/2013	CHK	DORTCH, ANITA	No	PMCHK00000537	\$810.00
202645	2/28/2013	CHK	GORDON FOOD SERVICE	No	PMCHK00000537	\$1,523.35
202646	2/28/2013	CHK	MACALLISTER POWER SYSTEMS	No	PMCHK00000537	\$823.10
202647	2/28/2013	CHK	MADISON, MARGIE	No	PMCHK00000537	\$600.00
202648	2/28/2013	CHK	SCHENKELS DAIRY	No	PMCHK00000537	\$471.02
202649	2/28/2013	CHK	SPEEDWAY SUPERAMERICA LLC	No	PMCHK00000537	\$2,573.99
202650	2/28/2013	CHK	TOLBERT, KENNETH	No	PMCHK00000537	\$600.00
202651	2/28/2013	CHK	TOLBERT, JUANITA	No	PMCHK00000537	\$600.00
00000193	2/7/2013	IAJ	Child Nutrition Revenue	Yes	CMTRX00001040	\$19,136.93
IAJ00000193	2/15/2013	IAJ	02-13 State Aid	Yes	CMTRX00001044	\$165,714.05
IAJ00000193	2/22/2013	IAJ	Child Nutrition Revenue	Yes	CMTRX00001045	\$21,992.71
IAJ00000193	2/28/2013	IAJ	SAFE 03-13 Rent	Yes	CMTRX00001047	\$7,300.00
IAJ00000194	2/18/2013	IAJ	Textbook Reimb	Yes	CMTRX00001048	\$23,228.84
XFR00000193	2/14/2013	XFR	TLG Transfer	Yes	CMXFR00000425	\$72,267.11
XFR00000193	2/27/2013	XFR	TLG Transfer	Yes	CMXFR00000426	\$100,884.18



Leona Schools' Academic Standing

Arizona

2011-12 Report card grade and 2010-11 AYP status

	Grade	AYP
Alta Vista High School	B-Alt	Met
Apache Trail High School	A-Alt	Not Met
Crestview College Preparatory High School	B-Alt	Met
Desert Hills High School	C	Met
El Dorado High School	B-Alt	Not Met
Estrella High School	B-Alt	Not Met
Gilbert Arts Academy	B	Met
Havasu Preparatory Academy (opened 2011)	C	N/A
Liberty Arts Academy	B	Met
Maya High School	C-Alt	Met
Mission Heights Preparatory High School (opened 2011)	B	N/A
Peoria Accelerated High School	B-Alt	Not Met
Quest High School (formerly Tempe Accelerated High School)	C-Alt	Not Met
Skyview High School	B-Alt	Not Met
South Pointe Elementary School	C-Alt	Not Met
South Pointe Junior High School	C-Alt	Not Met
South Pointe High School	B-Alt	Met
South Ridge High School	A	Not Met
Summit High School	C-Alt	Not Met
Sun Valley High School	C-Alt	Met
Vista Grove Preparatory Elementary School	D	Met
Vista Grove Preparatory Middle School	D	Met
West Phoenix High School	C-Alt	Met

Florida

2011-12 Report card grade and AYP status

	Grade	AYP
Broward County Community Charter School	C	Not Met
Broward County Community Charter School West	B	Not Met
Community Charter School of Excellence	D	Not Met
Community Charter School of Excellence Middle School	F	Not Met
Discovery Middle School	C	Not Met



Indiana

2011-12 Report card grade and AYP status

	Grade	AYP
Timothy L. Johnson Academy	D.....	Not Met

Michigan

2011-12 Report card grade and AYP status

	Grade	AYP	Phase
Academy for Business and Technology Elementary	C.....	Met.....	0
Academy for Business and Technology High School.....	C.....	Met.....	0
Allen Academy.....	C.....	Met.....	1
César Chávez Academy Lower Elementary.....	C.....	Met.....	0
César Chávez Academy Upper Elementary.....	C.....	Not Met.....	0
César Chávez Academy Middle School.....	C.....	Met.....	0
César Chávez Academy High School.....	C.....	Met.....	4
Dream Academy.....	--.....	Not Met.....	2
Francis Reh Public School Academy.....	C.....	Met.....	0
George Crockett Academy.....	C.....	Met.....	0
George Crockett Consortium High School.....	--.....	Not Met.....	0
Hope of Detroit Academy.....	C.....	Met.....	0
Hope of Detroit Consortium High School.....	--.....	Met.....	0
Joy Preparatory Academy, Oakman Campus.....	C.....	Met.....	0
Joy Preparatory Academy, Dexter Campus.....	C.....	Met.....	0
Mildred C. Wells Academy.....	C.....	Met.....	0
Northridge Academy.....	C.....	Met.....	0
Pierre Toussaint Academy.....	D-Alert.....	Not Met.....	0
Saginaw Preparatory Academy.....	C.....	Met.....	0
Traverse City College Preparatory Academy.....	--.....	Met.....	0
Voyageur Academy.....	C.....	Met.....	0
Voyageur Consortium High School.....	C.....	Met.....	0

New Leona Schools in 2012-13

	Grade	AYP	Phase
Academy of Warren.....	D-Alert.....	Not Met.....	0
Highland Park Renaissance Academy (Barber).....	C.....	Met.....	0
Highland Park Renaissance Academy (Henry Ford).....	C.....	Met.....	0
Highland Park Renaissance Academy High School.....	D-Alert.....	Not Met.....	9



Ohio

2011-12 Report card grade and AYP status

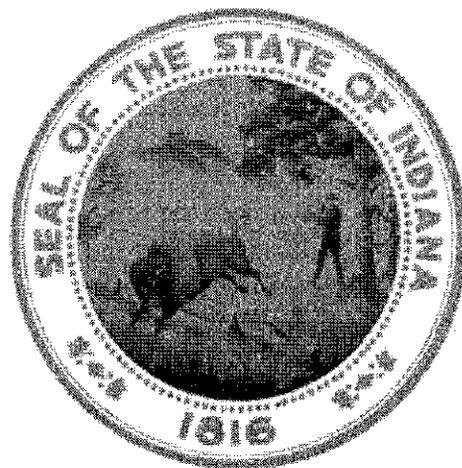
	AYP	Value-Added Growth	Overall Rating
Achieve Career Preparatory Academy	Not Met	N/A	Not Yet Finalized
C.M. Grant Leadership Academy.....	Not Met	Met.....	Not Yet Finalized
Cincinnati Leadership Academy	Not Met	Met.....	Not Yet Finalized
Eagle Academy	Not Met	Below.....	Not Yet Finalized
Lake Erie Academy.....	Not Met	Met.....	Not Yet Finalized
Northpointe Academy.....	Met	Above	Not Yet Finalized
South Scioto Academy.....	Not Met	Met.....	Not Yet Finalized
Wildwood Environmental Academy.....	Met.....	Met.....	Not Yet Finalized

STATE BOARD OF ACCOUNTS
302 West Washington Street
Room E418
INDIANAPOLIS, INDIANA 46204-2769

FINANCIAL STATEMENT AND
FEDERAL SINGLE AUDIT REPORT
OF

TIMOTHY L. JOHNSON ACADEMY
ALLEN COUNTY, INDIANA

July 1, 2009 to June 30, 2011



FILED

01/13/2012

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STATE OF INDIANA
AN EQUAL OPPORTUNITY EMPLOYER

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**INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENT
AND SUPPLEMENTARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

TO: THE OFFICIALS OF THE TIMOTHY L. JOHNSON ACADEMY, ALLEN COUNTY, INDIANA

We have audited the accompanying financial statement of the Timothy L. Johnson Academy (School Corporation), for the years ended June 30, 2010 and 2011. This financial statement is the responsibility of the School Corporation's management. Our responsibility is to express an opinion on this financial statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School Corporation's internal control over reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the School Corporation prepares its financial statement on the prescribed basis of accounting that demonstrates compliance with the reporting requirements established by the State Board of Accounts as allowed by state statute (IC 5-11-1-6), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The basis of accounting noted above is a different basis than that used in the prior year.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position and results of operations of the School Corporation for the years ended June 30, 2010 and 2011, on the basis of accounting described in Note 1.

In accordance with Government Auditing Standards, we have also issued a report dated November 23, 2011, on our consideration of the School Corporation's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF THE FINANCIAL STATEMENT
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

TO: THE OFFICIALS OF THE TIMOTHY L. JOHNSON ACADEMY, ALLEN COUNTY, INDIANA

We have audited the financial statement of the Timothy L. Johnson Academy (School Corporation), for the years ended June 30, 2010 and 2011, and have issued our report thereon dated November 23, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the School Corporation's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the School Corporation's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the School Corporation's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statement will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

FINANCIAL STATEMENT

The financial statement and accompanying notes were approved by management of the School Corporation. The financial statement and notes are presented as intended by the School Corporation.

TIMOTHY L. JOHNSON ACADEMY
NOTES TO FINANCIAL STATEMENT

Note 1. Summary of Significant Accounting Policies

A. Reporting Entity

School Corporation, as used herein, shall include, but is not limited to, school townships, school towns, school cities, consolidated school corporations, joint schools, metropolitan school districts, township school districts, county schools, united schools, school districts, cooperatives, educational service centers, community schools, community school corporations, and charter schools.

The School Corporation was established under the laws of the State of Indiana. The School Corporation operates under a Board of School Trustees form of government and provides educational services.

The accompanying financial statement presents the financial information for the School Corporation (primary government).

B. Basis of Accounting

The financial statement is reported on a regulatory basis of accounting prescribed by the State Board of Accounts in accordance with state statute (IC 5-11-1-6), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

The regulatory basis of accounting differs from accounting principles generally accepted in the United States of America in that receipts are recognized when received in cash, rather than when earned, and disbursements are recognized when paid, rather than when a liability is incurred.

C. Cash and Investments

Investments are stated at cost. Any changes in fair value of the investments are reported as receipts in the year of the sale of the investment.

D. Receipts

Receipts are presented in the aggregate on the face of the financial statement. The aggregate receipts include the following sources:

Local sources which include taxes, revenue from local governmental units other than school corporations, transfer tuition, transportation fees, investment income, food services, school corporation activities, revenue from community services activities, and other revenue from local sources.

State sources which include distributions from the State of Indiana to be used by the School Corporation for various purposes. Included in state sources are unrestricted grants, restricted grants, revenue in lieu of taxes, and revenue for or on behalf of the School Corporation.

TIMOTHY L. JOHNSON ACADEMY
NOTES TO FINANCIAL STATEMENT
(Continued)

Note 2. Deposits and Investments

Deposits, made in accordance with state statute (IC 5-13), with financial institutions in the State of Indiana at year end should be entirely insured by the Federal Depository Insurance Corporation or by the Indiana Public Deposit Insurance Fund. This includes any deposit accounts issued or offered by a qualifying financial institution.

State statutes authorize the School Corporation to invest in securities including, but not limited to, federal government securities, repurchase agreements, and certain money market mutual funds. Certain other statutory restrictions apply to all investments made by local governmental units.

Note 3. Risk Management

The School Corporation may be exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; job related illnesses or injuries to employees; medical benefits to employees, retirees, and dependents; and natural disasters.

These risks can be mitigated through the purchase of insurance, establishment of a self-insurance fund, and/or participation in a risk pool. The purchase of insurance transfers the risk to an independent third party. The establishment of a self-insurance fund allows the School Corporation to set aside money for claim settlements. The self-insurance fund would be included in the financial statement. The purpose of participation in a risk pool is to provide a medium for the funding and administration of the risks. These risks may also be mitigated by the School Corporation by recording as a disbursement and replacement items purchased.

SUPPLEMENTARY INFORMATION – UNAUDITED

For additional financial information, the School Corporation's Financial Reports can be found on the Indiana Department of Education website: <http://mustang.doe.state.in.us/TRENDS/fin.cfm>. This website is maintained by the Indiana Department of Education. More current financial information is available from the School Corporation Treasurer's office.

Differences may be noted between the financial information presented in the financial statement contained in this report and the financial information presented in the Financial Reports of the School Corporation which are referenced above. These differences, if any, are due to adjustments made to the financial information during the course of the audit. This is a common occurrence in any financial statement audit. The financial information presented in this report is audited information, and the accuracy of such information can be determined by reading the opinion given in the Independent Auditor's Report.

The supplementary information presented was prepared and/or approved by management of the School Corporation. It is presented as intended by the School Corporation.

TIMOTHY L. JOHNSON ACADEMY
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -
 REGULATORY BASIS
 For the Year Ended June 30, 2010
 (Continued)

	Special Education- IDEA	Drug Free Schools	Improving Teaching Quality Title II-A	Enhanced Education Through Technology Title II-D	Public Charter School Grant Program	Fiscal Stabilization	ARRA- Title I	ARRA- Special Education- IDEA	Totals
Cash and investments - beginning	\$ (16,822)	\$ (57)	\$ (38,966)	\$ (5,882)	\$ 39,718	\$ 122,155	\$ -	\$ -	\$ 43,625
Receipts:									
Local sources	-	-	-	-	-	-	-	-	13,815
State sources	-	-	-	-	13,980	-	-	-	1,603,930
Federal sources	20,643	-	8,727	-	55,920	41,387	47,801	32,698	612,088
Other	-	57	-	5,882	-	-	-	-	38,287
Total receipts	20,643	57	8,727	5,882	69,900	41,387	47,801	32,698	2,268,120
Disbursements:									
Current:									
Instruction	-	-	-	-	-	163,357	34,208	-	798,365
Support services	22,816	-	17,169	-	-	-	9,000	49,848	1,059,480
Noninstructional services	-	-	-	-	-	-	-	-	146,728
Facilities acquisition and construction	-	-	-	-	-	-	-	-	194,291
Debt services	-	-	-	-	-	-	9,291	-	9,291
Nonprogrammed charges	-	-	-	-	-	-	-	-	38,287
Total disbursements	22,816	-	17,169	-	-	163,357	43,208	49,848	2,246,442
Excess (deficiency) of receipts over disbursements	(2,173)	57	(8,442)	5,882	69,900	(121,970)	4,593	(17,150)	21,678
Cash and investments - ending	\$ (18,995)	\$ -	\$ (47,408)	\$ -	\$ 109,618	\$ 185	\$ 4,593	\$ (17,150)	\$ 65,303

TIMOTHY L. JOHNSON ACADEMY
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -
 REGULATORY BASIS
 For the Year Ended June 30, 2011
 (Continued)

	Improving Teaching Quality Title II-A	Public Charter School Grant Program	Fiscal Stabilization	ARRA- Title I	ARRA- Special Education- IDEA	Totals
Cash and investments - beginning	\$ (47,408)	\$ 109,618	\$ 185	\$ 4,593	\$ (17,150)	\$ 65,303
Receipts:						
Local sources	-	-	-	-	-	10,196
State sources	-	-	-	-	-	1,821,663
Federal sources	6,995	-	-	31,864	23,359	596,747
Total receipts	6,995	-	-	31,864	23,359	2,368,576
Disbursements:						
Current:						
Instruction	-	-	1,336	31,550	1,654	948,383
Support services	9,278	-	-	-	4,555	973,318
Noninstructional services	-	-	-	-	-	164,095
Facilities acquisition and construction	-	-	-	-	-	223,712
Debt services	-	-	-	-	-	7,452
Total disbursements	9,278	-	1,336	31,550	6,209	2,316,960
Excess (deficiency) of receipts over disbursements	(2,283)	-	(1,336)	314	17,150	51,616
Cash and investments - ending	\$ (49,691)	\$ 109,618	\$ (1,151)	\$ 4,907	\$ -	\$ 116,919

TIMOTHY L. JOHNSON ACADEMY
 SUPPLEMENTARY INFORMATION
 SCHEDULE OF LONG-TERM DEBT
 June 30, 2011

Description of Debt	Ending Principal Balance	Principal and Interest Due Within One Year
Note and loan payable	\$ 246,546	\$ 33,399

SUPPLEMENTAL AUDIT OF
FEDERAL AWARDS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133
(Continued)

A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the School Corporation's management, school administration, others within the entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. In accordance with Indiana Code 5-11-5-1, this report is a part of the public records of the State Board of Accounts and of the office examined.

STATE BOARD OF ACCOUNTS

November 23, 2011

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The Schedule of Expenditures of Federal Awards and accompanying note presented were approved by management of the School Corporation. The schedule and note are presented as intended by the School Corporation.

TIMOTHY L. JOHNSON ACADEMY
NOTE TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the Timothy L. Johnson Academy (School Corporation) and is presented in accordance with the cash and investment basis of accounting used in the preparation of the financial statement. Accordingly, the amount of federal awards expended is based on when the disbursement related to the award occurs except when the federal award is received on a reimbursement basis. In these instances the federal awards are considered expended when the reimbursement is received.

Circular A-133 requires an annual audit of nonfederal entities expending a total amount of federal awards equal to or in excess of \$500,000 in any fiscal year unless by constitution or statute a less frequent audit is required. In accordance with Indiana Code (IC 5-11-1 et seq.), audits of School Corporations shall be conducted biennially. Such audits shall include both years within the biennial period.

TIMOTHY L. JOHNSON ACADEMY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

No matters are reportable.

Attachment 23 – Not Applicable

Attachment 24 – Not Applicable

EXHIBIT C
ACCOUNTABILITY PLAN

Timothy L. Johnson Academy

Education One, L.L.C.

Accountability Plan

1. Educational Goals

Student assessment data will be collected daily, weekly, monthly, at the end of each semester, and at the end of the school year. State-mandated test results, DORA/DOMA assessments, and other artifacts of student work will be used to determine academic growth. Results of the DORA/DOMA assessments will be compiled by grade level and for the school as a whole.

A full-time Data/Testing Manager is **required** as a part of this charter. This individual's **sole** function will be to manage testing, analyze data, and provide just-in-time recommendations for intervention. The individual, while certified and experienced as a teacher, should have no other duties such as teaching, etc.

a. Academic Achievement

TLJ Academy will demonstrate improvement in the state's accountability system as established under PL 221. For each future year of operation, TLJ Academy will receive a grade of C or better beginning in the first year of operation under the Charter Agreement with Education One, L.L.C. For each subsequent year, TLJ Academy will receive the same grade or better than the year before. By year three of the charter, TLJ Academy will earn a school rating of A.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of growth for this goal:

Year One	<u>Achieved</u> a grade of C or Better	Met Standard
	<u>Did not Achieve</u> a grade of C or Better	Failed Standard
Year Two - Three	<u>Achieved</u> a grade of A or B	Exceeded Standard
	<u>Achieved</u> a grade of C or Better	Met Standard
	<u>Did not Achieve</u> a grade of C or Better	Failed Standard

b. Documentation of Value Added

DORA/DOMA is the required assessment software utilized by Education One, L.L.C.

All students **will** take the DORA/DOMA assessments **at entrance and two additional times per year** as a part of the universal screening program. Additional assessments may be utilized as needed for ELL students, students with disabilities, gifted students, or any student deemed appropriate by the school administration. This data must be used to inform strategies for student assistance programs, including intervention.

Percentage of students enrolled for at least one semester who make progress on the DORA/DOMA tests or other instrument as measured at the time of entrance and two additional times during the academic year.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of growth for this goal:

Benchmark	Rating
>80%	Exceeded
70-80%	Met
<70%	Failed

c. Participation Rate

Beginning in year one of the new charter, the percentage of students required to take state-mandated tests and who participate **will increase 5% per year** from a baseline of not less than 75%.

d. School-wide Satisfaction

The percentage of students, parents, and staff reporting satisfaction with their school experience **will be at or above 80%** as determined by a third party survey. Education One, L.L.C. recommends Henderson Educational Services for the purposes of this survey.

2. Organizational Goals

a. Class Size Reduction

The Institute of Educational Services, research arm of the U.S. Department of Education, cites class size reduction as one of only four, evidence-based reforms proven to increase student achievementⁱ. Education One, L.L.C. supports this evidence and **requires** a class size of not more than 20 students in grades K-3 and not more than 27 students in in grades 4-8.

Implementation of this goal **will require additional staffing** at both the Teacher and the Interventionist level.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Grade Level	Benchmark	Rating
K-3	Number of classes with <20 students	Exceeded
K-3	Number of classes with 20 students	Met
K-3	Number of classes with >20 students	Failed
4-8	Number of classes with <27 students	Exceeded
4-8	Number of classes with 27 students	Met
4-8	Number of classes with >27 students	Failed

b. Year-Around Academic Calendar

Duke University's Dr. Cooper Harris, a national expert on year-round schooling, reviewed three dozen studies on student achievement and found that students in year-round programs rate higher in retaining learned material. The difference is even larger for students who are struggling in school or come from low-wealth families. In an earlier study, Cooper found that students on average lose one month of learning over a long summer break. Students in year-round schools tend to lose only about half that muchⁱⁱ.

Education One, L.L.C. endorses the use of year-around academic calendars to increase student achievement and retention of learned materials. Timothy L. Johnson Academy **will implement** a year-around academic calendar for the 2013-2014 academic year.

c. Teacher/Administration Team Management

A U.S. Department of Education (2004) study observes that at successful charter schools, administrators “have created program schedules to support teacher collaboration.” This collaboration concludes, “Shared meeting time for teams of teachers during the school day gives them opportunity to plan, develop curriculum, discuss student issues, and conference with families.”ⁱⁱⁱ Similarly, Izumi and Yan (2005) found that teachers at highly improving California charter schools meet regularly to analyze student data, plan for interventions, and design curriculum.^{iv}

Education One, L.L.C. endorses the implementation of program schedules that support teacher collaboration and analysis of student data. At a minimum, Timothy L. Johnson Academy **will implement** a school schedule that allows for the following meetings to be conducted during the school day:

Who Attends	Duration	Purpose	Occurrence
K-3 Teachers, Academic Leader, School Leader, Test/Data Manager	1 Hour	Student Data Analysis/Intervention Planning	Once per Week, Semester Wrap-Up, Year-End Wrap-Up
4-5 Teachers, Academic Leader, School Leader, Test/Data Manager	1 Hour	Student Data Analysis/Intervention Planning	Once per Week, Semester Wrap-Up, Year-End Wrap-Up
6-8 Teachers, Academic Leader, School Leader, Test/Data Manager	1 Hour	Student Data Analysis	Once per Week, Semester Wrap-Up, Year-End Wrap-Up
K-3 Teachers, Academic Leader, School Leader, Test/Data Manager	1 Hour	Curriculum Design Family Conferencing Administrative Concerns	Once per Week, Semester Wrap-Up, Year-End Wrap-Up
4-5 Teachers, Academic Leader, School Leader, Test/Data Manager	1 Hour	Curriculum Design Family Conferencing Administrative Concerns	Once per Week, Semester Wrap-Up, Year-End Wrap-Up
6-8 Teachers, Academic Leader, School Leader, Test/Data Manager	1 Hour	Curriculum Design Family Conferencing Administrative Concerns	Once per Week, Semester Wrap-Up, Year-End Wrap-Up

d. Classroom/Teacher Accountability

A 2008 study by the Academic Development Institute states that a school may have a good academic plan, curricula, and high expectations, but all these things may be undercut by poor execution in the classroom. Principals must know what is going on in their classrooms and should therefore make frequent classroom visits to ensure that deficiencies are quickly corrected.^v

Education One, L.L.C. endorses this research and **requires** that the Timothy L. Johnson Academy Leader and/or the School Leader conduct weekly classroom visits. Visits should be documented through the use of an evaluation form. Administration should compare what the teacher is doing to what he or she should be doing from the teacher’s daily plan.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Number of Classroom Visits completed Weekly	Rating
>80%	Exceeded
70-80%	Met
<70%	Failed

e. Teacher Professional Development

Evidence shows that teachers, who consistently participate in professional development, consistently improve their methods and may ultimately improve the performance of their students.^{vi}

Education One, L.L.C. endorses the implementation of professional development programs and makes the following recommendations based on the research of CORD, a national nonprofit organization that has been providing innovations in education to prepare students for greater success in careers and higher education:

- Create learning schools in which all staff is involved in “sustained, rigorous study of what they teach and how they teach it.”
- Provide time for teacher professional development each day for teachers to work together and to collaboratively plan lessons and share information.
- Base professional development on the collaboration model—teachers learning from each other.

Education One, L.L.C. **requires** that teachers at the Timothy L. Johnson Academy participate in professional development on a regular basis and **requires** that professional development be paid for by the Organizer. Professional Development must be documented and approved in advance by the school leader and/or the school academic leader.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Percentage of Teachers	Rating
Monthly Professional Development is >80%	Exceeded
Monthly Professional Development is 70-80%	Met
Monthly Professional Development is <70%	Failed

3. Student Success and Satisfaction Goals

a. Music Program Development

A National Center for Educational Statistics study reported that from a sample size of 13,327 high school sophomores; those who participated in music reported higher grades in English, math, history, and science than those who did not participate in music.^{vii}

Education One, L.L.C. endorses this research and **requires** that the Timothy L. Johnson Academy implement music education programs into the curriculum as follows:

Year of Charter	Percentage of students participating
1	25%
2	50%
3	75%

b. Art Program Development

A Stanford University and Carnegie Foundation Study found that young people who participate in the arts are:

- 4 times more likely to be recognized for academic achievement
- 4 times more likely to participate in a math or science fair
- 3 times more likely to win an award for school attendance
- 2 times more likely to read for pleasure
- 4 times more likely to perform community service^{viii}

Education One, L.L.C. endorses this research and **requires** that the Timothy L. Johnson Academy implement art education programs into the curriculum as follows:

Year of Charter	Percentage of students participating
1	25%
2	50%
3	75%

c. Science and Math Manipulatives

Research shows that given the opportunity to experiment, students will make use of all their senses to discover and digest scientific and mathematical principles for themselves. They will investigate ways to solve problems, talk about their solutions and those of other students, and observe procedures used by others. Learning about science--or any other subject--requires students to connect new information with knowledge and skills previously acquired.

When the Association of American Publishers' School Division surveyed 2,000 teachers about their use of various types of instructional materials, manipulatives ranked second as a teaching tool only to textbooks.^{ix}

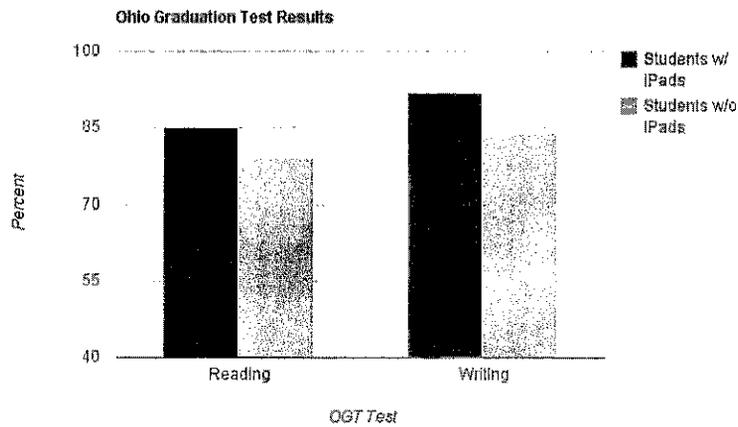
Education One, L.L.C. endorses hands on educational tools such as science and mathematics manipulatives and **requires** that the Timothy L. Johnson Academy provide this resource for TLJ students and teachers.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Percentage of Classrooms with Math & Science Manipulatives	Rating
>100%	Exceeded
85-99%	Met
<80%	Failed

d. Student Technology

Research in Ohio shows that students with access to an iPad have higher graduation test results than those who do not have access^x:



Education One, L.L.C. endorses the use of technology in the classroom and **requires** that the Timothy L. Johnson Academy provide the needed resources for TLJ students and teachers.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Percentage of Classrooms with iPads or similar devices (must have enough available for every student and the teacher in the classroom)	Rating
>100%	Exceeded
81-99%	Met
<80%	Failed

e. Classroom Technology

The Milken Exchange on Education Technology used a meta-analysis of research studies to examine the impact of technology on student achievement and found that there were measurable increases in achievement in classrooms where technology is embedded and properly utilized. Technology use in the 21st century is not an “extra” but an essential. As the integration of technology into our everyday life expands, the need to infuse computer applications into K-12 curriculum becomes more urgent^{xi}.

Education One, L.L.C. endorses the use of technology in the classroom and **requires** that the Timothy L. Johnson Academy:

- provide a secure wireless network through the school
- provide a wired network of computers attached to display monitors in each classroom

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Percentage of Classrooms with appropriate classroom technology	Rating
>100%	Exceeded
85-99%	Met
<80%	Failed

4. Board Leadership and Development

a. Create a “Culture of Improvement”

Recent research, including research on school leadership, has contributed to an emerging understanding about the school board’s role in improving student achievement. Mid-Continent Research for Education and Learning (McREL), found a positive correlation between district leadership and student achievement^{xii}.

The Lighthouse Study (2001), commissioned by the Iowa Association of School Boards (IASB) and the National School Board Association’s (NSBA) Key Work of School Boards, has highlighted the board’s role in improving student achievement. The Lighthouse Study examined the role and impact of school boards in improving student achievement. The study suggests that school board actions are a key part of a “culture of improvement.” By their nature, boards do not create learning; rather, they work through others by creating conditions that promote learning^{xiii}.

Education One, L.L.C. endorses the National School Board Association’s (NSBA) Key Work of School Boards initiative to improve student achievement. The framework for leadership and governance promotes systems thinking around eight key actions that focus and guide boards in their efforts to improve student achievement and include:

- Vision
- Standards
- Assessment
- Accountability
- Alignment
- Climate
- Collaborative Relationships
- Continuous Improvement

Beginning with the Fall 2013 Academic Year, the Timothy L. Johnson School Board **will participate** in quarterly training and development opportunities to develop action items designed to improve student achievement. Training is available through Education One, L.L.C. and/or Indiana Public Charter School Association

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Percentage of Board Members who participated in training and development each quarter	Rating
>100%	Exceeded
85-99%	Met
<80%	Failed

b. Effective Governance

John Carver, an expert on board governance and the author of Boards That Make a Difference, writes, "Governance is not about budget lines, personnel issues and field trip approvals. It is about values and vision and strategic leadership. The re-invention of the school board calls for a new paradigm, a fresh reconstruction of what the work of the board is to be."

John Carver’s research places primary focus on “ends” – mission, vision, key results to be achieved by the charter school. The board will also place priority on major actions and decisions that support the “ends” such as monitoring school progress toward meeting the student achievement and other objectives agreed to in the charter contract, budget approval, school-wide policies, strategic planning, and charter school administrator performance review^{xiv}.

Education One, L.L.C. **will attend** all board meetings to ensure compliance and to ensure the school board is effectively making decisions.

The following chart will be utilized by Education One, L.L.C. to establish a pattern of goal achievement:

Board Meetings are in Compliance	Rating
Yes	Met
No	Failed
Board Meetings are effective and productive	Rating
Yes	Met
No	Failed

-
- ⁱ Institute of Education Sciences, *"Identifying and Implementing Educational Practices Supported by Rigorous Evidence: A User Friendly Guide,"* December, 2003.
- ⁱⁱ Ascribe, "Year-Round Schools Rate Higher in Academic Achievement, Duke Expert Says," August, 2004.
- ⁱⁱⁱ U.S. Department of Education, Office of Innovation and Improvement, *Innovations in Education: Successful Charter Schools,* Washington, D.C., 2004.
- ^{iv} Center on Innovation and Improvement, "What Works Inside Model Charter Schools," January 2008.
- ^v Center on Innovation and Improvement, "What Works Inside Model Charter Schools," January 2008.
- ^{vi} National Center for Education Evaluation and Regional Assistance, Institute on Educational Sciences, U.S. Department of Education, "Reviewing the evidence on how teacher professional development affects student achievement," October, 2007.
- ^{vii} National Center for Educational Statistics, "The Impact of Music Education on Academic Achievement," Morrison, 1994.
- ^{viii} Stanford University and Carnegie Foundation For the Advancement of Teaching, Americans for the Arts Monograph, "Living the Arts Through Language + Learning: A Report on Community-Based Youth Organizations," November 1998.
- ^{ix} Association of American Publishers' School Division, "Hands-On Science: Using Manipulatives in The Classroom," January 2009.
- ^x Euclid City School, "Unlocking Literacy with iPad," January 2011
- ^{xi} The Education Alliance, "Integrating Technology in the K-12 Classroom: Implications for Public Policy," November 2005
- ^{xii} Washington State School Directors' Association, "The Role of School Boards in Improving Student Achievement," January 2011.
- ^{xiii} Iowa Association of School Boards. *The Lighthouse Inquiry: School Board/Superintendent Team Behaviors in School Districts with Extreme Differences in Student Achievement,* April, 2001.
- ^{xiv} Annie E. Casey Foundation, "Creating an Effective Charter School Governing Board Guidebook," November 2009.

EXHIBIT D

REQUIREMENTS WITH RESPECT TO A
EDUCATIONAL SERVICE PROVIDER CONTRACT

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into effective as of July 1, 2012, ("Effective Date"), by and between The Leona Group, L.L.C., a Michigan limited liability company ("TLG") and Timothy L. Johnson Academy Inc., an Indiana nonprofit corporation (the "Organizer").

The following is a recital of facts underlying this Agreement:

Timothy L. Johnson Academy ("Academy") is a charter school located in Fort Wayne, Indiana, organized as a public charter school under the Indiana Charter school regulations, IC 20-5.5, *et seq.*

The Organizer has been issued a charter (the "Charter") by Ball State University (the "Sponsor" and the "University") to establish and operate a public charter school.

TLG is a limited liability company serving as a catalyst for school reform. TLG works to improve education through reform affecting all public schools by managing to quality charter schools.

The Organizer and TLG desire to work together to bring educational excellence and innovation to the Academy, based on TLG's school design and capacity to implement and manage comprehensive educational program.

The parties were previously parties to a certain Management Agreement dated July 1, 2009 (the "Previous Management Agreement") and desire to continue with management and operation of the Academy pursuant to the terms contained herein.

The terms and conditions of this Agreement are regulated by the Charter and certain Policies for Contracting with Educational Management Organizations set forth by the Sponsor, as amended from time to time ("Sponsor Policies"). The parties desire this Agreement to be in full compliance with the Charter and the Sponsor Policies.

Therefore, it is mutually agreed as follows:

Article I. CONTRACTING RELATIONSHIP

A. Authority. The Organizer represents that it is authorized by the Charter to contract with private entity and for that entity to provide educational management services. The Organizer further represents that it has been issued a Charter by the Sponsor to establish and operate a public charter school. The Organizer is therefore authorized by the Sponsor to operate the Academy and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement. Notwithstanding anything contained herein to the contrary, the Organizer, pursuant to the Law and in accordance with the Charter, shall be accountable for the overall oversight, monitoring and supervision of the Academy and shall be responsible for the establishment and/or approval of all Academy strategic planning, policies and budgeting. No provision of this agreement shall be deemed to interfere with the Organizer's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy or to prohibit the Organizer from acting as an independent,

self-governing body. The Organizer expressly retains the right to exercise its judgment in accepting or rejecting TLG recommendations and its rights, responsibilities and authority for policy setting, strategic planning, budgeting, the educational program and overall oversight, monitoring and supervision of the charter school.

B. Delegating. Acting under and in the exercise of such authority, the Organizer hereby delegates to TLG, but to only the extent permitted by Law, the Charter and Sponsor Policies, and TLG agrees to perform, all functions relating to the provision of educational services and the management and operation of the Academy in accordance with this Agreement, the Law, the Charter and Sponsor Policies.

C. Status of the Parties. TLG is a limited liability company, and is not a division or a part of the Organizer. The Organizer is a nonprofit corporation and is not a division or part of TLG.

D. Independent Review. Independent legal counsel retained by the Organizer has reviewed this Agreement and has negotiated this Agreement in an arms-length transaction with TLG.

Article II. TERM

A. Primary Term. This Agreement shall have a primary term coterminous with the existing Charter between Sponsor and Organizer, subject to (i) earlier termination pursuant to Article VIII of this Agreement and (ii) continued sufficient state funding ("Primary Term"). For the purposes of this Agreement, "academic year" shall mean fiscal year beginning July 1 and ending June 30 of each year.

B. Renewal. So long as the Charter between Sponsor and Organizer is renewed and/or extended, this Agreement may be renewed or extended after the Primary Term, but only by a written agreement to that effect signed by the Organizer and TLG ("Renewal Agreement"). Unless otherwise provided in the Renewal Agreement, the renewal term shall be subject to the same terms and conditions as applicable to the Primary Term.

Article III. FUNCTIONS OF TLG

A. Responsibility. Subject to Section B of Article I, the ultimate responsibility for compliance with the Charter rests with the Organizer. Notwithstanding the Organizer's responsibility, the Organizer and TLG agree to the following:

1. TLG shall be responsible and accountable to the Organizer for the administration, operation, management and performance of the Academy in full compliance with the Law, the Charter and Sponsor Policies. The Academy is relying upon TLG to cause the Academy to be managed and operated in full compliance with the Charter, the Law and Sponsor Policies. Notwithstanding the indemnification covenant in Section C of Article X, or any other provision in this Agreement, the Sponsor shall not have the authority to assert claims against TLG as a third party beneficiary or in any other manner other than as provided in Section C of Article X.

2. On and after the Effective Date, TLG shall be responsible for the day-to-day management of the Academy and shall diligently undertake such responsibilities in good faith, utilizing their best efforts and utmost care to serve the best interests of the Academy. In doing so, TLG shall comply with all of the obligations imposed upon TLG under this Agreement and shall additionally comply with all requirements placed on the Organizer and the Academy by the Charter and Sponsor Policies with respect to all services and responsibilities delegated to TLG under this Agreement.
3. TLG shall comply with all requirements imposed on Organizer under the Charter and Sponsor Policies, including but not limited to audit, reporting, and oversight requirements, as delegated to TLG under this Agreement.
4. TLG shall conduct its activities in a manner that is consistent with the Academy's statutory requirement to comply with the Indiana Open Door Law.
5. TLG shall participate and cooperate in compliance with any corrective action plan approved by the Sponsor to remedy any breach of the Charter that in any way involves services provided by TLG under this Agreement.
6. TLG is hereby granted such power and authority on behalf of the Academy as is reasonably necessary or appropriate to perform TLG's obligations under this Agreement, subject to the express limitation stated in this Agreement.

B. Educational Program. Consistent with the Law, the Charter, Sponsor Policies and the Academy Goals (as defined within the Charter), and with the prior consent and approval of the Organizer, the educational program(s) and program(s) of instruction ("Educational Program") provided by TLG at the Academy may be adapted and modified by TLG from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Organizer and TLG are interested in results and not inflexible prescriptions, but subject to the following: Before making any such adaptations or modifications, TLG shall first present such adaptations and modifications in writing to the organizer for consent and approval. The Organizer shall recognize the need for flexibility as well as the best interest of the Academy and its students, but always consistent with and in compliance with the Law, the Charter and Sponsor Policies, in approving or disapproving education program changes proposed by TLG's appointed School leader.

C. Specific Functions. Subject to and to the extent permitted by Law, the Charter and Sponsor Policies, TLG shall be responsible for the management, operation, administration, and education at the Academy. Such functions shall include, but are not limited to:

1. Implementation and administration of the Educational program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra- and co-curricular activities and programs; and

2. management of all personnel functions, including professional development for the School Leader (as defined in Section B of Article VI) and all instructional personnel and the personnel functions outlined in Article VI; and
3. operation of the school building, which the Organizer shall provide TLG, and the installation of technology integral to school design; and
4. business administration of the Academy, which shall include preparation of a budget in such form, substance and detail as requested by the Organizer.

D. Subcontracts. With the advance written consent of the Organizer, and to the extent permitted by the Charter and Sponsor Policies, TLG may subcontract certain aspects of the services it agrees to provide to the Organizer, including, but not limited to transportation and/or food service. However TLG shall not subcontract the management, oversight or operation of the teaching and instructional program.

E. Place of Performance. TLG reserves the right to perform functions other than instruction and administrative services, such as purchasing and professional development, off-site at other TLG locations, unless stated in this Agreement, prohibited by Law, or prohibited by the Charter or Sponsor Policies. TLG hereby agrees that it shall maintain administrative offices in the Academy's facility for purposes of performing all administrative services under this Agreement.

F. Student Recruitment. TLG and the Organizer shall be jointly responsible for the recruitment of students subject to Agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Charter, Sponsor Policies and in compliance with the Law.

G. Due Process Hearings. TLG shall provide students due process hearings in conformity with the requirements of Law, the Charter and Sponsor Policies regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Organizer's own obligations. The Organizer or a board of directors established by the Organizer shall retain the right to provide due process as prescribed by the Law.

H. Legal Requirements. TLG shall provide educational programs that are consistent with and in full compliance with the Law, the Charter and Sponsor Policies.

I. Rules & Procedures. TLG shall recommend and propose to the Organizer reasonable rules, regulations and procedures applicable to the Academy and consistent with the Charter, Sponsor Policies and the Law. Upon review and prior approval of such rules, regulations and procedures by the Organizer, TLG is authorized and directed to enforce any such rules, regulations and procedures.

J. School Year and School Day. The school year and the school day shall be as provided in the application for the Charter submitted to and approved by the Sponsor.

K. Authority. TLG shall have the authority and power necessary to undertake its responsibilities described in this Agreement except if such authority or power may not be delegated by

Law or is inconsistent with the Charter, Sponsor Policies, or with the Organizer's contractual or fiduciary obligations. TLG acknowledges and agrees that it is expressly prohibited from selecting or retaining the Academy's independent auditor, such power and authority being reserved for the Organizer.

L. Records. TLG shall make available to the Organizer's independent auditor and to the State Board of Accounts all financial and other records related to the Academy for completion of audits required by Law, by the Charter or by Sponsor Policies. TLG acknowledges and agrees that such records shall be produced in Indiana at the offices of the Organizer or at the Academy.

M. Attendance at Board Meetings. An informed TLG representative shall attend all meetings of the Board of the Organizer. At each such meeting, the TLG representative shall report on the operations and finances of Academy in such a manner as to allow the Organizer to fulfill its obligations to manage the Academy and to allow the board to make informed decisions in open meetings and in compliance with the law. The reports presented by TLG shall include such information as may be requested by the Board.

Article IV. OBLIGATIONS OF THE ORGANIZER

A. TLG Recommendations. The Organizer shall exercise good faith in determining whether to adopt the recommendations of TLG including, but not limited to, TLG's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets to enable TLG to implement the school design, consistent with Article III of this Agreement. The Organizer, however, retains all right to exercise its judgment in accepting or rejecting TLG's recommendations, and failure to adopt such recommendations shall not be considered a breach of this Agreement.

B. Board Meeting Notification. The Organizer shall notify TLG of all Board meetings at least two (2) calendar days before their posting.

Article V. FINANCIAL ARRANGEMENT

A. Annual Management Fee. For the Term of this Agreement, the Academy will pay TLG an annual fee equal to ten (10%) of Organizer's State Unrestricted Basic Grant related to the Academy for each academic year ("Management Fee"), payable in monthly installments.

B. Other Revenue Sources. In order to supplement and enhance the state school aid payments, and improve the quality of education at the Academy, the Organizer shall endeavor to obtain revenue from other sources. In this regard:

1. The Organizer may solicit and receive grants and donations consistent with the mission of the Academy;
2. The Organizer and/or TLG may apply for and receive grant money, in the name of TLG or the Academy;

3. To the extent permitted under the Contract and Law, TLG may charge fees to students for extra services such as summer programs and charge non-Academy students who participate in such programs with the prior written approval of the Organizer.

C. Payment of Costs. Except as otherwise provided in this Agreement, and depending upon availability of funds, all direct, reasonable and necessary costs which are consistent and in accordance with the Organizer's prior approved budget, incurred by TLG in providing the Education Program at the Academy, shall, to the extent funds are available, be paid by the Organizer upon submission of an invoice and other supporting documentation reasonably requested by the Organizer. Such costs shall include, but shall not be limited to, salaries for personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, capital improvements, insurance, auditor and legal services, food services, transportation and any other costs similarly necessary to the operation of the Academy, but only to the extent consistent with and in accordance with the budget. The Organizer shall not be responsible for payment for compensation paid by TLG to executive personnel who are not directly providing services to the Academy.

Upon prior approval of the Organizer and the Sponsor, and if consistent and in accordance with the budget, TLG may, at its election and in order to gain various economies and efficiencies, elect to incur certain of said costs directly and, in such event, the Organizer shall reimburse TLG for such upon submission of an invoice and other supporting documentation reasonably requested by Organizer.

Consistent with IC 20-5.5-7-1, the Organizer shall be fiscal agent for the Academy and shall have exclusive control of funds received by the Academy, and all financial matters of the Academy. As such, the Organizer retains the right to disapprove any expenditures which are not consistent with an in accordance with the Academy's budget and have not otherwise been approved in writing by the Organizer's board of directors. TLG shall at all times act consistent with Organizer's status as a non-profit corporation. Any payment or financial arrangement found to be inconsistent with such status shall be void and the Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

The following procedure shall govern the Organizer's bank account:

1. The Organizer shall pass resolutions identifying the Academy's banking institution, and directing that all Academy funds be deposited in that institution, and designating signatories to the account, at least two of which shall be TLG personnel.
2. Funds received on behalf of the Academy shall be promptly deposited into said account upon receipt.
3. TLG may write checks on behalf of the Academy for expenditures consistent with the Organizer's prior approved budget, provided (i) the Organizer may require that all checks be signed by a person designated by the Organizer, and (ii) TLG shall provide supporting detail of all said expenditures pursuant to Section E of this Article V or as otherwise reasonably required by the Organizer. Expenditures which are paid by TLG from Academy funds, and are not consistent with the prior approved budget, shall be promptly reimbursed to the Academy by TLG.

4. Budgeted expenditures made on behalf of the Academy shall be presented to the organizer on a monthly basis for review.
5. The Organizer shall provide TLG with notice in advance of changing the banking institution used by the Organizer. Subject to Section C.1 of this Article V, the Organizer may change the Board signatories to the Academy's bank account after providing TLG of notice of said change.

D. Other Charter Schools. The Organizer acknowledges that TLG has, or will, enter into similar management agreements with other charter schools. TLG shall separately account for reimbursable expenses incurred on behalf of the Academy and other charter schools, and only charge the Organizer for direct, necessary, and reasonable costs as are consistent with the Organizer's prior approved budget and attributable to the Academy. If TLG incurs direct, necessary, and reasonable costs, consistent with the Organizer's prior approved budget, on behalf of the Academy and other charter schools which are incapable of precise allocation between such academies, and with the Organizer's prior written approval, TLG shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties. Any such pro rata allocation shall be made in a manner consistent with the Law and rules and guidelines established by the State Board of Accounts, the Charter and Sponsor Policies, and shall be limited to those costs specific to the Academy, and shall not include any costs for the marketing and development of TLG or other schools managed by TLG.

E. Financial Reporting. TLG will produce for review at every scheduled meeting of the Organizer's board of directors, a detailed reporting of revenues and expenditures, including a comparison of actual revenues and expenditures as compared to the budget, in such form and substance as requested by the Organizer, including without limitation the following:

- Statement of Receipts and Disbursements including object-level expenditures for review and action by the Organizer's board of directors;
- Balance Sheet; and
- Checkbook Register; and
- Historical Aged Trial Balance; and
- Monthly statements of actual and projected cash flow

Additionally, TLG will provide:

- Reports on Academy operations, finances and student performance, at every scheduled meeting of the Organizer's board of directors; and
- Reports on the Academy's overall financial condition, educational performance and efficiency of TLG's operation of Academy at a minimum of four (4) times a year; and
- Any reports, information and access to any books or records (financial or otherwise) with regard to personnel, facilities and operations pertaining to the Academy as may be required for the Organizer or to comply with the Charter, Sponsor Policies and Law or as otherwise may be requested by the Organizer.

All reports on the overall financial condition of the Academy, as well as performance reports on the educational program operations, shall be presented by TLG at public meetings of the Organizer held in accordance with the Indiana Open Door Law (IC 14-1.5). TLG shall, in regards to all financial reporting, act and in a manner consistent with the statutory requirements of the Indiana Open Door Law.

Article VI. PERSONNEL AND TRAINING

- A. Personnel Responsibility. TLG shall have the responsibility and authority to recommend, for review and approval of the Organizer, staffing levels, and to select, recommend compensation, employ, evaluate, assign, discipline and transfer personnel, but in all respects consistent with Law, with the Charter and with Sponsor Policies, and to the extent relevant, the budget, and further subject to the following: (i) TLG shall provide the Organizer such documents and reports and answer questions as may be requested by the Organizer in order to allow the Organizer and the Sponsor to evaluate and monitor TLG's performance, and (ii) TLG shall make such modifications and changes to the staffing levels, compensation, and to all other personnel matters as may be reasonably requested by Organizer in order to fulfill Organizer's duties under the Charter, Sponsor Policies, the Law and the Academy's approved budget. TLG's responsibilities, as employer of record, include retention of full legal liability to its employees who work at the Academy or directly in Academy operations for benefits, salaries, workers compensation and liability insurance and in full compliance with the Law. TLG shall provide evidence that personnel working in the Academy are in compliance with all certification requirements, the administrative guidelines established by the Sponsor, contained within the Charter, Sponsor Policies and pursuant to Law.
- B. School Leader. TLG shall have the authority, consistent with the Law, the Charter and Sponsor Policies, to recommend the School Leader for review and approval by the Organizer. TLG shall have the authority to supervise the School Leader and to hold him or her accountable for the success of the Academy. The employment contract with the School Leader, as well as the duties and compensation of the School Leader, shall be recommended by TLG, consistent with the budget and the Charter. This notwithstanding, the School Leader shall, at all times, be responsible for serving as liaison for the Organizer and the Academy with the public and the University. In addition, the School Leader and TLG will have the authority to select and hold accountable the teachers in the Academy.
- C. Teachers. Prior to commencement of each school year by the Organizer, TLG shall recommend to the Organizer, for review and approval, the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy consistent with the Charter, Sponsor Policies, and the Law and consistent with providing educational excellence and innovation. TLG shall report such determination to the Organizer's board of directors prior to commencement of the school year so as to provide sufficient time for review and action. TLG shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as is consistent with the Charter, Sponsor Policies and Law. The curriculum taught by such teachers shall be the curriculum prescribed by TLG for the Academy, consistent with the Charter, Sponsor Policies and Law. Such teachers may, upon recommendation by TLG, and approval by the Organizer, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by TLG. Each teacher assigned to or retained by the Academy shall hold a valid teaching

certificate issued by the state board of education under the Law, and otherwise be legally qualified to teach at the Academy. Any misrepresentation of teaching credentials by an Academy teacher shall be cause for immediate dismissal of the employee, and any misrepresentation of teaching credentials of the Academy's teachers to the Organizer by TLG shall be cause for termination of this Agreement.

D. Support Staff. Prior to the commencement of each school year by the Organizer, TLG shall recommend to the Organizer, for review and approval, the number and functions of support staff required for the operation of the Academy and consistent with providing educational excellence and innovation. TLG shall provide the Academy with such support staff, qualified in the areas required, as are required by the Organizer. Such support staff may, upon recommendation by TLG and approval by the Organizer, work at the Academy on a full-or part-time basis. If assigned to the Academy on a part time basis, such support staff may also work at other school operated by TLG.

E. Employer of Personnel. Subject to Section F of this Article, or as otherwise stated in this Agreement, all employees shall be employees of TLG. The Organizer shall be informed of the amount of compensation and fringe benefits provided to each employee of TLG assigned to the Academy.

F. Employee of Organizer. The parties agree that the Organizer shall have the option to employ one or more individuals, as determined by the Organizer in its discretion, for assistance in fulfilling the Organizer's duties and responsibilities under the Charter, Sponsor Policies and Law. The Organizer has sole authority to select, determine compensation, employ, evaluate and discipline said individuals. TLG shall allow said individual access to all information and materials that are available to the Organizer under this Agreement. The Academy's budget shall be adjusted in such a manner as to accommodate compensation for said individuals.

G. Training. TLG shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as is reasonable and necessary under the circumstance.

H. Post Termination Personnel.

1. Should this Agreement be terminated (i) by the Organizer pursuant to Section VIII.A.1 or VIII.A.2, or (ii) by TLG pursuant to Section VIII.B.2:
 - (a) the Organizer shall have the right to hire (in whatever capacity) any TLG employee who was employed at the Academy at any time during the thirty (30) calendar days prior to and including the earlier of the date of transmittal of notice of termination or the Effective Date of Termination as set forth in Section VIII.D; and
 - (b) TLG shall waive as to the Organizer any noncompete covenant owed to TLG by any said TLG employee whom the Organizer hires or attempts to hire.
2. Should this Agreement be terminated for any reason other than as set forth in Section VI.H.1:

- (a) TLG may remove its employees from the Academy at the Effective Date of Termination as set forth in Section VIII.D; and
- (b) for a period of one (1) year from the Effective Date of Termination as set forth in Section VIII.D, the Organizer shall be prohibited from hiring or attempting to hire (in any capacity) any TLG employee who was employed at the Academy at any time during the thirty (30) calendar days prior to and including the earlier of the date of transmittal of notice of termination or the Effective Date of Termination.

Article VII. ADDITIONAL PROGRAMS

Additional Programs. TLG and the Organizer may mutually agree to provide educational programs in addition to those contemplated by this Agreement, including but not limited to summer school.

Article VIII. TERMINATION OF AGREEMENT

- A. Termination by the Organizer.
 1. Immediate Termination. Subject to Section VIII.C and VIII.D, at the Organizer's Option, the Organizer may immediately terminate this Agreement upon the occurrence of any act or omission by TLG which is in violation of the Law, or causes the Academy to be in violation of the Law.
 2. Termination with Notice. Subject to Sections VIII.C and VIII.D, at the Organizer's option, the Organizer may terminate this Agreement if TLG has committed a material breach of its obligations hereunder and TLG has failed to cure such breach within sixty (60) days after receiving notice of such breach by the Organizer. Material breach shall include any one or more of the following:
 - a. Any act or omission by TLG which causes revocation, termination or suspension of the Charter or other licenses, permits, or certifications needed for operation of the Academy; or
 - b. Any material breach by TLG of the terms and conditions of this Agreement.
 3. Termination Without Cause. Subject to Sections VIII.C and VIII.D, at the Organizer's Option, the Organizer may terminate this Agreement without cause upon one hundred and twenty (120) days notice.
- B. Termination by TLG.
 1. Termination with Notice. Subject to Sections VIII.C and VIII.D, at TLG's option, TLG may terminate this Agreement if the Organizer has committed a material breach of its obligations hereunder and in the event the Organizer has failed to cure such breach within sixty (60) days after receiving notice of such breach by TLG. Material breach shall include any one or more of the following:

- a. Any act or omission by the Organizer which causes revocation, termination or suspension of the Charter or other licenses, permits, or certifications needed for operation of the Academy; or
 - b. Any material breach by the Organizer of the terms and conditions of this Agreement.
2. Termination Without Cause. At TLG's option, TLG may terminate this Agreement without cause upon one hundred and twenty (120) days notice. Termination will not become effective until the end of the school year following the notice of termination.

C. Changes. If any Law, court decision, or amendment to the Charter or Sponsor Policies has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request amendment of the Agreement for the sole purpose of complying with any federal, state or local law or regulation or court decision requiring amendment and the parties shall in good faith attempt to agree on such amendment and if the parties are unable to agree on the amendment within the earlier of 90 calendar days after the notice or the effective date of the law or regulation at issue, the party requiring the amendment may terminate this Agreement upon the earlier of 120 calendar days' further written notice or the effective date of the law or regulation.

D. Effective Date of Termination. In the event this Agreement is terminated by either party, excluding termination pursuant to Section VIII.B.2, prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year following the notice of termination; provided, at the Organizer's option, the Agreement may terminate earlier if the Organizer has terminated the Agreement under Section VIII.A.1.

E. Rights to Payment and Property at Termination. Upon termination of this Agreement at the expiration of the term otherwise, TLG shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) which was purchased by TLG at its cost or expense; provided, however, that (i) fixtures and building alterations shall become the property of the Organizer, and (ii) equipment, materials or supplies purchased by the Organizer or purchased by TLG on behalf of or as agent of the Organizer or the Academy shall remain exclusively the property of the Academy.

F. Transition. In the event of termination of this Agreement for any reason prior to the end of the Agreement's term, other than termination by TLG for the Organizer's failure to make payments to TLG when due under this Agreement, TLG shall provide the organizer reasonable assistance for up to 90 calendar days to assist in the transition back to a regular school program. Each type of payment to be made by the Organizer to TLG in connection with such transition assistance shall be negotiated by the parties; provided, however, that under no circumstances shall any such type of payment be in an amount or at a rate lower than that paid by (or charged to) the Organizer to (or by) TLG during the academic year immediately prior to the 90-calendar day transition period.

Article IX. PROPRIETARY INFORMATION

A. Proprietary Information of the Organizer. The Organizer shall own outright all financial, educational and other records, as well as all curriculum and educational materials, pertaining to the Academy, whether or not generated or maintained by TLG.

B. Proprietary Information of TLG. For purposes of this Article IX, "Confidential Information" shall mean any proprietary information of proprietary materials belonging to TLG disclosed by the Organizer in writing and clearly marked as "Confidential Information of The Leona Group", regarding the business and affairs of TLG, which information may include, without limitation, instructional materials, training materials, curriculum and lesson plans, trade secrets, marketing and business plans, ideas, inventions, methods, designs, drawings, specifications, improvements, products and product ideas, and data, know-how and technical information of any kind whatsoever, developed by TLG, its employees, agents or subcontractors, or any individual working for or supervised by TLG. The term "Confidential Information" shall not include any information: (i) which is, at the time of disclosure, available to the general public; (ii) which becomes at a later date available to the general public through no default by the Organizer of its obligations hereunder and then only after such later date; (iii) was known to the Organizer prior to its disclosure by TLG; (iv) was directly developed and paid for by the Academy; or (v) was developed by TLG at the direction of the Organizer with Academy funds.

C. Grant of License. Subject to Section D of this Article and to the extent permitted by Law, TLG grants the Organizer a nonexclusive, perpetual, irrevocable license to the Confidential Information for use in regards to the Academy and for no other purpose.

D. Organizer's Nondisclosure Covenant. Subject to Sections E, F and G of this Article, the Organizer shall not disclose any Confidential Information to any third person or entity, directly or indirectly, under any circumstances without the prior written consent of TLG or court order; provided, however, any disclosure of Confidential Information made as a result of the operation of the Academy in the ordinary course or any disclosures mandated by law shall not be considered a breach hereunder.

E. Required Disclosure. Notwithstanding Section D of this Article, the Organizer shall be permitted to report any new teaching techniques or methods of significant revisions to the Sponsor and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, notwithstanding anything contained in this Article IX to the contrary. The Organizer shall additionally be permitted to disclose educational materials, teaching techniques and other documents used by or in the Academy in accordance with applicable law based upon the written opinion of the Organizer's legal counsel.

F. Access to Public Records Act. The Organizer is subject to the Indiana Access to Public Records Act (Indiana Code 5-14-3-1 *et seq.*) and must make all financial, educational, and other records pertaining to the Academy, whether or not generated or maintained by TLG, available for inspection and copying to the same extent that records of a public school are subject to inspection and copying. All such records shall be available, upon request, at the Academy. Except as permitted or required under the Charter, Sponsor Policies and applicable laws, TLG shall not restrict access of the Organizer, the Sponsor or the public to the Academy's records. To the extent provided by Law, because TLG is a private enterprise, records pertaining to TLG, its operations and personnel may be exempt from disclosure under the Access to Public Records Act if such records do not in any way related Academy.

G. Indiana Charter Schools Law Disclosures. In satisfaction of the Indiana Charter Schools Law (Indiana Code 20-5.5 et seq.), TLG must provide the Organizer and/or the Sponsor such reports and information, in addition to access to any books and records (financial or otherwise) and access to personnel, facilities and operations pertaining to the Academy, as may be required for the Organizer to comply with the terms and conditions of the Charter, Sponsor Policies and the Law. Pursuant to the Indiana Charter Schools Law, any records provided by the Academy, to the Department of Education, or to the Sponsor that relate to compliance by the Organizer with the terms of the Charter or applicable state or federal laws are subject to inspection and copying under the Indiana Access to Public Records Law (Indiana Code 5-14-3).

Article X. INDEMNIFICATION

A. Indemnification of TLG. The Organizer shall indemnify, defend and hold harmless TLG and all of its employees, partners, officers, directors, members, managers, subcontractors and agents against any and all claims, demands, suits, damages, judgments, fees, costs, expenses or other forms of liability (collectively, "Claims") that may arise out of, or by reason of, any claim or allegation arising out of (i) any noncompliance by the Organizer with any agreements, covenants, warranties or undertakings of Organizer contained in or made pursuant to this Agreement; (ii) any misrepresentations or breach of the representations and warranties of the Organizer contained in or made pursuant to this Agreement; (iii) negligence of the Organizer; or (iv) any violation of Law. In addition, the Organizer shall reimburse TLG for any and all legal expenses and costs associated with the defense of any Claim. The indemnification requirements of this Section may be met by the purchase of insurance in the form and amounts acceptable to TLG.

B. Indemnification of the Organizer. TLG shall indemnify, defend and hold harmless the Organizer and all of its employees, partners, officers, directors, members, managers, subcontractors and agents against any and all claims, demands, suits, damages, judgments, fees, costs, expenses or other forms of liability (collectively, "Claims") that may arise out of, or by reason of, any claim or allegation arising out of (i) any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement; (ii) any misrepresentations or breach of the representations and warranties of TLG contained in or made pursuant to this Agreement; (iii) negligence of TLG; or (iv) any violation of Law. In addition, TLG shall reimburse the Organizer for any and all legal expenses and costs associated with the defense of any Claim. The indemnification requirements of this Section may be met by the purchase of insurance in the form and amounts acceptable to the Organizer.

C. Indemnification of the Sponsor. TLG shall indemnify and hold harmless the University, its Board of Trustees, employees, agents and representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damages, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with acts or omissions of TLG in connection with the Organizer's operations or which are incurred as a result of the reliance by the University and its Board of Trustees, officer, employees, agents or representatives upon information supplied directly or indirectly by TLG. TLG shall additionally provide such other indemnification as may be specifically required by the Charter or by Sponsor Policies.

D. Inability to Open School. Should either party fail to perform the obligations in this Agreement which it is required to perform prior to the beginning of the first school year contemplated hereunder ("Pre-First Year Obligations"), said party shall reimburse the other party for the reasonable expenses occurred by the other party in preparing for the opening of school operations; provided, however, that such other party has itself substantially performed all of its Pre-First year Obligations for which the time for performance has come due, including but not limited to securing such waivers as may be necessary for TLG to begin operations and approving TLG's recommendation for selection of the Academy's school personnel.

Article XI. INSURANCE

A. Organizer Insurance Coverage. The Organizer shall secure and maintain all insurance coverage required by the Charter and Sponsor Policies, and if permitted by the Sponsor, with TLG listed as an additional insured. The insurance obtained by the Organizer is described in the Certificate of Insurance which is attached hereto and marked as Exhibit "A". TLG shall comply with any information or reporting requirements applicable or the Organizer under the Organizer's policy with its insurer (s), and with the insurance requirements of Schedule 5 of the Charter.

B. TLG Insurance Coverage. TLG shall secure and maintain insurance coverage appropriate for risk management of the functions delegated to TLG pursuant to this Agreement. The insurance obtained by TLG is described in the Certificate of Insurance which is attached hereto and marked as Exhibit "B".

Article XII. WARRANTIES AND REPRESENTATIONS

Both the Organizer and TLG represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement. Further, the parties acknowledge that they have both had the opportunity to submit this Agreement to their respective legal counsels for review and that neither party shall be considered the sole drafter of this Agreement.

Article XIII. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties, concerning alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

Article XIV. MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Organizer and TLG on the subject matter hereof.

B. Amendments and Modifications. This Agreement may be amended or modified only with the written prior consent of TLG and the Organizer and subject to the terms and conditions of the Charter and Sponsor Policies relating to the rights and responsibilities of the Sponsor.

C. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosions, war, act of God.

D. Notices. All notices, demand, requests and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective address set forth below, or at such other address as may be furnished by a party to the other party:

If to TLG: The Leona Group, LLC
4660 S. Hagadorn Rd, Ste 500
East Lansing, MI 48823
Attn: William Coats

If to Organizer: Timothy L. Johnson Academy
7908 S. Anthony Blvd.

Fort Wayne, IN 46806
Attn: Board President

- E. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.
- F. Successors and Assigns. Subject to Section I of this Article, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- G. Entire Agreement. This Agreement is the entire Agreement between the parties relating to the services provided, and the compensation for such services, by the parties.
- H. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- I. Assignment. TLG may not assign this Agreement in whole or in part to any third party with the prior written consent of the Organizer and the Sponsor.
- J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Indiana.
- K. "Law" Definition". Any and all use of the word "Law" within this Agreement shall be defined to include all applicable local, state and federal statutes, laws, and regulation, including, but not limited to, all rules, administrative guidelines, and judiciary decisions, as now existing or as may be amended or modified from time to time. Nothing in this Agreement shall be construed as limiting the manner in which the Organizer or the Sponsor may construe applicable laws in determining whether Academy operations and administration as conducted by TLG are in compliance with such laws.
- L. Incorporation of Charter. The terms and conditions of the Charter, including but not limited to Section 3.23, are hereby incorporated by reference into and made a part of this Agreement. The provisions of the Charter, and all amendments thereto, shall supersede any contrary or conflicting provisions contained in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

The parties have executed this Agreement this 22nd day of October, 2012, but the Agreement shall be effective as of the date set forth at the beginning of this Agreement.

The Leona Group, L.L.C.

Timothy L. Johnson Academy

By: William D. Coats
William D. Coats, Chief Executive Officer

By: [Signature]
President, Board of Directors