

**CHARTER AGREEMENT
AND GRANT OF CHARTER TO**

Goodwill Education Initiatives, Inc.
FOR THE
The Excel Center - Southeast

The Mayor of the Consolidated City of Indianapolis and Marion County, Indiana (“Sponsor”), and Goodwill Education Initiatives, Inc. (“Organizer”) enter into this Charter Agreement pursuant to the following terms.

SECTION I. AUTHORITY, AND GRANT OF CHARTER

1.1 Grant. The Sponsor hereby grants a charter to the Organizer for the maintenance and operation of an Indiana public charter school to be known as The Excel Center - Southeast (“Charter School”), pursuant to the authority of Indiana Code Art. 20-24. This Agreement, together with referenced documents and attached exhibits, shall be effective on the date of execution by both parties and authorizes Organizer to operate Charter School for the school years beginning July 1, 2023 and ending June 30, 2030.

1.2 Authority. Charter schools authorized by the Sponsor are required to adhere to all applicable federal and state laws, the Sponsor’s policies and procedures, and this Charter Agreement. Together—these laws, policies and procedures, and this Charter Agreement and its exhibits or documents incorporated by references—comprise all the commitments that the Organizer and the Charter School must adhere to in order to continue to serve Indianapolis students. When an amendment is approved or this Charter Agreement is renewed, those commitments change according to current laws and Sponsor policies and procedures, as well as the contents of any approved amendment or charter renewal.

SECTION II. LEGAL STATUS AND ESTABLISHMENT OF CHARTER SCHOOL

2.1 Legal Status. The Charter School is an Indiana public school and shall be subject to applicable law, in addition to any policies relating to charter schools adopted by the Sponsor.

2.2 Effective Date. The Charter shall take effect upon the execution of this Charter Agreement by the Sponsor and a duly authorized representative of the Organizer (the "Effective Date"). It is understood that prior to the Charter’s issuance on the Effective Date, the proposed Charter is subject to modification or abandonment.

2.3 School Establishment. The Organizer shall not provide instruction to any student attending the Charter School unless and until:

- a. The Organizer substantially completes, in a timely manner, through the Sponsor’s current document submission process, all of the Prior Actions set forth in “Exhibit A,”; and
- b. The Sponsor shall have confirmed in writing the substantial completion of such Prior Actions; and
- c. The Organizer provides a written statement to the Sponsor confirming the approval by the Indianapolis Public Schools Board of Commissioners of an agreement to join the Indianapolis Public Schools Innovation Network if the organizer applied as a Restart Applicant.

The Prior Actions are in addition to any other conditions set forth in this Charter Agreement.

SECTION III. IDENTIFICATION OF THE ORGANIZER; DESCRIPTION OF ORGANIZATIONAL STRUCTURE AND GOVERNANCE PLAN

3.1 Organization. The Charter School is established and operated by the Organizer, a not-for-profit corporation formed and organized under the applicable laws of the State of Indiana and having secured a determination from the Internal Revenue Service that the Organizer is tax exempt or (b) is reviewing the Organizer's application for tax exempt status. The Organizer must have received such determination before the Organizer may provide instruction to any students attending the Charter School, unless the Sponsor provides express written authorization that the Organizer may provide instruction to students attending the Charter School pending such determination. The Organizer shall immediately inform the Sponsor if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its not-for-profit corporation status is questioned, modified, or revoked by the state of incorporation.

3.2 Board of Directors.

- a. The Organizer has a Board of Directors ("Board") whose members constitute the governing body of the Charter School and shall manage the Charter School's activities in compliance with the Charter and applicable law.
- b. The Organizer represents that it has conducted or will conduct within ninety (90) days of the Effective Date: an expanded criminal history check pursuant to Indiana Code § 20-26-5-10 on each current Board member, and at least fourteen (14) days prior to the approval of any new Board member, to the fullest extent permitted under applicable law after obtaining any necessary consents from the current Board member. Any person that has been convicted of the following acts shall be prohibited from serving on the Board, unless such prohibition is expressly waived by the Sponsor in writing:
 - i. an offense described in Indiana Code § 20-26-5-11; or
 - ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud.

3.3 Governance. The Organizer shall operate the Charter School under the governance plan set forth in its application for the Charter ("Application"), which is attached to this Charter Agreement and incorporated herein by reference as "Exhibit B."

3.4 Bylaws. The Board shall initially operate pursuant to the bylaws set forth in the Application. The Board shall meet within thirty (30) days of the Effective Date and duly ratify such by-laws. Thereafter the Board shall operate pursuant to the bylaws of the Charter School whether such bylaws are those initially set forth in the Application, or as amended. The Bylaws may not be amended in any material respect without the prior written approval of the Board, which approval may not be unreasonably withheld, and in no event can an amendment conflict with any term of this Charter Agreement or applicable law. In seeking modification of the Bylaws, the Board must submit to the Board members a duly approved resolution of the Board setting forth the proposed material changes to the Bylaws. The Board shall notify the Sponsor in writing of material changes made to the by-laws in a timely manner and provide an updated copy of the by-laws that incorporate said changes.

3.5 Conflict of Interest. Any Board member, officer of Organizer, or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "Interested Persons"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a 2% ownership position, which has any direct or indirect financial interest in any party with which the Organizer contracts for services must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of their financial interest, and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with such party. The term "family member" includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board or committee, (that is, all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances. The Board will report any conflict of interest issues that arose under this section and the resolution of such issues, if any, to the Sponsor within five (5) business days.

3.6 Dissolution. The Organizer represents that its governing documents provide that, upon dissolution, (a) all remaining assets, except funds received from the Indiana Department of Education (the "Department"), shall be used for nonprofit educational purposes, and (b) remaining funds received from the Department shall be returned to the Department not more than thirty (30) days after dissolution.

3.7 Escrow Account for Dissolution. The Organizer agrees to establish an escrow account of no less than thirty thousand dollars (\$30,000) to pay for legal, wind down of operations and audit expenses that would be associated with a dissolution of this Charter School should it occur. The Charter School may provide for the full amount in its first year budget or provide for a minimum of ten thousand dollars (\$10,000) per year for the first three of its charter term. The Charter School's failure to provide for a minimum of ten thousand dollars (\$10,000) by December 31st in each of the first three years of its charter term, beginning with the first year of instruction, shall be deemed a material violation of this Charter Agreement.

3.8 Third Party Responsibilities. To the extent that applicable law renders any of the Organizer's obligations set forth herein the responsibility of the governing body of the Charter School, the Charter School, or any other third parties, as opposed to the Organizer, the Organizer shall ensure that the responsible entity fulfills the obligations set forth herein in accordance with applicable law and the terms and conditions of this Charter Agreement. If the Organizer fails to ensure such obligations are fulfilled in accordance with applicable law and the terms and conditions of this Charter Agreement, the Organizer shall (a) indemnify the City and its officers, employees, counsel, consultants, agents, representatives (including the City's Charter School Board) and those acting on behalf of the City's officers, employees, counsel, consultants, agents and representatives harmless from any and all claims, actions, expenses, damages and liabilities, including costs and attorneys' fees, for the defense of any of the above, arising out of, connected with, or resulting from such failure; and (b) be deemed to have committed the act or omission itself for the purposes of determining whether the Sponsor may revoke the Charter under Paragraph 16.4 of this Charter Agreement.

SECTION IV. OPERATION OF THE CHARTER SCHOOL

4.1 Application. The Organizer represents that the information provided in the Application was accurate when submitted and remains accurate as of the Effective Date. Any modifications made to the Application after it was submitted to the Sponsor but prior to the Effective Date must be approved in writing by the Charter Schools Director. After the Effective Date, modifications to the Application may only be made through a signed amendment thereto executed by the Organizer and the Charter Schools Director. To the extent there is a conflict between the terms of this Charter Agreement and the Application, the terms of this Charter Agreement shall govern.

4.2 School Improvement Plan. As permitted under Indiana Code § 20-31-5-2, the Charter shall serve as the Charter School's strategic and continuous school improvement and achievement plan (hereinafter referred to as the "School Improvement Plan"). To the extent that Indiana Code Article 20-31 applies to the Charter in its function as the School Improvement Plan, the Organizer shall comply with the requirements under Indiana Code Article 20-31.

4.3 Performance Framework. The Sponsor will evaluate the Charter School based on the academic, financial, governance, and all other standards set forth in the Sponsor's Performance Framework, attached as "Exhibit C" to this Charter Agreement. The Performance Framework may be modified from time to time as needed at the Sponsor's discretion. For elements of the Performance Framework that require review or evaluation by an external entity as determined by the Sponsor, the Organizer is required to select such an entity that is approved by the Sponsor, and pay expenses related to any such evaluation. The Sponsor shall notify the Organizer annually about material changes to the Performance Framework.

4.4 Educational Service Providers. In the event the Organizer intends to contract with a third-party organization that will:

- a. Manage or operate the Charter School; or
- b. Provide a significant portion of the managerial or instructional staff to the Charter School; or
- c. Provide a significant portion of the instruction or instructional programming to the Charter School;

Then, that organization shall be known as an Educational Service Provider, and such relationship shall meet the requirements as set forth in "Exhibit D" to this Charter Agreement, attached hereto and incorporated herein by reference.

SECTION V. CURRICULUM, INSTRUCTIONAL METHODS AND PUPIL ASSESSMENT

5.1 Curriculum. The Organizer shall adopt a curriculum for the Charter School as a Prior Action. The Organizer shall ensure the Sponsor can easily access the curriculum, through the internet or by making a copy of the curriculum. Curricular materials shall be available for inspection at the Charter School during normal school hours and shall be provided in response to any telephone, mail, email, or in-person request by any person.

SECTION VI. PUPIL ENROLLMENT

6.1 Grades Served; Number of Students. The Organizer is authorized to enroll students in accordance with the grade levels and enrollment limits set forth in the Application. Any change in grade levels offered at the Charter School or increase or decrease in overall student enrollment from the limits set forth in the Application shall require an amendment to this Charter Agreement pursuant to the Sponsor's policies.

6.2 Open Enrollment. The Organizer shall enroll any eligible student who submits a timely application for enrollment. Enrollment may only be limited pursuant to the provisions of Indiana Code § 20-24-5.

6.3 Recruitment; Enrollment. The Organizer's recruitment and enrollment policies for the Charter School are subject to all federal and state law and constitutional provisions that prohibit discrimination on the basis of race, disability, gender, religion, national origin, ancestry, or color.

6.4 Student Records. The Organizer shall maintain all student records, including enrollment information, electronically on a system that is mutually acceptable to the Organizer and the Sponsor.

6.5 Unified Enrollment. The Organizer shall participate in the unified enrollment system that is operated by Enroll Indy, or otherwise. This paragraph does not apply to an Adult High School, as defined by IC 20-24-1-2.3.

6.6 Student Identification Numbers. The Organizer shall assign and use student identification numbers both in administering the state's standardized assessment program and in meeting other Indiana data reporting requirements. The Organizer shall follow procedures established by the State Board of Education and the Department for issuance and record keeping concerning student identification numbers.

SECTION VII. SCHOOL CALENDAR

7.1 At least 90 days prior to the start of each school year, the Organizer shall submit its proposed start date to the Sponsor for approval. The Organizer shall have students in attendance at the Charter School beginning on July 31, 2023. The Organizer may alter this date only upon express written approval by the Sponsor, which approval or disapproval must be communicated to the Organizer within ten (10) business days after the Organizer notifies the Sponsor of its proposed modification to this date.

SECTION VIII. PERSONNEL

8.1 Licensing, Background Checks, and Benefits. Organizer will ensure that all Charter School personnel meet applicable licensing requirements, complete required background checks, and have access to benefits, including pension or retirement funds, as required by State law

SECTION IX. PHYSICAL PLANT

9.1 Applicable Law. As a Prior Action, the Organizer shall identify a location for the Charter School and develop facilities for the Charter School that comply with: (a) all applicable law, including building, fire and safety, and zoning and land use codes for school use; (b) this Charter Agreement; and (c) the Application.

9.2 Material Changes. The Organizer shall notify the Sponsor immediately as to any of the following and provide any supplemental information to or engage in the charter amendment process with the Sponsor as requested:

- a. any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance;
- b. any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; or
- c. any proposal to move the Charter School from its current facility to another or from its current location to another.

9.3 Construction of Facility. As required under Indiana Code § 20-24-7-7, if the Organizer uses public funds for the construction, reconstruction, alteration, or renovation of a public building, then bidding and wage determination law, and any other law relating to such projects shall apply.

SECTION X. BUDGET, FINANCIAL PLANS, AND AUDITS

10.1 Organizer as Fiscal Agent. The Organizer is the fiscal agent for the Charter School. The Organizer has exclusive control of, and is responsible for, the funds received by the Charter School and the financial matters of the Charter School.

10.2 Separate Accounts; Audits. The Organizer shall maintain separate accountings of all funds received and disbursed for the Charter School and shall follow applicable law concerning separate maintenance of federal funds.

10.3 Adoption of Unified Accounting System. The Organizer shall adopt and implement the unified accounting system prescribed by the State Board of Education and State Board of Accounts.

10.4 Acquisition of Real and Personal Property. The Organizer may, for educational purposes, acquire real and personal property or an interest in real and personal property by purchase, gift, grant, devise, or bequest.

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

10.6 Federal Funding. The Organizer shall make all applications, enter into all contracts, and sign all documents necessary for the receipt by the Charter School of any aid, money, or property from the federal government.

10.7 Administrative fee. Beginning on July 1st before the school's fourth (4th) school year of operation, the Organizer shall pay to the Mayor an administrative fee in an amount equal to one percent (1%) of the total amount the Organizer receives during the state fiscal year for the *foundation amount* as this term is defined under Ind. Code § 20-43-1-13, which is not to exceed three percent (3%) of the total amount the Organizer receives during the state fiscal year for *basic tuition support* as this term is defined under Ind. Code § 20-43-1-8.

- a. This fee is due and payable within thirty (30) days from the date that the fee is invoiced to the Organizer, which will occur quarterly.
- b. The imposition of this fee shall apply prospectively from the date of this Amendment. That is; a Charter over four (4) years old does not have arrearage.
- c. All other terms and conditions of the Charter, including prior amendments, remain in full force and effect in the same manner as set forth therein.

SECTION XI. INSURANCE; INDEMNIFICATION

11.1 Insurance. The Organizer shall maintain as a Prior Action a certificate of insurance as specified by the Sponsor.

11.2 Indemnification. The Organizer shall indemnify and hold harmless the Sponsor, and its respective officers, agents, and employees from and against any and all claims, actions, damages, expenses, losses or awards, including attorney's fees, arising out of:

- a. the negligence of the Organizer;
- b. any action taken or not taken by the Organizer; or
- c. any noncompliance or breach by the Organizer of any of the terms of this Charter Agreement, or laws applicable to the Organizer's operations during the term of this Charter Agreement.

11.3 Surviving Provisions. Notwithstanding the expiration, non-renewal, or revocation of this Charter Agreement, the Organizer agrees that the insurance coverage and indemnification requirements shall continue in force and effect with respect to any claim, action, expense (including attorneys' fees), damage or liability arising out of, connected with, or resulting from the operation of the Charter School until such claim, action, expense (including attorneys' fees), damage, or liability is barred by any applicable statute of limitations.

11.4 Notice of Potential Claims. The Organizer and the Sponsor shall make a good faith effort to notify each other of any actual or potential claims subject to indemnification pursuant to this Charter Agreement, but failure to do so shall not invalidate the Organizer's indemnification duties herein.

SECTION XII. TRANSPORTATION PLAN

12.1 The Organizer shall develop, implement, and maintain as a Prior Action a Transportation Plan that provides for safe, reasonably accessible transportation for all students attending the Charter School and complies with all applicable local ordinances, and state and federal laws.

SECTION XIII. DISCIPLINE AND SAFETY PROGRAM

13.1 Discipline; Student Rights; School Safety. The Organizer shall develop, implement, and maintain as a Prior Action a school safety plan, including a discipline plan, to provide for a safe learning environment at the Charter School for students, staff, volunteers, and visitors. The school safety plan shall include an emergency preparedness plan for the Charter School that meets the requirements set forth in 511 IAC § 6.1-2-2.5. The Sponsor reserves the right to receive annual assurances from the Organizer that an existing emergency preparedness plan has been reviewed and revised, if necessary.

13.2 Expulsion or Involuntary Transfer. No student shall be expelled or transferred involuntarily from the Charter School except in accordance with applicable law governing the conduct and discipline of students, including Indiana Code §§ 20-33-8-19 and 20-33-8-20.

SECTION XIV. DESEGREGATION ORDER

14.1 The Organizer shall comply with any applicable desegregation order and any related plan in the Application.

SECTION XV. COMPLIANCE ISSUES

15.1 Compliance with Constitution; Discrimination Law; Applicable Law Generally. The Organizer shall ensure that the Charter School complies with this Charter Agreement, Sponsor policies, all applicable Indiana statutes—specifically including those listed in Indiana Code § 20-24-8-5—and the State and federal constitutions. This includes but is not limited to laws regarding nondiscrimination in the school's operations, services for students with disabilities and English learners, access to public records, and conduct of meetings subject to the Open Door Law.

15.2 Inspection; Certification. In addition to any requirements set forth in this Charter Agreement, the Sponsor may designate the Sponsor's representatives to enter the premises of the Charter School during or outside of school hours, on a scheduled or unscheduled basis, to monitor whether the Organizer is operating the Charter School in compliance with applicable law and with the terms and conditions of this Charter Agreement. To the extent permitted under applicable law, the Organizer shall maintain the following information at the Charter School and make it available to the Sponsor upon request no later than the second (2nd) business day following such request; or, if the information has not yet been disclosed by a third party, as soon as practicable with the exercise of due diligence on the part of the Organizer:

- a. the Organizer's Articles of Incorporation;
- b. the Organizer's bylaws;
- c. Board policies;
- d. names and contact information for current and former Board members;
- e. the Organizer's enrollment and admissions process for the Charter School;

- f. a list of all formerly and currently enrolled students and, for each student, the following information: full legal name, social security number, student identification number (for purposes of state testing), birth date, address, school corporation in which the student resides, names and addresses of legal guardians; required documentation relevant to the student's special needs status (if applicable); results on assessments required by applicable law, the Application, the Performance Framework, and this Charter Agreement; and documentation of a student's suspension or expulsion (if applicable);
- g. a list of all former and current staff members and teachers who work at the Charter School and, for each one, the following information: name, social security number, birth date, address, compensation, evidence of certification to teach or progress toward certification to teach (if applicable), documentation of termination or resignation (if applicable);
- h. evidence of insurance;
- i. leases;
- j. documentation of loans and other debt of the Organizer related to Charter School;
- k. detailed accounting of school expenditures and sources of income received that are current through the preceding month, within twenty (20) days after the last day of such month;
- l. copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School;
- m. copies of all professional services agreements; and
- n. evidence of tax-exempt status.

15.3 Notice of Litigation. The Organizer shall notify the Sponsor within five (5) business days of either the Charter School or any member of the Board or school administration being named a plaintiff or defendant in any court proceeding arising from the operation of the Charter School.

15.4 Document Submission Platform. The Sponsor may, from time to time as determined to be necessary, provide approval or confirmation through its document submission process. The Organizer shall use the document submission process, with access furnished by the Sponsor, to provide any request or required documents or information, as detailed in the Master Calendar of Reporting Requirements or other such requests from the Sponsor. Acceptance of submissions may be considered written approval by the Sponsor in certain instances specified in the Charter.

SECTION XVI. TERM, REVIEW, RENEWAL, AND REVOCATION

16.1 Term. The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the seventh (7th) school year of operation of the Charter School.

16.2 Performance Review. The Sponsor shall review the Organizer's performance no less frequently than annually, with the content and scope of each review to be determined by the Sponsor. As part of the overall review process, the Sponsor shall review the Organizer's performance in operating the Charter School, including methodology for gauging the progress of the Charter School in achieving the educational mission and goals incorporated in the Application, this Charter Agreement, and the Performance Framework. Such performance review shall include methods for holding the Organizer accountable for improvement in student performance as measured by the following, if appropriate for grade level:

- a. results on mandatory Statewide annual assessments, as defined in 511 IAC § 6.2-10-1, including the number and percentage of students meeting state academic standards;
- b. student attendance rates;
- c. graduation rates; and
- d. number and percentage of students completing the Core 40 curriculum.

16.3 Renewal. This Charter Agreement may be renewed or not renewed, solely at the discretion of the Sponsor, in accordance with the provisions of Indiana Code § 20-24-4.

16.4 Grounds for Revocation or Nonrenewal. The Charter and this Charter Agreement may be revoked by the Sponsor at any time before the expiration of the term if the Sponsor determines that one (1) or more of the following has occurred:

- a. the Organizer fails to comply with any of the terms and conditions set forth in this Charter Agreement, including all applicable federal and state laws;
- b. the Organizer fails to commence Charter School operations or have students in attendance at the Charter School in accordance with Section VII;
- c. the Organizer fails to use the accounting principles required under applicable law;
- d. the Sponsor has cause to believe the health or safety of students enrolled at or staff employed by Charter School may be in jeopardy;
- e. the Organizer files for bankruptcy or becomes insolvent; or
- f. the Organizer fails to meet the educational goals of the Charter School set forth in the Application, the Performance Framework, or this Charter Agreement.

16.5 Revocation/Nonrenewal Process. If the Sponsor becomes aware of circumstances that may provide cause for revocation or nonrenewal of the Charter, the Sponsor shall provide the Organizer with written notice of the revocation or nonrenewal and an opportunity to respond or propose to cure the condition. The notice must:

- a. List and the reasons for the possible revocation or nonrenewal;
- b. Set a date for which shall not be less than fifteen (15) business days from the date of the notice, by which time the Organizer may respond in writing (a) showing cause why the Charter should not be revoked or (b) proposing to cure the condition;
- c. State that the Organizer may request a proceeding and that that request must be in writing and is due at the same time as the written response; and
- d. State that the Organizer may obtain representation from counsel.

If the Organizer requests a proceeding, the Sponsor shall set and provide notice to the Organizer of the date time and place of the proceeding. The proceeding is to allow the Organizer the opportunity to submit documents or give testimony in support of the continuation of the school.

Within sixty (60) days of the deadline for response to the notice of revocation or nonrenewal or the proceeding, if one is requested by the Organizer, the Sponsor shall provide the final determination on the revocation or nonrenewal. The determination will be provided to the Organizer in writing and shall clearly state the reasons for the revocation or nonrenewal.

16.6 Non-Renewal, Revocation, or Expiration. If the Charter is not renewed, is revoked, or expires:

- a. The Organizer shall follow the procedures set forth in the Charter School Closure Plan (“Closure Plan”);
- b. The Organizer shall be responsible for winding down the operations of the Charter School, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Organizer in connection with the operation of the Charter School; under no circumstances, shall the City or the City's officers, employees, agents, or representatives, including the Sponsor and the City's Charter School Board, or those acting on behalf of the City's officers, employees, agents and representatives, be responsible for such obligations; and
- c. The Organizer shall cooperate with the Sponsor to effect the orderly closing of the Charter School and shall comply with all applicable laws.

SECTION XVII. REPORTING REQUIREMENTS

17.1 Master Calendar of Reporting Requirements. The Sponsor shall annually provide to the Charter School a calendar that sets forth the schedule for all reports that the Charter School shall submit to the Sponsor as required hereunder and the dates by which such reports shall be submitted (the "Master Calendar"). The Organizer shall submit to the Sponsor through the document submission process any and all documents and information specified in the Master Calendar.

17.2 Budgets and Accounting Reports; Timing. The Organizer shall adopt a July 1 through June 30 budget and accounting year (the "Accounting Year"). The Organizer shall gather, calculate, and submit budgets and accounting information requested hereunder based upon the Accounting Year. If applicable law requires the Organizer to implement a different Accounting Year, the Organizer shall comply with such requirements for both accounting and budgetary reporting purposes.

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

SECTION XVIII. GENERAL PROVISIONS

18.1 Notice. All notices, reports, and other documents covered by this Charter Agreement and required to be sent to one of the parties shall be in writing or via the Sponsor's document submission process and, as needed, shall be delivered by electronic mail, hand or by U.S. Certified Mail, return receipt requested, to the following contacts, as applicable, at the address shown or to such other address as may be provided by notice under this paragraph:

If to the Sponsor:

Office of Education Innovation
Office of the Mayor
2501 City-County Building
200 E. Washington Street
Indianapolis, IN 46204

If to the Organizer:

Goodwill Education Initiatives, Inc.
1635 W. Michigan St.
Indianapolis, IN, 46202

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

18.3 Waiver. No waiver of any breach of any provision of this Charter Agreement shall be held as a waiver of any other or subsequent breach.

18.4 Counterparts; Signature by Facsimile. This Charter Agreement may be signed in counterparts, which together shall constitute the original Charter.

18.5 Amendment. This Charter Agreement may be amended only by a written instrument executed by the Organizer and the Sponsor.

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

18.7 Entire Agreement. This Charter Agreement supersedes and replaces any and all prior agreements and understandings between the City (or the City's officers, employees, counsel, consultants, agents, representatives, including the Sponsor and the City's Charter School Board, and those acting on behalf of the City's officers, employees, counsel, consultants, agents, and representatives) and the Organizer (or the Organizer's duly authorized representatives).

18.8 Construction. This Charter Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Charter Agreement.

18.9 Disputes. The Organizer and Sponsor shall not exercise any legal remedy with respect to any dispute arising from the Charter without (a) first providing written notice to the other party setting forth a description of the dispute, and (b) thereafter, meeting with the other party and attempting in good faith to negotiate a resolution of such dispute. This provision shall not apply to the Sponsor's revocation rights under Paragraph 16.4 of this Charter Agreement.

18.10 No Third-Party Beneficiary. Nothing in this Charter Agreement, either expressed or implied, shall be construed to give any non-party any legal or equitable rights hereunder.

18.11 Assignment. The Organizer may not transfer or assign any of its rights or obligations under this Charter Agreement without the amendment of this Charter Agreement.

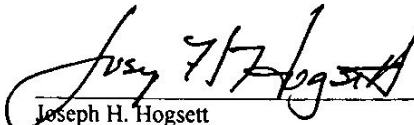
18.12 Authority. The Organizer is duly authorized to enter into this Charter Agreement, and the persons executing this Charter Agreement have been duly authorized to do so by the Board.

18.14 Surviving Provisions. In addition to the surviving terms and conditions set forth in Paragraph 11.3 of this Charter Agreement, Paragraphs 3.5, 16.6, 18.9, and 18.10 of this Charter Agreement shall also survive the expiration, non-renewal, or revocation of this Charter Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Charter School Agreement as of the dates indicated below.

EXECUTIVE OF THE CONSOLIDATED CITY OF INDIANAPOLIS
AND MARION COUNTY, INDIANA



Joseph H. Hogsett
Mayor
("Sponsor")

Date: August 15, 2023

Goodwill Education Initiatives, Inc.

("Organizer")

By: _____

Date: 8/8/23

Printed: Gita Baker

Title: GEI Board President

ATTEST:



Director of Charter Schools, City of Indianapolis

Date: 8/29/23

(Exhibits A, B, C and D to follow.)

GENERAL LIABILITY POLICY.

Automobile Liability: \$1,000,000 combined single limit

Umbrella (Excess Liability): \$3,000,000 per occurrence;
\$3,000,000 aggregate

NOTE: THE UMBRELLA POLICY MUST INCLUDE COMMERCIAL GENERAL LIABILITY, DIRECTORS' AND OFFICERS' LIABILITY/EDUCATORS' LEGAL LIABILITY/EMPLOYMENT PRACTICES LIABILITY, AUTOMOBILE LIABILITY AND SEXUAL ABUSE LIABILITY.

Workers Compensation Liability: (As required by Indiana law)

- 1.2.2 The City must be listed as an additional named insured on each of these policies. The Sponsor may request further documentation at any time. The insurance provided by the Organizer shall apply on a primary basis. No funds, assets, insurance, or self-insurance of the City or the City's officers, employees, agents, counsel, consultants, or representatives, including the City's Charter School Board, or those acting on behalf of the City's officers, employees, agents, counsel, consultants, and representatives, shall be held to answer for the payment of any claim, action, expense (including attorneys' fees), damage, or liability of the Organizer. The insurance provided herein shall provide coverage for the Organizer's indemnification obligations set forth in the Charter Agreement.
- 1.2.3 The Organizer shall submit its proposed insurance coverage for Directors' and Officers' Liability Coverage/Educators' Legal Liability/Employment Practices Liability, Automobile Liability, Sexual Abuse Liability and Workers Compensation Liability to the Sponsor. The Organizer shall submit its proposed insurance coverage for Commercial General Liability and Umbrella Liability to the Sponsor at least two (2) weeks prior to acquiring, through purchase, lease, or otherwise, the physical plant of the Charter School, and these coverages shall take effect no later than the effective date of such acquisition.
- 1.3 Comprehensive Special Education Plan. The Organizer shall submit a comprehensive special education plan that complies with applicable law to the Sponsor prior to the commencement of the Charter School's first school year.
- 1.4 Financial Plan. The Organizer shall submit an updated five-year financial plan, including a detailed budget identifying required start-up costs and a cash flow plan identifying the sources of funds that will be available to pay start-up costs and costs of operations prior to receipt of funds from the State of Indiana and local public school corporations. The Financial Plan shall also include an initial statement prepared by an independent, certified public accountant to the effect that the Organizer has adopted proper internal financial and accounting controls, and a plan to address any deficiencies noted in the accountant's statement.
- 1.5 Curriculum. The Organizer shall, if not already provided in its Application, submit a detailed, specific curriculum, which shall serve as the basis for educating students who attend the Charter School.
- 1.6 Transportation. The Organizer shall submit a specific, detailed plan for transporting students that attend the Charter School.
- 1.7 School Safety Plan. The Organizer shall submit a detailed, specific school safety plan. The school safety plan shall include an emergency preparedness plan for the Charter School that meets the requirements set forth in 511 IAC § 6.1-2-2.5.
- 1.8 Escrow Account for Dissolution. The Organizer shall establish an escrow account of no less than Thirty Thousand Dollars (\$30,000) to pay for legal, wind-down of operations and audit expenses that would be associated with a dissolution should it occur as outlined in the Charter School Closure Plan. The Charter School may provide for the full amount in its first year budget or provide for a minimum of Ten Thousand Dollars (\$10,000) per year for the first three (3) years of its charter term. The Charter School's failure to provide for a minimum of Ten Thousand Dollars (\$10,000) by June 30 (*date*) in each of the first three (3)

years of its charter term, beginning with the first year of instruction, shall be deemed a material violation of the Charter Agreement.

SECTION 2. FAILURE TO COMPLETE PRIOR ACTIONS

- 2.1 If the Organizer does not substantially complete any of these Prior Actions in a timely manner, the Sponsor shall be permitted to revoke the charter, subject to the notice and cure provisions of this Charter Agreement.

EXHIBIT B
APPLICATION

EXHIBIT C
PERFORMANCE FRAMEWORK

The current Performance Framework is attached here. As articulated in the Charter Agreement, however, that Performance Framework is subject to revision by the Sponsor. When oversight decisions are made, the Organizer and the Charter School will be held accountable to the currently effective Performance Framework.

EXHIBIT D
REQUIREMENTS WITH RESPECT TO A
EDUCATION SERVICE PROVIDER CONTRACT

To ensure that the Organizer maintains legal responsibility to the Sponsor for the operations and management of the Charter School, including compliance with the Charter Agreement, the following requirements must be met before the Organizer may enter into a contract ("Service Contract") with an education service provider ("ESP") for substantial educational services, management services, or both. An ESP is defined in state law as a for profit education management organization, nonprofit charter management organization, school design provider, or any other partner entity with which a charter school intends to contract for educational design, implementation, or comprehensive management (which includes providing a substantial portion of the managerial or instructional staff).

- 1 Request for Proposals. Prior to entering a Service Contract, the Organizer shall issue a request for proposals and require potential ESPs to respond to a request that meets the requirements in Indiana Code § 20-24-3-2.5.
- 2 The Organizer's board of directors ("Board") shall be structurally independent of the ESP and shall set and approve broad school policies, such as the budget, curriculum, student conduct, school calendars, and dispute resolution procedures. In no event shall the Board, at any time, be comprised of voting members of whom more than forty-nine percent (49%) are directors, officers, employees, agents or otherwise affiliated with the ESP.
- 3 Sponsor Approval of Service Contract. The Organizer shall submit the proposed Service Contract to the Sponsor prior to its execution by the parties. If the Sponsor determines that the Service Contract does not comply with (a) the provisions set forth in this Exhibit, (b) applicable law, or (c) the Charter Agreement generally, or otherwise is against public policy, or may jeopardize the Organizer's nonprofit or tax exempt status, then the Sponsor shall notify the Organizer within ten (10) days of receipt, stating the basis for objecting to the Service Contract. In such event, the Organizer shall not enter into the Service Contract unless and until the deficiencies noted by the Sponsor have been remedied to the Sponsor's satisfaction.
- 4 Required Terms of Service Contract. The Service Contract shall include, in substance, the following terms:
 - a. The ESP's agreement to adhere to all applicable terms and conditions of the Charter Agreement.
 - b. A reasonable fixed term, not to exceed the term of the Charter and provisions allowing for termination (i) at any time by the mutual written agreement of the Organizer and the ESP; (ii) by the Organizer, upon any material breach of the Service Contract by the ESP; or (iii) by the Organizer or ESP, upon such other grounds as are specified by the Service Contract.
 - c. The ESP's commitment to furnish all information relating to its contract with the Organizer that is deemed necessary by the Organizer or the Sponsor (i) to fulfill the Organizer's reporting requirements under the Charter, (ii) for the Sponsor's proper oversight of the Charter School operations, and (iii) as otherwise required under applicable law or the Charter Agreement. This includes, when relevant, financial information being prepared by the ESP in accordance with the uniform accounting principles prescribed by the State Board of Education and State Board of Accounts.
 - d. All ESP employees, contractors of the ESP, or employees of contractors of the ESP who have direct, ongoing contact with children at the Charter School within the scope of their employment, being subject to criminal background check requirements to the same extent as employees of the Organizer who have direct, ongoing contact with children at the Charter

School within the scope of their employment.

- e. No public funds that are disbursed to fund the operations of the Charter School shall flow directly to the ESP.
- f. The ESP shall comply with all applicable requirements, terms and conditions established by any federal or state funding source.
- g. The Organizer's board of directors (hereinafter referred to as the "Board") shall be structurally independent of the ESP and shall set and approve broad school policies, such as the budget, curriculum, student conduct, school calendars, and dispute resolution procedures. Notwithstanding any provision to the contrary in the Charter Agreement, Application or Bylaws, in no event shall the Board, at any time, be comprised of voting members of whom more than forty-nine percent (49%) are directors, officers, employees, agents or otherwise affiliated with the ESP.
- h. The Organizer may not be required to include the ESP's name in or attached to the name of the Charter School.

5 Areas to be Addressed in Service Contract. The Service Contract shall:

- a. Clearly delineate the respective roles and responsibilities of the ESP and the Organizer in the management and operation of the Charter School;
- b. Identify whether individuals who work at the Charter School are employees of the Organizer or of the ESP; or, if employment status will vary from employee to employee, shall set forth a process for determining whether the individual is an employee of the Organizer or of the ESP;
- c. Set forth procedures that are consistent with applicable law for determining whether assets purchased for use at the Charter School are owned by the Organizer or the ESP;
- d. Identify the procedures that the Organizer shall use to monitor and oversee the ESP;
- e. Specify the methodology for calculating the ESP's compensation, including all amounts to be paid to the ESP by the Organizer, whether as contract payments, lease payments, management fees, administrative fees, licensing fees, expenses, claims on residual revenues, or any other amounts payable to the ESP. The total amount to be paid to the ESP by the Organizer and/or any third party, including students, parents, or other organizations, under the Service Contract shall be reasonable, market rate, and commensurate with the services provided by the ESP. Compensation arrangements that grant the ESP the Organizer's or Charter School's annual operating surplus, give the ESP a percentage of all the Organizer's or Charter School's revenues, or include bonuses or incentives, must be designed in accordance with any applicable law and Internal Revenue Service guidance.
- f. Define the services that the ESP will provide to the Organizer.

6 Contact Information. The Organizer shall provide the Sponsor with contact information for the ESP employee or employees who will be primarily responsible for providing services under the Service Contract.

7 ~~Conflict of Interest.~~

7 Negotiation of Service Contract and Legal Counsel. The Service Contract shall be developed and finalized by the Organizer and the ESP through arm's length negotiations in which the Organizer shall be represented by legal counsel. Such legal counsel shall not also represent the ESP.

8 Board Approval. The Board shall formally approve the Service Contract with a majority vote.

9 Compliance with Laws. Organizer shall comply with all laws including but not limited to IC 20-24-3-2.5 when choosing and contracting with an ESP.