

Exhibit A

**Application Checklist - Renewal**

#	Document	Page Limit	Format	Completed
	Renewal Proposal Overview	Use Template in <u>Exhibit B</u>	PDF	
	Renewal Application	30	MS Word or PDF	
1	Budget and Staffing Workbook	Template	MS Excel	
2	Budget Narrative	5 pages	MS Word or PDF	
3	Statement of Assurances (only one form required)	Use Template in <u>Exhibit C</u>	PDF	
4	Entire Application (including Exhibits)		PDF	

Exhibit B

**Renewal Application Overview**

The applicant group’s **designated representative** will serve as the contact for all communications, interviews, and notices from the ICSB regarding the submitted application.

**Charter School Name:** \_\_\_\_\_

**Charter School Address:** \_\_\_\_\_  
\_\_\_\_\_

**Designated Representative and Contact Information (Phone & Email):** \_\_\_\_\_

**Mission Statement:** Our mission is to ensure that each of our scholars meet high academic and social standards, and thrive as leaders at home, in their communities, and in the world.  
\_\_\_\_\_

**School Leader/Principal:** \_\_\_\_\_

<b>Current Board of Directors</b>	

**Grade Levels and Student Enrollment**

Complete Tab 1 of either the Enrollment Plan for K-12 Schools or the Enrollment Plan for Adult High Schools, as applicable. Please ensure that you are completing the correct Enrollment Plan.

**Identify ESP or partner organization (if applicable):** \_\_\_\_\_

## PLA@103 Charter Renewal Application Narrative

### SECTION I: PERFORMANCE REVIEW

1. **Specifically address all measures in the Performance Dashboard Summary in which the school received a rating of “Approaches Standard,” “Improvement Necessary,” or “Does Not Meet Standard” focusing primarily, but not exclusively, on the school’s most recently completed school year. Responses can include a root cause analysis, actions the school has taken to address deficiencies, supplemental or contextual information to augment the school’s record, or a timeline as to when the school expects to “meet standard.”**

We are honored to partner with the Indiana Charter School Board in service of our scholars. Over the past nine years, our partnership has allowed children on the Far Eastside of Indianapolis to receive a high-quality public education in a safe and nurturing setting. We want to start by expressing our gratitude for your partnership, as it means so much for the children and families we serve. Phalen Leadership Academy at Francis Scott Key #103 (PLA@103) is located within a historically underserved and economically distressed neighborhood in Indianapolis. Schoolwide, 95% of our scholars are Black and Latino and 100% are living in poverty. In addition to the challenges that our scholars already face in their daily lives: poverty, transience, and community violence; our team continues to work hard supporting our scholars in recovering from the learning loss experienced during the pandemic.

While the achievements at PLA@103 reflect promising steps, the Far Eastside’s complex challenges amplify the importance of PLA@103 as a quality educational and cultural anchor. SAVI’s 2022 data paints a stark picture: a 22% poverty rate, nearly double the metro area’s 12.3%, and a 9% unemployment rate that outpaces both county and state levels by several points. With only 17% of adults holding a bachelor’s degree or higher, educational advancement opportunities are limited, and violent crime incidents are 15.7 per 1,000 residents, compared to 13.3 in Marion County and 7.2 in the broader metro area.

These indicators are further reinforced by the CDC’s Social Vulnerability Index (SVI), where the Far Eastside scores a high 0.75 on a scale from 0 to 1. This rating reflects a heightened vulnerability to prolonged impacts from crises, like natural disasters or health emergencies, underscoring the area’s limited resilience and access to recovery resources. During the COVID-19 pandemic, these vulnerabilities meant longer recovery periods and more severe financial strain. The high SVI further highlights the critical need for PLA@103 to foster educational attainment, community support, and pathways toward stability for local scholars and their families. These challenges demonstrate the level of trauma and stress our families are exposed to that ultimately affect our scholars' ability to perform academically.

At PLA@103, we are proud to serve our scholars and families, and our staff work hard each day to provide a high quality and well-rounded educational home to help our scholars realize their tremendous innate potential. Below please find our analysis of PLA@103’s performance across Academic Achievement, Financial Health, and Organizational Compliance.

#### **A. Academic Achievement**

By implementing the evidence-based PLA model, PLA@103 has made significant strides towards improving scholar achievement. Data from the 2023-2024 school year shows that many of our scholars have grown academically, even with living in marginalized communities and as schools across the country are still dealing with learning loss caused by the pandemic. According to the ICSB Accountability Dashboard, our 3rd and 4th grade students “Exceeds Standard” on the School Total Performance Measures for “1.4.b. Grade level proficiency on the state assessment in Math compared with the previous school year;” and our 3rd graders “Meets Standards on “1.4.a. Grade level proficiency on the state assessment in English Language Arts compared with the previous school year.” In addition to the overall growth in these areas, our school created strong growth across traditionally underserved student groups as well. For performance measure “1.6.d the change in proficiency on the state assessment in Math for each subgroup compared with the previous school year,” PLA@103 “Meets Standard” for Economically Challenged students. Similarly, for performance measure “1.6.b Proficiency on the state assessment in Math for each subgroup compared with traditional school corporation,” PLA@103 “Meets Standards” for Black, Hispanic, EL and Economically Challenged scholars.

Finally, for performance measure “1.6.c Proficiency on the state assessment in English Language Arts for each subgroup compared with traditional school corporation,” PLA@103 “Meets Standards” for SPED scholars. These data points reflect the impact of our evidence-based educational model, which leverages personalized, small-group learning and a robust school culture that recognizes student progress to cultivate a growth mindset in our scholars.

While our school has experienced strong growth in some grades and subgroups for ELA and Math, we are working to improve overall school performance, as we continue to overcome learning barriers and significant learning loss. For performance measure “1.4.a Grade level proficiency on the state assessment in English Language Arts compared with the previous school year,” PLA@103 “Does not Meet Standard” for grades 5 and 6; and “Approaches Standard” for grade 4. For performance measure “1.4.b. Grade level proficiency on the state assessment in Math compared with the previous school year” the school overall is “Approaching Standard.” However, the school “Does Not Meet Standard” for performance measures “1.4.c Grade-level proficiency on the state ELA assessment, as compared with traditional school corporation” and “1.4.d. Grade level proficiency on the state Math assessment as compared with traditional school corporation.”

Going forward, we aim to bolster ILEARN proficiency rates by deepening the integration of small-group learning and support in our daily schedule. Our approach must also take into account the larger environment in which we work. The community PLA@103 serves, the Far Eastside of Indianapolis, is one of the most impoverished communities in the state and country. We recognize that our student population is highly transient, making sustained progress very challenging. Additionally, an increasing number of our scholars are ELL or recent immigrants, adding another layer of complexity as they work to overcome language and cultural barriers. We have already started to implement several retention strategies aimed at increasing stability and support.

Internally, we utilize Beginning of the Year (BOY), Mid-Year (MOY), and End of Year (EOY), NWEA testing as another indicator of proficiency and growth. During the 23-24 school year, our scholar proficiency in ELA increased from 14% in Fall 2023, to 20% in Spring 2024. In Math, proficiency almost doubled, from 16% in the Fall to 31% in the Spring.

Continuous improvement is a core value for our work. A key driver for continuous improvement is implementation fidelity. Looking to the future, we want to ensure that we further strengthen the implementation of the evidence-based PLA model which has enabled our scholars to improve their academic progress. The following chart outlines key performance domains and strategies for improvement.

Key Performance Domains	Key Observations	Strategies for Improvement
<p><b>Scholar Attendance</b> According to the most recent dashboard data, scholars maintained an 86.86% attendance rate in the 2022-23 school year and 83.67% attendance rate in 2021-22 school year. Please note that 2023-24 data is not available on the dashboard.</p>	<ul style="list-style-type: none"> <li>● According to the ICSB performance dashboard, in 2022-23, PLA@103 “did not meet standard” with an attendance rate of 86.86%. Though there was some improvement from the previous year, PLA@103 is still below benchmark for attendance.</li> <li>● Our internal records are currently reporting that since January 2024 our attendance rate is showing strong improvement at 93.55%. This shows that our efforts are working and we are closer to achieving our goal of 95%.</li> </ul>	<ul style="list-style-type: none"> <li>● Maintain our strong school culture through community events, progress feedback cycles, and positive behavioral interventions and supports.</li> <li>● We have worked to create a sense of belonging through enrichment courses as well as extracurricular activities and athletics.</li> <li>● Continue to encourage and incentivize teacher attendance and retention to provide educational stability and a positive climate and culture.</li> <li>● Positive incentives to reward students for good attendance</li> <li>● Focus on monthly family and</li> </ul>

	<ul style="list-style-type: none"> <li>● Chronic absenteeism has dropped from 61% in 2021 to 48% in 2024, and while we are confident this number will continue to decrease, we will deepen our efforts to improve this metric.</li> <li>● Enrollment for SY 23-24 increased to 629 scholars, reflecting our strong efforts in building a positive school climate and culture.</li> </ul>	<p>community engagement events and use them to identify and address barriers to attendance.</p> <ul style="list-style-type: none"> <li>● Retain our Social Worker to oversee attendance tracking software (PowerSchool) and run quality checks to ensure accurate reporting</li> <li>● Utilize our Social Worker to provide proactive support for families with attendance issues.</li> </ul>
<p><b>ELA &amp; Math Proficiency</b> According to the dashboard, 8.36% tested proficient in English Language Arts and 14.33% tested proficient in Math on the 2023-24 ILEARN assessment.</p>	<ul style="list-style-type: none"> <li>● Our scholars have been disproportionately impacted by pandemic-related learning loss in addition to the economic and community challenges they face.</li> <li>● At least 37% of the students we serve are new to the country and are English Learners, and 5% are special education students. These numbers may have increased this year considering our significant enrollment increase.</li> <li>● Many of our students live in housing projects and hotels, as our community is highly transient. These factors compound the challenges that already exist with improving ELA proficiency.</li> <li>● We will work on strengthening the implementation of our educational model and tailoring interventions and support systems for students with special needs. This includes bolstering Tier II Instruction as well as staff professional development to ensure that our scholars consistently receive individualized support.</li> </ul>	<ul style="list-style-type: none"> <li>● We have hired ESL teachers and a parent coordinator to facilitate student and family engagement, as well as remove language barriers to access.</li> <li>● We have also hired EL and SPED Assistants specifically to support small-group instruction for bilingual and special needs students</li> <li>● Continue to provide Content Training and retraining to all teachers to better support effective implementation of Reading Foundations</li> <li>● Stronger universal implementation of Tier II Instruction</li> <li>● More personalized instructional supports through the Reading Advantage Programs to address learning loss and support the learning needs of all student populations</li> <li>● Staffing Reading and Math Interventionists to provide real-time instructional supports</li> <li>● Additional structured data analysis built into the professional development process</li> </ul>

**B. Financial Health**

Financial sustainability is one of our priority operational goals at PLA@103. The Accountability Dashboard shows that our school has consistently met the “Meets Standard” rating for key financial metrics. Specifically, we have met the “Change in Net Assets Margin” and “Debt to Asset Ratio” standards since 2021, as well as the “Annual Enrollment Change” standard since 2022, and the “Aggregated Three-Year Margin” for the past two years.

Several Near-Term indicators show areas where we currently do not meet the ICSB standards, including the Current Ratio, Days Cash on Hand, and Primary Reserve Ratio. These metrics highlight the need for immediate improvements in cash management and liquidity to strengthen our short-term financial position.

Our central office provides crucial support for staff training, professional development, HR, and student enrollment initiatives, all of which are essential for maintaining effective school operations. This investment enables our commitment to robust staffing, ensuring that scholars and staff have access to necessary resources, including technology and other essential tools for success. As a result, we've been able to provide services and resources to bolster scholar achievement, even though schools have operated at a deficit to do so. Despite these challenges, our school has met all performance indicators for Domain 2.1, relating to the effective management and monitoring of our budget. By leveraging PLA's resource allocation system and support from Finance and Development, we are able to coordinate multiple sources of funding to ensure that all resources are maximized in alignment with grant guidelines, the schoolwide budget and educational priorities.

While the progress our school achieved has directly supported financial sustainability, we recognize that there remains room for growth. Moving forward, we are dedicated to strengthening our financial foundation through strategic investments in programmatic improvements, staff training, and long-term sustainability. By carefully reinvesting funds to expand support for our scholars, we aim to meet their evolving academic needs with evidence-based strategies, even as we work to improve our financial metrics. Please refer to the chart below for a detailed analysis.

Key Performance Domains	Key Observations	Strategies for Improvement
<p><b>Near Term Financial Accountability Metrics</b></p>	<ul style="list-style-type: none"> <li>● The current ratio and days of cash on hand are below target as the school is focused on providing continuity of programming as well as ensuring that all scholars and staff have the resources necessary to succeed in order to strengthen academic proficiency and enrollment as we continue to recover from the pandemic. The current ratio and daily cash on hand will increase as enrollment grows and cash flow increases.</li> <li>● The PLA central office plays a vital role in supporting our school's success, providing resources for training and professional development, staff recruitment, enrollment efforts, and human resources management. This centralized support structure allows us to attract and retain skilled educators and staff, foster a culture of continuous learning, and ensure streamlined operations that align with our academic and organizational goals.</li> </ul>	<ul style="list-style-type: none"> <li>● We are committed to strong budget management practices that prioritize critical expenses. By closely evaluating our cost structures, we will implement cost-saving measures that reduce unnecessary expenditures without compromising essential services.</li> <li>● We will continue to closely manage all purchases including furniture and fixtures, technology, curriculum and materials to ensure that the school only needs to purchase for new enrollment growth and modest replacements.</li> </ul>
<p><b>Multi-Year Financial Accountability Metrics</b></p>	<ul style="list-style-type: none"> <li>● While our enrollment has shown steady, positive growth, it's essential that this growth remains</li> </ul>	<ul style="list-style-type: none"> <li>● Enrollment increase and retention we are seeing now is a reflection that the investment in the schools is working.</li> </ul>

	<p>aligned with our budgetary expectations to support financial stability. The past few years, we have been below the budget driver, however for the 24-25 school year, we have exceeded our budget driver. Continuing to utilize our enrollment strategies to maintain shit will help sustain long-term funding.</p> <ul style="list-style-type: none"> <li>● To support our scholars' success, we have continued to expand our services, including investing in robust staffing that meets the diverse needs of our students. Although these efforts have led to operating at a deficit, they reflect our commitment to providing essential academic and emotional support services that bolster student achievement. This investment in a well-staffed, supportive environment is a priority in our strategic planning.</li> </ul>	<p>Matching enrollment numbers with budget drivers ensures that we are optimizing resources and maintaining a balance between our funding and operational needs. This alignment is critical for sustaining and expanding our programs effectively.</p> <ul style="list-style-type: none"> <li>● Ensuring continuity of programming remains a priority even as we manage expenses. Strategic reinvestment will allow us to support key programs, staffing, and academic resources that directly impact student success. By focusing on high-impact investments and allocating funds toward essential services, we ensure that our school community's needs are met in a financially sustainable way.</li> </ul>
--	---	--

**C. Organizational and Operational Accountability**

Viewing Organizational Compliance as a cornerstone to our school's success, we have placed great emphasis on meeting key benchmarks in this area. As a result of the robust support we receive from the PLA Service Center and strong implementation at the campus level, we are pleased to observe that we have achieved a "Meet Standard" rating for all indicators on the "Organizational and Operational Accountability" Dashboard.

**SECTION II: SCHOOL IMPROVEMENT**

- 1. Describe the school's plans and strategies for sustaining and continuing to build academic, organizational, and operational success over the next charter term. Explain how the school will build and achieve long-term sustainability and success in a) the governing board; b) the leadership team; c) the teaching staff; and d) academic achievement.**

Building on the academic, financial, and operational progress we have made in the current charter term, our school has developed strong plans and strategies for sustaining our positive impact on scholars. We have analyzed and reflected authentically on our recent performance, identifying both strengths and areas of improvements as shown in our Accountability System Dashboard and other data sources. Below please find our plan for building long-term sustainability and success in our governing board, leadership team, teaching staff, and academic achievement.

**A. Governing Board**

PLA@103 is governed by the PLA board. PLA currently has a strong board in place, with extensive experience in the areas of education, finance, business development, facilities management, organizational leadership, and change management. Please find their bios below:

**Dr. Fernando Reimers, Professor of International Education and Director of the International Education Policy Program at Harvard Graduate School of Education:** Dr. Reimers' research focuses on educational innovation and on the impact of education policy, education leadership and professional development of the quality and relevancy of education to develop twenty first century skills and expand opportunity for socially disadvantaged

children and youth. He has designed and led several innovative graduate and executive education programs and curricula and participated in the evaluation of higher education programs and strategies, including the National Research Council evaluation of Title VI, Fulbright-Hays, and other Federally Funded Programs to promote the Internationalization of American Universities. He completed an Ed.M. and Ed.D. in Administration, Planning and Social Policy at the Harvard Graduate School of Education and an undergraduate degree in Psychology at the Universidad Central de Venezuela. He is a member of the Massachusetts Board of Higher Education, the Council of Foreign Relations, a Fellow of the International Academy of Education, as well as a member of the United States National Commission for Unesco. He is currently serving on the Global Learning Leadership Council of the American Association of Colleges and Universities Project “General Education for a Global Century” focusing on some of the pressing issues related to global learning and undergraduate education. He serves on the board and advisory boards of several educational organizations. Dr. Reimers will lend his support and expertise in the development of the educational program, particularly in the area of English language education.

**James S. Phalen, Vice Chairman at State Street Global Advisors (retired):** Mr. Phalen retired from State Street Bank in 2017 as a vice chairman and member of the management committee. During his career, he managed the firm’s international businesses, technology and operations, asset management business, and most recently led regulatory affairs and compliance. Prior to State Street, Mr. Phalen was the chair and CEO of Citistreet, a private company that provided retirement and healthcare administrative services to firms in the U.S. and Australia. Before joining Citistreet, Mr. Phalen was the President and CEO of Boston Financial (BFDS), a private company providing shareholder record keeping services to Mutual Funds. Mr. Phalen is Chairman of the Boston Medical Center System Board. He is also a board member of Camp Harbor View and Phalen Leadership Academy. Jim holds a degree from Boston College and graduated from Stonier Graduate School of Banking. He also attended the executive development program at Massachusetts Institute of Technology's Sloan School of Management.

**Kristopher Kingery, Chief Education Officer, Gibraltar Design:** Mr. Kingery has served in various leadership and teaching positions in Pike Township in Indianapolis. He has been recognized for his initiatives and innovative solutions that have led to impressive outcomes for children. In addition, Mr. Kingery is largely recognized as the most successful Program Manager in Summer Advantage USA’s history. Mr. Kingery earned his M.S. in Administrative Leadership from Indiana University Bloomington and his B.S. from Indiana State University. Mr. Kingery earned his M.S. in Administrative Leadership from Indiana University, Bloomington and his B.S. from Indiana State University. Born and raised in Indianapolis, Mr. Kingery continues to lend his support and expertise in the development of the educational program and leadership development of PLA.

**Marlin Jackson, Super Bowl Championship Cornerback for the Indianapolis Colts; Executive Director at Fight for Life Foundation:** Marlin Jackson grew up in extreme poverty in Sharon, PA, and became the first member of his family to attend college. Jackson attended the University of Michigan, where he played for coach Lloyd Carr’s Michigan Wolverines football team from 2001 to 2004. As senior team captain in 2004, he was a first-team All-Big Ten selection, and a consensus first-team All-American, having received first-team honors from the Associated Press, American Football Coaches Association, Football Writers Association of American, The Sporting News, and ESPN. As a cornerback for the Indianapolis Colts, Jackson caught a crucial interception with 18 seconds left in the 2007 AFC Championship game to send them to Super Bowl XLI against the Chicago Bears, which they subsequently won. Since retiring from the NFL, Marlin has devoted his life to giving back to others through his foundation, the Fight for Life Foundation.

**Earl Martin Phalen, Founder & CEO, George and Veronica Phalen Leadership Academies:** Widely recognized as one of the nation’s top social entrepreneurs, Earl Martin Phalen is the Founder and CEO of the George and Veronica Phalen Leadership Academies. While at Harvard Law School, Earl founded Building Educated Leaders for Life (BELL) in Boston, Massachusetts, which grew from a local community service project to a national non-profit educating 15,000 children annually and from an annual budget of \$12,000 to \$27.5M annually. Through his work in the out-of-school time sector, Earl and his team were encouraged to expand their 25-day summer program model to a year-round school model. The resulting network of K-12 public schools is called the George and Veronica Phalen Leadership Academies (PLA) in honor of his parents. Under Earl’s leadership, PLA has grown from 1 school serving 300 students to a national



network of 23 schools serving 10,000 students, while helping our most vulnerable communities achieve exceptional educational outcomes. In addition to transforming multiple F-rated schools into A-rated schools, PLA has empowered its scholars to consistently demonstrate educational growth each year. Beyond academics, PLA scholars have created original plays, delivered theatrical performances, and constructed their own submersible robots. Earl has been recognized by MSNBC, TIME, New York Times, Education Week, IndyStar, Black Entertainment Television, and Presidents Clinton and Obama. He holds a BA in Political Science from Yale University and a JD from Harvard Law School.

The impact of PLA, its leadership team and staff on the lives of children has earned recognition from numerous regional and national organizations and publications, including: Mr. Phalen's acceptance into the Pahara-Aspen Institutes' Education Fellows Program, a diverse group of leaders who are transforming America's public schools; and the Mitch Daniels Leadership Foundation's Daniels Leadership Prize, in which the former Indiana governor's foundation recognized Mr. Phalen as a leader who is making an exceptional impact across the state. PLA has also been recognized as the organization that was most outstanding in its contribution to education nationwide through the Make It Better Philanthropy Award.

We plan to bolster the board's capacity to further support key areas, including stakeholder management, operations, college and career readiness. We will utilize the following process to add new board members:

1. Hold an introductory meeting to determine candidate interest and alignment with mission.
2. Candidate submits curriculum vitae/resume and letter of interest.
3. Hold interview to determine the potential member's capacity to fulfill essential responsibilities, including a) attending regularly scheduled board meetings; b) reviewing and approving operating budgets; c) supporting educational programming for our scholars (i.e., serving as guest speakers, hosting career day visits, or supporting a college campus visit for our scholars); and d) engaging in efforts to raising the visibility of PLA.
4. Based on initial meetings and interest, invite prospective board members to visit our school.
5. Hold an additional meeting to share feedback on the candidate and reach a mutual decision regarding the candidate's interest level and commitment to serve.
6. Conduct formal selection process – at regular board meetings, the selection and hiring of a new board member is raised as a discussion item and voted upon.

Another area where we will plan on bolstering the effectiveness of the PLA board will be deeper integration and utilization of performance management systems and processes. PLA@103 utilizes key systems such as the PLA Coaching Cycle, data dashboards, NWEA assessment reports, and staff evaluations. As a school and organization, we are working to improve implementation effectiveness of our key systems and processes; and embedding these data-driven practices more consistently into our regular touchpoints. During board meetings, we will more intentionally integrate opportunities for the board to review our performance dashboards, ask probing questions, and work in partnership with school and academic staff to devise meaningful solutions to address any performance gaps. Both announced and unannounced site visits are available to the board, in addition to performance reviews at the school level. We also support the board in effectively evaluating and supporting school performance through the following training opportunities:

1. External experts who will provide workshops: Key topics include organizational strategy, strategic planning, gathering, and presenting stakeholder feedback, developing a decision-making matrix, and more. Experts will also bolster board member knowledge by sharing best practices from the field for each topic.
2. Board members with functional expertise will provide training to fellow board members: For example, a board member with a strong academic background may walk others through understanding and drawing meaningful interpretations from NWEA assessments. Similarly, a board member with nonprofit financial management may train others on processes and systems to continually refine resource allocation.
3. Internal experts who will provide training at board meetings: For example, our academic team may train board members to view scholar data using the scholar data warehouse. Similarly, our compliance team may provide an overview of applicable state, federal and local laws by which our school abides.

4. Program partners: Will provide training on the specific ways they are supporting our school.

Through these strategies, we will ensure that each board member has a strong understanding of key school components such as academics, finance, and professional development. The overall goal is for our board members to work as a team with PLA@103 in helping our scholars excel.

### **B. Leadership Team**

PLA@103 has a strong leadership team in place. Our leaders have worked for decades in Indianapolis to improve educational outcomes for children. They are deeply committed to our scholars and bring to the school a proven track record of improving educational outcomes. Below please find bios for our key school leaders:

**Matt Rimer, Principal:** Matt Rimer was born and raised in Greenwood, IN. Both of his parents were lifelong educators in Indianapolis Public Schools. Before becoming a principal, he taught 2nd and 6th grade in Northwestern Shelby County and IPS. After leaving the classroom, he served as a Title I Coordinator at Shortridge MS, as well as Magnet Director at Shortridge MS and Broad Ripple HS for the Humanities and Performing Arts. Mr. Rimer also served as an Assistant Principal at Stephen Foster Elementary, Thomas Gregg Elementary School, Alternative Education for Primary Scholars, and George H. Fisher Elementary School. Mr. Rimer is a dedicated educator with 27 years of experience in K-12 buildings. He is passionate about encouraging scholars to become lifelong learners who are civic-minded and will one day contribute positively to our society. Mr. Rimer has been proud to serve as the principal at Francis Scott Key @ PLA 103 since December 2018. He is thankful to work with such a dedicated group of educators who have helped create a very positive school environment that pushes scholars to do their best every day.

**Brandon Gillard, Assistant Principal:** Brandon is an accomplished educational leader with over 12 years of experience in education. He began his career as a dedicated teacher with Indianapolis Public Schools, where he spent 3 years fostering a positive and engaging learning environment for his students. In 2014 Brandon took his passion for teaching to Phalen Leadership Academy @103. His love for education and leadership abilities soon led him to administrative roles, where he has excelled for the past 9 years. As Dean, Brandon was instrumental in lowering the suspension rate, improving disciplinary procedures, and promoting a safe and inclusive school environment. In 2018, Brandon was promoted to Assistant Principal at PLA@103. Brandon has served as an Assistant Principal for the last 5 years, where he has played a crucial role in supporting teachers, managing school operations, and implementing policies that enhance student achievement and school culture. Brandon's extensive experience and commitment to educational excellence make him a respected and influential leader in the community. He holds a Master's degree in Secondary Education and is continuously seeking opportunities to further her professional growth and positively impact the educational landscape.

**Nicole Fama, Regional Director:** Nicole Fama is a seasoned educator with over 15 years of district, education, and innovation experience, along with a track record of success in urban school turnaround. Before coming to PLA, she taught for 12 years with IPS at various levels (third, sixth, and tenth grades at Title I schools). She also served as an IPS Dean of Student Discipline and Culture for six years before transitioning to her role as a building principal. During her time with IPS, she was part of the leadership team at Arlington Woods High School that founded Project RESTORE; she created, wrote, and coordinated all discipline policies and procedures under the new program. As part of this effort, Nicole has led turnaround efforts at three Indianapolis schools, improving their state ratings from Fs to As. She has gone on to build positive student, parent, and community relationships to sustain the academic results Project RESTORE creates. Nicole has been a principal for eight years and is currently serving as school leader at both JRP Middle School and High School. Both of these schools have earned and are maintaining an A-rating. While teaching Nicole was voted teacher of the year twice and was named a Hubbard Top 10 Outstanding Educator in 2014. She has also received the Above and Beyond the Call of Duty award, the Indianapolis Peace in the Streets award, and the Senator Richard Lugar Patriot award. Nicole served in 2016-17 as the committee chair of the Indiana Education and Testing Reform Panel after being directly appointed by former Governor Mike Pence. In 2017, Nicole was awarded with the highest honor the Indiana Governor can bestow, the Sagamore of the Wabash Award. Nicole has a BS in Elementary Education from Indiana University and a M.Ed. in Educational Leadership from Indiana Wesleyan University. Nicole continues to strive for excellence through her commitment to ensuring that as many scholars as possible have access to the PLA model.

In addition to a strong school-based leadership team, we have the support of a robust leadership team at the PLA Service Center. PLA leaders have devoted their careers to improving the lives of children in underserved communities. The PLA team includes over 100 leaders. They bring decades of classroom experience, school and instructional leadership track record, project management expertise, and substantial knowledge in key operational aspects, including compliance, reporting, and program management. PLA's senior leadership team offers exceptional experience in a wide range of functional areas, allowing our school leaders and teachers to focus fully on the academic success of our scholars. The team includes our Founder and CEO, Earl Martin Phalen, who has more than 30 years of education leadership and executive experience; our Academics department led by our Chief Academic Officer who has over 25 years of experience in teaching, professional development, and education leadership; our Talent department led by our National Director of Recruitment who is an experienced nonprofit recruitment executive with over 20 years of experience in data-driven talent recruitment; our Human Resources team led by our Chief Human Assets Officer who has more than 20 years of experience in leading schools and developing educators; our Operations team led by our VP, Operations who has successfully supported thousands of educators and scholars in his two-decade long career; our Finance Department led by our Chief Financial Officer who has over two decades of experience in finance and accounting, including payroll and benefit management, internal and external reporting, annual budgeting, and audit management; and our Legal and Compliance department led by our Chief of Compliance, Legal and External Partners who has more than 20 years of experience supporting schools maintain compliance with applicable standards.

Please find below bios for some of our key leaders:

**Earl Martin Phalen, Founder & CEO:** Widely recognized as one of the nation's top social entrepreneurs, Earl Martin Phalen is the Founder and CEO of Summer Advantage and the George and Veronica Phalen Leadership Academies. While at Harvard Law School, Earl founded Building Educated Leaders for Life (BELL), which grew from a local community service project to a national non-profit educating 15,000 children annually and from an annual budget of \$12,000 to \$27.5M annually. Earl then founded Summer Advantage USA, a summer reading program that has served 20,000 children in six states since its inception in 2009. Both BELL and Summer Advantage are among the very few expanded learning time programs in the country to be scientifically proven to raise scholar achievement. As a result of this track record, Earl and his team were encouraged to expand their 25-day summer program model to a year-round school model. The resulting network of K-12 public schools is called the George and Veronica Phalen Leadership Academies (PLA) in honor of his parents. Under Earl's leadership, PLA has grown from 1 school serving 300 scholars to a national network of 23 schools serving 10,000 scholars, uplifting children from our most vulnerable communities. In addition to transforming multiple F-rated schools into A-rated schools, PLA consistently helps its scholars achieve outstanding growth. Beyond academics, PLA scholars have created original plays, delivered theatrical performances, built mobile apps, and constructed their own submersible robots. Earl has been recognized by MSNBC, TIME, New York Times, Education Week, IndyStar, Black Entertainment Television, and Presidents Clinton and Obama. He holds a BA in Political Science from Yale University and a JD from Harvard Law School.

**Andrea Robinson, Chief Academic Officer:** Andrea has 23 years of working in the field of education as an educator, instructional coach, building leader, and state DOE employee. She received her BA from Indiana University in elementary education and her master's degree from Indiana Wesleyan University. Andrea worked as a teacher in the intermediate grades in a Title I elementary building. She received the Sallie Mae First Class teacher award and Olin Davis Award. She was also recognized for her passion in teaching when she was honored with the district-wide Indiana Teacher of the Year award in 2009. She eventually became the instructional coach for her K-5 building where she used her knowledge of best practices to lead other educators in professional development, classroom management, differentiation, PBIS, tiers 1-3 instruction/intervention and data analysis to drive effective classroom instruction. As a building leader, she helped lead her building from an accountability grade of an F to an A in two years. Andrea has also provided professional development for the University of Indianapolis' elementary education program and for educational webinars with Kappa Delta Pi. Andrea most recently worked at the Indiana Department of Education in the Office of School Improvement as an Outreach Coordinator for Marion County, working closely with schools and districts to develop best practices for schools in turnaround status. After conducting classroom walk-throughs and leadership/staff interviews, she worked with the school leadership team to develop the next steps that met the needs of

each individual school. She often provided differentiated professional development for each school for this process. Andrea also served as the IDOE case manager for a district in the State Development Network (SDN) to ensure the development of district system alignment and improve student achievement.

**JoAnn Gama, Chief Human Assets Officer:** JoAnn has more than twenty years of experience serving in various roles at educational nonprofits and school districts. In her most recent employment at IDEA public schools, JoAnn served in leadership positions including school leader, Chief of New Schools, Chief Operating Officer, Superintendent, and a CEO. As CEO for IDEA, JoAnn managed 130 schools and more than 68,000 scholars across Texas and Louisiana. Prior to IDEA Public Schools, JoAnn served as a classroom teacher at Aldine ISD, in Texas. As the Chief Human Assets Officer at PLA, JoAnn focuses on meeting data-driven KPIs for several key HR priority areas, which include recruiting and onboarding talented educators and staff; providing opportunities for ongoing teacher development and retention; and maintaining a strong school leadership pipeline. JoAnn graduated with a Liberal Arts degree in International Relations from Boston University and obtained her master's degree in educational leadership from the University of Texas.

**Javier Dimas, VP of Operations:** Javi has more than 20 years of experience in sales, strategy, operations and management. Javi's career began in the classroom teaching History and Government to High school students. He then transitioned into higher education to help young adults gain technical working skills. As an Executive Director at STVT, he led the successful launch and sustained growth of a new campus along with several satellite campuses. He was promoted to Vice President of Operations and led the growth and acquisition of campuses throughout the state of Texas. After 6 successful years, Javi transitioned into the CMO space with IDEA Public Schools, first as the VP of Auxiliary Services and then VP of Student Operations and led IDEA's regional directors and student recruitment teams. Javi transitioned over to Achievement First as the VP of Operations. While at AF, he strengthened operating mechanisms, introduced wage models and reimaged student recruitment and enrollment for 36 schools throughout New York, Connecticut and Rhode Island. After several years, Javi returned to Texas to work with H-E-B, the sixth largest private company in the US. During the pandemic, he joined Uncommon Schools as the Associate Chief of Operations for Camden, NJ. He was recruited by Chick-Fil-A as the Director of Operations to increase sales, open and refresh several stores in south Texas. Javier is a first-generation graduate. He graduated with a Bachelor of Arts degree from Baylor University in Political Science and a minor in business and obtained his Masters in Government from University of Texas.

**Amber Deckard, National Director of Recruitment:** Amber is an accomplished Executive in the nonprofit industry. She has over 20 years of experience in nonprofit leadership including human resources and talent management. Amber first joined the team in 2010 as a Regional Director for Summer Advantage where she was instrumental in helping the program reach thousands of scholars across the country. In 2014 Amber was called to serve as a Regional Vice President for a national nonprofit charged with improving birth outcomes and health equity for moms and babies in the US. During her tenure, Amber was successful in building teams across 26 Markets in the Midwest, supporting a reduction in both premature birth and health equity disparities – both critical focuses for the Foundation.

**Nicole Scott, Chief of Compliance, Legal and External Partners:** Nicole Scott joined PLA with over 10 years of experience as an attorney and leader in the education/charter school industry. Most recently, Nicole served as Chief of Employee Solutions & Legal Affairs for KIPP Los Angeles Schools. In this role, Nicole served as General Counsel and led the human resources department for all school sites operated by KIPP LA. Nicole also managed the relationship between KIPP L.A. and Los Angeles Unified School District, the organization's authorizer. She was instrumental in getting a K-8 charter school approved through Compton Unified School District for KIPP as well. Prior to joining the KIPP team, Nicole worked with the Inner-City Education Foundation as SVP of Talent and General Counsel where she was instrumental in getting the first charter middle school approved through Inglewood Unified School district. Before committing her career to education, Nicole was an associate at a leading law firm in Los Angeles and worked for various entertainment companies such as Sony Pictures and the William Morris Agency. Nicole is a proud alumna of Spelman College and the UC Berkeley School of Law, Boalt Hall.

**Eva Spilker, Chief Financial Officer:** Eva has served as Controller and Finance Director at Diamondback Direct, an international division of Quadriga Direct Mail Holdings—a leading global provider of direct marketing services. Her responsibilities included all finance and accounting functions as well as short- and long-term forecasting, payroll and benefit management, internal and external reporting, executive team and board presentations, margin and audit management, and annual budgeting. Eva’s career in finance began in the Corporate Financial Consulting Division of Ernst & Young in Baltimore, Maryland. She then transitioned to the Economics Group of CSX Intermodal where she developed long term planning models as well as all capital expenditure justifications and analyses. After CSX, Eva transitioned to a partner role in a regional advertising agency where she managed all finance and operations functions. Eva holds an economics degree from the University of North Carolina at Chapel Hill.

**Johnny Jin, Chief Strategy & Development Officer:** Johnny brings over 15 years of leadership experience creating large-scale social impact. As a member of the founding team, Johnny has worked closely with the Founder and across functional areas to help grow Summer Advantage and launch Phalen Leadership Academies, a national school network serving 10,000 children in some of our most underserved communities. Johnny has consulted with companies and initiatives around early childhood literacy, arts education, US history, and professional development. He earned his BA in Economics from UC Berkeley (where he graduated in two years), and a Master’s in Education Policy and Management from Harvard.

### **C. Teaching Staff**

Our school’s cadre of teachers is a diverse group of 42 educators, 11 administrators, and 5 interventionists who possess a wealth of experience and expertise providing strong support to scholars from underserved communities. Leveraging a comprehensive professional development framework consisting of several data-driven, personalized feedback systems and training opportunities, we work hard to support the retention of our highest performing educators. PLA@103’s frequent use of intentional, personalized feedback through data-driven systems such as the PLA Coaching Cycle has also allowed us to reach strong educator effectiveness.

We also have in place sustainable capacity and processes to ensure that the school has a strong teaching staff each year. As we shared earlier, we have a talent recruitment office dedicated to working with school leadership to staff the school with strong teachers. PLA’s rigorous, multi-stage process for identifying and screening talent also ensures that students have access to high-quality teachers from the start of the school year. During the first phase of the interview process, candidates complete an online application. If the candidate meets minimum position qualifications, they will participate in a phone interview with PLA’s recruitment office. Screening questions focus on the following:

- Learning about the candidate’s teaching experience.
- Assessing the extent to which a candidate shares similar experiences with our scholars.
- Examining how the candidate is able to articulate his/her student achievement data.
- Ensuring the candidate possesses proper credentials and content expertise.
- Understanding previous employment experiences and reasons for leaving their previous job.

If Recruitment determines that the candidate’s values and experiences are in line with PLA’s culture, the candidate will be passed on to the school-based academics and leadership teams for a final in-person interview. The final interview is designed to assess an applicant’s alignment with our Academic Priorities for Success. In addition, teaching candidates are required to complete a lesson demonstration, ideally to a live class. Ultimately, our school leadership team will determine whether the applicant fits the needs of our campus.

### **Selection Criteria**

In addition to technical ability, staffers must possess a deep philosophical alignment that supports high performance, consistent achievement, and advocacy for our scholars. We regard these skills, knowledge and abilities as non-negotiables and drivers for success. This professional profile is unique, and as a result, we have developed tailor-made selection criteria, which serve as a blueprint to ensure we select leaders, teachers, and support staff with targeted skills. Below are the key qualities we seek:

<b>Belief</b>	All educators believe that all scholars/children can learn and should be given the opportunity to reach their highest potential.
<b>Personal Responsibility</b>	Educators possess relentless self-efficacy; holding themselves and other team members accountable for the achievement of our scholars/children.
<b>Results-Driven</b>	Has a track record of achieving goals and results.
<b>Communication &amp; Interpersonal</b>	Has the ability to establish impactful relationships across diverse and various groups.
<b>Teacher Proficiency</b>	High instructional aptitude.
<b>Classroom Management</b>	Ability to set a positive tone, culture and expectations.
<b>Collaboration</b>	Understands the value of teamwork.

We understand the value of high-quality educators and know that providing opportunities for their growth means passion, innovation, and results for scholars.

**D. Academic Achievement**

While education remains the best pathway for change, children from the community we serve face tremendous challenges that make it difficult for them to access high quality education. Over 95% of PLA@103 scholars are children of color, with 100% living in households experiencing poverty. As we shared earlier, we are proud of the growth that our scholars have made. Additionally, we are supported by the PLA network, and below please find highlights of PLA scholar achievement from the 2022-23 school year:

- PLA ICSB Schools’ rate of proficiency recovery on ILEARN is nearly double that of IPS for both ELA and Math
- PLA ICSB schools have increased ILEARN ELA proficiency by 3.9% since 20-21 while IPS has increased by 2.2%
- PLA ICSB schools have increased ILEARN Math proficiency by 9.5% since 20-21 while IPS has increased by 5.6%
- This trend continued during school year 23-24 when PLA ICSB schools increased their ILEARN proficiency for both subjects compared to 22-23 while IPS decreased in both subjects
- Higher Institute of Arts and Technology increased their proficiency dramatically in school year 23-24 with a 9.9% increase in ELA and a 4.5% increase in math on the state accountability assessment. HIAT’s increase on ELA Proficiency was by far the highest increase of surrounding charter schools and public districts. HIAT also had the highest increase in math of neighboring charter schools and districts.

The foundation of our school’s sustainable academic improvement is the PLA educational model. There are six pillars of the PLA educational model, collectively referred to as the PLA Academic Priorities for Success. These include:

- a) Effective Leadership

- b) Strong Culture and Climate
- c) Collaborative Staff
- d) Effective Instruction
- e) Curriculum, Assessments and Interventions
- f) Strong Support Systems

As we move forward, we will continue to focus on improving quality implementation of these key priorities:

**(a) Effective Leadership**

PLA has developed several data-driven systems that are designed to support the success of our school leaders. Some of these systems include the PLA Coaching Cycle for Leaders, a process that systematically supports the growth of our school leaders; our Leadership Evaluation Assessment, a rubric outlining the successful behaviors of turnaround school leaders; and the PLA Leadership Institute, a week-long intensive leadership training institute for school leaders. Weekly tactical meetings with peers, monthly webinars, and tailored professional development also support the success of our school leaders. Lastly, PLA also supports the development of future leaders through our Principal-in-Residence Program, which is a uniquely designed fellowship program tailored to building capacity for aspiring school leaders.

**(b) Climate and Culture**

Having a school that is safe, loving and nurturing is critical to the success of scholars. PLA serves all students by creating a school culture that gives scholars a sense of belonging and emphasizes academic rigor and comprehensive social-emotional development. One of the ways that PLA schools will support the intellectual and social emotional development of scholars is by cultivating a growth mindset through implementing intentional strategies and tools like Progress Feedback Cycles, Progress-Based Internal Incentives, and Explicit Reflection. These strategies are embedded into PLA's framework for climate and culture management, which is structured around the Positive Behavioral Intervention and Supports (PBIS) model, family engagement, real-time behavioral management, and structured recognition of student progress. We view families as key partners in their child's success, and families play an integral role in facilitating our school culture. We will regularly communicate with families regarding their child's academic progress. PLA has developed a scientifically validated method for partnering with parents; and ensure that our school leaders and teachers are trained in how to effectively engage parents.

PLA also believes that parents are a critical partner in supporting the success of their scholars and the school. PLA has developed a scientifically validated method for partnering with parents; and will train our leaders and teachers in how to engage partners more effectively.

**(c) Collaborative Staff**

Staff must work together to promote strong professional growth. Our Peer Mentoring Program, Coaching Cycle, Summer Book Club, and Differentiated Professional Development are just some of the ways we build collaborative staff. Our operating methods for high-impact PLCs and Instructional Learning Rounds, and our Staff Appreciation framework also support collaboration.

**(d) Effective Instruction**

The most important component of effective instruction is hiring strong teachers. PLA also believes that school structure matters, and we have developed a targeted staffing model. Another key to effective instruction includes the implementation of evidence-based curriculum with fidelity. Our professional development program helps ensure that PLA@103 is both implementing an evidence-based curriculum, and that we have sufficient training to implement that curriculum with fidelity.

**(e) Curriculum, Assessments and Interventions**

For scholars to succeed, educators need to have the instructional materials needed to teach, assess, and inform instruction. Another critical element of the PLA model is our weekly formative assessment. Using weekly assessments, our school is able to gauge scholar progress in vocabulary, grammar, cold reads and math, and then use

this data to inform instructional decisions. This data helps educators address both scholar needs and grouping for Tier 2 instruction, and the specific targeted interventions that will help scholars both catch up and move ahead.

### **(f) Support Systems**

PLA believes that it “takes a village to raise a child.” Schools, families and communities provide resources and support systems that ensure success for all scholars. We help our schools leverage these key partnerships, some of which might include: Pastries with Parents; family activities and festivals each month; book fairs, wrap-around programming (i.e., summer learning), and health service organizations.

As we keep in mind the larger context of the community that we are serving, we also facilitate opportunities for community empowerment. We focus on providing our families with essential needs, and strengthening their access to resources provided in our community. For instance, PLA@103 helps to connect our families to basic needs like: providing free laundry services every Tuesday, and free tutoring in collaboration with Educational Tutorial Services. We also help to coordinate and disseminate information about available healthcare opportunities, coordinate free internet access through T-Mobile, and provide information about meal assistance for eligible students.

Another vital support system that scholars and families in the PLA network benefit from is PLA University, which offers transformative, tuition-free vocational training designed to foster economic stability. By providing in-demand career skills, direct access to hiring partners, and comprehensive wraparound services, PLA University empowers both students and their families to achieve lasting success and contribute to the growth of their communities.

Through these partnerships, PLA@103 creates a nurturing ecosystem that empowers students to overcome challenges, thrive academically, and develop into confident, community-oriented leaders. This collective effort ensures that every scholar has the support necessary to succeed both in school and in life.

## **2. Identify weaknesses, challenges, and areas for improvement, and detail the school’s plans for addressing each of these needs.**

While we have made strong strides in supporting the achievement of our scholars and the effectiveness of our educators, we have identified three key areas of improvement in partnership with ICSB. These include academic performance, financial health, and maintaining enrollment. Overall, we believe that year-round, consistent implementation of PLA’s data-driven systems and processes will be a key vehicle for sustainable progress.

### **A. Academic Performance**

Proficiency on the Indiana state assessment remains a priority area of improvement for our school. We will implement the following evidence-based academic supports to ensure that our scholars have the tools and interventions necessary to make adequate academic progress.

#### **Daily implementation of Tier II instruction:**

To meet the needs of our scholars, PLA@103 is committed to using academic performance data to drive decision-making and adjust the design and execution of classroom instruction. To help us accurately assess scholar progress and needs, the PLA Service Center is building out data warehousing infrastructure so that our school staff can see how scholars are performing. This performance dashboard provides real-time scholar achievement and behavior data, empowering our teachers to assess areas of need and design intentional, differentiated groupings to provide evidence-based Tier II interventions. Prior to the pandemic, Tier II interventions were reserved for scholars needing moderate remediation. Recognizing the impact of learning loss on our scholars overall, we now offer this added layer of personalized support to all scholars to both remediate and accelerate learning where needed. In the 2024-2025 school year, we will continue to tighten up our school leaders and educators’ day-to-day use of data-driven insights from the Student Data Dashboard, so we can collectively work towards raising scholar performance.



To address the need for improvement in ELA, we are implementing PLA's Reading Advantage (RA) program, which leverages differentiated instructional strategies in response to academic needs. Reading Advantage is a standardized Tier II program in direct response to pandemic-related gaps in literacy proficiency. Our comprehensive approach includes frequent data-driven assessments to identify and measure current scholar literacy needs, as well as small-group instruction and personalized learning support strategies as evidence-based interventions to support scholar mastery of key literacy skills.

We implement a rotational model which enables extensive small-group instruction and provides multiple learning modalities to target each student's zone of development, combining research-based instruction with mastery-paced work on adaptive learning software. PLA has a proprietary framework for making use of adaptive learning technology to complement high quality instruction. Our program incorporates adaptive learning software and technology to support data-driven personalized learning for our scholars. Through blended learning rotations, scholars work through both educator-guided interventions and self-paced adaptive learning modules all working in concert to target academic gaps based on real-time performance data. To best understand and meet scholar needs, Reading Advantage is organized around three tiers:

Tier I is designed for all scholars and occurs during whole-group instruction. We utilize Into Reading as the core curriculum, which has been rated by EdReports as "Meets Expectations" for K-6. Into Reading for grades K through 2, meet the expectations of alignment and usability. Texts included in the program are high quality and engaging, as well as appropriately rigorous and organized to support knowledge building. The materials include questions, tasks, lessons, and practice that support students' development of reading, writing, speaking and listening, and beginning to think critically. Implementation and usability support for teachers to assure students meet grade-level goals.

Tier II is for all scholars and occurs during our small group learning time. This tier focuses on foundational reading skills support. For grades K-2, PLA recommends small-group instruction based on foundational reading skills. Instruction will be based on skills in phonemic awareness, phonics, fluency, vocabulary, and finally comprehension. Materials for this instruction include Into Reading materials as well as decodable books. For grades 3 and up, PLA utilizes the guiding reading approach, where a teacher works with a small group of scholars who are reading at a similar level or share common deficit skills. Materials for these grades could include leveled text or other materials for those that need additional support with phonics practice.

Tier III is only for scholars who are 2 or more grade levels behind. Tier 3 supports occur during small group instruction where interventionists, SPED, and EL push-in for additional support. This tier serves as the foundational intervention system. For grades K-2, PLA implements a strong phonics-based program for additional practice. For grades 3 and up, PLA utilizes the continuation of a strong phonics-based program for those scholars that still need support. For those ready for fluency, we work from decodable readers to leveled readers.

The structure of Reading Advantage has Reading Interventionists providing in-person support throughout the day, working with two groups of scholars in every class for thirty minutes per group. Ultimately, the goal of this program is to improve reading proficiency each year.

**Customized training opportunities:** At PLA@103, we are committed to providing our teachers and school staff with the professional tools they need to excel. Our core systems are designed to replicate best practices and distribute knowledge in a way that is effective in real-time. For example, one of our core systems, the PLA Coaching Cycle, embeds real-time feedback through biweekly classroom observations to support continuous knowledge-sharing and improvement. Similarly, one of our key processes, our weekly Professional Learning Communities, provides opportunities for educators to share their knowledge and best practices in real-time. This strategic process of refinement through continued knowledge-sharing allows us to build the strength of classroom instruction at our school. Below, please find detailed descriptions of the evidence-based professional development opportunities that we plan to implement with greater fidelity going forward:

The PLA Coaching Cycle: Our primary platform for staff development and retention, the PLA

Coaching Cycle consists of weekly observational walkthroughs, personalized coaching, and progressive goal setting aligned to scaffolded instructional domains. The PLA Coaching Cycle’s six domains or focused areas of observations are based on Charlotte Danielson’s framework. Each domain includes eight indicators for success, creating a very quick and efficient walk-through form for each domain. The six domains are as follows:

- Culture and Behavior Management
- Classroom Management and Environment
- Scholar Engagement
- Effective Lesson Component
- Level 1 Instructional Execution
- Level 2 Instructional Execution

The first step of the Coaching Cycle is to conduct intentional 10–12-minute walk-throughs, looking for evidence of best practices. Instructional coaches will then offer side by side guidance, give positive feedback, and ask leading questions that guide teachers to identify their areas for growth. During this conversation, the teacher and coach will collaboratively create a bite-sized goal for change that will be focused on in subsequent observations.

Through this process, teachers have the opportunity to systematically improve their abilities, receiving individualized coaching on specific, actionable strategies that strengthen classroom instruction.



To further support teachers, the PLA Coaching Cycle also has an online platform that allows leaders at both the network level and the school level to identify strengths and opportunities for improvement, both holistically for the school and individually for the teachers. Teachers immediately receive observation feedback through email following the walk-through. The sophisticated analytics provided by our online platform provide leaders with feedback to ensure we are coaching up our teachers and providing our scholars with the high-quality instruction they all deserve. A toolbox of strategies and resources for each coaching area is also available within the Coaching Cycle online platform. This toolbox allows the coach to click directly on the link and share relevant resources with the teacher. The coach will then review the resource with the teacher to increase the likelihood of implementation. The toolbox provides short video clips, activities, articles, book recommendations, and PLA Learning Institute modules to assist with teacher growth.

Moving forward, we will focus on strengthening the implementation of the Coaching Cycle by providing every instructional coach with office hours, as well as monthly training provided by the PLA Academics Team. Providing additional training for managers will ensure that the feedback our teachers receive is consistent and of high quality. Additionally, our school will share weekly fidelity reports with the PLA Service Center so that they can evaluate the extent to which the Coaching Cycle, as well as its online resources are being utilized on our campus. The PLA Service Center will then use these reports to offer differentiated on-site training and implementation support. These learning opportunities will help PLA@103’s school leaders to efficiently and effectively support the instructional development of their educators, and therefore, the academic success of their scholars. Through the consistent execution of our evidence-based system, our teachers will also be able to build strong collaborative partnerships with their coaches, which in turn will increase their job satisfaction and support retention.

**Professional Learning Communities:** Professional Learning Communities (PLCs) are weekly strategy meetings that allow our educators to collaboratively develop interventions and learn new approaches to implementing best practices that empower scholar achievement. These meetings support the continuous improvement of our educators by offering them a chance to: (a) collaboratively analyze student data and identify areas in need of improvement; (b) compare and share instructional strategies and resources; (c) collaborate and design appropriate interventions, including the incorporation of content literacy across subjects within a grade; (d) develop and refine curriculum mapping; and (e) organize model lessons on specific strategies and standards so that teachers can learn from their peers to improve their own practice. PLCs include focused workshops, planning time, and data deep-dives. The meetings also help to build a positive professional culture on our campus, as they serve as an opportunity for teachers to seek support from each other as

they grow in their profession. To strengthen the impact of our PLC's, the PLA Academic Team will provide ongoing support facilitating PLCs and building the culture of learning that is essential to ensuring the success of these communities.

PLA Teacher Institute: To ensure teachers feel well-prepared for their first day, we offer targeted summer training sessions for new teachers alongside additional training for all teachers. New teachers engage in sessions covering key areas such as the PLA Model and curriculum standards, effective instructional practices, classroom management, parent engagement, and scholar engagement strategies. They also receive training on curriculum development, small group instruction, and data-driven goal setting.

This framework for pre-school-year professional development helps to create a seamless transition into our ongoing professional development systems and processes for the school year.

PLA Leadership Institute: PLA offers targeted professional development (PD) for school leaders through the Leadership Institute. Based on the research-backed leadership levers outlined in Leverage Leadership 2.0 by Paul Bambrick-Santoyo, the training covers critical skills such as data-driven instruction, instructional planning, feedback strategies, fostering positive student and staff cultures, and managing leadership teams. Leaders also receive training on time management and planning tools to enhance their effectiveness.

The Leadership Institute expands on these concepts through sessions on topics like the PLA Model and Learning Institute process, coaching for academic priorities, SMART goal development, and teacher evaluation methods. Each day of the institute will begin and end with interactive work sessions focused on understanding, applying and receiving feedback on the seven key effective leadership levers outlined above. Through this thoughtful design, the PLA Leadership Institute will support our school leaders in gaining mastery of the seven research-based key leadership levers prior to the start of the school year.

**Data-driven instruction and school management:** We recognize that to be implemented effectively, a data-driven approach to school management must include a strong accountability framework that begins with school leaders. Our leadership team will consistently use surveys and student performance data to monitor our progress towards these goals and make intentional adjustments to our management strategies. Instructional Coaches oversee data analysis to further implement teaching best practices into their coaching cycles. In addition to introducing more accountability, we will implement strong quality assurance mechanisms on the school level that ensure that we can meet our goals:

- **Scholar achievement controls:** These include a strategic mix of diagnostic, interim, formative, and summative assessments to monitor progress and inform interventions.
- **Staff development controls:** These include weekly Professional Learning Communities, bi-weekly observations of the PLA Coaching Cycle, quarterly stepbacks, annual teacher training institutes, and self-paced modules of the PLA Learning Institute, which collectively allow the PLA team and school leaders to assess staff success with the implementation of the PLA model.
- **Leadership effectiveness controls:** These include weekly calls with PLA's Academic Team; Bi-weekly Instructional Review to provide data analysis and reporting to measure growth; Bi-weekly onsite reviews with leadership to report Academic Priorities for Success status; BOY/MOY/EOY Leadership Coaching Reviews; PLA Leadership Professional Learning Communities; and the PLA Leadership Institute.
- **Climate and culture controls:** These include weekly site visits and BOY, MOY, and EOY climate and culture audits to determine each school's success with implementing PLA's framework of Positive Behavioral Interventions and Supports (PBIS); structured recognition of scholar progress in daily small-group instruction and bi-weekly check-ins; and a scientifically validated parent engagement framework.

With these quality-driven systems in place, we plan to make strong improvements to support scholar achievement and educator effectiveness at PLA@103 in the years to come.

## **B. Financial Health**

At PLA@103, financial responsibilities have been consistently managed with success, including budget development and management; state and federal grants; financial forecasting and long-term strategic planning. As a result, our school has met all auditing requirements. With ICSB's partnership, we will continue to build the financial health and sustainability of our school. We have identified three main areas where we can further fortify the school's financial strength:

a) **Budget management:** A key driver of our school's financial health is strong budget management. Through the implementation of effective budget management processes, we will work to ensure that our school will become financially sustainable on recurring government funding for the core operating budget. Key strategies that we will implement to strengthen budget management at PLA@103 include:

- Accurate cash planning forecast - Maintaining a strong cash reserve is essential for the Financial Health of all charter schools, allowing adequate preparation for any unforeseen changes that can yield budgetary impacts. To ensure our school maintains a healthy cash reserve, we will work to ensure accounting actuals are tied closely to cash flow forecasts.
- Improving position control - We will ensure all personnel expenditures are tightly linked to our core operating budget by strengthening position control, the capability that links our Human Resources Information System, which tracks employment and job openings, with our Finance and Accounting systems. By improving this interdepartmental capacity, we will ensure all new hires are budgeted for and aligned with our cash planning forecast.
- Tighter coordination between finance, enrollment, and school leadership - Strong budget management is a cross-functional process that requires collaboration between finance, enrollment, and school leadership. Our expansion of our enrollment team's capacity will strengthen essential linkages across the three departments coordinating to support our school's financial health.

b) **Internal controls for expenditure management:** To ensure a sound financial system at PLA@103, we will implement a comprehensive internal financial control framework, as well as strong financial controls over expenditures. Our school's financial control system is designed to track and safeguard all assets; ensure all financial practices are in accordance with generally accepted accounting principles (GAAP); assign all grant expenses according to the requirements of the approved grant budgets; and maintain appropriate records, financial management systems and individual time distribution records to disburse funds and track program expenditures according to federal, state and grant requirements. We will work to further strengthen implementation fidelity of the following processes:

- Authorization and approval controls for expenditures: Our school's Operations Manager and School Leader are responsible for reviewing and approving invoices for grant expenditures. Invoices for expenditures aligned to the grant budget are specially marked for tracking and reporting purposes. Our Office Manager first reviews the invoices to confirm that the goods were received, or the services were provided. The School Leader completes final review and approval, and then the expenditure is entered into our school's accounting system.
- Intentional delegation of duties and controls for expenditures: Our school ensures that Accounts Payable listings are reviewed and approved by two distinct individuals to maintain clear delegation of duties and ensure accuracy against the approved invoices. We file a copy of the check along with the invoice, voucher, and any supporting documentation at our school.
- Payroll and benefits controls for expenditures: Our Office Manager is responsible for preparing the school payroll, which is then reviewed and approved by our School Leader. Payroll expenses that are part of the grant will be specially marked for tracking and reporting purposes. Approved payroll is submitted to our payroll provider for processing and entered into our accounting system. Monthly payroll reports are included in the Financial Report packet for our Governing Board's regular Financial Review process.
- Expense controls for expenditures: Our school ensures that all expenses are approved prior to the expense being incurred. Staff members must first submit an expenditure request, providing

information such as a plan for how the expenditure will be used, a vendor quote, a justification for improving the school or scholar experience, etc. Before expenditures for the grant are approved, they will be reviewed against the final grant budget to ensure suitability against the item description. All expenses must be supported by an invoice or receipt and submitted to the School Leader for approval. Once approved, the expenditure will be entered into our school's accounting system.

- Review and reconciliation controls for expenditures: Our Office Manager and School Leader are responsible for reviewing and confirming vendor statements. Approved statements are reconciled against the AP Aging report. Our school leader reviews bank statements on a monthly basis. Any disbursements are submitted to our Governing Board for review and approval during their regular meetings.

By strengthening fidelity in the implementation of our budget management and expenditure controls, we look forward to continuing to build financial sustainability for PLA@103 in the years to come.

### **C. Maintaining Enrollment**

One of the primary drivers of our school's financial health is scholar enrollment. We have seen persistent growth; according to the accountability tracker, PLA@103, we saw 1% growth in the 21-22 school year, 12% in 22-23, and 21% in 23-24. Based on our internal tracking, we see another 10% increase for this 24-25 school year, exceeding our budget driver number. We recognize that the communities our scholars reside in place significant strains on scholars and their families. Therefore, we understand the need to continue to maintain strong enrollment. As we develop plans for PLA@103 to sustain enrollment levels, we are centering our efforts around three key strategies. First, we are enhancing our communication with current and prospective families by employing data-driven, personalized messaging that emphasizes the school's academic programming, extracurricular options, and student achievements. This includes both traditional and social media outreach, as well as targeted text, email, and phone campaigns to ensure families are fully aware of PLA@103's offerings. Second, we are strengthening our outreach through partnerships with community organizations, youth programs, and local leaders to build trust and connect more deeply with prospective families. To support all families effectively, we are also expanding bilingual support to ensure language is never a barrier to access. Parents want a portfolio of activities such as art, music, robotics, as options for their children. Through these targeted efforts, PLA@103 is well-positioned to maintain robust enrollment levels, offering a comprehensive and supportive educational experience that continues to attract families and foster long-term community investment. With the recent addition of a new enrollment coordinator, a strategic approach to enrollment, and a concerted effort to increase parent communication and engagement, we expect to convert engaging touchpoints and prospective applications to enrolled scholars.

To maintain scholar enrollment, we will implement the following key strategies:

**Reinforcing Training & Development:** PLA@103 is also supported by PLA's robust Enrollment Department, with decades of experience in data-driven community engagement, working to meet student recruitment goals, and successful conversion of families from the inquiry to the enrollment stage of the recruitment process. We are committed to continue to provide our School Enrollment Coordinator with ongoing training and development. This includes continuing to build expertise with targeted enrollment strategies, communication skills, and stakeholder engagement. Specifically, we will continue to develop a comprehensive training repertoire that will equip our SEC with tailored talking points and engagement strategies. Additionally, we will refine our use of data analytics to identify trends, prioritize outreach efforts, and adjust strategies dynamically, ensuring that our approach is continually optimized to attract and retain students.

**Strengthening Community Outreach:** While we've been focusing on community outreach, we will amplify our efforts by building stronger partnerships with local community organizations, youth programs, and other educational partners. We plan to deepen our connections with community leaders to tap into more networks and build trust within key communities. Leveraging local events, we will ensure PLA@103 has a presence in spaces where families are seeking educational alternatives. These events will provide valuable opportunities to enroll new students while also

strengthening relationships and retention with current families. We will also continue to work with local media outlets to highlight the achievements, successes, and positive initiatives of PLA and its students.

**Enhanced Communication Strategy:** Our team is continuing to develop more personalized and data-driven communication strategies, utilizing insights from previous enrollment periods to tailor our messages to potential families. This includes:

- Sharing success stories of current students to build trust and rapport.
- Engaging alumni to advocate for PLA@103 in their networks.
- Continue to develop our targeted nurturing campaigns to engage with families throughout the enrollment process.
- Robo Calls, Text Messages, Email Campaigns
- Generate list CRM to generate family contacts who didn't move forward with registration
- Continue to utilize email marketing, social media, and personalized communications to provide valuable information, address concerns, and build relationships with prospective families.

**Targeted and measured Digital Marketing:** We will expand our digital footprint by incorporating more localized and personalized digital marketing efforts, such as:

- Geo-targeted ads focused on areas with declining enrollment.
- A/B testing different messaging and offers to see what resonates most with prospective families.
- Optimizing our social media presence by partnering with community figures who align with our mission and continue to highlight our success stories, academic achievements, and unique offerings to showcase the value of enrollment.

**Parent and Student Ambassador Programs:** We are looking to formalize and expand our ambassador program, recruiting current students and families. This will involve offering incentives for referrals and developing structured talking points for ambassadors to use when discussing their experience with others in the community.

**Additional Admissions and Enrollment/Marketing Initiatives:** We want to further enhance the school's online presence through a user-friendly website and our social media platforms. We also will continue to collaborate with organizations that can serve as feeders to increase referrals and reach a broader audience of prospective families. It is important to increase our online visibility by increasing our virtual information sessions that provide prospective families with opportunities to learn more about our campus and engage with school staff.

Overall, PLA's approach to enrollment places quality assurance and capacity-building at the forefront. These systems will also help us to support continued academic growth and satisfaction overall, which we expect will have a continued positive impact on scholar enrollment and retention at PLA@103.

### **3. Present any additional evidence, beyond the data contained in the final performance report for the charter school, supporting the school's case for renewal.**

Beyond the data shared in the final performance report, PLA@103 continues to demonstrate strong performance in areas of school culture and academic growth, reinforcing our case for renewal. We are proud to retain 100% of our effective teachers and 87% of our teaching staff overall, with a total staff retention rate of 85.5%. This success stems from a positive work environment and the stability of consistent leadership. Our principal, who has led the school for over six years, is well-respected and trusted, providing a foundation of continuity that fosters staff commitment. We also support our educators with retention stipends, rewarding their ongoing dedication to delivering high-quality education.

On the enrollment front, we exceeded our goal by 7%, and our ELL population nearly doubled from 270 to 460 scholars in just one year. Although these students entered behind academically, their progress reflects their resilience, family, and community support. This is evident in our academic growth: PLA@103 achieved a 7% increase in IREAD scores and

an impressive 16% growth in Science on the ILEARN assessment. In fact, 93% of students met their projected growth in ELA and 120% surpassed their targets in Math from Spring 2023 to Spring 2024.

Given the challenges our scholars face, including community violence and poverty, these results show that PLA@103 provides more than just academics—it offers a safe, nurturing environment where students can thrive. With ICSB as a key partner, we are confident in our ability to continue serving as a stable and high-quality educational home for our scholars and their families.

- 4. Please provide, as Attachment 1, a detailed five-year-pro-forma budget for the school, including the current school year, by completing ICSB's Budget Projections Workbook.**

Please see attached.

- 5. Please provide, as Attachment 2, a detailed budget narrative providing a high-level summary of the budget and how the budget aligns with the five-year business plan. 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.**

Please see attached.

- 6. Please provide, as Attachment 3, a single complete Statement of Assurances form, attached hereto as Exhibit C, signed by an authorized representative of the applicant group.**

Please see attached.

### **Section III - Proposed Changes**

- 1. In this section, please specify any changes the school would like to see in any of the material terms in the Charter Agreement.**

Currently, we do not anticipate requesting material changes to provisions of the relevant charter agreement. However, if unforeseen circumstances arise, PLA@103 reserves the right to modify and/or seek material revisions (pursuant to ICSB's process and procedures) to ensure compliance with all other provisions of the charter agreement.

Exhibit C

**Statement of Assurances**

The charter school agrees to comply with 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 Indiana Code ("IC") § 20-24.
- 3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the Indiana Charter School Board ("ICSB") 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 receiving federal Charter School Program Grant funds 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 *Elementary and Secondary Education Act of 1965*, as amended by the *Every Student Succeeds Act of 2015*, 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 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 the ICSB, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.
- 11. Recipients understand that the ICSB may revoke the charter if the ICSB deems that the recipient is not fulfilling the academic goals, fiscal management, or legal and operational 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.

\_\_\_\_\_

Name



Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

## PLA 103 Budget Narrative

The budget is a conservative view of enrollment, revenue, and expenses to ensure that the school is sustainable on State and Federal funds for each of the five years projected.
Enrollment is only expected to grow modestly in yr 1, at which point it will have reached the school's maximum capacity of 700.
Staffing is based on current average salaries and benefits, plus an allowance for 3% annual increases.
Staff ratios are based on 25 scholars per class.
All expenses are aligned to funding available based on annual enrollment.

<b>PLA 103 5 Year Budget - Key Assumptions:</b>	FY25	FY26	FY27	FY28	FY29	FY30
Enrollment	691	700	700	700	700	700
Annual Enrollment Growth		1%	0%	0%	0%	0%
Average Basic State Funding Per Scholar	8,153	8,153	8,153	8,153	8,153	8,153
Charter School Facility Grant Per Scholar	1,400	1,400	1,400	1,400	1,400	1,400
Average Other State Funding Per Scholar	223	223	223	223	223	223
Federal Funding Per Scholar (excl Nutrition)	1,180	685	685	685	685	685
Avg Nutrition per Scholar	854	854	854	854	854	854
Comp. Gr & Philanthropy per Scholar	-	-	-	-	-	-
Other Revenue Per Scholar	3,079	3,013	3,104	3,197	3,293	3,391
Total Funding Per Scholar	14,888	14,328	14,418	14,511	14,607	14,706
	-	-	-	-	-	-
Total Full Time Staff (FTE)	73.0	68.0	68.0	64.0	63.0	63.0
Annual Salary Increase	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Facility Lease	981,079	1,010,512	1,040,827	1,072,052	1,104,213	1,137,340
Total Expenses per Scholar	14,878	14,318	14,408	14,500	14,596	14,695
Net Surplus	6,572	6,957	7,285	7,448	7,617	7,680



**Proposed Amendment to Enrollment Plan**

1. Please submit as part of your original Enrollment Plan worksheet. Existing information will be autofilled.  
 2. Approved amendments will be reflected on your official Enrollment Plan on Sheet 1.

Name of Charter School:

Current Grade Span:

Proposed Grade Span:

Proposed Maximum Enrollment:

Year 1 of Change (Format: "YYYY"):


Current Yearly Enrollment By Grade Level

Grade Level	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Maximum Enrollment
K	83	92	77	85	101	
1	130	83	92	77	85	
2	132	130	83	92	77	
3	101	132	130	83	92	
4	85	101	132	130	83	
5	77	85	101	132	130	
6	92	77	85	101	132	
7						
8						
9						
10						
11						
12						
<b>Yearly Enrollment:</b>	<b>700</b>	<b>700</b>	<b>700</b>	<b>700</b>	<b>700</b>	<b>700</b>

Proposed Yearly Enrollment By Grade Level

Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	Maximum Enrollment
K						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
<b>Yearly Enrollment:</b>						

### Instructions for Renewal Budget Projections Workbook

 = Information should be entered into light gray shaded cells.

**Name of Charter School:** Phalen Leadership Academy at Francis Scott Key School 103

**Location:** Indianapolis Public Schools

**First Year of New Charter (Renewal Year):** 2025 - 26 SY

<p><a href="#">1. Instructions</a></p>	<ul style="list-style-type: none"> <li>• All organizers submitting a Charter Renewal Application to the Indiana Charter School Board must complete worksheets 1 through 4 of the Renewal Budget Projections Workbook. No information is required to be entered into WHITE cells, they will autofill as information is entered into GREY cells.</li> <li>• Column and Row references in these instructions are to the Excel spreadsheet Column or Row.</li> </ul>
<p><a href="#">2. Enrollment Projection</a></p>	<ul style="list-style-type: none"> <li>• Please complete the enrollment table for the school's current year, and provide enrollment projections for the next five (5) years beginning with the Renewal Year.</li> </ul>
<p><a href="#">3. Staffing Plan</a></p>	<ul style="list-style-type: none"> <li>• Please provide a list of administrative, instructional, and other staff along with estimates of proposed salaries and benefits. Please include both full and part-time employees and contractors. Projected salary and benefits should align with current and 5-Year budgets.</li> <li>• The estimated "average salary" for each position should include all taxable amounts (including taxable fringe benefits, stipends, bonuses, awards, and allowances).</li> <li>• "Other Insurance" includes health care, long-term care, life, disability.</li> <li>• "Other Benefits" are non-taxable benefits (e.g., educational assistance, dependent care assistance, transportation benefits, non-taxable fringe benefits, etc.).</li> </ul>
<p><a href="#">4. 5-Year Budget</a></p>	<ul style="list-style-type: none"> <li>• Please provide budget projections for the Current Year and the next 5 years. Note that the information provided in Tab 3 must align with the personnel expenses provided in Tab 4 or Tab 4 will throw an ERROR.</li> </ul>
<p>Notes:</p>	<ul style="list-style-type: none"> <li>• Applicants proposing to operate a network of schools should add a worksheet or attach a separate file reflecting the consolidated network's 5-Year pro-forma budget, reflecting all components - including the regional back office/central office - of the Indiana network.</li> <li>• This template is not intended to be exhaustive. If it is unclear to which line a particular item of revenue or expense belongs, add it to the closest approximation or to one of the "other" categories and make a note in the budget narrative.</li> </ul>





(4) **Other Compensation** - Includes any other benefits not otherwise classified above, including payments made to independent contractors. This cell should reflect the sum total of all Other Compensation for the year.



**5-Year Projected Annual Operating Budget (Fiscal Year July 1-June 30)**

School Name: Phalen Leadership Academy at Francis Scott Key School 103  
 Renewal Year: 2025 - 26 SY

**Special Instructions for Schools Contracting with a Management Company:**

Please include a note in the assumptions column and budget narrative if any of the listed amounts include additional service, consulting, facility, or licensing fees paid to a management company or affiliate of a management company that are not included in Line 97 (C/MO/EMO fee). For example, you should note any additional fees for instructional or support supplies and resources; license fees for materials, software, or educational programming; or fees related to the management, sale, or lease of real estate. Please also state whether your facility is leased or purchased from a management company or affiliate of a management company.

If a line item is completed that includes the words "(please describe)" a specific description of the item must be provided in the appropriate box in Column L.  
 Failure to provide a description as requested will result in rejection of the submission.

REVENUES	Current Year	Year 1	Year 2	Year 3	Year 4	Year 5	Additional Information
<b>State Revenue - See Footnotes</b>							Other State Grants (Row 29)
Basic Tuition Support / Adult Learners Grant - From Tab 2	\$ 5,633,430.57	\$ 5,706,803.76	\$ 5,706,803.76	\$ 5,706,803.76	\$ 5,706,803.76	\$ 5,706,803.76	difference between \$/sch in IPS wkshrt vs. spreadsheet calculation
Special Education Grant - From Tab 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Honors Diploma/Academic Performance Grant	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	
Career and Technical Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Non-English Speaking Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Charter and Innovation Network School Grant (\$1,400 per student)	\$ 967,400.00	\$ 980,000.00	\$ 980,000.00	\$ 980,000.00	\$ 980,000.00	\$ 980,000.00	
Formative (Interim) Assessment Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Matching Funds for School Lunch Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
High Ability (Gifted and Talented) Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Curricular Material Reimbursement Program (\$150 per student)	\$ 100,764.00	\$ 102,076.41	\$ 102,076.41	\$ 102,076.41	\$ 102,076.41	\$ 102,076.41	
Remediation Testing Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Teacher Appreciation Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other State Grants (please describe) (1)	\$ 53,052.43	\$ 53,743.42	\$ 53,743.42	\$ 53,743.42	\$ 53,743.42	\$ 53,743.42	
<b>Total State Revenue:</b>	<b>\$ 6,754,647.00</b>	<b>\$ 6,842,623.59</b>	<b>\$ 6,842,623.59</b>	<b>\$ 6,842,623.59</b>	<b>\$ 6,842,623.59</b>	<b>\$ 6,842,623.59</b>	
<b>Federal Revenue - See Footnotes</b>							
Public Charter School Program Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ESSER-\$300k; CFGI = \$104k (both end after current yr)
Charter Facilities Assistance Program Grant (2011)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
IDEA - Part B Grant (Special Education)	\$ 105,000.00	\$ 106,367.58	\$ 106,367.58	\$ 106,367.58	\$ 106,367.58	\$ 106,367.58	
Title I	\$ 312,250.00	\$ 316,316.93	\$ 316,316.93	\$ 316,316.93	\$ 316,316.93	\$ 316,316.93	
Title II	\$ 56,000.00	\$ 56,729.38	\$ 56,729.38	\$ 56,729.38	\$ 56,729.38	\$ 56,729.38	
Federal Lunch Program	\$ 401,385.24	\$ 406,613.13	\$ 406,613.13	\$ 406,613.13	\$ 406,613.13	\$ 406,613.13	
Federal Breakfast Reimbursement	\$ 188,887.17	\$ 191,347.35	\$ 191,347.35	\$ 191,347.35	\$ 191,347.35	\$ 191,347.35	
Other Federal Revenue (please describe)	\$ 341,964.25	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Federal Revenue:</b>	<b>\$ 1,405,486.67</b>	<b>\$ 1,077,374.37</b>	<b>\$ 1,077,374.37</b>	<b>\$ 1,077,374.37</b>	<b>\$ 1,077,374.37</b>	<b>\$ 1,077,374.37</b>	
<b>Other Revenue</b>							
Contributions and Donations from Private Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	in-kind contributions=\$2.05MM; City Connect grant=\$80k (ends after current year)
Student Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Charter School Capital Grants Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Common School Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Property Tax Sharing (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating/Safety Referendum Sharing (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Indiana Bond Bank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Revenue (please describe)	\$ 2,127,362.00	\$ 2,109,299.92	\$ 2,172,578.92	\$ 2,237,756.29	\$ 2,304,888.97	\$ 2,374,035.64	
<b>Total Other Revenue:</b>	<b>\$ 2,127,362.00</b>	<b>\$ 2,109,299.92</b>	<b>\$ 2,172,578.92</b>	<b>\$ 2,237,756.29</b>	<b>\$ 2,304,888.97</b>	<b>\$ 2,374,035.64</b>	
<b>TOTAL REVENUE:</b>	<b>\$ 10,287,495.67</b>	<b>\$ 10,029,297.88</b>	<b>\$ 10,092,576.88</b>	<b>\$ 10,157,754.25</b>	<b>\$ 10,224,886.94</b>	<b>\$ 10,294,033.61</b>	
<b>EXPENSES</b>							
<b>Administrative Staff - See Footnote (3)</b>							
Executive Administration: Office of Superintendent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
School Administration: Office of the Principal	\$ 209,223.00	\$ 215,499.69	\$ 221,964.68	\$ 228,623.62	\$ 235,482.33	\$ 242,546.80	
Other School Administration	\$ 590,213.00	\$ 607,919.39	\$ 626,156.97	\$ 644,941.68	\$ 664,289.93	\$ 684,218.63	
Business Manager/Director of Finance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Administrative Staff:</b>	<b>\$ 799,436.00</b>	<b>\$ 823,419.08</b>	<b>\$ 848,121.65</b>	<b>\$ 873,565.30</b>	<b>\$ 899,772.26</b>	<b>\$ 926,765.43</b>	
<b>Instructional Staff</b>							
Teachers - Regular	\$ 1,863,457.00	\$ 1,919,360.71	\$ 1,976,941.53	\$ 2,036,249.78	\$ 2,097,337.27	\$ 2,160,257.39	

Teachers - Special Education	\$ 837,972.00	\$ 809,166.71	\$ 833,441.71	\$ 686,755.97	\$ 707,358.65	\$ 728,579.41
Substitutes, Assistants, Paraprofessionals, Aides	\$ 675,746.00	\$ 481,858.88	\$ 496,314.64	\$ 454,403.63	\$ 409,531.27	\$ 421,817.21
Summer School Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Instructional Staff:</b>	<b>\$ 3,377,175.00</b>	<b>\$ 3,210,386.30</b>	<b>\$ 3,306,697.89</b>	<b>\$ 3,177,409.38</b>	<b>\$ 3,214,227.19</b>	<b>\$ 3,310,654.01</b>
<b>Non-Instructional/Support Staff - See Footnotes</b>						
Social Workers, Guidance Counselors, Therapists	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instructional Support Staff (4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Support Staff (please describe) (5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nurse	\$ 72,000.00	\$ 74,160.00	\$ 76,384.80	\$ 78,676.34	\$ 81,036.63	\$ 83,467.73
Librarian	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance of Buildings, Grounds, Equipment (including Custodial Staff)	\$ 47,274.76	\$ 48,693.00	\$ 50,153.79	\$ 51,658.41	\$ 53,208.16	\$ 54,804.40
Security Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Coaches	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Non-Instructional/Support Staff:</b>	<b>\$ 119,274.76</b>	<b>\$ 122,853.00</b>	<b>\$ 126,538.59</b>	<b>\$ 130,334.75</b>	<b>\$ 134,244.79</b>	<b>\$ 138,272.14</b>
<b>Subtotal Wages and Salaries:</b>	<b>\$ 4,295,885.76</b>	<b>\$ 4,156,658.38</b>	<b>\$ 4,281,358.14</b>	<b>\$ 4,181,309.43</b>	<b>\$ 4,248,244.25</b>	<b>\$ 4,375,691.58</b>
<b>Payroll Taxes and Benefits - From Tab 3</b>						
Social Security/Medicare/Unemployment	\$ 436,032.40	\$ 421,900.83	\$ 434,557.85	\$ 424,402.91	\$ 431,196.79	\$ 444,132.69
Health Insurance	\$ 707,388.00	\$ 678,704.87	\$ 699,066.02	\$ 677,682.82	\$ 687,106.85	\$ 707,720.05
Retirement Contributions	\$ 245,614.00	\$ 235,654.86	\$ 242,724.50	\$ 235,299.99	\$ 238,572.13	\$ 245,729.29
Other Compensation (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Payroll Taxes and Benefits:</b>	<b>\$ 1,389,034.40</b>	<b>\$ 1,336,260.55</b>	<b>\$ 1,376,348.37</b>	<b>\$ 1,337,385.72</b>	<b>\$ 1,356,875.77</b>	<b>\$ 1,397,582.04</b>
<b>Total Personnel Expenses:</b>	<b>\$ 5,684,920.16</b>	<b>\$ 5,492,918.94</b>	<b>\$ 5,657,706.50</b>	<b>\$ 5,518,695.15</b>	<b>\$ 5,605,120.02</b>	<b>\$ 5,773,273.62</b>
<b>Instructional Supplies and Resources - See Footnotes</b>						
Textbooks	\$ 20,357.31	\$ 21,241.13	\$ 21,878.36	\$ 22,534.71	\$ 23,210.76	\$ 23,907.08
Library/Media Services (Other than Staff)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology Supporting Instruction (computers, tablets, etc.)	\$ 49,877.24	\$ 52,042.67	\$ 53,603.95	\$ 55,212.07	\$ 56,868.43	\$ 58,574.49
Student Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instructional Software	\$ 72,090.76	\$ 75,220.61	\$ 77,477.23	\$ 79,801.55	\$ 82,195.59	\$ 84,661.46
Professional Development	\$ 3,431.26	\$ 3,580.23	\$ 3,687.63	\$ 3,798.26	\$ 3,912.21	\$ 4,029.58
Enrichment Programs (athletics or extra-curricular activities)	\$ 2,261.45	\$ 2,359.63	\$ 2,430.42	\$ 2,503.33	\$ 2,578.43	\$ 2,655.79
Other Instructional Supplies (please describe)	\$ 12,653.01	\$ 13,202.35	\$ 13,598.42	\$ 14,006.37	\$ 14,426.56	\$ 14,859.36
<b>Total Instructional Supplies and Resources:</b>	<b>\$ 160,671.03</b>	<b>\$ 167,646.62</b>	<b>\$ 172,676.02</b>	<b>\$ 177,856.30</b>	<b>\$ 183,191.99</b>	<b>\$ 188,687.75</b>
<b>Administrative Resources</b>						
Administrative Technology - Computers & Software (not SIS)	\$ 46,871.52	\$ 48,277.67	\$ 49,726.00	\$ 51,217.78	\$ 52,754.31	\$ 54,336.94
Other Administrative Expenses (please describe)	\$ 130,874.45	\$ 134,800.68	\$ 138,844.70	\$ 143,010.04	\$ 147,300.34	\$ 151,719.35
<b>Total Administrative Resources:</b>	<b>\$ 177,745.97</b>	<b>\$ 183,078.35</b>	<b>\$ 188,570.70</b>	<b>\$ 194,227.82</b>	<b>\$ 200,054.66</b>	<b>\$ 206,056.30</b>
<b>Governing Board Expenses</b>						
Legal Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Governing Board Expenses (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Governing Board Expenses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Purchased or Other Services (do not include staff expenses)</b>						
Audit Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Services	\$ 50,486.11	\$ 52,000.69	\$ 53,560.71	\$ 55,167.53	\$ 56,822.56	\$ 58,527.23
Financial Accounting	\$ 19,399.58	\$ 19,981.57	\$ 20,581.02	\$ 21,198.45	\$ 21,834.40	\$ 22,489.43
Printing, Publishing, Duplicating Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecommunication & IT Services	\$ 190,927.95	\$ 196,655.79	\$ 202,555.46	\$ 208,632.12	\$ 214,891.09	\$ 221,337.82
Insurance (non-facility)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 80.45	\$ 82.87	\$ 85.35	\$ 87.91	\$ 90.55	\$ 93.27
Mail Services	\$ 166.07	\$ 171.06	\$ 176.19	\$ 181.47	\$ 186.92	\$ 192.52
Special Education Administration	\$ 138,229.07	\$ 142,375.94	\$ 146,647.22	\$ 151,046.64	\$ 155,578.04	\$ 160,245.38
Student Information Services or Systems	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Services	\$ 595,760.26	\$ 621,625.39	\$ 640,274.15	\$ 659,482.38	\$ 679,266.85	\$ 699,644.86
Transportation Services	\$ 434,507.97	\$ 447,543.20	\$ 460,969.50	\$ 474,798.59	\$ 489,042.54	\$ 503,713.82
Marketing Expenses	\$ 73,126.25	\$ 62,157.32	\$ 49,725.85	\$ 37,294.39	\$ 38,413.22	\$ 39,565.62
Other Services (please describe)	\$ 427,983.32	\$ 440,822.82	\$ 454,047.50	\$ 467,668.93	\$ 481,699.00	\$ 496,149.97
<b>Total Professional Purchased or Other Services:</b>	<b>\$ 1,930,667.03</b>	<b>\$ 1,983,416.64</b>	<b>\$ 2,028,622.96</b>	<b>\$ 2,075,558.41</b>	<b>\$ 2,137,825.16</b>	<b>\$ 2,201,959.92</b>
<b>Facilities Expenses (do not include staff expenses, e.g. custodian)</b>						
Facility Lease/Mortgage Payments (please describe)	\$ 981,079.23	\$ 1,010,511.61	\$ 1,040,826.95	\$ 1,072,051.76	\$ 1,104,213.32	\$ 1,137,339.72

Other Support Staff (Row 78)

Other Compensation (Row 94)

Other Instructional Supplies and Resources (Row 108)

Other Administrative Expenses (Row 114)

office supplies

Other Governing Board Expenses (Row 120)

Other Services (Row 138)

In-kind: cleaning & bldg services

Lease, Mortgage, & Other Facilities (Rows 143, 158)

Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense (as accrued)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Expense	\$ 10,000.00	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74
Insurance (Facility)	\$ 66,219.39	\$ 68,205.97	\$ 70,252.15	\$ 72,359.71	\$ 74,530.50	\$ 76,766.42
Purchase of Furniture, Fixtures, & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric & Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance Services (include supply costs)	\$ 3,330.46	\$ 3,430.37	\$ 3,533.28	\$ 3,639.28	\$ 3,748.46	\$ 3,860.91
Custodial Services (include supply costs)	\$ 222,732.64	\$ 229,414.62	\$ 236,297.06	\$ 243,385.97	\$ 250,687.55	\$ 258,208.17
Waste Disposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ 86,608.77	\$ 89,207.03	\$ 91,883.24	\$ 94,639.74	\$ 97,478.93	\$ 100,403.30
Other Facility Expenses (please describe)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Facilities Expenses:</b>	<b>\$ 1,369,970.48</b>	<b>\$ 1,411,069.59</b>	<b>\$ 1,453,401.68</b>	<b>\$ 1,497,003.73</b>	<b>\$ 1,541,913.84</b>	<b>\$ 1,588,171.26</b>
<b>Other Expenses - See Footnotes</b>						
Indiana Charter School Board Administrative Fee (6)	\$ -	\$ 42,250.73	\$ 42,801.03	\$ 42,801.03	\$ 42,801.03	\$ 42,801.03
Management Fee (7)	\$ 918,015.04	\$ 741,707.81	\$ 541,252.66	\$ 643,895.83	\$ 506,087.87	\$ 285,119.93
Bank Fees	\$ 244.95	\$ 252.30	\$ 259.87	\$ 267.67	\$ 275.70	\$ 283.97
Escrow	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses (please describe)	\$ 38,688.76	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Expenses:</b>	<b>\$ 956,948.75</b>	<b>\$ 784,210.84</b>	<b>\$ 584,313.56</b>	<b>\$ 686,964.53</b>	<b>\$ 549,164.59</b>	<b>\$ 328,204.92</b>
<b>TOTAL EXPENSES:</b>	<b>\$ 10,280,923.43</b>	<b>\$ 10,022,340.98</b>	<b>\$ 10,085,291.43</b>	<b>\$ 10,150,305.94</b>	<b>\$ 10,217,270.26</b>	<b>\$ 10,286,353.76</b>
<b>CHANGE IN NET ASSETS:</b>	<b>\$ 6,572.24</b>	<b>\$ 6,956.90</b>	<b>\$ 7,285.45</b>	<b>\$ 7,448.31</b>	<b>\$ 7,616.68</b>	<b>\$ 7,679.85</b>

Other Expenses (Row 167)  
ICSB fee that is not calculating in current year

**Footnotes:**

- (1) Including, but not limited to: alternative education program grants (IC 20-30-8); educational technology plan grants (IC 20-20-13); school safety plan grants (IC 5-2-10.1-6); secured school fund grants (IC 10-21-1-2); dual language pilot program grants (IC 20-20-41-2); teacher and student achievement fund grants (IC 20-20-43-3); student and parent support services grants (IC 20-34-9); etc.
- (2) Marion, Lake, St. Joseph, and Vanderburgh counties only.
- (3) Office of Superintendent includes the Head of School, School Leader, Executive Director, Chief Executive Officer, as well as associate or assistant executive positions; Office of the Principal includes Vice- and Assistant Principals; Other School Administration includes Chief Academic Officers; Directors, Deans, and Coordinators of: Curriculum, Instruction, Faculty, Students, Assessment, Student Affairs, Student Achievement, and similar positions.
- (4) Includes Staffing for Instruction and Curriculum Development, Instructional Staff Training, etc.
- (5) Secretary; Receptionist; Attendance Clerk; Office Manager, Cafeteria Worker, and other full or part-time employees not specifically described.
- (6) Three quarters of one percent (0.75%) of the basic tuition support or adult learner grant amount received by the school.
- (7) Include only those fees (per-pupil, contingent, or fixed) paid to a management company for educational or management services and describe how the fee is calculated in the budget narrative. All amounts separate from a specific "management fee" paid to a management company or an affiliate of the management company must be included elsewhere in the worksheet (e.g., lease payments, instructional supplies, software, technology, etc.) and described in the "Other Expenses" Column and/or in the Budget Narrative.

## All PLAs Combined - FY25 to FY30

48, 103, JRHS, VS, GV, 93, JRMS, & Promise Prep

	Enrollment:	2,910	2,999	3,066	3,109	3,155	3,203
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
		FY25	FY26	FY27	FY28	FY29	FY30
<b>State Revenue</b>							
Basic Tuition Support / Adult Learners Grant - From Tab 2		25,118,810	25,976,623	26,664,008	27,142,783	27,660,747	28,211,129
Special Education Grant - From Tab 2		167,080	168,768	168,768	168,768	168,768	168,768
Honors Diploma/Academic Performance Grant		26,784	27,055	27,055	27,055	27,055	27,055
Career and Technical Education		-	-	-	-	-	-
Non-English Speaking Program		-	-	-	-	-	-
Charter and Innovation Network School Grant (\$1,400 per student)		3,665,200	3,782,800	3,834,600	3,872,400	3,913,000	3,955,000
Formative (Interim) Assessment Grant		4,416	4,461	4,461	4,461	4,461	4,461
State Matching Funds for School Lunch Program		-	-	-	-	-	-
High Ability (Gifted and Talented) Program		26,730	27,287	27,734	28,193	28,667	29,154
Curricular Material Reimbursement Program (\$150 per student)		445,959	460,760	472,511	480,111	488,236	496,702
Remediation Testing Grant		-	-	-	-	-	-
Teacher Appreciation Grant		48,329	50,558	52,945	54,789	56,709	58,708
Other State Grants (please describe) (1)		947,166	794,434	803,288	812,822	823,038	833,253
<b>Total State Revenue:</b>		<b>30,450,474</b>	<b>31,292,746</b>	<b>32,055,369</b>	<b>32,591,381</b>	<b>33,170,679</b>	<b>33,784,229</b>
<b>Federal Revenue - See Footnotes</b>							
Public Charter School Program (CSP) Grant		-	-	-	-	-	-
Charter Facilities Assistance Program Grant (2011)		-	-	-	-	-	-
IDEA- Part B Grant (Special Education)		609,696	627,491	640,146	649,046	658,600	668,512
Title I		2,435,895	2,535,833	2,623,525	2,676,397	2,732,869	2,792,107
Title II		396,937	411,317	423,226	431,156	439,642	448,464
Federal Lunch Program		1,658,702	1,723,392	1,775,385	1,821,756	1,871,054	1,922,576
Federal Breakfast Reimbursement		726,323	754,052	776,206	796,131	817,322	839,421
Other Federal Revenue (please describe)		2,808,955	850,000	300,000	-	-	-
<b>Total Federal Revenue:</b>		<b>8,636,509</b>	<b>6,902,085</b>	<b>6,538,488</b>	<b>6,374,487</b>	<b>6,519,487</b>	<b>6,671,080</b>
<b>Other Revenue - See Footnotes</b>							
Contributions and Donations from Private Sources		550,000	-	-	-	-	-
Student Fees		-	-	-	-	-	-
Other Fees		-	-	-	-	-	-
Interest Income		-	-	-	-	-	-
Charter School Capital Grants Fund		-	-	-	-	-	-
Common School Fund		-	-	-	-	-	-
Property Tax Sharing (2)		-	-	-	-	-	-
Operating/Safety Referendum Sharing (2)		-	-	-	-	-	-
Indiana Bond Bank		-	-	-	-	-	-
Other Revenue (please describe)		5,832,585	5,727,483	5,903,053	6,081,244	6,264,873	6,454,099
<b>Total Other Revenue:</b>		<b>6,382,585</b>	<b>5,727,483</b>	<b>5,903,053</b>	<b>6,081,244</b>	<b>6,264,873</b>	<b>6,454,099</b>
<b>TOTAL REVENUE:</b>		<b>45,469,568</b>	<b>43,922,314</b>	<b>44,496,910</b>	<b>45,047,112</b>	<b>45,955,040</b>	<b>46,909,407</b>
<b>EXPENSES</b>							
<b>Administrative Staff - See Footnote (3)</b>							
Executive Administration: Office of Superintendent		-	-	-	-	-	-
School Administration: Office of the Principal		1,838,694	1,773,855	1,947,070	2,005,482	2,088,147	2,215,791
Other School Administration (please describe)		2,840,499	2,854,968	2,940,617	2,878,309	2,787,352	2,870,972
Business Manager/Director of Finance		-	-	-	-	-	-
<b>Total Administrative Staff:</b>		<b>4,679,193</b>	<b>4,628,822</b>	<b>4,887,687</b>	<b>4,883,792</b>	<b>4,875,498</b>	<b>5,086,763</b>
<b>Instructional Staff</b>							
Teachers - Regular		9,570,074	9,857,177	10,216,947	10,523,456	10,907,116	11,299,329
Teachers - Special Education		1,989,577	1,995,320	2,055,179	1,945,146	2,003,500	2,063,605

## All PLAs Combined - FY25 to FY30

48, 103, JRHS, VS, GV, 93, JRMS, & Promise Prep

	Enrollment:	2,910	2,999	3,066	3,109	3,155	3,203
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Substitutes, Assistants, Paraprofessionals, Aides		3,586,974	2,245,684	2,012,323	1,912,641	1,807,516	1,756,586
Summer School Staff		-	-	-	-	-	-
	-						
<b>Total Instructional Staff:</b>		<b>15,146,625</b>	<b>14,098,180</b>	<b>14,284,450</b>	<b>14,381,243</b>	<b>14,718,132</b>	<b>15,119,520</b>
	-						
<b>Non-Instructional/Support Staff - See Footnotes</b>							
Social Workers, Guidance Counselors, Therapists		-	-	-	-	-	-
Instructional Support Staff (4)		-	-	-	-	-	-
Other Support Staff (please describe) (5)		-	-	-	-	-	-
Nurse		285,530	294,096	302,919	312,006	321,367	331,008
Librarian		-	-	-	-	-	-
Information Technology		69,144	71,219	73,355	75,556	77,823	80,157
Maintenance of Buildings, Grounds, Equipment (including Custodial Staff)		234,126	241,150	248,385	255,836	263,511	271,417
Security Personnel		-	-	-	-	-	-
Athletic Coaches		-	-	-	-	-	-
	-						
<b>Total Non-Instructional/Support Staff:</b>		<b>588,801</b>	<b>606,465</b>	<b>624,659</b>	<b>643,399</b>	<b>662,701</b>	<b>682,582</b>
	-						
<b>Subtotal Wages and Salaries:</b>		<b>20,414,619</b>	<b>19,333,467</b>	<b>19,796,795</b>	<b>19,908,433</b>	<b>20,256,331</b>	<b>20,888,865</b>
	-						
<b>Payroll Taxes and Benefits - From Tab 3</b>							
Social Security/Medicare/Unemployment		1,931,411	1,866,724	1,898,703	1,907,640	1,939,622	1,987,992
Health Insurance		2,851,097	2,756,438	2,803,410	2,811,811	2,856,216	2,927,342
Retirement Contributions		1,251,726	1,193,993	1,209,909	1,213,967	1,233,389	1,263,409
Other Compensation (please describe)		-	-	-	-	-	-
	-						
<b>Total Payroll Taxes and Benefits:</b>		<b>6,034,234</b>	<b>5,817,155</b>	<b>5,912,022</b>	<b>5,933,418</b>	<b>6,029,227</b>	<b>6,178,743</b>
	-						
<b>Total Personnel Expenses:</b>		<b>26,448,853</b>	<b>25,150,622</b>	<b>25,708,817</b>	<b>25,841,851</b>	<b>26,285,558</b>	<b>27,067,608</b>
	-						
<b>Instructional Supplies and Resources - See Footnotes</b>							
Textbooks		213,910	227,629	241,686	256,439	272,226	303,890
Library/Media Services (Other than Staff)		-	-	-	-	-	-
Technology Supporting Instruction (including computers, tablets, etc.)		1,222,280	817,698	620,050	564,002	586,872	625,874
Student Assessment		-	-	-	-	-	-
Instructional Software		248,557	263,154	276,065	288,137	300,973	314,465
Professional Development		57,911	44,658	46,714	48,910	51,254	53,694
Enrichment Programs (athletics or extra-curricular activities)		124,331	129,707	133,993	138,232	142,620	147,165
Other Instruction Supplies (please describe)		267,124	283,420	298,447	312,581	327,678	343,559
	-						
<b>Total Instructional Supplies and Resources:</b>		<b>2,134,113</b>	<b>1,766,267</b>	<b>1,616,955</b>	<b>1,608,300</b>	<b>1,681,623</b>	<b>1,788,647</b>
	-						
<b>Administrative Resources</b>							
Administrative Technology - Computers & Software (not SiS)		355,723	326,399	320,920	330,547	340,464	350,678
Other Administrative Expenses (please describe)		524,921	542,858	455,485	440,140	454,841	470,116
	-						
<b>Total Administrative Resources:</b>		<b>880,644</b>	<b>869,257</b>	<b>776,405</b>	<b>770,688</b>	<b>795,305</b>	<b>820,794</b>
	-						
<b>Governing Board Expenses</b>							
Legal Services		5,172	5,328	5,487	5,652	5,822	5,996
Other Governing Board Expenses (please describe)		-	-	-	-	-	-
	-						
<b>Total Governing Board Expenses:</b>		<b>5,172</b>	<b>5,328</b>	<b>5,487</b>	<b>5,652</b>	<b>5,822</b>	<b>5,996</b>
	-						
<b>Purchased or Other Services (do not include staff expenses)</b>							
Audit Services		-	-	-	-	-	-
Payroll Services		230,364	237,275	244,394	251,725	259,277	267,055

## All PLAs Combined - FY25 to FY30

48, 103, JRHS, VS, GV, 93, JRMS, & Promise Prep

	Enrollment:	2,910	2,999	3,066	3,109	3,155	3,203
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Financial Accounting		164,109	169,033	174,104	179,327	184,706	190,248
Printing, Publishing, Duplicating Services		1,500	1,545	1,591	1,639	1,688	1,739
Telecommunication & IT Services		315,533	324,999	334,749	344,791	355,135	365,789
Insurance (non-facility)		-	-	-	-	-	-
Travel		14,163	14,588	15,026	15,477	15,941	16,419
Mail Services		12,343	12,713	13,095	13,488	13,892	14,309
Special Education Administration		654,760	680,288	717,945	748,985	781,887	816,752
Student Information Services or Systems		-	-	-	-	-	-
Food Services		2,451,764	2,589,991	2,711,559	2,828,399	2,952,490	3,082,562
Transportation Services		2,635,376	2,714,437	2,795,870	2,780,630	2,864,049	2,949,971
Marketing Expenses		139,854	124,245	113,676	103,163	106,258	109,446
Other Services (please describe)		427,983	440,823	454,048	467,669	481,699	496,150
	-	-	-	-	-	-	-
<b>Total Professional Purchased or Other Services:</b>		<b>7,047,749</b>	<b>7,309,937</b>	<b>7,576,056</b>	<b>7,735,293</b>	<b>8,017,024</b>	<b>8,310,440</b>
	-	-	-	-	-	-	-
<b>Facilities Expenses (do not include staff expenses, e.g. custodian)</b>							
Facility Lease/Mortgage Payments (please describe)		3,047,431	3,138,854	3,233,020	3,330,010	3,429,911	3,532,808
Capital Improvements		-	-	-	-	-	-
Other Principal Payments		-	-	-	-	-	-
Operating Leases		-	-	-	-	-	-
Interest Expense (as accrued)		209,014	209,014	209,014	209,014	209,014	209,014
Depreciation Expense		490,023	504,723	519,865	535,461	551,525	568,071
Insurance (Facility)		450,259	463,767	477,680	492,010	506,770	521,974
Purchase of Furniture, Fixtures, and Equipment		89,594	92,282	95,050	97,902	100,839	103,864
Electric & Gas		418,973	431,542	444,488	457,823	471,557	485,704
Water & Sewage		28,722	29,583	30,471	31,385	32,326	33,296
Repair and Maintenance Services (include supply costs)		658,197	677,943	698,281	719,229	740,806	763,030
Custodial Services (include supply costs)		809,097	833,370	858,371	884,122	910,645	937,965
Waste Disposal		41,137	42,371	43,642	44,952	46,300	47,689
Security Services		202,541	208,617	214,876	221,322	227,962	234,800
Other Facility Expenses (please describe)		5,016	5,166	5,321	5,481	5,646	5,815
	-	-	-	-	-	-	-
<b>Total Facilities Expenses:</b>		<b>6,450,003</b>	<b>6,637,232</b>	<b>6,830,079</b>	<b>7,028,711</b>	<b>7,233,302</b>	<b>7,444,030</b>
	-	-	-	-	-	-	-
<b>Other Expenses - See Footnotes</b>							
Indiana Charter School Board Administrative Fee (6)		92,024	226,578	237,137	243,718	250,864	258,605
Management Fee (7)		2,257,888	1,887,196	1,673,432	1,738,240	1,608,772	1,134,743
Bank Fees		26,813	27,617	28,446	29,299	30,178	31,083
Escrow		132	136	140	144	149	153
Other Expenses (please describe)		87,188	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Other Expenses:</b>		<b>2,464,045</b>	<b>2,141,528</b>	<b>1,939,154</b>	<b>2,011,401</b>	<b>1,889,963</b>	<b>1,424,584</b>
	-	-	-	-	-	-	-
<b>TOTAL EXPENSES:</b>		<b>45,430,580</b>	<b>43,880,172</b>	<b>44,452,953</b>	<b>45,001,896</b>	<b>45,908,597</b>	<b>46,862,100</b>
	-	-	-	-	-	-	-
<b>CHANGE IN NET ASSETS:</b>		<b>38,989</b>	<b>42,142</b>	<b>43,957</b>	<b>45,216</b>	<b>46,443</b>	<b>47,307</b>

## INNOVATION NETWORK CHARTER SCHOOL AGREEMENT

This Innovation Network Charter School Agreement (the “Agreement”) is made and entered into as of December \_\_, 2019 (“Commencement Date”) by and between The Board of Commissioners of the City of Indianapolis (“IPS”) and Phalen Leadership Academy-Indiana, Inc. (“Operator”) (together, the “Parties”) to establish and operate Phalen Leadership Academy at Francis Scott Key School 103 (the “School”) as an Innovation Network Charter School.

### RECITALS

A. IPS is authorized pursuant to Indiana Code (“IC”) § 20-25.7, *et seq.*, to enter into an agreement with an organizer to establish a school as a participating Innovation Network Charter School;

B. Operator currently is operating an Innovation Network School in the building located at 3920 Baker Drive, Indianapolis, Indiana 46235 (“Building”) pursuant to the Innovation Network School Agreement the Parties executed on or around June 2015 (the “2015 Agreement”); and

C. The Parties desire for the School to be established as an Innovation Network Charter School in the Building.

### AGREEMENT

In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

#### ARTICLE I: THE SCHOOL

1.01 Location. Beginning in the 2020-21 school year, Operator will operate the School as an Innovation Network Charter School located in the Building.

1.02 Charter. Operator represents and warrants that a true and accurate copy of the contract that Operator anticipates executing with its authorizer (“Charter Authorizer”) for the establishment of a charter school, including all amendments, revisions, and exhibits thereto (the “Charter”), has been provided to IPS prior to the execution of this Agreement. Operator shall provide a true and accurate copy of the fully executed Charter to IPS upon request.

1.03 Grades Served. The School will serve students in grades Kindergarten through 6.

1.04 Attendance Area. The School’s attendance area (“Attendance Area”) shall be defined as the area designated in Exhibit 1 to this Agreement. Students who are considered to live within the Attendance Area pursuant to IPS policies regarding daycare and administrative transfers shall for purposes of this Agreement be considered to live within the Attendance Area. The Parties acknowledge that IPS may, in future years, make modifications to the Attendance Area in response to facilities usage and other factors across the district, including without limitation IPS’ inclusion of the Building in any facilities plan adopted by IPS.

1.05 Enrollment. Any student who is eligible to attend an IPS school in one of the grades served by the School and resides in the Attendance Area may attend the School and may not be refused enrollment.

1.06 Unified Enrollment. If IPS participates in a system for unified enrollment, whether Enroll Indy or otherwise, the School shall participate in such system in substantially the same manner as similarly situated IPS schools. Such participation shall include the opportunity for the School to participate in marketing and other student recruitment events provided to similarly situated IPS schools.

## ARTICLE II: OPERATOR

2.01 Organizer. Operator shall be the “Organizer” for the School, as that term is defined in IC § 20-24-1-7 and used in IC § 20-25.7-5-2, and shall be responsible for the operation of the School.

2.02 Operational Autonomy. Operator shall have full operational autonomy to run the School as provided by Applicable Law and set forth in this Agreement.

2.03 Good Standing and Nonprofit Status. Operator represents that it is an Indiana nonprofit corporation in good standing with the State of Indiana, and that the Internal Revenue Service (“IRS”) (a) has determined it to be tax exempt, or (b) is reviewing Operator’s application for tax-exempt status. Operator shall immediately notify IPS if (a) its tax-exempt status is questioned, modified, or revoked by the IRS, (b) its application for tax-exempt status is denied or questioned by the IRS, or (c) it receives notice that it is no longer in good standing with the State of Indiana. Operator may not operate the School without having been determined to be tax exempt by the IRS unless IPS expressly agrees in writing to allow it to do so.

2.04 Articles and Bylaws. Operator represents that a true and accurate copy of its current Articles of Incorporation (“Articles”) and Bylaws has been provided to IPS prior to the execution of this Agreement. If Operator materially amends its Articles or Bylaws during the Term of this Agreement, it shall provide notice to IPS of such amendment, and a copy of the amended Articles or Bylaws, within 30 days of the amendment.

2.05 Operator’s Board of Directors. Operator represents that a true and accurate list of its current directors (“Directors”) has been provided to IPS prior to the execution of this Agreement. If there is any change to the Directors during the Term of this Agreement, Operator shall provide notice to IPS of the change within 30 days.

## ARTICLE III: OPERATIONS

3.01 Operations. Operator shall operate the School as provided in the Charter and this Agreement. Operator represents and warrants that the Charter sets forth the manner in which Operator plans and intends to operate all material aspects of the School during the Term of this Agreement. To the extent there is any conflict between this Agreement and the Charter with respect to the same matter, the terms of this Agreement with respect to such matter shall control.

3.02 Amendments and Changes. If during the Term of this Agreement the Charter is amended or any material change is made to the operation of the School, Operator shall provide



notice to IPS of such amendment or change, and a copy of any such amendment, within 30 days of the adoption of the amendment or change.

3.03 Performance Goals and Accountability Metrics. The performance goals and accountability metrics for the School (“Educational Goals”) are set forth on pages \_\_ to \_\_ of the Charter. If during the Term of this Agreement, the Educational Goals are amended or any material change is made to the Educational Goals of the School, Operator shall provide notice to IPS of such amendment or change, a concise explanation of the reason for such amendment or change, and a copy of any such amendment, within 30 days of the adoption of the amendment or change.

3.04 School Improvement Plan. Operator represents that the Charter serves as the improvement and achievement plan for the School to the extent permitted by Applicable Law.

#### ARTICLE IV: RELATIONSHIP OF THE PARTIES

4.01 Nature of Relationship. The Parties’ relationship is contractual, and nothing in this Agreement is intended to, or shall, create a partnership or joint venture between the Parties.

4.02 No Agency. Unless expressly provided in this Agreement or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.

4.03 Inclusion of Performance Results. Operator authorizes the Indiana Department of Education (“IDOE”) to include the School’s performance assessment results under IC § 20-31-8 when calculating IPS’ performance assessment under rules adopted by the Indiana State Board of Education (“State Board”).

#### ARTICLE V: APPLICABLE LAWS

5.01 Applicable Law. The Parties agree that the School is subject to and must be operated in compliance with certain laws and regulations, that certain laws and regulations that apply to a governing body or school corporation may not apply to the School or its operation, and that both Parties shall perform their obligations under this Agreement in compliance with all laws and regulations that do apply to the School or its operation (collectively, “Applicable Law”), as may be amended from time-to-time.

5.02 No Discrimination. The Parties agree that the School is subject to, and shall be operated by Operator in compliance with, all federal and state laws and constitutional provisions that prohibit discrimination, including without limitation all such laws and provisions that prohibit discrimination on the basis of disability, race, color, gender, national origin, religion, or ancestry.

5.03 Inapplicable State Laws and Regulations. The Parties agree that, except as provided in this Agreement or required by Applicable Law, no provision of Indiana law otherwise applicable to a governing body or school corporation, or rule or guideline adopted by the State Board, shall apply to the School or its operation.

## ARTICLE VI: PERSONNEL

6.01 Personnel Decisions. Operator is responsible for all personnel and human resources aspects of the School's operation, including without limitation all personnel decisions in the School, and shall not be bound by any contract entered into by IPS under IC 20-29.

6.02 Employment Status. Unless expressly agreed otherwise in writing, employees of Operator who work in the School ("School Personnel") shall not be employees of IPS.

6.03 Criminal History Background Checks. Operator shall perform all criminal history background checks required by Applicable Law, including without limitation those required on School Personnel, applicants, vendors, contractors, and volunteers.

6.04 Certified Personnel. The School's certified personnel shall at a minimum have the qualifications required by Applicable Law for such personnel employed in an Innovation Network Charter School.

6.05 Employment Records. Operator is responsible for maintaining the employment records for all School Personnel.

6.06 Employee Complaints and Grievances. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.

6.07 Investigations. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.

## ARTICLE VII: POLICIES AND PROCEDURES

7.01 Policies and Procedures. Operator represents that the general operational policies and procedures that it plans and intends to use in operating the School ("School Policies") are set forth in the Charter and, to the extent they are not set forth in the Charter, shall be provided to IPS no later than April 15, 2020. If any material change is made to the School Policies during the Term of this Agreement, Operator shall provide notice to IPS of such change, and an updated copy of the affected policies or procedures, within 30 days of the adoption of the change.

7.02 Required Policies and Procedures. The School Policies must include, without limitation, policies and procedures relating to the manner in which Operator will (a) receive and address complaints and other comments from students' parents and guardians, other stakeholders, and the public generally; (b) receive and resolve grievances and complaints from School Personnel; (c) comply with Title IX; (d) comply with the McKinney-Vento Act; and (e) implement School discipline, including the process for appealing disciplinary decisions. The School Policies also must include a policy that sets forth the processes and requirements for reporting suspected child abuse or neglect to Child Protective Services that is substantially similar to the IPS policy then in effect for making such reports, and any other policies and procedures required by Applicable Law.

## ARTICLE VIII: FACILITIES

8.01 Facilities and Permitted Use Thereof. The Building, any related equipment and property improvements located at the Building, furnishings owned by IPS, and the land on which the Building and related improvements, including any athletic fields, are located (“Land”), are collectively referred to herein as the “Facilities” and are owned by IPS. Any personal property located at the Building that is owned by Operator shall remain the property of Operator unless the Parties expressly agree otherwise. Beginning on July 1, 2020 (“Possession Date”), and during the Term of this Agreement, Operator may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. Except as otherwise set forth in this Agreement or expressly agreed to in writing by the Parties, such use and occupancy of the Facilities shall be at no cost to Operator. Operator may permit use of the Facilities by persons or groups associated with it for functions and educational activities consistent with the use of a public school building, and in accordance with IPS policies regarding facility use or an alternative policy agreed to by the Parties. To the extent the Operator wishes to use the facilities for educational activities separate from the School but associated with its educational purposes, Operator will seek approval from IPS, and such approval shall not be unreasonably denied. Operator shall not use or permit the use of the Facilities for any purpose not permitted by this Agreement or for any purpose that would be deemed to be a public or private nuisance. Operator shall abide by all reasonable rules and regulations established by IPS for purposes of reasonably protecting and preserving the Facilities. At least annually, Operator will make a good faith determination as to whether it will continue to use the equipment, furniture, furnishings, and other personal property owned by IPS within the Facilities that Operator is permitted to use in connection with its operation of the School (the “Furnishings”). To the extent there are such Furnishings that Operator has determined it will not use for such purposes, Operator will provide IPS with a list of such Furnishings, and IPS shall remove the Furnishings within 30 days of submission of the annual equipment list. Operator will not be liable for maintenance or damages for such Furnishings left on the premises after such time period.

8.02 Use and Rental by Community Groups. The use or rental of the Facilities by third parties (“Community Groups”) shall be prohibited without the consent of IPS, which may be withheld in its sole discretion. Any use or rental by a Community Group pursuant to this Section 8.02 shall require that such Community Groups execute the standard form use and waiver documents, and provide evidence of appropriate insurance (including without limitation commercial general liability and worker’s compensation coverage), as then may be required by IPS, and that the payment and receipt of any proceeds derived by any such use or rental shall comply with the then applicable IPS policy and Applicable Law. The term Community Groups shall not include organizations permitted to use the Facilities in accordance with Section 8.01 above.

8.03 Additional Programming in Building. Notwithstanding Section 8.01 above, Operator and IPS may agree on additional programs to be provided in the Building upon the written agreement of the Parties.

8.04 Changes to the Building. IPS reserves the right to change the Facilities by changing the exterior facade of the Building or the number and use of all buildings on the Land other than the Building; provided that the size of the Building shall not be materially decreased

and the exterior entrances to the Building shall not be closed or materially obstructed. Such changes shall not, to the extent reasonably practicable, be made during School Hours or in a manner that interferes with the operation of the School. Additionally, IPS shall provide Operator with reasonable notice of such changes prior to the commencement of work by IPS.

8.05 AS IS Condition. Operator hereby agrees and acknowledges that the Facilities are being made available in an “AS IS” condition, without warranty or representations of any type, including, without limitation, any implied warranties of habitability or suitability for a particular purpose. Operator hereby acknowledges that it occupies the Facilities pursuant to the 2015 Agreement, that it has had the opportunity to perform, and to the extent it so desires has performed, any inspections of the Facilities that it wishes to perform and is relying solely upon such inspections as the basis for accepting the Facilities in their “AS IS” condition and is not relying in any way upon any statement of IPS or any information provided by IPS or on IPS’ behalf. All Furnishings located in the Building as of the Possession Date shall be available for Operator’s use in operating the School pursuant to Section 8.01 above.

8.06 Holding Over. In the event Operator remains in possession of the Building with IPS’ written permission after the termination of this Agreement, Operator shall be deemed to be occupying the Building as a tenant at sufferance and shall immediately vacate the Building upon written request from IPS.

8.07 Surrender of the Facilities. On the termination of this Agreement, Operator shall leave the Facilities in good condition and repair. Operator shall return and surrender to IPS all keys, security access cards, mail box keys, and keys to interior doors and improvements that were provided to Operator by IPS. Operator shall remove from the Facilities all of its trade fixtures, operating equipment, furniture, and other personal property, and shall repair any damage occasioned by any such removal not later than the termination date of this Agreement. In no event shall Operator remove any Furnishings, Facilities, or personal property provided by IPS. The obligations under this Section shall survive the termination of this Agreement.

8.08 Possession. Operator currently has possession of the Facilities pursuant to the 2015 Agreement, and shall have the right to continued possession of the Facilities pursuant to the terms of this Agreement as of the Possession Date.

8.09 Services. IPS agrees to furnish the following services related to the Facilities (the “Services”) in a manner in which such services are customarily provided in schools that IPS operates:

- (a) Hot and cold water;
- (b) Sanitary sewer service;
- (c) Electrical and gas service;
- (d) Heating, ventilating and air conditioning (“HVAC”) service during the hours of 7:00 a.m. to 7:00 p.m. during normal school days for the School (“School Hours”), and during a reasonable number of activities and events related to the School that occur outside of School Hours (“Special Events”) and in accordance with the IPS Energy Savings initiatives. HVAC service shall be available for additional non-School Hours that are not Special Events provided

that Operator shall reimburse IPS for the excess costs of such service based on a per hour rate reasonably established by IPS as an estimate of the costs of such service, and if the establishment of such rate becomes necessary, it shall be separately negotiated between the Parties on an annual basis;

- (e) Fire protection sprinkler system; and
- (f) Intercom and bell services.

Except as otherwise set forth in this Agreement or expressly agreed to in writing by the Parties, such Services shall be provided by IPS at no cost to Operator.

8.10 Facilities Security and Related Information Technology. The Parties hereby acknowledge and agree that IPS shall provide services relating to security for the Facilities as set forth in this Section 8.10. Except as otherwise set forth in this Agreement or expressly agreed to in writing by the Parties, such services relating to security shall be provided at no cost to Operator. IPS shall provide Operator with access control cards to the Facilities in substantially the same manner as it provides such cards at IPS' other schools, and Operator shall be responsible for distributing and maintaining such cards. Operator shall be permitted to use, at its sole discretion, the security equipment located within the Building, which is not to be used with regard to IPS' security obligations as set forth below. Such security equipment shall be included in the term Furnishings. Notwithstanding the foregoing, IPS security cameras shall remain in the current locations, subject to relocation of such cameras by IPS from time to time. IPS shall provide security and emergency notice services in a manner consistent with its procedures for other IPS schools, as established from time to time. IPS shall be responsible for the maintenance and repair of fire monitoring and access control equipment in a manner consistent with its practice for other IPS schools and subject to reasonable restrictions established by Operator. IPS' obligations under this Section are conditioned on Operator providing any special electronic bridge access required to be compatible with IPS' system and other access and information related to the security systems required to ensure IPS' ability to monitor and maintain the above referenced security and emergency notice systems equipment for the Facilities. Operator and IPS shall cooperate with regard to their security equipment and related information technology systems to ensure compatibility. IPS shall provide bridge access to the security systems, including camera monitoring, HVAC, door access control, and fire systems as customarily provided to other IPS schools. The Parties shall cooperate to develop a communication protocol allowing for notification of IPS in case of an emergency regarding the Facilities or in case of a security breach regarding the Facilities during non-School Hours. Operator shall provide IPS with a list of security equipment purchased and shall collaborate with IPS to insure consistency between Operator's and IPS' standard security equipment and needs. IPS shall not be responsible for any costs incurred by Operator in purchasing security equipment, nor for any additional costs resulting from the use or the inconsistency of the security systems. IPS Police shall be made available to Operator for emergencies at the School. Operator shall continue to have and comply with all obligations for student safety that it has pursuant to Applicable Law.

8.11 Technology Services, Equipment, and Support.

(a) If Operator elects to obtain network and device support services from IPS, then IPS shall be responsible for providing, repairing, and maintaining technology infrastructure

within the Facilities, including wireless access points and switches, and Operator shall pay IPS for such services at the then standard rate charged by IPS for such services. If Operator elects to obtain network and device support services from a provider other than IPS, Operator shall at its own cost establish internet access at the School that is reasonably comparable to such access at other IPS schools and be responsible for providing, maintaining, and repairing technology infrastructure within the Facilities. Upon request by IPS, Operator shall provide IPS with information regarding the information technology infrastructure Operator is using at the School to allow IPS to perform its obligations under this Agreement, and IPS will access Operator's internet and communication systems only to the extent reasonably required for IPS to provide services pursuant to this Agreement.

(b) Audio visual equipment owned by IPS and located at the Facilities as of the Possession Date, including projectors, screens, and document cameras, and computing and related equipment, such as desktops, tablets, laptops, and printers, shall be Furnishings as defined by this Agreement. IPS shall upgrade such items in a manner reasonably comparable to upgrades at similarly situated IPS schools. If Operator elects to obtain network and device support services from IPS, IPS will support and manage such devices in a manner reasonably comparable to its support and management at similarly situated IPS schools.

(c) IPS shall maintain and service all phone lines in a manner consistent with that of other IPS schools, and Operator shall maintain the current phone number in use at the Building.

(d) Operator shall have access to IPS student information systems reasonably equivalent to such access provided to similarly situated IPS schools.

8.12 Snow and Ice Removal. If the Parties contract for IPS custodial services to be used at the School, IPS shall provide as part of such services snow and ice removal from the sidewalks, parking areas, and driveways at the Facilities during School Hours in a manner which will be at a standard that is at least equal to that provided by IPS for similarly situated IPS schools.

8.13 Suspension of Services. IPS reserves the right to suspend service of the HVAC, electrical, gas, water, plumbing, or other mechanical systems in the Building, and sweeping and maintenance of the Facilities, when necessary by reason of governmental regulations, civil commotion or riot, accident or emergency, or for repairs, alterations, or improvements which in the reasonable judgment of IPS are necessary, or for weather or any other reason beyond the power or control of IPS. IPS shall not in any way be liable or responsible to Operator for any loss or damage or expense which Operator may sustain or incur if, because of conditions beyond IPS' control, the quantity or character of any utility service is changed or is no longer available or suitable for Operator's requirements. IPS shall make commercially reasonable efforts to ensure that the utility services or mechanical systems are reinstated as soon as reasonably possible. IPS shall use commercially reasonable efforts, consistent with its procedures at other IPS schools, to complete all repairs, alterations, and maintenance in a manner that is calculated to avoid any material interference with the operation of the School.

8.14 Excessive Use. In the event that Operator's use of the Facilities results in Services being used in excess of that which is reasonable and customary for a similarly operated school in a building owned by IPS of a similar age and condition with an academic program

substantially similar to the School's academic program, IPS shall provide to Operator written notice of such excessive use, which shall include an explanation as to why IPS contends the use is excessive. If such excessive use by Operator is not discontinued within 30 days after Operator receives such notice, IPS may charge Operator for the costs of such excess Services as determined by IPS, acting reasonably and in good faith, with payment due to IPS within 30 days of Operator's receipt of the written invoice for such Services. If IPS reasonably determines that Operator's use of the School resulted in electrical, gas, water, or sewage usage that can be shown to exceed the usage at comparable schools operated by the IPS, with an academic program substantially similar to the School's academic program, IPS shall be entitled to install, at Operator's expense, meters, submeters, or other measuring devices to determine the consumption of such Services in the Facilities.

8.15 IPS' Maintenance and Repair Obligation. IPS shall keep the foundation, walls, exterior windows, and exterior and interior doors (including window and door frames, door hardware, opening and closing systems, and plate glass in said windows and doors), structural columns, HVAC and fire protection, and security equipment and systems relating to or serving the Facilities, to the extent they are IPS' obligation to provide under this Agreement, wherever located, and data cables, gas, electrical, water, and sanitary sewer systems and equipment relating to or serving the Facilities, in good condition and repair. In addition, IPS shall keep the parking areas, driveways, sidewalks, entryways, loading docks, roof, gutters, and downspouts in or adjacent to the Facilities, or used by Operator in connection with its operation of the School, in good condition and repair. Any maintenance, repairs, or replacements to such matters made necessary by any negligence or willful misconduct of Operator, its agents, employees, invitees, or students attending the School (collectively, "Operator's Affiliates") shall be paid for by Operator. IPS, at reasonable times and without prior notice, may inspect and make repairs to the Facilities as IPS reasonably may deem necessary, and to alter, improve, or repair any portion of the Facilities. IPS shall use reasonable efforts to restrict inspections and repairs requiring entry into the Facilities to other than the School Hours, or to otherwise perform the same so as to avoid any material interference with the operation of the School in the same manner as it does for other IPS schools. IPS shall perform its maintenance and repair obligations, including any scheduled renovations of the Building, in a manner reasonably comparable to the way in which it maintains and repairs buildings in which other IPS schools are located. Except as otherwise set forth in this Agreement or expressly agreed to in writing by the Parties, IPS shall perform its maintenance and repair obligations under this Agreement at no cost to Operator.

8.16 Operator's Maintenance and Repair Obligation. All maintenance, repairs, or replacements relating to fixtures, furnishings and equipment serving the Facilities which are not the obligation of IPS under this Agreement shall be the obligation of Operator and shall be made by Operator at Operator's sole cost and expense. Operator shall keep the Facilities in good repair and order at all times, subject to normal wear and tear.

8.17 Alterations. Except as otherwise agreed by the Parties in writing, Operator shall not paint, decorate, install canopies or awnings, or in any way change the Building exterior (or the appearance thereof). No remodeling, additions, alterations, or structural change shall be made in the Building by Operator without the prior written consent of IPS, which shall not be unreasonably withheld. Operator shall have the right to install all furniture, furnishings, equipment and signage it reasonably deems necessary or desirable for its operation of the School, all at no cost to IPS. No additions to the existing Building or the construction of new buildings

by Operator shall be permitted, unless otherwise permitted by this Agreement. Operator may attach non-permanent materials and fixtures to the walls of the Facilities. Upon the expiration or earlier termination of this Agreement, Operator may remove any non-permanent materials and movable fixtures that it installed that are not permanently attached to real property. Any improvements, furnishings, and equipment installed on the Building shall be maintained by Operator, at Operator's expense, in good condition and repair. All permitted alterations, changes, partitions, and installations of improvements (the "Alterations") shall be performed by a contractor duly licensed by the state or local authority responsible for licensing building contractors and approved by IPS, such approval not to be unreasonably withheld. Any Alterations that Operator caused to be made pursuant to, and in compliance with, the 2015 Agreement shall be considered Alterations made pursuant to and governed by this Agreement. Operator hereby agrees to indemnify and save harmless IPS from any and all costs or expenses, including reasonable attorneys' fees, that IPS may incur by reason of any claim for labor performed or material furnished or violation of any federal, state, or local statute, regulation, code, ordinance, or other law that may arise by reason of the installation of any Alterations or fixtures, equipment, or partitions by Operator as herein provided. No installation of, repair to, or other activity concerning equipment within or other Alterations made to the Building by, on behalf of, or at the direction of Operator shall: (a) adversely affect the structural integrity of the Building; (b) impair or affect the weather-tight condition of the roof or decrease the roof's useful life; (c) overload electrical circuits or equipment; (d) overload or unreasonably burden plumbing, water, or sanitary sewage disposal facilities; (e) overload, unreasonably burden, or otherwise adversely affect heating, air conditioning, and other mechanical facilities or equipment; or (f) otherwise affect the Building in any materially adverse way. Any and all personal property and unattached equipment installed by, on behalf of, or at the direction of Operator may be removed at the termination of this Agreement, provided that Operator shall repair any and all damage caused by the removal of any such personal property or unattached equipment. Any personal property and unattached equipment remaining in the Building upon termination of this Agreement shall, if not removed within 10 days after written demand from IPS to Operator to remove the same, at IPS' option in its sole discretion, become the property of IPS, and IPS may retain or dispose of such personal property and unattached equipment in its sole discretion and without liability to account to Operator; provided, Operator shall reimburse IPS for the costs of storing or disposal of such personal property or unattached equipment. Operator shall submit to IPS detailed plans and specifications in connection with any Alterations and evidence that said plans and specifications are in compliance with Applicable Law. If such Alterations are not in compliance with Applicable Law, Operator shall, at Operator's cost, make such modification or alteration to the completed Alterations as shall be required to bring the same in compliance with Applicable Law. IPS' consent to the plans and specifications, or any work proposed or completed by Operator, shall not be deemed a representation or affirmation regarding compliance with any such Applicable Law. In any event, Operator shall not remove any improvements and shall surrender the Facilities at the end of the Term in good condition and repair, ordinary wear and tear and damage by casualty or condemnation excepted.

8.18 Signage. All of Operator's exterior signage and interior signage visible from outside the Building shall be subject to approval of IPS. Without limiting the foregoing, the Parties agree that the School shall be known as "Phalen Leadership Academy at Francis Scott Key 103," and further agree to refer to the School by such name, including without limitation, in any written materials.



8.19 Environmental. Except for “Hazardous Materials” (as such term is defined herein) stored or used in the ordinary course of Operator’s operation of the School and in compliance with Applicable Law, Operator shall not cause or permit any Hazardous Materials to be brought, used, stored, generated, or disposed of on, in, under, or about the Facilities, by Operator or Operator’s Affiliates in violation of any “Hazardous Materials Laws” and shall operate from the School in full compliance with all “Hazardous Materials Laws,” as defined below. Operator shall be solely responsible for the violation of Hazardous Materials Laws caused by Operator’s or Operator’s Affiliates. IPS shall be solely responsible for the violation of Hazardous Materials Laws caused by IPS or its employees, agents or contractors. The term Hazardous Materials means and includes, without limitation, any flammable explosives, radioactive materials, asbestos, organic compounds considered to be hazardous (including those organic compounds known as polychlorinated biphenyls), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, as such substances are defined or included in the definition of “hazardous substances,” “hazardous wastes,” “extremely hazardous wastes,” “hazardous materials,” or “toxic substances” under the Hazardous Materials Laws. The term Hazardous Materials Laws shall mean and include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and the Safe Drinking Water Act, as the same may be amended from time to time, as well as any similarly related federal, state and local laws and ordinances, and regulations now or hereafter adopted or promulgated pursuant thereto. Operator’s and IPS’ obligations under this Section shall survive the expiration or earlier termination of this Agreement.

8.20 Liens. Except as provided in the next sentence, Operator shall not through its actions allow the Facilities to become subject to any security interest, lien, charge, or encumbrance whatsoever. If any mechanic’s lien, materialmen’s lien, or other lien is placed against the Facilities as a result of Operator’s actions, or those of Operator’s Affiliates, Operator shall, within 40 days after notice thereof, remove same or cause the same to be released and discharged of record by posting a bond with the appropriate court of law in the amount of the lien. Operator shall indemnify and hold IPS harmless in the event of any default by Operator under this provision, which indemnification shall survive the expiration or sooner termination of this Agreement.

8.21 Casualty. In the event the Building or other Facility is partially or totally destroyed by fire or other casualty, then, subject to the following terms of this Section, IPS shall repair or restore the same to substantially the same condition as existed prior to such fire or other casualty. Notwithstanding the foregoing provision, in the event the Building or other Facility is partially or totally destroyed by fire or other casualty, and such damage will result in uninsured costs in excess of \$100,000 to repair or restore, IPS in its sole discretion shall have the option to either rebuild and repair the Building or other Facility or to terminate this Agreement. IPS shall give notice in writing to Operator of IPS’ election to rebuild and repair or to terminate this Agreement, as the case may be, within 30 days of the happening of the event of destruction or damage (“IPS’ Casualty Election”). IPS shall use all commercially reasonable efforts to provide temporary space in another school owned or run by IPS and, if reasonably possible, located within a radius of 5 miles of the Building, for Operator following a casualty loss unless IPS has elected to terminate as permitted above; provided, however, that IPS shall have no obligation to provide temporary space for Operator if the period in which the Building or other Facility is

unavailable for Operator's use is 10 days or less. If the Building or other Facility is rendered partially or wholly untenable from fire or other casualty, and if IPS does not provide temporary space, Operator shall have the option to terminate this Agreement, so long as Operator provides written notice to IPS of Operator's exercise of the option to terminate within 30 days of receipt of IPS' Casualty Election. In the event IPS elects to rebuild and repair and Operator does not exercise its option to terminate, IPS shall proceed with the same as soon as practical and in all events shall use commercially reasonable efforts to cause such rebuilding and repair to be completed to substantially the same condition as existed prior to such destruction as soon as is reasonably possible.

8.22 Eminent Domain. If the whole or any material part of the Building or Facilities shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, this Agreement shall terminate as of the later of (a) the day possession shall be taken by such public or quasi-public authority or (b) 90 days following Operator's election to terminate, which election shall be available to Operator at any time after notice of the planned taking or acquisition is given. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Facilities, shall be the sole property of IPS, and Operator hereby assigns to IPS all of Operator's right, title, and interest in and to any and all such compensation; provided, however, that IPS shall not be entitled to any award specifically made to Operator for the taking of Operator's furniture, furnishings, and improvements. IPS represents and warrants that to its knowledge no eminent domain action is currently pending or contemplated with respect to the Building or the Facilities.

8.23 Taxes. The Building and Land are currently exempt from all real estate taxes. To the extent that any real estate taxes are assessed against the Building and Land during the Term of this Agreement, IPS shall be responsible for paying such taxes. Operator shall be responsible for all taxes imposed on Operator's own fixtures, equipment, and other personal property.

8.24 Force Majeure. In the event that IPS or Operator is delayed, hindered in, or prevented from doing or performing any act or thing related to the Facilities required by this Agreement by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of such Party, then such Party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however that the foregoing shall not limit IPS' obligations under Sections 8.22 and 8.23.

8.25 No Lease. The Parties acknowledge and agree that this Agreement is not a lease, provides no real estate interest in the Building or Land, and provides to Operator merely a right to possession of the Facilities for the limited and exclusive purpose of operating the School.

8.26 Master Facilities Plan. The Parties acknowledge that IPS is in the process of preparing a strategic plan, which may include a facilities optimization study and portfolio planning process, regarding the best and most efficient use of its facilities ("Master Facilities Plan"), and that the Facilities will be included in the Master Facilities Plan. The Parties agree that, under the circumstances set forth in this Section 8.26, IPS has certain additional rights and obligations with respect to the Facilities as follows:

(a) Use and Possession. Unless the Parties otherwise agree in writing, IPS may not dispose of the Building or Facilities, by declaring them as surplus pursuant to the Master Facilities Plan or otherwise, during the initial two years of the Initial Term of this Agreement. If IPS determines that the Building and/or Facilities should be declared surplus or disposed of after the initial two years of the Initial Term of this Agreement, IPS shall give written notice of such determination to Operator by no later than October 31. If IPS provides such notice, Operator shall have the right to continue to operate the School in the Building for the remainder of the School Year in which such notice is provided and through the end of the immediately subsequent School Year (“Continuation Period”). Operator shall have 10 business days after receiving such notice to inform IPS in writing as to whether it wishes to engage in negotiations to purchase the Building and/or Facilities to be declared as surplus or otherwise disposed of. If Operator elects to engage in such negotiations, then for a period of no fewer than 120 days after Operator has provided IPS with such written notice, Operator shall have the exclusive right to negotiate with IPS for the purchase of the Building and/or Facilities, and the Parties shall conduct any such negotiations in good faith. If no such agreement for the purchase by Operator of the Building and/or Facilities is reached, and the Parties do not otherwise agree on a new location for the School, then this Agreement shall terminate as of the end of the Continuation Period.

(b) Relocation. Unless the Parties otherwise agree in writing, IPS may not relocate the School from the Building during the initial two years of the Initial Term of this Agreement. If IPS concludes it is reasonably likely that the Building will for any reason, other than those reasons set forth in Subsection 8.26(a) above, be unavailable to Operator for operation of the School after the initial two years of the Initial Term of this Agreement, then (i) IPS shall give written notice to Operator of such conclusion by no later than October 31, (ii) Operator shall have the right to continue to operate the School in the Building for the remainder of the School Year in which the notice is provided and through the end of the immediately subsequent School Year (“Notice Period”), and (iii) the Parties shall negotiate in good faith to agree upon a mutually acceptable new location for the School. If no such agreement on a new location for the School is reached, then this Agreement shall terminate as of the end of the Notice Period.

(c) Co-location. IPS shall not co-locate an IPS program or school in the Building during the initial three years of the Initial Term of this Agreement. IPS may co-locate an IPS program or school in the Building only if the enrollment count of the School places the school at below 65% utilization rate on the State of Indiana Fall ADM Count Date for two consecutive years, and any such co-location of a program or school in the Building may not interfere with Operator’s operation of the School. If such co-location does occur pursuant to this Subsection 8.26(c), the Parties shall work together in good faith to agree on a reasonable allocation of space in the Building for operation of the School and operation of the co-located IPS program or school.

(d) School Year. For purposes of this Section 8.26, a “School Year” means the period of time from July 1 through June 30.

## ARTICLE IX: FINANCIAL MATTERS

9.01 Monthly Payment. Beginning on July 1, 2020, and during the Term of this Agreement, IPS shall pay Operator a monthly payment (“Monthly Payment”) that is equal to (a)

one-twelfth of the average annual amount of state basic tuition support and complexity grant funding that IPS then receives from the State of Indiana per student (“IPS Per Pupil Average”) (b) multiplied by the number of students reported in the most recent Average Daily Membership (“ADM”) count for the School. The Parties acknowledge that the IPS Per Pupil Average for the 2020-21 school year is anticipated to be \$7,249.81 per student. The Parties acknowledge that the IPS Per Pupil Average may increase or decrease during the Term of this Agreement based on changes in the State of Indiana’s school funding formula. The Parties agree that, until the School’s first ADM count in its first year of operation, IPS will pay Operator a Monthly Payment based on the School’s projected enrollment, and that such payments will be subject to a subsequent true-up based on the School’s actual ADM count and characteristics of the School’s student population. The Parties further agree that if, subject to a change in state law, Operator becomes entitled to additional state funding based on its status as a charter school or Innovation Network Charter School, IPS will pay such additional state funding to Operator. Beginning on July 1, 2020, and during the Term of this Agreement, IPS may deduct from each Monthly Payment the sum of \$2,083.00 (\$ 24,996.00 total annual sum) to offset certain costs and expenses the Parties agree that IPS has incurred, and will incur, with respect to the School (the “Reimbursement Payment”); provided, however, that the total combined monthly amount of Reimbursement Payments that Operator is required to pay IPS under all Innovation Network School and Innovation Network Charter School Agreements between the Parties shall not exceed \$2,083.

9.02 Additional State Funding. During the Term of this Agreement, if IPS receives additional funds from the State of Indiana based on the characteristics of the students who attend the School, other than state basic tuition support and complexity grant funding, solely because Operator and IPS have executed this Agreement and the School is operated an Innovation Network Charter School (“Additional State Funds”), IPS shall pay such Additional State Funds to Operator. Such Additional State Funds may include, without limitation, funding for textbook reimbursement, special education, and ESL. Unless otherwise agreed by the Parties in writing, IPS shall not withhold the Reimbursement Payment or any other fee from the Additional State Funds.

9.03 Direct Payments and Offsets. The Parties agree that if Operator receives direct payments of (a) basic tuition support or complexity grant funding directly from the State of Indiana, then such payments shall offset IPS’ obligation to make the Monthly Payment, or (b) Additional State Funds, then such payments shall offset IPS’ obligation to make payment of Additional State Funds. IPS’ obligation to make such payments shall be offset in an amount that is equal to, and does not exceed, the amount that Operator receives from the State of Indiana.

9.04 Timing of Payments. IPS shall pay Operator (a) the Monthly Payments by electronic funds transfer no more than 3 business days after receiving payment of state basic tuition support and complexity grant funding from the State of Indiana, and (b) any Additional State Funds no more than 3 business days after IPS receives such Additional State Funds from the State of Indiana.

9.05 ADM. The ADM for the School and IPS shall be determined pursuant to Applicable Law then in effect. Operator shall report the ADM to IPS in a timely manner as

required by Applicable Law. Operator represents and warrants that the ADM it reports to IPS shall be complete and accurate.

9.06 ESEA Funding. To the extent not already received directly by Operator for use in the School, Operator shall receive applicable federal Elementary and Secondary Education Act (“ESEA”) funds, including without limitation Title I, Title II, Title III, and Title IV funds, in the same manner, and pursuant to the same criteria, that other IPS schools receive such funds. Operator shall comply with Applicable Law in its use of any ESEA funds it receives. Unless otherwise agreed by the Parties in writing, IPS shall not withhold the Reimbursement Payment or any other fee from any such ESEA funds.

9.07 Philanthropic Gifts. Any funds received by a Party through philanthropic gifts, grants, or donations from individuals or nongovernmental organizations shall be the sole property of the Party that received them. Operator may, with prior approval of IPS, which shall not be unreasonably withheld, erect signage in honor of or tribute to donors. The Parties may agree in writing to engage in joint fundraising efforts and shall allocate any funds raised through such efforts in the manner set forth in such written agreement.

9.08 Additional Governmental Grants. To the extent that additional governmental grant opportunities become available for the benefit of the School, and such grant funds are not already received directly by Operator for use in the School, the Parties may agree in writing to cooperate in attempting to obtain such additional grant funds. Nothing in this Agreement shall preclude Operator from being eligible for grants provided to Charter Schools. Operator shall remain entitled to directly receive all grant funding specific to Charter Schools for which IPS is not eligible, including but not limited to facility funding and charter school grants, and the application for, acceptance of, and use of such grants shall be at the sole discretion of Operator.

9.09 Contracting.

(a) General Contracting. Each Party is responsible for obtaining, contracting with, and paying its own vendors for goods it acquires and services it provides under this Agreement.

(b) Purchasing and Procurement. Each Party will be subject to the purchasing and procurement laws and requirements applicable to that Party.

9.10 Accounting. Operator shall comply with generally accepted fiscal management and accounting principles required by the Charter and Applicable Law.

9.11 Audits. Operator shall provide to IPS a copy of any financial audit that Operator provides to its Charter Authorizer, the IDOE, the State Board of Accounts, or any other governmental or regulatory body

9.12 Tax Matters. Operator agrees that it is not entitled to, and will not, take any tax position that is inconsistent with being a “service provider” (as such term is defined in IRS Revenue Procedure 2017-13) to IPS with respect to the Facilities.

## ARTICLE X: COMMUNICATIONS

10.01 Media. The Parties shall reasonably cooperate in responding to any media communications regarding the School or its operation.

10.02 Communications. Operator shall provide notice as soon as practicable to IPS of (a) any issue or event concerning the safety of students attending the School, (b) any litigation, arbitration, or other proceeding filed or threatened to be filed against Operator in any way connected with the School or Facilities, or (c) any other matter that reasonably could have a material impact upon Operator's ability to perform its obligations under this Agreement.

#### ARTICLE XI: ADDITIONAL SERVICES

11.01 Transportation. At no cost to Operator, IPS shall provide transportation on school days to students who are enrolled in the School and who reside in the School's Attendance Area in substantially the same manner and upon the same schedule that transportation is customarily provided to students who attend other schools operated by IPS, including without limitation transportation for field trips, non-program activities, electives, and extra-curricular activities for the School's students to substantially the same extent and in substantially the same manner that IPS provides transportation for students in other IPS schools. If Operator elects to provide transportation services with a provider other than IPS, then it must give notice of such election to IPS no later than April 1 of the year in which it makes such election, and such services must be provided in a manner reasonably comparable to the manner in which IPS provides such services to students attending similarly situated IPS schools and in accordance with Applicable Law. The Parties agree that the School's students waiting for or travelling in transportation provided by IPS remain subject to the School's applicable rules, regulations, and code of conduct, and that the Parties will cooperate with respect to any discipline that relates to a student's ability to travel in IPS transportation. In the event there is an accident or other incident concerning student safety that occurs while the School's students are travelling in transportation that IPS provides, IPS will promptly notify Operator.

11.02 Food Services. If the Parties agree that IPS will provide food services at the School, then IPS shall provide such services at a level comparable to which it provides services to other schools as a vendor, and shall receive all revenue related to its provision of such services, and Operator shall provide to IPS all information reasonably necessary for IPS to provide such services, including without limitation, all demographic information required by law for all students enrolled in the School to qualify for and participate in the free and reduced price breakfast, lunch, and such programs; provided, however, that IPS shall not be required as part of such services to provide personnel for serving food to students, and Operator shall be solely responsible for providing such personnel. If Operator elects to provide food services with a vendor other than IPS, such services must be provided in a manner reasonably comparable to the manner in which IPS provides such services to students attending similarly situated IPS schools and in accordance with Applicable Law.

11.03 Office and Classroom Supplies. IPS shall allow Operator to purchase office and classroom supplies from IPS to the extent such purchases are permissible under contracts to which IPS is a party and by Applicable Law.

11.04 Additional Services. If Operator wishes to contract with IPS for additional services to be provided by IPS, including without limitation custodial services, it must notify IPS

that it wishes to do so by no later than April 1 prior to the next school year. In the event that Operator provides such notice, the Parties will reasonably work together in good faith to reach an agreement on the terms under which IPS will provide such additional services.

11.05 Cost of Goods and Services. To the extent IPS provides any goods or services to Operator related to the School, whether pursuant to this Agreement or otherwise, IPS may not charge Operator more for such goods or services than IPS pays for them. The Parties acknowledge that IPS is not charging Operator more for the goods or services IPS is providing under this Agreement than IPS pays for them.

## ARTICLE XII: PROGRAM EVALUATION AND REPORTS

12.01 Accountability Data. A copy of all accountability data provided to the Operator's Charter Authorizer will be provided to IPS on the same schedule as provided to the Charter Authorizer, as well as additional data required via the IPS Innovation Reporting Calendar, which is updated annually. IPS will also have access to Learning Connection or similar state data log-in for the school.

12.02 Financial Data. A copy of all financial data provided to the Operator's Charter Authorizer will be provided to IPS on the same schedule as provided to the Charter Authorizer, as well as additional data required via the IPS Innovation Reporting Calendar, which is updated annually.

12.03 Program Reports and Evaluation. A copy of all program reports and evaluations provided to the Operator's Charter Authorizer will be provided to IPS on the same schedule as provided to the Charter Authorizer, as well as additional data required via the IPS Innovation Reporting Calendar updated annually.

12.04 Additional Information. If IPS reasonably requires additional information regarding the School to evaluate Operator's performance under this Agreement, including academic or financial information, IPS may request such information, and Operator shall not unreasonably refuse such request.

## ARTICLE XIII: INTELLECTUAL PROPERTY

13.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by IPS for the School shall be owned by IPS, and any materials created exclusively by Operator for the School shall be Operator's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

13.02 Name. Operator owns the intellectual property right and interest to the name Phalen Leadership Academy at Francis Scott Key School 103. During the Term of this Agreement, Operator grants to IPS a non-exclusive non-assignable license to use the name as it relates to the School and the relationship the Parties have pursuant to this Agreement.

## ARTICLE XIV: INSURANCE AND RISK OF LOSS

14.01 Insurance Coverage. Operator shall secure and keep in force during the Term of this Agreement insurance coverage in the manner required by the Charter. IPS shall be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. IPS shall maintain insurance coverage applicable to any services it provides at the School in substantially the same manner as it maintains such insurance with respect to other IPS schools. Notwithstanding the foregoing requirement regarding insurance coverage, IPS shall have the right to self-insure part or all of said insurance coverage in IPS' sole discretion. In the event IPS elects to self-insure all or any part of any risk that would be insured under the coverage described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, IPS shall make funds available to the same extent that they would have been available had such insurance policy been carried.

14.02 Form of Policies. All of Operator's insurance policies shall be issued by insurance companies qualified to operate in Indiana and otherwise reasonably acceptable to IPS. Such policies shall name IPS, and such other related parties as IPS elects, as additional insured. Evidence of insurance shall be delivered to IPS within 30 days of IPS' request.

14.03 Indemnification. Subject to the policy limits of the insurance coverage required by this Agreement, Operator will protect, defend, indemnify, and save harmless IPS from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of Operator, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement. Subject to the policy limits of the insurance coverage required by this Agreement, IPS will protect, defend, indemnify, and save harmless Operator from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of IPS, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement.

14.04 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within 30 days. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within 30 days of such occurrence.

14.05 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

14.06 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Indiana that have an A.M. Best Rating of "A" or better.

14.07 Transportation. IPS will name Operator as an additional insured under its insurance policy applicable to its provision of transportation services under this Agreement and, if IPS contracts with a third party to provide such transportation services, IPS will use its best efforts to have Operator named as an additional insured under such third party's applicable



insurance policy. If Operator contracts with a third party to provide such transportation services, Operator will use its best efforts to have IPS named as an additional insured under such third party's applicable insurance policy.

14.08 Waiver. Notwithstanding anything contained in this Agreement to the contrary, Operator and IPS hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Facilities, its contents, or other portions of the Facilities which is required to be insured against by this Article XIV, including, without limitation, the negligence of Operator or IPS, as applicable. The property insurance policies maintained by each of the Parties as provided in this Agreement shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Operator and IPS, as applicable.

#### ARTICLE XV: SAFETY OF STUDENTS

15.01 Health and Well-Being of Students. The Parties agree to use their best efforts to reasonably cooperate to the extent it is necessary to protect the safety and well-being of students enrolled in the School pursuant to the terms of this Agreement, the Charter, and Applicable Law.

#### ARTICLE XVI: IMMUNITY

16.01 No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity to which IPS, the School, Operator, or any individual or entity is entitled under Applicable Law.

16.02 Mutual Release from Liability. To the extent permitted by Applicable Law, each Party will release the other Party and all of its respective employees, officers, directors, trustees, subcontractors, and agents from any losses, liabilities, damages, and claims that may arise out of, or by reason of, any act or omission of the releasing party under this Agreement. This mutual release applies only to the extent that it reiterates existing law and enforces each Party's obligations as may be permitted by law. This mutual release does not and shall not be construed to expand or increase the liability or scope of its liability of either Party, and does not and shall not apply to the Parties' insurance and indemnification provisions set forth in Article XIV. To the extent that this provision purports to create liability or potential liability on the part of either Party beyond its legal authority or power to incur liability, this Section 16.02 is invalid.

#### ARTICLE XVII: TERM OF THE AGREEMENT; TERMINATION

17.01 Term. The initial term of this Agreement shall begin on the "Commencement Date" and end on June 30, 2025 ("Initial Term"). The Agreement shall automatically renew for successive five-year terms (each a "Renewal Term") unless a Party provides written notice to the other Party not less than 180 days prior to the expiration of the Initial Term, or the then current Renewal Term, that it does not wish to renew the Agreement for a Renewal Term. As used herein, a "Term" includes the Initial Term and any and all Renewal Terms. This Agreement is subject to the Termination provisions below.

17.02 Termination.

(a) Termination Rights of Both Parties. Either Party may terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within 30 days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

(b) Material Breach: For purposes of Section 17.02(a), a “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by Operator to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, or meet the Educational Goals required by this Agreement.

(c) Termination by Mutual Written Consent. This Agreement may be terminated by mutual consent of both Parties, without penalty to either Party, with such termination to be effective at such time, and upon such other terms, as set forth in such written consent.

(d) Termination Related to Academic Performance. IPS may terminate this Agreement if the School is placed in one of the lowest two categories of school improvement for three or more consecutive years in which it is operated by Operator. A termination under this Section 17.02(d) shall be effective at the end of the then current school year so long as notice of such termination is provided no later than 180 days prior to the end of the then current school year.

(e) Loss of Charter. This Agreement may be terminated by IPS immediately upon the termination, revocation, expiration without renewal, or loss of the Charter. For purposes of this Section 17.02(e), a “revocation” of the Charter shall occur on the date that the Charter Authorizer notifies Organizer that the Charter has been revoked.

(f) Bankruptcy; Dissolution. This Agreement will terminate immediately upon the (i) filing by any Party of a voluntary petition in bankruptcy; (ii) adjudication of such Party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors’ rights generally; (iv) appointment of a receiver, trustee or other similar official of such Party or its property; or (v) the dissolution of its corporate entity.

(g) Change in Applicable Law. If any change in Applicable Law is enacted after the Commencement Date will have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party may, at its election and upon written notice to the other Party, terminate this Agreement or request renegotiation of this Agreement for purposes of complying with such changes in Applicable Law, with any such renegotiation to be undertaken in good faith. If the Party elects renegotiation and the Parties are unable to renegotiate and agree upon revised terms within 30 days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given. A termination under this Section 17.02(g) shall be effective (i) at the end of the then current school year so long as notice of such termination is provided by no later than 180 days prior to the end of the then current school year, or (ii) at the end of the following school year if

notice of such termination is provided fewer than 180 days prior to the end of the then current school year.

(h) Effective Date of Termination. Unless expressly provided otherwise, any termination pursuant to this Article XVII shall be effective at the end of the then current school year; provided, however, that any termination may be made effective immediately upon written notice if such immediate termination is necessary to protect the health, safety, or welfare of students.

17.03 Effect of Termination. In the event of termination under this Agreement, each Party's obligations to the other with respect to the School shall terminate, except that any obligations that are imposed by Applicable Law, contemplated as surviving termination, or reasonably necessary to wind down the Parties' relationship created by this Agreement, including without limitation finalizing any reporting requirements imposed by Applicable Law or this Agreement, record retention requirements, reimbursement for damaged furniture or equipment, and payment owed for time periods prior to termination but not yet paid, shall survive termination. Termination of this Agreement shall not amount to a waiver of any cause of action, for breach of this Agreement or otherwise, that either Party may have against the other.

## ARTICLE XVIII: GENERAL AND MISCELLANEOUS PROVISIONS

18.01 Entire Agreement. The terms and conditions of this Agreement, including the Exhibits, which are incorporated herein, constitute the entire agreement between the Parties with respect to the School and all other matters addressed herein, and this Agreement supersedes all prior discussions and agreements, whether oral or written, regarding the subject matter of this Agreement.

18.02 Jurisdiction and Venue. Each Party consents and submits to the jurisdiction of the state and federal courts located in the State of Indiana for purposes of any action, suit, or proceeding arising out of or relating to this Agreement and agrees that exclusive venue for any action, suit, or proceeding arising out of or relating to this Agreement shall be in the state or federal courts located in Marion County, Indiana.

18.03 Governing Law. The laws of the State of Indiana, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

18.04 Counterparts, Facsimile Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one Agreement.

18.05 Official Notices. All notices and other communications required by the terms of this Agreement must be in writing and sent to the Parties hereto at the addresses set forth below. Unless otherwise agreed in writing by the receiving Party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) electronic mail if sent to the email address set forth below; or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given two

school days after mailing as described in clauses (i) and (ii) above, on the date of personal delivery, or on the date of email transmission if on a business or school day during normal business hours (or, if not, the next succeeding business day). The addresses of the Parties are:

**For IPS:** **Aleesia Johnson**  
**120 East Walnut Street**  
**Indianapolis, IN 46204**

**For Operator:** **Earl Martin Phalen**  
**1001 Marina Drive, #410**  
**Quincy, MA 02171**

18.06 Assignment. Except as expressly provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld at each Party's sole discretion.

18.07 Amendment. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

18.08 Waiver. No waiver of any provision of this Agreement will be effective unless made in writing, no waiver of any breach of any provision of this Agreement shall be held as a waiver of any other or subsequent breach, and no waiver shall constitute a waiver of any other provision of this Agreement unless otherwise expressly stated.

18.09 Severability. The Parties intend that each provision of this Agreement constitutes a separate agreement between them. Accordingly, the provisions of this Agreement are severable and, in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable.

18.10 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

18.11 No Third-Party Rights. This Agreement is made for the sole benefit of the Parties and their respective successors and permitted assigns. No person or entity who is not a Party to this Agreement shall have, or be deemed to have, any rights under this Agreement or any relationship with either of the Parties by virtue of this Agreement, including without limitation any relationship in the nature of a third-party beneficiary or fiduciary.

18.12 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

18.13 Attorneys' Fees. In addition to any other remedy provided for herein, the predominantly nonprevailing party in any litigation arising out of or relating to this Agreement shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the

predominantly prevailing party in successfully enforcing any covenant or obligation imposed by this Agreement against, or collecting any amounts payable under or pursuant to this Agreement from, the predominantly nonprevailing party in such litigation.

18.14 Remedies Cumulative. The remedies of IPS and Operator provided herein shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided herein.

18.15 Construction. Whenever a word appears herein in its singular form, such word shall include the plural and vice versa; and the neuter gender shall include the masculine and feminine genders. Use of the words “including”, “such as”, or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as “without limitation”, or “but not limited to”, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter. This Agreement shall be construed without reference of titles of Articles or Sections, which are inserted for reference only.

18.16 Due Authorization. The persons executing this Agreement on behalf of Operator covenant and represent that Operator is authorized to conduct business in the State of Indiana. Operator and IPS covenant and represent that the person, partner or member executing this Agreement on behalf of such party is duly authorized to sign and deliver this Agreement.

PHALEN LEADERSHIP ACADEMY-INDIANA, INC.

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

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

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

BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS

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

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

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

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

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

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