

CHARTER  
OF  
JOSHUA ACADEMY, INC.

THIS CHARTER AGREEMENT, made and entered into on the \_\_\_\_ day of May, 2011, by and between **JOSHUA ACADEMY, INC.**, a not-for-profit corporation granted 501 (c) 3 status by the Internal Revenue Service and an “Organizer” as that term is defined in the Indiana Code at 20-5.5-1-9, and the **EVANSVILLE-VANDERBURGH SCHOOL CORPORATION**, an Indiana school corporation, acting by and through its governing body, the Board of School trustees, as a “Sponsor” as the term is defined at I.C. 20-5.5-1-15.

WITNESSETH:

WHEREAS: on May \_\_\_\_, 2011, Joshua Academy, Inc., submitted to the Evansville-Vanderburgh School Corporation its Charter School Proposal pursuant to the terms of Indiana’s Charter School Act, I.C. 20-5.5-1-1, *et seq.*, and

WHEREAS, the Board of School Trustees of the Evansville-Vanderburgh School Corporation at its regular scheduled board meeting of May \_\_\_\_, 2011, unanimously accepted said Proposal, and

WHEREAS, the parties hereto as Sponsor and Organizer wish to set forth this CHARTER representing their agreement for the establishment of Joshua Academy, Inc. as a “Kindergarten- 8<sup>th</sup> Charter School”, it being the intent of this CHARTER to confer certain rights, franchise, privileges and obligations on the Joshua Academy, Inc. as a Kindergarten-8<sup>th</sup> Charter School and to confirm its status as a PUBLIC SCHOOL as that term is defined under the laws of the State of Indiana and the United States of America.

**THEREFORE**, the parties hereto agree as follows:

## TERM

1. Joshua Academy, Inc. will begin school operations under this CHARTER on after August 10, 2011. Students will be in attendance at said Kindergarten- 8th Charter School on or after August 1, 2011.

2. This CHARTER is granted for a period of five (5) school years, to-wit August 1, 2011-July 31, 2012, August 1, 2012- July 31, 2013, August 1, 2013- July 31, 2014, August 1, 2014- July 31, 2015, August 1, 2015- July 31, 2016 (hereinafter variously referred to as “School Year or School Years”).

3. This CHARTER may be renewed for additional school years by and through agreement between a majority vote of the Board of Directors of Joshua Academy, Inc. On or before the end of the month of February in the final year of any agreed term, the parties shall meet to discuss and act upon any such renewal.

4. The Evansville- Vanderburgh School Corporation may revoke this CHARTER prior to the expiration of any term by and through a vote of its members, upon the following grounds:

(a) Failure of the Joshua Academy, Inc. to begin school operations and have students in attendance at said Charter School on or before August 31, 2011.

(b) Failure of Joshua Academy, Inc. to comply with the conditions established in this CHARTER.

(c) Failure of Joshua Academy, Inc. to meet the educational goals set forth in this CHARTER.

(d) Failure by Joshua Academy, Inc. to comply with all applicable laws.

(e) Failure by Joshua Academy, Inc. to meet generally accepted government accounting principles.

5. Notwithstanding anything contained herein to the contrary, before the Evansville Vanderburgh School Corporation shall revoke the CHARTER pursuant to paragraph (b), (c), (d) or (e), it shall give written notice to Joshua Academy, Inc., to any alleged violation and its intent to revoke the Charter, and Joshua Academy, Inc., shall have a period of sixty (60) days to cure the violation as alleged.

### **ACCOUNTABILITY**

1. The Joshua Academy, Inc., shall be held accountable to the Evansville-Vanderburgh School Corporation for achieving its educational mission and goals. Within sixty (60) days after the end of the School Year, Joshua Academy, Inc. shall provide evidence of its compliance with applicable law and its performance in meeting targeted educational goals. Said evidence shall include, without limitation, the following:

(a) Evidence of improvement in assessment measures, including ISTEP, and

(b) Attendance rates, and

(c) Graduation rates.

2. Joshua Academy, Inc. shall report, on an annual basis, the following to the Evansville-Vanderburgh School Corporation:

(a) Attendance records;

(b) Student performance data;

(c) Financial information;

- (d) Any information necessary to comply with state and federal government requirements;
- (e) Any other information specified in this CHARTER.

### **COMPLIANCE WITH OPEN MEETINGS/OPEN RECORDS LAWS**

1. Joshua Academy, Inc. records shall be subject to inspection and copying to the same extent that records of any public school to inspection and copying under I.C. 5-14-3.

2. Records provided by Joshua Academy, Inc. to the Evansville-Vanderburgh School Corporation and/or the Indiana Department of Education that relate to compliance by Joshua Academy, Inc. with the terms of the CHARTER or applicable state or federal laws are subject to inspection and copying in accordance with I.C. 5-14.3.

3. Joshua Academy, Inc. shall be subject to the Indiana Open Door Law, I.C. 5-14-1.5.

### **OPERATING REQUIREMENTS**

Joshua Academy, Inc. shall operate in accordance with all terms and conditions set forth in the Charter School Application submitted to the Evansville-Vanderburgh School Corporation on May \_\_\_\_ 2011. Said Charter School Application is by reference incorporated fully herein as terms of this CHARTER.

## **STUDENT ADMISSIONS AND ENROLLMENT**

1. Joshua Academy, Inc. shall be open to any student residing in Indiana.
2. Joshua Academy, Inc. may not establish admission policies nor limit student admissions in any manner, which the Evansville-Vanderburgh School Corporation could not establish admission policies or limit student admissions except as herein provided.

## **EMPLOYMENT**

1. Individuals who work at Joshua Academy, Inc. are employees of the Joshua Academy, Inc.
2. An individual, who teaches at the Joshua Academy, Inc. must either:
  - (a) Hold a license to teach in a public school in Indiana under I.C. 20-6.1-3-11.
  - (b) Be in the process of obtaining a license to teach in a public school in Indiana under the transition to teaching program set forth in I.C. 20-6.1-3-11.
3. An individual who provides a service to students in a Charter School that is not teaching and for which a license is required under Indiana law, must have the appropriate license to provide such services in Indiana.
4. Joshua Academy, Inc. may employ a substitute teacher or individual who holds a limited license to teach in the same manner in which the Evansville-Vanderburgh School Corporation may employ a substitute teacher or individual who holds a limited license to teach.
5. Joshua Academy, Inc. shall participate in the following:

(a) The Indiana State Teachers Retirement Fund in accordance with I.C. 21-6.1;

(b) The Public Employee's Retirement Fund in accordance with I.C. 5-10.3.

### **FISCAL MATTERS**

1. The parties shall cooperate in good faith to ensure compliance with I.C. 20-5.5-7-3 to the end that each entity receives its accurate proportionate share of state and local funding.

2. Joshua Academy, Inc., and the Evansville-Vanderburgh School Corporation may, by mutual agreement, contract for the provision of certain services to be provided by the Evansville-Vanderburgh School Corporation to Joshua Academy, Inc. Said services shall be provided to Joshua Academy, Inc. at a cost of not more than One Hundred Three Per Cent (103%) of the actual cost of said services.

3. The Evansville-Vanderburgh School Corporation, at the sole discretion of a majority of the members of its Board of School Trustees, may distribute a proportionate share of the Evansville-Vanderburgh School Corporation's capital project fund to Joshua Academy, Inc.

4. The Evansville-Vanderburgh School Corporation may request and shall receive financial reports concerning Joshua Academy, Inc. at any time.

### **COMPLIANCE WITH LAWS, CHARTER, AND CONSTITUTION**

1. Joshua Academy, Inc. shall be accountable to the Evansville-Vanderburgh School Corporation for insuring compliance with:

(a) Applicable federal and state laws;

(b) This CHARTER; and

(c) The Constitution of the State of Indiana and the United States of America.

2. Joshua Academy, Inc., recognize that although certain Indiana statues, rules and regulations relating to public education and schools do not apply to Joshua Academy, Inc. as provided in I.C. 20-5.5-8-4, other laws as set forth at I.C. 20-5.5-8-5 shall apply to Joshua Academy, Inc. and shall be followed by it.

3. Joshua Academy, Inc., shall submit an annual report to the Indiana Department of Education in accordance with I.C. 20-5.5-9-1, *et. seq.*

**AMENDMENT**

The Evansville-Vanderburgh School Corporation and Joshua Academy, Inc. may, from time to time, amend this CHARTER by mutual consent evidenced by a majority vote in the minutes of each entity.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_ day of May 2011.

EVANSVILLE-VANDERBURGH SCHOOL CORPORATION

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

Its: President, Board of School Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Evansville-Vanderburgh School Corporation

Board of School Trustees

JOSHUA ACADEMY, INC.

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

Its: President

ATTEST:

\_\_\_\_\_

Secretary, Joshua Academy, Inc.