

CHARTER
OF
SIGNATURE SCHOOL

MAY 19, 2004

THIS CHARTER AGREEMENT is made and entered into this 19th day of May, 2004, by and between **THE SIGNATURE SCHOOL, 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 20-5.5-1-0, and the **EVANSVILLE-VANDEBURGH SCHOOL CORPORATION**, an Indiana school corporation, acting by and through its governing body, the Board of School Trustees, as a “Sponsor” as that term is defined at I.C. 20-5.5-1-15.

WITNESSETH:

WHEREAS, on February 25, 2002, the Evansville-Vanderburgh School Corporation entered into a Charter Agreement with the Signature Learning Center, Inc., pursuant to the terms of Indiana Charter School Act, I.C. 20-5.5-1-1, *et, seq.*; and

WHEREAS, the Signature Learning Center, Inc., as the incorporator and sole member, filed Articles of Incorporation for Signature School, Inc. December 26, 2002, with the Indiana Secretary of State, for the purpose of the Signature School, Inc. operating the charter school; and

WHEREAS, Signature School, Inc. has actively operated Signature School since January 1, 2003, and Signature Learning Center, Inc., through Signature School, has satisfactorily complied with the Charter Agreement dated February 25, 2002, and with applicable Indiana statutes; and

WHEREAS, the parties hereto as Sponsor and Organizer wish to set forth this CHARTER representing their agreement for the continued operation of the Signature School as a “Conversion Charter School” as defined at I.C. 20-5.5-1-5, it being the intent of this CHARTER to confer certain rights, franchises, privileges and obligations on the Signature School as a Conversion 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. This Charter Agreement is effective upon execution by both parties and replaces and supersedes the previous Charter Agreement between the Signature Learning Center, Inc. as “Organizer” and the Evansville-Vanderburgh School Corporation as “Sponsor” dated February 25, 2002. Signature School, Inc. shall henceforth be considered as the “Organizer” and will continue to operate the Charter School in accordance with the terms of this CHARTER.

2. This CHARTER is granted for a period of four (4) school years, as follows:

July 1, 2005 - June 30, 2006

July 1, 2006 - June 30, 2007

July 1, 2007 - June 30, 2008

July 1, 2008 - June 30, 2009

(hereinafter variously referred to as “School Year” or “School Years”).

3. The CHARTER may be renewed for additional School Years by and through agreement between a majority vote of the Board of School Trustees of the Evansville-Vanderburgh School Corporation and the Board of Directors of Signature School, Inc. On or before December 31, 2007, the parties shall meet to discuss and act on any such renewal.

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

- a. Failure of Signature School, Inc. to comply with the conditions established in this CHARTER.
- b. Failure by Signature School, Inc. to meet the educational goals set forth in this CHARTER.
- c. Failure by Signature School, Inc. to comply with all applicable laws.
- d. Failure by Signature School, Inc. to keep adequate financial books and records.

5. Notwithstanding anything contained herein to the contrary, before the Evansville-Vanderburgh School Corporation shall revoke the CHARTER pursuant to paragraph 4, it shall give written notice to the President of Signature School, Inc. of any alleged violation and its intent to revoke the CHARTER, and Signature School, Inc. shall have a period of sixty (60) days to cure the violation as alleged.

ACCOUNTABILITY

1. Signature School, 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 each School Year, Signature School 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 Graduation Qualifying Exam, attendance rates, graduation rates, increased numbers of Core 40 diplomas, and increased numbers of academic honors diplomas.
- b. Evidence of progress toward reaching the educational goals set by the Organizer.

2. Signature School, 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; and
- e. Any other information specified in this CHARTER.

COMPLIANCE WITH OPEN MEETINGS/OPEN RECORDS LAWS

1. The Signature School's records shall be subject to inspection and copying to the same extent that records of any public school are subject to inspection and copying under I.C. 5-14-3.
2. Records provided by the Signature School to the Evansville-Vanderburgh School Corporation and/or to the Indiana Department of Education that relate to compliance by the Signature School 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. The Signature School shall be subject to the Indiana Open Door Law, I.C. 5-14-1.5.

OPERATING REQUIREMENTS

The Signature School shall operate in accordance with all of the terms and conditions set forth in the CHARTER and in accordance with its Education Plan, a copy of which is attached hereto and incorporated herein. Signature School, Inc. shall have the right to amend its Education Plan from time to time. Signature School, Inc. shall provide the Evansville-Vanderburgh School Corporation with a copy of any change made in its Education Plan within five (5) business days of the adoption of such change in its Education Plan.

STUDENT ADMISSIONS AND ENROLLMENT

1. The Signature School shall comply fully with all applicable Indiana law concerning its admission policies.
2. The Signature School shall be allowed to open its enrollment to students outside of the local school corporation.

EMPLOYMENT

1. To the extent provided in I.C. 20-5.5-6-1, individuals who work at the Signature School are employees of both the Signature School, Inc. and the Evansville-Vanderburgh School Corporation.
2. Individuals who choose to be teachers at the Signature School shall choose so voluntarily, and the Signature School, Inc. shall have authority to choose the individuals who will be teachers at the Signature School.
3. To the extent provided in I.C. 20-5.5-6-1 and I.C. 20-5.5-6-4, for purposes of the collective bargaining agreement, certified teachers at the Signature School are considered employees of the Evansville-Vanderburgh School Corporation and are subject to all the provisions of any

Collective Bargaining Agreement in effect between the Evansville-Vanderburgh School Corporation and the Evansville Teachers Association, except as provided immediately hereafter in paragraph 4.

4. The Evansville-Vanderburgh School Corporation, the Board of Directors of the Signature School, Inc. and the Evansville Teachers Association may, by mutual agreement, grant a waiver of any specific provision of any such Collective Bargaining Agreement concerning its application to the Signature School.

5. An individual who teaches at the Signature School must either:

- a. Hold a license to teach in a public school in Indiana under I.C. 20-6.1-3; or
- 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.

6. 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.

7. The Signature School may employ a substitute teacher or an individual who holds a limited license to teach in the same manner in which the Evansville-Vanderburgh School Corporation may employ a substitute or an individual who holds a limited license to teach.

8. The Signature School shall participate in the following:

- a. The Indiana State Teachers Retirement Fund in accordance with I.C. 21-6.1;
- b. The Public Employees' Retirement Fund in accordance with I.C. 5-10.3

9. All benefits accrued by teachers as employees of the Signature School, Inc. are the financial responsibility of the Signature School, Inc. The Signature School, Inc. is required to pay those benefits directly to or reimburse the Evansville-Vanderburgh School Corporation for the cost

of the benefits. All benefits accrued by a teacher during the time that the teacher was an employee only of the Evansville-Vanderburgh School Corporation are the financial responsibility of the Evansville-Vanderburgh School Corporation. The Evansville-Vanderburgh School Corporation is required to pay those benefits directly or to reimburse the Signature School, Inc. for the cost of the benefits.

10. For any other purpose, a teacher at the Signature School, Inc. is an employee of the Signature School, Inc.

11. Noncertified employees (as defined in I.C. 20-7.5-1-2) of the Signature School, Inc. shall remain in existing bargaining units and are covered under existing collective bargaining agreements.

FISCAL MATTERS

1. The Signature School, Inc. is responsible for all of its financial matters.

2. The Signature School, Inc. shall maintain separate accountings of all funds received and disbursed by the Signature School in accordance with Indiana statutes.

3. 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. The parties shall cooperate in good faith to ensure that the Signature School, Inc. shall receive funding from government as soon as reasonably possible, in compliance with the then applicable law of the State of Indiana.

4. Signature School, 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 the Signature School. Said services shall be provided to the

Signature School at a cost of not more than one hundred three percent (103%) of the actual cost of said services.

5. 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 the Signature School.

6. The Evansville-Vanderburgh School Corporation may request financial reports from the Signature School at any time and shall receive such reports as soon as responsibly possible.

COMPLIANCE WITH LAWS, CHARTER, AND CONSTITUTION

1. Signature School shall be accountable to the Evansville-Vanderburgh School Corporation for ensuring 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. The Signature School recognizes that although certain Indiana statutes, rules and regulations relating to public education and schools do not apply to the Signature School 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 the Signature School and shall be followed by it.

3. The Signature School 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 the Signature School, 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 _____, 2004.

EVANSVILLE-VANDERBURGH SCHOOL CORPORATION

By: William Ashbury
Its: President, Board of School Trustees

ATTEST:

Stephen A. [Signature]
Secretary, Evansville-Vanderburgh School Corporation Board of School Trustees

SIGNATURE SCHOOL, INC.

By: Tom L. Koch II

Its: President

ATTEST:

Susan J. Kehlenschmidt
Secretary, Signature School, Inc.