

**Charter School Agreement Between the  
Evansville Vanderburgh School Corporation and Signature School, Inc.**

This Charter School Agreement is made and entered into this 8<sup>th</sup> day of January, 2024, (the "Execution Date"), but is effective as of the 1st day of July, 2024, (the "Effective Date"), by and between the **SIGNATURE SCHOOL, INC.**, an Indiana not-for-profit corporation granted 501(c)(3) status by the Internal Revenue Service, as an "**Organizer**" as that term is defined in the Indiana Code at § 20-24-1-7 (hereinafter referred to as the "School"), and the **EVANSVILLE VANDERBURGH SCHOOL CORPORATION**, an Indiana school corporation, acting by and through its governing body, the Board of School Trustees as an "**Authorizer**" as that term is defined at I.C. 20-24-1-2.5 (hereinafter referred to as the "EVSC"). The EVSC and the School may hereinafter be referred to as "the Parties."

**WITNESSETH:**

WHEREAS, on February 25, 2002, the EVSC entered into its first Charter Agreement with the Signature Learning Center, Inc., pursuant to the terms of the Indiana Charter School Act, I.C. 20-24-1-1, *et seq.*; and

WHEREAS, on August 24, 2018, the EVSC and the Signature School, Inc. entered into their most recent Charter Agreement pursuant to the terms of the Indiana Charter School Act, I.C. 20-24-1-1, *et seq.*; and

WHEREAS, the School has actively operated the School, as a "Conversion Charter School" as defined at I.C. 20-24-1-5, since July 1, 2002, and has satisfactorily complied with the Charter Agreement dated August 24, 2018, and with applicable Indiana statutes; and

WHEREAS, the Parties desire to revise certain terms of the most recent Charter Agreement to permit the continued operation of the School.

THEREFORE, the Parties agree as follows:

## TERM

1. This Charter School Agreement replaces and supersedes the previous Charter Agreement between the School and the EVSC dated August 24, 2018.

2. This Charter School Agreement will be effective from July 1, 2024, through June 30, 2039 (herein after referred to as “School Year” or “School Years”) pursuant to I.C. 20-24-4-1. *et. seq.*, particularly, but without limitation, Sec. 1.(a)(5)(A).

3. This Charter School Agreement may be renewed for additional School Years by and through agreement between a majority vote of both the Board of School Trustees of the EVSC and the Board of Directors of the School. On or before October 1, 2038, the Parties will meet at reasonable times to discuss and act on any such renewal.

4. The School Board of Trustees of the EVSC may revoke this Charter School Agreement prior to the expiration of its term by and through a vote of a majority of its members, upon the following grounds:

- a. Failure of the School to comply with the conditions established in this Charter School Agreement.
- b. Failure of the School to meet the educational goals set forth in this Charter School Agreement.
- c. Failure of the School to comply with all applicable laws.
- d. Failure of the School to keep adequate financial records.

5. Notwithstanding anything contained herein to the contrary, before the EVSC may revoke the Charter School Agreement pursuant to paragraph 4, it will give written notice to the President of the School describing specifically all alleged violation(s) serving as the basis for its intention to revoke the Charter School Agreement, and the School will have a period of sixty (60) days to cure the violation(s) as alleged.

6. Notwithstanding anything contained herein to the contrary, the Board of Directors of the School will have the right to terminate this Charter School Agreement upon one (1) year's written notice given to the President of the Board of Trustees of the EVSC.

### **ACCOUNTABILITY**

1. The School will be accountable to the EVSC for achieving its educational mission and goals. Within nine (9) months after the end of each School Year, the School will provide evidence to the EVSC's Superintendent of its compliance with applicable law and its performance in meeting targeted educational goals. Said evidence will include, without limitation, the following:

- a. Evidence that the School has surpassed national, state and local averages in the following areas: End of Course Assessments, attendance rates, graduation rates, SAT and ACT scores and statewide assessment program measures.
- b. Evidence that the School has surpassed national, state and local averages for academic honors diplomas, percentages of Core 40 diplomas granted, advanced placement course completion and International Baccalaureate diplomas granted.
- c. Evidence of progress toward reaching the educational goals identified by School in its "Annual Report."

2. The School will report on an annual basis, the following to the EVSC:

- a. Attendance records;
- b. Student performance data;
- c. Financial information;

d. Any information necessary to comply with applicable state and federal laws; and

e. Any other information specified in this Charter School Agreement.

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

1. The School's records will 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. 5-14-1.5-4.

2. Records provided by the School to the EVSC and to the Indiana Department of Education that relate to compliance by the School with the terms of this Charter School Agreement, or applicable state or federal laws, are subject to inspection and copying in accordance with I.C. 5-14-1.5-4. The School will be subject to Indiana's public access and public records laws, I.C. 5-14-1.5.

#### **OPERATING REQUIREMENTS**

Upon amendment of the School's Education Plan, a copy of the amended plan will be provided to the EVSC within ten (10) business days following the date such amendment is adopted by the School's Board.

#### **STUDENT ADMISSIONS AND ENROLLMENT**

1. The School will comply fully with all applicable Indiana law concerning its admission policies.

2. The School will be allowed to open its enrollment to students outside of the EVSC's service area.

#### **EMPLOYMENT**

1. Individuals who work at the School are employees of the School or of an entity with which the School has contracted to provide services.



2. Individuals who choose to be teachers at the School will do so voluntarily, and the School will voluntarily choose those individuals to be its teachers.

3. Individuals who teach at the School must meet the qualifications for full time and part time and substitute teachers and other providers of services in accordance with I.C. 20-24-6-5 and I.C. 20-24-6-6.

4. Individuals who provide a service to students attending the School but are not teaching, must have the appropriate license to provide such service in Indiana, if such license is required.

5. The School will participate in the following:

a. The Indiana State Teachers Retirement Fund; and

b. The Public Employees' Retirement Fund in accordance with I.C. 5-10.3.

6. As "Authorizer" of the School, the EVSC will make available health insurance and all other employee benefits to employees of the School that EVSC makes available to its employees. The School will reimburse EVSC for the cost of benefits for the School employees plus an administrative fee as provided by I.C. 20-24-7-4.

7. For teachers who have been employees of both the School and the EVSC at different times, all benefits accrued by teachers while they are employees of the School are the financial responsibility of the School. The School is required to pay those benefits directly to or reimburse the EVSC for the cost of the benefits. Likewise, all benefits accrued by teachers while they are employees of the EVSC are the financial responsibility of the EVSC. The EVSC is required to pay those benefits directly or to reimburse the School for the cost of the benefits. This allocation of responsibility for benefits will be applicable to any employee of the EVSC who becomes an employee of the School on or after the Effective Date herein.

## **FISCAL MATTERS**

1. The School is responsible for all of its financial matters.
2. The School will maintain separate accounts of all funds received and disbursed by it in accordance with Indiana statutes.
3. The Parties will cooperate in good faith to ensure compliance with I.C. 20-24-7-3 and other applicable Indiana statutes to assure that each entity receives its accurate proportionate share of state and local funding. The Parties will cooperate in good faith to ensure that the School will receive funding from state government as soon as reasonably possible, in compliance with the then applicable Indiana law.
4. The EVSC, at the sole discretion of a majority of the members of its Board of School Trustees, may distribute a proportionate share of its capital project fund to the School.
5. The School and the EVSC may, by mutual agreement, enter into contracts on an annual basis for the provision of both goods and services to be provided by or through the EVSC to the School. These goods and services will be provided by the EVSC to the School at a cost of not more than one hundred three percent (103%) of the actual cost of said goods and services if this three percent administrative fee is permitted by Indiana law and at an actual cost of no more than 100% if not.
6. The EVSC may request financial reports from the School at any time and will receive such reports as soon as reasonably possible.
7. As provided in I.C. 20-24-7-6.1 and I.C. 20-24-7-6.2, beginning in calendar year 2025, and each year thereafter, the EVSC will cooperate with the Vanderburgh County Auditor concerning the distribution of money to the School that is received as part of any property tax levy imposed under I.C. 20-46-8. The School will deposit this money in its operations fund created under I.C. 20-40-18-1. Such a distribution to the School will be made at the same time that tax

levy revenue is required to be distributed to the EVSC. This obligation only applies to revenue collected after June 30, 2024, from tax levy imposed under I.C. 20-46-8, by the governing body of a school corporation described in I.C. 20-46-8-11.2(a).

8. The Parties recognize that as provided in 20-24-7-6.2, any tax levy resulting from a resolution to place a referendum on a ballot by the governing body of Vanderburgh County Indiana will be distributed by the Vanderburgh County Auditor (“Auditor”) as follows:

- a. The Auditor will distribute money that is received as part of a tax levy collected under I.C. 20-46-1 to the School, in the manner provided by I.C. 20-46-1-21.
- b. The Auditor will distribute money that is received as part of a tax levy collected under I.C. 20-46-9 to the School, in the manner prescribed by I.C. 20-46-9-22.
- c. If the School receives a distribution from EVSC’s tax levy collected under I.C. 20-46-1 or a school safety referendum tax levy under I.C. 20-46-9, the School will post the following on its website:
  - i. The specific purposes for which the revenue received from the tax levy will be used.
  - ii. An estimate of the annual dollar amounts that will be expended for each purpose described in subdivision (i)

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

1. The School will be accountable to EVSC for ensuring compliance with:
  - a. Applicable federal and state laws;
  - b. This Charter School Agreement; and



- c. The Constitutions of the United States of America and the State of Indiana.

2. The Parties agree that although certain Indiana statutes, rules and regulations relating to public education and schools do not apply to the School as provided in I.C. 20-24-8-4, other laws, including those set forth at I.C. 20-24-8-5, will apply to the School and will be followed by it. Notwithstanding anything contained herein to the contrary, any provision of this Charter School Agreement which is in violation of applicable federal or state law will be void and without effect.

### **GENERAL PROVISIONS**

1. This Charter School Agreement will be deemed to have been drafted jointly by the Parties, and in the event of any ambiguity in this document, the same will not be construed against either party.

2. All recitals and premises set forth on pages one and two herein are incorporated into and form part of this Charter School Agreement.

3. The headings of the paragraphs and subparagraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs and subparagraphs.

4. This Charter School Agreement may be executed simultaneously in several counterparts, each of which will be deemed an original, but all which together will constitute one and the same instrument.

5. Each and every provision of this Charter School Agreement, may not under any circumstance be modified, changed, amended or provisions hereunder waived verbally, but may only be modified, changed, amended or provisions hereunder waived by an agreement in writing executed by the Parties hereto.



6. Notwithstanding anything contained herein to the contrary, the Parties will promptly amend this Charter School Agreement to comply with all future Indiana public charter school funding laws.


7. The EVSC and the School may also amend this Charter School Agreement by mutual consent to reflect the terms proposed by and agreed to between the Parties. The agreed upon terms will be memorialized in a document that is approved by a majority vote of the Board of Trustees of EVSC and the Board of Directors of School and executed by the president of each board.

8. Should the School either wish to organize a new Charter middle school or, upon invitation from the EVSC, agree to become the Organizer of such a Conversion Charter middle school, the initiating party will serve written notice to either the Superintendent of the EVSC or the President of the School, as the case may be. Thereafter, the Parties will meet at reasonable times to negotiate either: (a) amending this Charter School Agreement; or (b) entering into a new Charter middle school agreement with the EVSC as Authorizer and the School as Organizer. Both an amended agreement and a new agreement will contain terms that are no less favorable to the new Charter middle school or Conversion Charter middle school than the terms contained in this Charter School Agreement. The agreed upon terms will be memorialized in a document that is approved by a majority vote of the Board of Trustees of EVSC and the Board of Directors of School and executed by the president of each board.

IN WITNESS WHEREOF, the Parties have signed this Charter School Agreement on the  
8<sup>th</sup> day of January, 2024.

EVANSVILLE VANDERBURGH  
SCHOOL CORPORATION

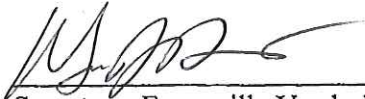
By:

  
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Its.

President, Board of School Trustees  
"AUTHORIZER"

ATTEST:

  
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Secretary, Evansville Vanderburgh School  
Corporation Board of School Trustees

SIGNATURE SCHOOL, INC.

By:

  
\_\_\_\_\_

Its.

President, Signature School, Inc.  
"ORGANIZER"

ATTEST:

  
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Secretary, Signature School, Inc.