

RESOLUTION FOR CONTRACT AMENDMENT

This resolution is entered into on this 18TH day of December 2018 by and between St. Aloysius, the Sponsor and the Governing Board of INVICTUS High School and hereby amends the contract for the community school.

WHEREAS, the parties entered into a community school contract on JUNE 6, 2018

WHEREAS, it is necessary to make amendments to the contract in order to comply with recent statutory amendments and requirements of the sponsor evaluation.

THEREFORE, for and in consideration of the covenants and obligations contained herein and in the contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1) Section 1.4 Sponsor of the Contract shall be revised to add as a new subparagraph: "(i) The Sponsor will oversee community school closure."
- 2) Section 3.10 Attendance Policy of the Contract shall be revised to replace the first sentence with the following: "The School Governing Authority must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student."
- 3) Section 6.6 High School Diplomas of the Contract shall be revised to add the following sentence: "Within ten (10) days of any graduation, the School shall provide electronically to the Sponsor a list of all graduates and copies of each graduate's diploma and transcripts."
- 4) Section 11.8 Non-renewal of this Charter shall be revised to include the following language at the beginning of paragraph (a) as follows: "(a) After the high-stakes review,"
- 5) Section 11.17 Changes or Modifications shall be revised as follows: "This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the School and be based on best practices provided by NACSA with a commitment to growth and progress. Notifications required by this Charter shall not be considered changes or modifications of this Charter."

The aforementioned amendments to the Contract will be effective immediately. The Governing Authority authorizes the Sponsor to make all revisions listed above to the Contract and submit to the Ohio Department Education.

Except as modified by this resolution, all other terms and conditions of the Contract shall remain in full force and effect.

GOVERNING AUTHORITY OF

INVICTUS High School

By: Antonie R. Williams
Governing Authority President

This **CHARTER** is entered into by and between ST. ALOYSIUS (“**Sponsor**”) and THE INVICTUS HIGH SCHOOL (“**School Governing Authority**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

WHEREAS, R.C. Chapter 3314 permits Ohio public community schools; and

WHEREAS, **St. Aloysius** is an authorized **Sponsor** under R.C. Chapter 3314; and

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 3122 Euclid Avenue 44115, Cleveland, OHIO 44128 (“**School**”) in CUYAHOGA County, Ohio; and

WHEREAS, the **School** is located in the CLEVELAND METROPOLITAN SCHOOL DISTRICT; and

WHEREAS, the **School Governing Authority** wishes to fully state or restate its agreement to operate an Ohio community school;

NOW THEREFORE, the **School Governing Authority** and the **Sponsor** enter into this Charter pursuant to the following terms and conditions. All Attachments and Recitals to this Charter are incorporated by reference and made a part of this Charter.

ARTICLE I

Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and charter for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.

- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School**’s status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

- 1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as Attachment 1.3 are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation in the 2018-2019 school year and later, no later than December 31, the **School Governing Authority** shall apply to qualify as a federal tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS the **Sponsor** within ten (10) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

- 1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law, including:
- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary, but at least twice annually while classes are in session; and
 - (ii) Report on an annual basis the results of the site visits to the Ohio Department of Education and to the parents of students enrolled in the community school; and
 - (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in Attachment 6.4b, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Ohio Department of Education on at least an annual basis;
 - (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7* below); and
 - (d) If necessary, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. The **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority**

Authority or any of its members abandon or be in material breach of its duties hereunder or at law, if the conditions are not remedied to the satisfaction of the **Sponsor**. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
 - (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and
- (f) Provide in writing the annual assurances for the **School** no later than ten (10) business days prior to the opening of the **School**, as required in R.C. Section 3314.19; and
- (g) Abiding by the requirements in its contract with the Ohio Department of Education, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the School.

ARTICLE II

School Governing Authority

- 2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five (5) Directors, who are not owners or employees, or relatives of owners or employees of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Attached as **Attachment 2.1** is a **School Governing Authority** roster including names, home and/or work addresses (not the address of the **School**), a valid telephone number where the member can be reached, and electronic mail addresses of the current members of the **School Governing Authority**. Current resumes for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future

as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing (members, Directors or trustees of the Board) including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within five (5) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the School Governing Authority's approved policy.

Each School Governing Authority member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the Sponsor within ten (10) days of signing.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the **School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1st of each school year. Any changes to the meeting schedule must be communicated within ten (10) business days of the change being approved.

All names of School Governing Authority members shall be posted on the School's website and updated timely as necessary.

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the Sponsor, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion.

2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all School Governing Authority Members are required to obtain a clean criminal background check, including both a BCI and a FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the School Governing Authority Member being appointed to the **School Governing Authority**. A potential School Governing Authority member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCI and FBI check has been submitted directly to the **Sponsor**. The **Sponsor** shall approve the potential School Governing Authority member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted

if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

2.4 **Material Adverse Effect.** The **School Governing Authority** shall deliver to the **Sponsor** promptly upon any director, trustee, officer, employee, management company employee or agent of the **School Governing Authority** obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or
- (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting the **School Governing Authority** or any property thereof (collectively, "Proceedings") not previously disclosed in writing by the **School Governing Authority**; or
- (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject.

Written notice of any of the above must be submitted to the **Sponsor** no later than ten (10) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

2.5 **Sponsor Oversight.** The **School Governing Authority** and the **School's** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

- (a) Opening Assurances site visits at least ten (10) days prior to the first day of school for student instruction and compliance site visits at least two (2) times per year and at times thereafter as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain

documentation of all verification of compliance in a compliance binder which shall be readily accessible at all times.

(b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:

- (i) Cash Fund Report – a listing of all funds used showing the month’s and year’s activity and balances; and
- (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
- (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form.
- (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts.
- (v) Check Register – a listing of all checks for the month; and
- (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
- (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
- (viii) Enrollment Records – in the form of monthly FTEs; and
- (iv) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report .

Treasurers and the **School Governing Authority** will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. If the **Sponsor** does not receive the correct data within a reasonable amount of time under the circumstances, the **School**

Governing Authority will be notified and provided the opportunity to submit a corrective action plan to address the issue. If the correct data is still not provided, the School Governing Authority may be placed on probation under section 11.8 of this Charter until all required information is received; and

- (c) Signature on this document shall be evidence of granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) Sponsor representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions, to the extent it does not violate the attorney-client privilege and unless explicitly excused by the School Governing Authority so that the Sponsor may be discussed. When any Sponsor representative is included in an executive session, he/she will abide by all applicable confidentiality rules.
- (f) The **School Governing Authority** shall have a post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** and or the Ohio Department of Education may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** and the Ohio Department of Education deems appropriate or as the current law requires. The **School**, **School employees** and **School Governing Authority** have an obligation and may be required to attend training and receive technical assistance at the direction of the **Sponsor** or the Ohio Department of Education.

2.7 **Governing Authority Contracts.** If the **School Governing Authority** contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the school has contracted.

2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls adopted and include them as Attachment 2.8 in this charter agreement.

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school, and all persons contracted by the School's

operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

ARTICLE III

Operations

- 3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan at all times. Under R.C. 3314.091, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. If the School Governing Authority has entered into an agreement with the local school district that designates the School Governing Authority as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the Sponsor for approval. If the School Governing Authority assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the Sponsor of that decision and provide a transportation plan.
- 3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the Sponsor or the operator with which the School has contracted. The final contract shall be attached as Attachment 3.2.

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the School independently, the **School Governing Authority** shall submit information using the application provided by the Sponsor.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the School's independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator.

If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within ten (10) business days of execution. This contract shall be incorporated as Attachment 3.2.

If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. This information shall be included in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

If the management company or operator loans money to the School or School Governing Authority, all moneys loaned, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

If the School permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner prescribed in R.C. 3314.0210 shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.

The **School Governing Authority** shall evaluate the performance of its management company. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor by October 30th** of each year excluding the first year of operation.

- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School and School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in **Attachment 3.4.**
- 3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the school fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the school is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.
- 3.6 **Safety Plan.** Under R.C. 3313.536, the **School Governing Authority or designee** shall submit to the department of education, in accordance with rules adopted by the state board of education, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall

also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

- 3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 3.7.** Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** each school year in order to make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of either the community it serves or the local traditional public school district in which the School resides.
- 3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.
- 3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as **Attachment 3.9** and shall be followed and may not be changed without the prior written consent of the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:
- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
 - (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

If the number of applicants meeting admission criteria exceeds the capacity of the School’s programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and to students who reside in the district in which the School is located. Preference may also be given to eligible siblings of such students attending the School the previous year and children of full-time staff members employed by the School, provided the total number of children of

staff members receiving this preference is less than five percent of the School's total enrollment. The lottery may be conducted by the Sponsor.

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:
 - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
 - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
 - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on their local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance.

3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection and comply with rule and law applicable to truancy and excessive absences. The School's attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the Sponsor to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

- 3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services.
- 3.12 **Students with Disabilities.** **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in Attachment 3.12.
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated, or replace the entire **School Governing Authority** or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).
- 3.15 **Residency Policy.** The **School Governing Authority** must adopt a Residency Policy.

The **School** shall annually submit to the Ohio Department of Education and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. [5103.05](#).

ARTICLE IV

Compliance With Laws

- 4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children

fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 311.29 (Authority for the county sheriff to contract with a community school for police services), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.07 (Requirement to report financial information to the State Board in the same manner as school districts), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time spent on assessments), 3301.52 to 3301.59 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium provided), 3302.13 (Reading achievement improvement plan requirements), 3302.16 to 3302.18 (Authority for establishment of community learning centers at schools), 3302.20 (Financial reporting requirements), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.602 (Veteran’s Day Observance), 3313.605 (Community service education program), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6021 and 3313.6023 (Requirements to provide instruction in CPR and use of AED), 3313.6111 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Requirements

related to care of students with diabetes), 3313.7113 (Procurement of inhalers for board), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.101 (Suspension of employee pending criminal action), 3314.103 (Termination of contract prior to termination of annual session), 3314.18 (Breakfast and lunch programs – summer extension), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3314.402 (Application of collective bargaining agreement), 3314.403 (False report of employee misconduct prohibited), 3314.44 (Collection and transmittal of school records after closing), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3323.19 (Comprehensive eye examination), 3327.01, 3327.02 and 3327.09 (Student Transportation), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.31 (Rules for determining student residency), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Notice of expulsion of student), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3323 (Special Education), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights

Commission), 4117 (Collective Bargaining Law), 4123 (Workers' Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), section 2921.42 (Having an unlawful interest in a public contract) and section 2921.43 (Soliciting or accepting improper compensation) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

The **School** shall also comply with R.C. 3302.04 (Three year continuous improvement plan – intervention by department – site evaluations) and R.C. 3302.041 (Failure to make adequate progress – corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

The **School** shall comply with R.C. 3313.614 (Testing requirements for fulfilling curriculum requirement for diploma), and with R.C. 3313.61 (Diploma or honors diploma) and 3313.611 (Standards for awarding high school credit equivalent to credit for completion of high school academic and vocational education courses) except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum adopted by the governing authority of the community school rather than the curriculum specified in R.C. Title XXXIII or any rules of the state board of education. Beginning with students who enter the ninth grade for the first time on or after July 1, 2010, the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C), unless the person qualifies under R.C. 3313.603(D) or (F). Each **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the State Board of Education under R.C. 3313.603(J).

The **School**, unless it is an internet- or computer-based community school, shall comply with 3313.801 (Display of national and Ohio Mottoes) as if it were a school district.

The School shall comply with Ohio Administrative Code Section 901:5-11-15 governing pesticide policies.

- 4.2 **Compliance with Other Laws.** The **School** and the **School Governing Authority** may not carry out any act or insure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law and this Charter. The **School** and the **School Governing Authority** are not exempt from federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at 3122 Euclid Avenue Cleveland, Ohio 44115, 3969 Lee Road, Cleveland, Ohio 44128 and 7099 W. 130th Street, Parma Heights, Ohio 44130. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this charter as Attachment 5.1(a). If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing.

The **School Governing Authority** shall provide the following information in Attachment 5.1(b):

- (a) a detailed description of each facility used for instructional purposes; and
- (b) the annual costs associated with leasing each facility that are paid by or on behalf of the school; and
- (c) the annual mortgage principal and interest payments that are paid by the school; and
- (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and approved by the **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

- 5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does

not apply to any portion of the real property not used for primary or secondary educational purposes.

- 5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities will be maintained in a clean, healthy manner to the satisfaction of the **Sponsor** and/or as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.
- 5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

ARTICLE VI

Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 9-12 and ages 16-22. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the School Governing Authority desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The Sponsor shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
- 6.1.1 At the time of opening assurances, the Sponsor shall review the number of students enrolled, the financial and organizational position of the School and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the Sponsor determines that the number of students enrolled and the financial and operational position of the School are not sufficient for the School to remain open for the entire school year, the School may not be permitted to open.
- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing

operation. Failure to continue operation without interruption is grounds for termination of this Charter.

6.3 **Curriculum.** For purposes of this Charter, in Attachment 6.3, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into Attachment 6.3. Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to the Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. Attachment 6.3 encompasses a description of the learning opportunities that will be offered to students including both class-room based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). Attachment 6.3 shall also include an explanation of how the educational program will be implemented within the School's facility.

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** may not change the school calendar or bell schedule without prior approval from the **Sponsor** and the Ohio Department of Education and after consulting with each local traditional school district that transports students to the School. Any changes made without this approval may result in a corrective action plan.

6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.

6.4 **Accountability Standards.** The **School's** academic and non-academic goal(s) shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a School enters into sponsorship with St. Aloysius, the School shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by October 15th. The School and

School Governing Authority are subject to interventions as detailed in the accountability Attachment 6.4b.

6.5 **Assessments and Performance Standards**. The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks related to interim progress if required by the Ohio Department of Education. The School must report the benchmarks required by ODE to the Sponsor. All assessments required by the Sponsor are identified in Attachment 6.5. The School and School Governing Authority shall comply with all applicable provisions of ESSA.

6.6 **High School Diplomas**. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.614, 3313.615, 3313.618, 3301.0710, 3301.0711, and 3301.0712 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other School Governing Authority requirements to the **Sponsor**.

ARTICLE VII

Reporting

7.1 **Annual Report**. The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school improvement status of the most current school year as issued by ODE and statement from the **Sponsor**, its activities and standards.

- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits. Sponsor shall inform the School within 24 hours if the site visit requires requests for documents and/or data or classroom observation. The Sponsor may make impromptu visits as the **Sponsor** deems advisable or necessary.

ARTICLE VIII

Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title 1 or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25 based on the State Operating Standard 3301.35.05(A)(3). The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all School staff that aligns to the organizational chart included as **Attachment 8.1.**
- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with: 1) proof of Ohio licensure/certification in represented field, 2) sufficient number to support the stated student ratio, and 3) credentials and proof of background checks completed

for all certified staff including nurse, counselor, school psychologist or administrator.

- 8.1.2 Each classroom teacher initially hired by the **School** on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- 8.1.3 Beginning with the 2015-2016 school year, if the School is ranked in the lowest ten percent of all public school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination under R.C. 3319.58(C).
- 8.2 **Staff Evaluation.** Each school must use the OTES and OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by the Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A School Governing Authority member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.
- 8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in **Attachment 8.3.**
- 8.4 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits as set out in **Attachment 8.4.** In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes **Attachment 8.4** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The School shall establish and/or update an employee handbook prior to the first day of school each year.
- 8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1)

for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

All vendors and contractors of any kind shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D).

All employees, staff, volunteers, vendors or contractors undergoing a criminal background check must sign consent to release the results to the **Sponsor**.

The **School** must comply with the teacher misconduct reporting laws and updated background check requirements found in R.C. 3319.31, 3319.313, 3319.314, 3319.314 and OAC 3301-20.

ARTICLE IX

Finance

- 9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The Sponsor shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the School Governing Authority, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.
- 9.2.2 The School Governing Authority must maintain funds equal to three (3) months of treasurer fees in the event the School closes.
- 9.3 **Fiscal Bond**. Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget**. A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as Attachment 9.4. Each year, the **School Governing Authority**, with the assistance of the School's designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law. If the operator does not comply with the request of the **School Governing Authority**, the **School Governing Authority** shall notify the **Sponsor** immediately.
- 9.5 **Borrowing Money**. The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**.
- 9.6 **Payment to Sponsor for Oversight**. For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School Governing Authority** agrees to sign documentation necessary to

accomplish the same. Payments may also be made as a monthly automatic transfer from the state support payment as allowable. Failure to pay the required payment to the **Sponsor** for oversight by the 30th of every month, may result in the **Sponsor** placing the **School** on probation, suspension or termination as prescribed in sections 11.8 thru 11.10 of this Charter.

- 9.7 **Fiscal Year**. The fiscal year for the **School** shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

- 10.1 **Liability Insurance**. Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders**. The **School Governing Authority** shall also maintain directors and officer's liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.
- 10.2 **Indemnification**. The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
 - (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or

loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;

- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; and
- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.

ARTICLE XI

General Provisions

- 11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination of this Charter.

11.3 **General Acknowledgements.** The **School Governing Authority** specifically recognizes and acknowledges the following:

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or **Sponsor's designee** has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the **Sponsor's designee** access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the **School** closes, the chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

- 11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.
- 11.5 **Term.** This Charter shall be for a term of five (5) years commencing on July 1, 2018 and will automatically renew for one (1) year terms through June 30, 2023 due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the 2022-2023 school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** as outlined in 11.6.
- 11.6 **Contract Performance Measures.** Each school will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new school, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the Sponsor from evaluating and closing the School for non-performance under these measures.
- (a) Within the term of this charter, the school may be permanently closed if the Ohio Department of Education determines that the condition(s) outlined in ORC 3314.35 have been met;
 - (b) If the school receives Meets or Exceeds rating in at least one (1) applicable report card component for the most recent school year or meets the criteria in (x) below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed three (3) years.
 - (c) If the school receives a Meets or Exceeds rating in multiple report card measures for the most recent school year or meets the criteria in (x) below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed five (5) years.

Once a school is eligible for renewal based on the measures listed above, the Sponsor shall consider the following metrics in determining whether or not to renew the school and the number of years of the new charter agreement.

- (a) The School's academic performance as measured by:
 - i) The school report card High School Test Passage Rate; and

- ii) The school report card Progress component grade collected from NWEA MAP test and value-added data; and
 - iii) The school report card Gap Closing rating; and
 - iv) The school report card Prepared for Success indicators (if applicable); and
 - v) The school report card Graduation combined of five component rating; and
 - vi) Evidence that career advising policy and student success plan is in place and implemented with fidelity; and
 - vii) Student attendance; and
 - viii) Student performance on other valid and reliable assessments; and
 - ix) Adherence to accountability standards as detailed in Attachment 6.4b; and
 - x) An overall report card rating that is greater than or equal to three of the five comparison group schools, consisting of drop out recovery schools with similar student demographics in the state of Ohio:
 - a. Cleveland Academy for Scholarship Technology and Leadership (CASTLE)
 - b. George V. Voinovich Reclamation Academy
 - c. Regent High School
 - d. Promise Academy
 - e. Frederick Douglass Reclamation Academy; and
 - xi) Evidence of the School's capacity to improve demonstrated by the following:
 - a. Strong leadership; and
 - b. Research based curriculum and instructional tools and resources; and
 - c. Professional development support for staff including coaching and mentoring; and
 - d. Multi-tiered intervention and prevention model to support at-risk learners; and
 - e. Evidence of a school improvement plan and process that includes the 5-step OIP model
- (b) The School's financial viability; and
 - (c) The School's operational performance.

11.7 **Non-renewal of this Charter.**

- (a) The **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
 - (i) Failure to meet student performance requirements stated in this Charter;

- (ii) Failure to meet generally accepted standards fiscal management;
- (iii) Violation of any provision of this Charter or applicable state or federal law;
- (iv) Other good cause.

By January 15th of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

If this Charter is non-renewed for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management (provisions i and ii above), then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

- 11.8 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **Governing Board**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

- 11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause or if funding to the School Governing Authority should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.03, if the School Governing Authority fails to remedy the conditions cited by the Sponsor as reasons for the suspension by the thirtieth (30th) day of September of the school year immediately following the school year in which the operation of the School was suspended, this Charter shall become void.

- 11.10 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Charter under R.C. 3314.072, the **Sponsor** may choose to terminate this Charter prior to its expiration.

By January 15th of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Charter.

The termination of this Charter shall be effective upon the occurrence of the later of the following events:

- (a) the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

If this Charter is terminated for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management, then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

- 11.11 **Compliance with Requests of Sponsor**. The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.
- 11.12 **Headings**. Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.13 **Assignments**. This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.14 **Notice**. Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any board member.

Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.
- 11.15 **Severability**. Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.16 **Changes or Modifications**. This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in

writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

- 11.17 **Changes in Rule or Law.** The **School, Sponsor and School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.
- 11.18 **Access to Records.** The **School and Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Rights and Privacy Act (“FERPA”) and 34 *CFR* Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to Sponsor personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the Sponsor is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor’s** employees Full and Complete Access as defined hereinafter to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Ohio Department of Education or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit Sponsor employee(s) access to only those records in which they have legitimate educational interests and that as required by law the Sponsor will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable Court Order.

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor’s** failure to comply with FERPA, or the **Sponsor’s** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. Sponsor shall also be responsible for any liability or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of the School or Ohio Department of Education as a result of such access.


11.19 **Attachments.** All Attachments (1.3-9.4) to this Charter are attached hereto and incorporated by reference into the Charter.

Executed this 6 day of June, 2018 in Cincinnati, Ohio.

St. Aloysius

School Governing Authority of

Invictus High School

By: 
(Name)

By: Antoine R. Williams
(Name)

Its: Executive Director
(Title)

Its: Board President
(Title)

with full authority to execute this Charter for and on behalf of the **Sponsor** and with full authority to bind the **Sponsor**.

with full authority to execute this Charter for and on behalf of the **School Governing Authority** and with full authority to bind **The School Governing Authority**.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/13/2012	201225601086	AMENDMENT TO ARTICLES (AMD)	50.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

APRIL HART CO., LPA
2529 CANTERBURY ROAD
CLEVELAND HEIGHTS, OH 44118

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1089823

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

INVICTUS HIGH SCHOOL

and, that said business records show the filing and recording of:

Document(s):

AMENDMENT TO ARTICLES

Document No(s):

201225601086



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 10th day of September,
A.D. 2012.

Ohio Secretary of State



Form 541 Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50

Check the appropriate box:

- Amendment to existing Articles of Incorporation (128-AMD)
- Amended and Restated Articles (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation THE LIFE SKILLS CENTER OF CLEVELAND

Charter Number 1089823

Check one box below:

The articles are hereby amended by the **Members** pursuant to Ohio Revised Code section 1702.38 (C) or (D)

The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1702.38(E). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided - this may be attached with the resolution

A copy of the resolution of amendment is attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A).

2012 SEP 10 AM 11:42

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

Signature

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

By (if applicable)

Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

RESOLUTION TO AMEND THE ARTICLES OF INCORPORATION

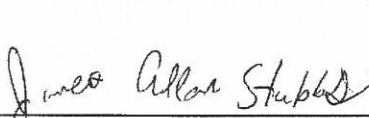
Life Skills Center of Cleveland June 26, 2012

Motion to authorize by: Deidre Cummings

Second to the motion by: Antoine Williams

All in favor; Motion passed.

RESOLVED: that the Board of Directors authorizes hereby resolves to Amend the Articles of Incorporation of the school to change its name from the Life Skills Center of Cleveland to Invictus High School.

 *w/ consent
at 6/26/12*

James Stubbs, President



Form 590 Prescribed by:

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Consent for Use of Similar Name

(To be filed with new business formation document or amendment to change business name where a name conflict will occur.)

Name of Entity/Individual Giving Consent

Charter/Registration/License Number of Entity giving Consent

Gives it Consent To

To Use The Name

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

REQUIRED
Consent form must be signed by an authorized representative of the consenting entity.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

INVICTUS HIGH SCHOOL

100 BOARD OPERATING PROCEDURES

CODE OF REGULATIONS

ARTICLE I.
GENERAL

Section 1. Corporation.

Whereas, the Board of Directors governs a Charter School as an Ohio nonprofit corporation (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated, exclusively for educational purposes within the meaning of §§ 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code") and as a public benefit corporation defined in § 1702.01(P) of the Ohio Revised Code (ORC) as follows:

In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.

Notwithstanding any other provision of this Code of Regulations:

(1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

(2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

(3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

(4) Notwithstanding any other provision of this Code of Regulations, none of the Directors shall have any past or current affiliation with any management company engaged by the Board to manage its affairs; and

(5) No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in Cuyahoga, County Ohio.

Section 4. Property.

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

ARTICLE II.
DIRECTORS

Section 1. Number of Directors. The Corporation shall have a minimum of a five (5) member Board of Directors; three (3) of whom shall be elected each year to hold office in accordance with Section 2 below. The maximum number of board members shall be nine (9). Notwithstanding anything to the contrary herein, none of the members of the Board of Directors governing the Corporation shall have any past or current affiliation with its current Management Company, any of its affiliates or any successor Management Company.

Section 2. Term of Office. The five (5) Directors shall hold office for a period of three years, or until such time as they die, resign, or their term expires.

Section 3. Qualifications. At least one-third (1/3) of current Directors must have significant ties to the Cleveland community. The remaining Directors shall demonstrate an interest in the area of education.

Section 4. Vacancies. A vacancy among the Directors shall be filled by the appointment of a Successor Trustee to serve for the portion of the term remaining. Such appointment shall be by a majority of the then existing Board of Directors.

Section 5. Resignation, Absences, Removal. Resignation from the board must be in writing and received by the Secretary. A board member shall be terminated from the board due to excess absences, more than three (3) unexcused absences from board meetings in a year, shall give cause and consideration for termination. A Trustee may be removed by a majority vote at the discretion of the Board of Directors.

ARTICLE III.

MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

Section 1. General Powers of the Board. The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or the General Not for Profit Corporation Law of Ohio.

Section 2. Other Powers. Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power to fix, define and limit the powers and duties of all officers, to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation; to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

Section 3. Meetings of the Board.

- (a) Meetings of the Board of Directors shall be held at least six (6) times a year pursuant to the Ohio Revised Code and at such other time as is directed by the Board of Directors.
- (b) Special meetings of the Board can be held at any time upon the call of the Board President or any Trustee. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.
- (c) Written notice of any special meeting of the Board of Directors shall be mailed or delivered personally to each Trustee, at least three days before the day on which the meeting is to be held. Every such notice should state the time and place of the meeting.
- (d) For the purpose of legal counsel, the Board can hold a meeting for emergency purposes, without notice. Notice however, shall be given to all Directors of any meeting being called for the purpose of legal advice.
- (e) Annual Meeting of the Board of Directors for the election of officers and for the transaction of any other business which may properly come before the meeting shall be held at such time and place, within or without the State of Ohio, as may be designated from time to time by the Board of Directors.

Section 4. Compensation-Board Stipend Policy.

The Board shall adopt a stipend policy in accordance to the regulations found in ORC 3314.02 ORC 3314.025.

Section 5. By-Laws. For the government of its actions, the Board of Directors may adopt By-Laws consistent with the Articles of Incorporation.

Section 6. Vote of Directors. All actions of the Board of Directors must be made by a majority vote of those in attendance at a meeting of the Board of Directors.

Section 7. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, provided that whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time, without notice other than by announcement of the adjourned meeting, until a quorum shall be present.

ARTICLE IV. OFFICERS

Section 1. General Provisions. The Board of Directors shall appoint a President, such number of Vice-Presidents as the Board may from time to time; and a Secretary, The Board of Directors may from time to time create such office and appoint such other officers, subordinate officers and assistant officers as it may determine. Any two or more of such offices, other than that of President, Vice-President, Secretary, may be held by the same person, but no person shall execute, acknowledge or verify any instrument in more than one capacity.

The Office of Treasurer shall be held by the Board's designated Fiscal Officer. The Fiscal Officer shall serve as an Ex-Officio board member and shall not carry and voting rights.

Section 2. Term of Office. The officers of the Corporation shall hold office for two (2) years or until such time as they die, resign or their term expires. The Board of Directors may remove any officer at any time, with or without cause by majority vote. Any vacancy shall be filled by the appointment of a Successor Trustee to serve for the portion of the term remaining. Such appointment shall be made by a majority of the then existing Board of Directors.

ARTICLE V. DUTIES OF OFFICERS

Section 1. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He or She shall preside at all meetings of the Board of Directors. He or She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature; and shall have all the powers and duties prescribed by the General Corporation Act. President shall further have the power to appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual

performance evaluation; recruit new board members; to appoint individuals to act as spokesperson, or representatives for the organization; periodically consult with board members on their roles and help them assess their performance; to act as a representative and contact person for the board in pending legal matters and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

Section 3. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He or She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. He or She shall be required to give notice of meetings of the Directors and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

all necessary budgets required by law pay vendors and bills as requested by way of board resolution and make financial information available to board members and the public as further defined in paragraph 4 below.

Section 4. Board Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall serve as an Ex-Officio board member but shall not carry and voting rights. The Fiscal Officer may be an employee or independent contractor hired by the Board. Fiscal Officer shall have general supervision of all finances; He or She shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. He shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. He or She shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and He or She shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board

showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public

Section 5. Duties of Officers May be Delegated. In the absence of any officer of the corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Trustee.

ARTICLE VI. SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, School. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

ARTICLE VII. COMMITTEES

Section 1. Standing or Special Committees:

The Board shall have standing or special committees of not more than two (2) Directors, or a quorum if more than five (5) Directors are elected, to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

Section 2. Finance Committee:

The Finance Committee, shall include at a minimum, two (2) board members. The Finance Committee Chair is responsible for authorizing funds to be paid as previously resolved by the Board of Directors and in some instances executing checks prepared by the Fiscal Officer on behalf of the Corporation. The Finance Committee shall develop and review fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board as a whole. However, notwithstanding the foregoing, nothing in this section shall be construed as treasury duties for the Corporation.

Section 3. Nominating Committee:

The Nominating Committee shall be responsible for the identification of future Directors who are elected to serve the Board. Duties: The Nominating Committee will identify, recruit, and nominate persons to serve as members and officers of the board; Secure background checks and legal consents needed secure legal approval of the individual; Work with the staff to prepare the ballot, and send it to the Board of Directors at least two months prior to the scheduled election; Ensure the ballot is sent to the members at least one

month in advance of the scheduled election; Consider candidate attributes, such as professional experience, leadership experience, and diversity (cultural, practice, and geographic), to maximize the Board's effectiveness in serving the needs of all members; and, Present a suitable candidate(s) for appointment by the Board to fill a vacancy if requested.

ARTICLE VIII.
NONDISCRIMINATORY POLICY

The Corporation shall not discriminate on the basis of race, color, gender or ethnic origin with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the School will comply with all federal and state laws regarding the education of handicapped students.

ARTICLE IX.
CONFLICT OF INTEREST

Section 1. CONFLICTS OF INTEREST POLICY AND DISCLOSURE STATEMENTS

The Corporation shall adopt a conflict of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer of other interested person. All Members of the Board of Directors shall annually sign a Disclosure Statement indicating if there is any transaction or arrangement of the Director, Officer, family member or other interested person.

ARTICLE X.
INDEMNIFICATION

Section 1. Indemnification.

(a) Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

(b) Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person

(c) shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, volunteer of, the Corporation.

ARTICLE XI.
AMENDMENTS

This Code of Regulations and/or the Articles of Incorporation may be amended or repealed at any time by the affirmative vote of a majority of the then serving Board of Directors, at a meeting called for that purpose.

ARTICLE XII.
DISSOLUTION

The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the State Auditor or Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any management agreement approved by the Board of Directors, disbursements in excess of Five Thousand Dollars (\$5,000) shall require the signature of the Treasurer and one other officer. Expenditures in excess of Ten Thousand Dollars (\$10,000) shall require approval by the Board of Directors.

Section 4. Staff, Board Consultants and Independent Contractors.

Additional staff shall be hired as may be needed to assist the Corporation in the exercise of its corporate duties. The Board as a whole or through an appointed committee, shall review and determine the need for staffing and make its recommendation to the Board of Directors for acceptance of the same. The finance committee shall determine the reasonable cost for services rendered by board staff and make its recommendation to the Board of Directors for acceptance of the same.

113 BOARD STIPEND POLICY

Whereas the Board of Directors shall set Board stipends as follows:

\$125 for general meetings; \$125 for committee meetings; \$60 for sponsor approved board trainings under 3 hours; \$125 for sponsor approved board trainings over three hours.

Committee meetings shall consist of less than a quorum of board members. Committee meetings consisting of a quorum of board directors shall be properly noticed as a public meeting.

All committee meeting times and dates shall be duly- noted at regular board meetings for record keeping and such meeting should be referenced by committee minutes; stated purpose and attendance sheets for each committee meeting.

Whereas no board member shall receive more than \$5,000 in any calendar year from a combined number of committee meetings; trainings and/or regular board meetings.

ORC 3314.02 ORC 3314.025.

100 BOARD OPERATING PROCEDURES

102 CODE OF ETHICS / CONFLICT OF INTEREST POLICY

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the School (the "Non-Profit" and is intended to apply to the Corporation's directors, officers and employees.

I. PURPOSE OF CODE OF ETHICS

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

II. CONFLICT OF INTEREST POLICY

1. Definitions.

Interested Person. Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- (a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- (b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of \$25 or more in the aggregate shall be considered substantial in nature. financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

2. Procedures

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

3. Records of Proceedings.

The minutes of the board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5. Statements of Understanding.

Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not For-Profit

Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business.

Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful.

The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment.

Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.
- (c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

INVICTUS HIGH SCHOOL
2018-19 BOARD ROSTER

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Financial Policies Manual
Formal Board Purchasing Policies

Rev.: Date: 3/2017

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Approved: Date:
Board Finance Committee

Title: Purpose and Scope

1.1 General

The purpose of the Financial Policies Manual is to document the financial practices used by School to assure the quality of its financial process.

1.2 Governing Authority Expenditures

Board Directors have developed, documented, and implemented procedures and systems to ensure that all expenses incurred in the direct operation of the Board of Director's conform to specified requirements such expenditures include but are not limited to changes in stipend policies per ORC., technology purchases, meeting expenses and additional school funding not contemplated at the time of budgeting.

The Board specifies the types of purchases it considers appropriate; and give the CFO the authority to reject those expenditures which he/she deems inappropriate or unsuitable. If accepted, the Board will approve, via resolution, the amount and purpose of the expenditure at publically notice board meeting.

1.3 Application

The scope of the Financial Policies Manual includes financial policy needed to assure appropriate receipt, expense, and accounting of public funds.

Title: Financial Management System

2.1 General Requirements

[School has implemented a Financial Management System that is continuously maintained for effectiveness and process improvements in accordance with the requirements of its State Charter.

2.2 Documentation Requirements

2.2.1 General

The system documentation consists of five levels; the Board Policy (level one), the Financial Policies Manual (level two), Standard Operating Procedures (level three), Work Instructions (level four) and Records (level five). Supplemental to these documents are the Inspection and Test Plans and Master Lists.

LEVEL I Board Policy – A documented Policy Statement regarding financial management

LEVEL II Financial Policies Manual – The financial Policies Manual establishes requirements and guidelines for the overall management of finance. These requirements and guidelines are applicable to the operations at [Insert Name].

LEVEL III Standard Operating Procedures – The SOP Manual is a collection of Standard Operating Procedures (SOP's), which are documented in conformance with, and support of the Financial Policies Manual's requirements and guidelines. The SOP Manual details the implementation of requirements and guidelines for the operation. (Procedures are placed as hard copies at relevant workstations).

LEVEL IV Work Instructions – Work Instructions are documented as necessary to support each applicable Quality Procedure. They detail **specific** quality or inspection information and **specific instructions** for performance of individual tasks.

LEVEL V Records – Completed Forms provide the objective evidence of compliance.

2.2.2 Financial Policies Manual

The Board delegates the responsibility for the preparation, distribution and the maintenance of the Financial Policies Manual to the Chief Fiscal Officer (CFO).

Assigned holders of the Financial Policies Manual are responsible for maintaining controlled copies and for the communication/training required by the most recent revisions.

Initial Review/Approval – The CFO approves the Financial Policies Manual. The Board approves the Financial Policy.

Review/Approval of Revisions – Revisions to the Financial Policies Manual are subject to the same review and approval process as the original.

Title: Financial Management System

Revisions are subject to the following:

The CFO maintains a history of revisions and a file of superseded documents.

Controlled/Uncontrolled Copies:

- a) The CFO issues only Controlled Copies of the Quality Assurance Manual.
- b) Controlled copies are assigned according to the Quality Manual Distribution List. The CFO maintains the Quality Manual Distribution List.
- c) Serial numbers of copies downgraded from controlled to uncontrolled are not reused.
- d) Only controlled copies of the Quality Policies Manual are distributed and used by [Insert Name] personnel.
- e) Uncontrolled copies are not maintained with subsequent revisions and are not issued to personnel.

Revision Distribution:

The CFO revises all copies of the Quality Policies Manual and distributes as required.

It is the responsibility of the School Finance Committee Board Finance Committee(desinee) and the CFO to implement and maintain the Financial Management System defined in the Financial Policies Manual.

The CFO is responsible for the issuance and control of the Financial Policies Manual.

A record is maintained by the CFO for all controlled copies of the Quality Policies Manual. Manuals are either controlled or uncontrolled issues. Finance Committee and the School's EMO use only controlled copies unless otherwise authorized.

Title: Financial Management System
2.2.3 Control of Documents

The CFO establishes, implements and maintains documented procedures to control all documentation and data that relate to Financial System requirements, to include documents of external origin such as contracts, invoices, bills of lading, purchase orders, etc..

It is the responsibility of the CFO and the EMO holders of financial documents to maintain system documentation.

Documents and data are reviewed and approved for adequacy by the CFO and the appropriate staff as per the documented procedures. These controls ensure that:

- a) All documents, instructions and procedures are adequate for their intended purpose.
- b) Correct documents, instructions and procedures are available for use by the EMO and/or accessible to appropriate personnel.
- c) Obsolete documents are promptly removed from all points of issue or use
- d) Revision levels of documents can be readily identified.

Document Revisions are subject to:

- a) Approval – Revisions to documents are reviewed and approved by the same approval process and/or authority as the original.

- b) Revision Identification – Revised documents reflect the nature of revisions, where practical.

- c) Record of Revisions – Records of revisions are maintained by the issuing function where appropriate.

2.2.4 Control of Records

CFO establishes, implements and maintains documented procedures for the identification, collection, indexing, filing, storage, maintenance and disposition of financial records.

The CFO is responsible for the Control of Financial Records.

TH EMO are also responsible for documentation, accumulation and maintenance of financial records.

Title: Management Responsibility

3.1 Management Commitment

The Board of Directors, CFO and EMO are responsible for the use of public funds entrusted to it and have developed process improvements in accordance with the requirements of its State Charter and all other statutory or regulatory requirements as appropriate.

3.2 Board Policy

School defines and documents its Policy for Financial Management, which provides the overall objectives for an effective Financial Management System. The Financial Policy is relevant to the School's goals and the expectations of its vendors. Our Board Policy is:

[School is committed to providing its students and the public at large appropriate financial management to meet and exceed Government standards and expectations.]

Approved: Date: _____ Board Finance Committee

The Board of Directors through its Finance Committee committed to assuring that this policy is implemented, understood and maintained at all levels of the organization.

Title: Management Responsibility

3.3 Financial Planning

The EMO Board Finance Committee is responsible for identifying needed purchases for the smooth operation of the school.

It is the responsibility of the CFO to ensure the compatibility of all Financial Management System pieces.

The Board Finance Committee, the Board Finance Committee (designee) and the CFO are responsible for monitoring of funds, including the development of new techniques to ensure financial compliance with its State Charter and all other statutory or regulatory requirements as appropriate.

The Board Finance Committee and CFO are jointly responsible for the approval of financial documents and oversight of financial matters.

3.3.1 Financial Management System Planning

The CFO and Board Finance Committee Board Finance Committee reviews the appropriate resource requirements for planning, provides adequate resources and assigns trained personnel to execute all functions of the Financial Management System.

Organizational Changes – As organizational changes are implemented and responsibilities are defined (or newly created), it is the responsibility of the CFO and the Board Finance Committee Board Finance Committee designee) to assure the timely revision of associated documentation and that such changes are properly communicated to the EMO.

3.4 Responsibilities, Authority and Communication

3.4.1 Responsibility and Authority

The EMO Board Finance Committee are responsible for the review of the appropriate resource requirements, providing adequate resources and assigning trained personnel to communicate and execute all functions of the Financial Management System within the organization.

3.4.2 Board Representative

The CFO is the **Board Representative** and is responsible for reporting the progress and implementation of the provisions outlined in the Quality Policies Manual.

The Board Representative is responsible for assuring that the Financial Management System is implemented at all levels of the organization. The Board Representative is an ex-officio member of the Board with the necessary authority required to accomplish implementation. The Board Representative also acts as the liaison for third party auditors.

Title: Management Responsibility

3.4.3 Internal Communication

The EMO Board Finance Committee) ensures that appropriate communication processes are established within the organization.

3.5 Management Review

3.5.1 General

The Board Finance Committed and CFO conduct a Management Review of the Financial System annually, (at a minimum); to assess it's continued suitability, effectiveness and future direction.

Records of Management Reviews – The CFO records/documents a summary, (minutes), of each management review.

3.5.2 Review Input

Management Review Process Inputs – The Board Finance Committee (designee) and CFO review *all* appropriate Financial Management System documentation.

3.5.3 Review Output

Management Review Process Outputs – The Board Finance Committee (designee) and CFO will report to the Board any changes required in the Financial Management System. Board will be responsible for reviewing and approving the changes.[Insert Name]

Title: Resource Management

4.1 Provision of Resources

The EMO is responsible for determining the appropriate resource requirements and providing adequate resources for the organization. This includes, assigning trained personnel to implement and maintain the Financial Management System and continually improve its effectiveness in regards to the School's purchasing requirements.

4.2 Human Resources

4.2.1 General

EMO establishes, implements and maintains documented procedures for identifying training needs and for ensuring that personnel performing activities affecting quality are adequately trained, qualified and certified per established requirements or standards.

4.2.2 Competence, Awareness and Training

EMO is responsible for defining personnel qualifications and ensuring that the appropriate personnel are trained and aware of their role affecting financial management. Accordingly, the EMO (or designee) is responsible for maintaining personnel training records.

4.3 Infrastructure

EMO establishes and maintains the facilities, utilities and all associated hardware, software and supporting services needed to achieve financial management.

Title: Financial Processes

5.1 Purchasing

5.1.1 Purchasing Process

The Board of Directors have developed, documented and implemented procedures and systems to ensure that material, products and services purchased from suppliers conform to specified requirements.

The EMO (designee) is responsible for Purchasing procedures and the CFO is responsible for the collection of all relevant documentation, such as records.

5.1.2 Purchasing Information

EMO ensures that specified vendor and service agreements are adequate prior to being communicated to the CFO and that they describe the product or service, and include:

- a) requirements for board approval of specific purchase via resolution or board authority under a maximum dollar threshold
- b) appropriate invoice and grant coding
- c) executed contract between School and Vendor

5.1.3 Verification of Purchased Product

EMO ensures that purchased products meet specified requirements in accordance with quality procedures. The verification of purchased parts, materials and services, including purchaser-supplied material, are the responsibility of the EMO designee).

5.2 Accounts Payable and Payment Processing

5.2.1 Invoice Processing and Payment

CFO has developed, documented and implemented procedures and systems to ensure that payments to vendors and service providers conform to specified requirements.

The Board EMO designee) is responsible for verifying purchases and services and the CFO is responsible for check processing.

The CFO is responsible for all relevant documentation, such as records.

5.3 Accounts Receivable and Treasury Management

5.3.1 Revenue Processing and Deposits] CFO has developed, documented and implemented procedures and systems to ensure that revenue received from vendors, parents, students, and the State conform to specified requirements.

The Board Finance Committee(designee) is responsible for verifying and resolving to accept revenue and the CFO is responsible for deposits.

The CFO is responsible all relevant documentation, such as records.

5.4 Fixed Assets

5.4.1 Fixed Asset Processing

The Board of Director's have developed, documented, and implemented procedures and systems to ensure that fixed assets purchased or donated from vendors, parents, students, and the State conform to specified requirements. Capitalization of fixed assets is set at individual items that cost more than \$5000. The EMO (designee) is responsible for verifying fixed assets and oversight of the inventory. The Board Finance Committee(designee) and CFO are responsible all relevant documentation, such as records, and schedules. This process is Specified further in Exhibit A.

5.5 Travel Policy

5.5.1 Travel Processing

The Board of Director have developed, documented, and implemented procedures and systems to ensure that travel by Board Director's or their designee's conform to specified requirements. This process is specified in Exhibit B.

The CFO (designee) is responsible for verifying fixed assets and oversight of the inventory.

The Board Finance Committee(designee) and CFO are responsible all relevant documentation, such as records, and schedules.

5.6 Investment Policy

5.6 Investment Policy-The Board Director's have developed, documented, and implemented procedures and systems to ensure sound priorities and guidelines regarding the investment management of the funds of School which are held in trust, by the School's Board of Directors (such funds hereinafter referred to as "School" funds or School Portfolio). Such priorities and guidelines are based upon Chapters 135.14 and 135.142 of the Ohio Revised Code and prudent money management. This policy includes (totally or partially) sections of the statute in order to describe eligible investments. In some sections, the policy places further limits upon the use of eligible investments or investment transactions.

5.7.1 Investment Processing

In certain sections, the policy places further limits upon the use of eligible investments or investment transactions. All processes is specified in Exhibit D.

The CFO is responsible for verifying investments and investment transactions.

The Board Finance Committee(desinee) and CFO are responsible all relevant documentation.

5.8 Receipt and Expenditure of Federal Funds

School receives an allocation of Federal funds and delegates to the EMO the responsibility for spending the Federal funds (typically on a reimbursement basis) in accordance with the Application and in accordance with federal, state and local laws where applicable including but not limited to 34 CFR 80.36 and 34 CFR 70.20 et seq. related to procurement. The EMO shall establish for the EMO the minimum policies, procedures, and internal controls needed to comply with federal legal requirements related to the expenditure of Federal funds.

The Board delegates to its CFO the responsibility for receiving, reviewing and submitting to the Ohio Department of Education for approval all invoices related to the expenditure of Federal funds. The EMO shall present to the CFO invoices related to the expenditure of funds on eligible activities under the Application. In requesting reimbursement, the EMO shall certify to the Board's Designated Fiscal Officer that to the best of his or her knowledge all expenditures have been made in accordance with the Application and in accordance with federal law. This process is specified in Exhibit E.

Board Operating Procedures and Expenditures are specified under Exhibit F.

Title: Financial Reporting, Analysis and Monitoring

6.1 General

The Board of [Directors] understand that financial reporting, analysis and monitoring are necessary to ensure:

- a) Public funds are received and spent appropriately;
- b) Management is meeting its target goals and initiatives; and
- c) To comply with appropriate laws and regulations

6.2 Financial Reporting

6.2.1 Bank Reconciliation

CFO has developed, documented and implemented procedures and systems to ensure that bank reconciliations conform to specified requirements.

The Board Finance Committee (designee) is responsible for reviewing bank reconciliations and the CFO is responsible for preparation of the reconciliation. The Board Finance Committee(designee) is responsible for giving the reconciliations to the Board.

The Board of Directors at large, are responsible for reviewing the reconciliation, questioning any discrepancies, and approving the reconciliation

6.2.2 Financial Reports

CFO establishes, implements and maintains documented procedures for comprehensive financial reports at planned intervals to comply with appropriate laws and regulations, Board policy, and to verify the effectiveness of the Financial Management System.

The CFO is responsible for preparing all financial reports per documented procedures. The CFO develops a schedule for all financial reports according established timelines or special requests. Reports and prepared according to GASB, GAAP, Board requirements and/or other established laws and regulations plans. Copies of all reports are forwarded to the Board, appropriate government agency, or other interested party and maintained by the CFO.

6.3 Financial Analysis and Monitoring

CFO implements and maintains comprehensive methods for monitoring and measuring the school finances, which demonstrates the importance that the Board and Administration places on funds propriety. When planned results are not achieved, corrective actions are implemented and monitored for effectiveness.

6.3.1 Variance Analysis and Fund Balance Monitoring

EMO implements and maintains comprehensive methods for monitoring funds usage through variance analysis fund balance monitoring. Evidence of conformity with the acceptance criteria is maintained in the records and through the approvals of the Board Finance Committee (designee), CFO and the Board.

Title: Financial Reporting, Analysis and Monitoring

6.4 Control of Nonconforming Issues

CFO and the EMO are jointly responsible to establish, implement and maintain documented procedures to ensure that nonconforming issues are handled as defined in Board Policy and in compliance with appropriate laws and regulations.

The CFO is responsible for working out non-conforming issues with the Board Finance Committee (designee) and staff to the extent that the issue permits. In the event that the CFO cannot make corrective action, the CFO will inform the Board of the issue. Should the issue rise to the level of fraud, the appropriate government authority will be notified.

6.5 Improvement

6.5.1 Continual Improvement

[The Board of Director's continually improves the effectiveness of its Financial Management System through the use of the Board Policy, quality objectives, audit results, analysis of data, corrective and preventive actions and management reviews.

6.5.2 Corrective Action

[The Board of Directors establishes, implements and maintains documented procedures to initiate corrective and preventive actions as needed. Corrective Action Procedures define the requirements for:

- a) Reviewing nonconformities (including complaints)
- b) Determining causes of nonconformities
- c) Evaluating the need for action to ensure that nonconformities do not recur
- d) Determining and implementing the action needed
- e) Records of the results of action implemented
- f) Review of corrective action implemented

The Board of Directors are responsible for Corrective Actions and a feedback system is used to provide early warning of quality problems and for input into the corrective action system.

6.5.3 Preventive Action

The Board of Director's establishes and maintains documented procedures to determine the appropriate preventive actions required to eliminate the causes of potential nonconformities in order to prevent their occurrence. Preventive Action Procedures define the requirements for:

- a) Determining potential nonconformities and their causes
- b) Evaluating the need for action to prevent occurrence of nonconformities
- c) Determining and implementing the action needed
- d) Records of the results of action implemented
- e) reviewing preventive action implemented

The Board of Directors is responsible for Preventive Action .

SCHOOL MANAGEMENT STATUS :

THE INVICTUS HIGH SCHOOL DOES NOT HAVE A MANAGEMENT COMPANY OR SCHOOL OPERATOR.

The Board of Directors employ a school Executive Director.

April Hart, Esq.
5/2/18

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

By signing this document, I Antoine Williams, hereby certify that I am the School Governing Authority President and/or authorized representative of Invictus High School. If Invictus should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in Ohio Revised Code, Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Community School Closing/Suspension Procedures put in place by the Ohio Department of Education or the sponsor at the time of the School's closing.

Furthermore, the School Governing Authority appoints April N. Hart, Esq., or the then current School leader and/or Attorney, as Designee, to coordinate the closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the sponsor at the time of the School's closing are fully completed.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the duties to be undertaken should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law.

Upon closure or suspension of the school, any property that was acquired by the operator or management company of the school using state funds that were paid to the operator or management company by the School Governing Authority as payment for services rendered shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.

The designated fiscal officer and/or School Governing Authority shall ensure all financial and enrollment records are delivered to the Sponsor in a timely manner as well as to other entities specified in rule or Ohio Revised Code.

Antoine Williams
School Governing Authority President

3/2/18
Date

April N. Hart
Designee

3-2-18
Date

[Signature]
Treasurer

3.5.18
Date

ATTACHMENT 3.7

RACIAL AND ETHNIC BALANCE

a.) Plan to Achieve or Continue Racial and Ethnic Balance

The School will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population.

The School Governing Authority will assess the Racial and Ethnic Balance of the School within the first two months of the calendar year using detailed demographic information obtained from the U.S. Census Bureau and/or local report cards for which the school draws its students to determine racial balance comparative to the population.

Information will be reviewed by the School leader, the management company and the Governing Authority. Marketing plans for the School will be adjusted to ensure racial diversity. Efforts will be made to draw students from a diverse area to best reflect the local population's ethnic and racial diversity.

That being said, as the School is a public school and enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

Attachment 3.9

Student Residency Verification Policy

Overview

In compliance with Ohio state law, IHS requires that students provide proof of residency as a step in the enrollment process.

IHS permits enrollment by students who reside in any district in the state of Ohio.

In order to maintain accurate and updated student residency information, IHS requires that students and/or parents/guardians notify IHS in writing of any changes to the student's place of residency.

In an update to the above-established policy, IHS will disclose to parent/guardian/student annually their requirement to notify IHS of any change of address which may alter their residency status.

Proof of Residency Upon Enrollment

Pursuant to Section I of the IHS Student Handbook (Admission Information) Item A. Enrollment, Number 2:

In order to complete your enrollment application, you will also be required to submit copies of your Birth Certificate, Immunization Record, and proof of residence, such as a monthly utility bill, lease, or mortgage statement. A photo ID may also be required.

It is under the above referenced section that IHS requires a valid proof of residency such as a monthly utility bill, lease, or mortgage statement as proof of residency for students upon enrollment in accordance with Ohio state law.

Change of Residency Notification Policy

Pursuant to Section I of the IHS Student Handbook (Admission Information), Item A. Enrollment, Number 2:

It is the Parent/Guardian/Student's responsibility to inform the School office of any change of address or phone number. Any other relevant information must also be updated in the office. If you have a change of address, you are required to bring the corrected student information and proof of residency documentation to the School office. If there is a change of custody for the student, you are required to bring the corrected student information, including the current custody order, to the School office.

In the IHS Student Handbook, the school notifies the parent/guardian/student of the need to re-affirm proof of residency in the case of any change in student residency information by submitting the required documentation as outlined by Ohio state law.

Monthly Affirmation of Student Residency

IHS will conduct monthly internal audits of instances in which a parent/guardian/student has submitted an updated proof of residency as a result of a change in student address. Changes in residency will be updated to student's file.

Annual Residency Verification

As an annual measure of residency verification, Invictus High School will release an annual reminder statement to parent/guardian/student reminding them of their responsibility to notify the school of a change in address via the steps identified in the IHS student handbook Section I, Item A, Number 2.

Approved by the Board of Directors on:

September 25, 2018

Board President Signature:

Antonie Williams

ATTACHMENT 3.9a

ADMISSIONS POLICY

- a.) **Admission Procedures**
- b.) Open Enrollment Policy
- c.) At-Risk Definitions (if applicable)

a) Admissions Procedures

Admission to the School is open to any student between the ages of 16-21 in grades 9 through 12 who reside in any district in the State of Ohio. The School does not discriminate against any student who meets the above criteria, however the School's targeted population consists of students who have previously dropped out of high school, or are at risk of dropping out of high school, students who may be deficient in high school credits compared to their peers, and/or students who face barriers outside of school, which may force them to seek out alternative educational options. . Preference of admission will be given in the following order:

1. Returning students
2. Students who reside in the district where the School is located;
3. Siblings of returning students; and
4. New students (if space is available).

Nondiscrimination Statement:

The School does not discriminate in admissions based on race, religion, national origin, ancestry, marital or parental status, sexual orientation, creed, color, disability, or gender.

Capacity & Lottery:

The School will not exceed the capacity of the School's programs, classes, grade levels or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants in the categories of preference set forth above.

b) Open Enrollment:

Enrollment is open to students who reside in any district in the state of Ohio and who is entitled to attend school. Students are eligible to enroll beginning the first day of each respective school year through the last day of the year according the school calendar.

To enroll, parents/guardians must submit the following to the School:

- Completed registration form
- Student's birth certificate

- Photo identification of parent/guardian enrolling the student
- Student's current immunization record
- **Proof of Residency** - one of the following in the parent/guardian name, showing a street address:
 - mortgage statement
 - lease agreement
 - utility statement or receipt of utility installation issued within ninety (90) days of the date of enrollment
 - bank statements of the parent or student
 - voter registration card
 - current homeowner's or renter's insurance declaration
 - paycheck or paystub issued to the parent or student within ninety (90) days of the date of enrollment that includes the address of the parent's or student's primary residence
 - any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction
- Custody paperwork, if applicable

c) At-Risk Definitions:

Both minor and adult aged students can be defined as "at-risk" using a variety of different indicators. The indicators listed below is not an all-inclusive list but they are the most common identifiers that we believe affect student learning and can specifically stop students from earning a high school diploma if not acknowledged and addressed in the school setting.

- Having a disability or illness
- Have experienced abuse or trauma
- Exhibited behavior problems
- Assessed at below grade levels in content areas, specifically reading and math
- Family issues such as poverty, little parental involvement in education or emphasis on education, mental illness
- The student is a parent
- Criminal history
- History of chronic truancy
- Credit deficient when compared to peers

Acknowledging these potential barriers, and then assisting in removing them by developing relationships and utilizing community resources is a key component to the success of our school.

ATTACHMENT 3.9b

ADMISSIONS POLICY

- a.) Admission Procedures
- b.) Open Enrollment Policy**
- c.) At-Risk Definitions (if applicable)

a) Admissions Procedures

Admission to the School is open to any student between the ages of 16-21 in grades 9 through 12 who reside in any district in the State of Ohio. The School does not discriminate against any student who meets the above criteria, however the School's targeted population consists of students who have previously dropped out of high school, or are at risk of dropping out of high school, students who may be deficient in high school credits compared to their peers, and/or students who face barriers outside of school, which may force them to seek out alternative educational options. . Preference of admission will be given in the following order:

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 - any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction
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- Family issues such as poverty, little parental involvement in education or emphasis on education, mental illness
- The student is a parent
- Criminal history
- History of chronic truancy
- Credit deficient when compared to peers

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ATTACHMENT 3.9c

ADMISSIONS POLICY

- a.) Admission Procedures
- b.) Open Enrollment Policy
- c.) **At-Risk Definitions** (if applicable)

a) Admissions Procedures

Admission to the School is open to any student between the ages of 16-21 in grades 9 through 12 who reside in any district in the State of Ohio. The School does not discriminate against any student who meets the above criteria, however the School's targeted population consists of students who have previously dropped out of high school, or are at risk of dropping out of high school, students who may be deficient in high school credits compared to their peers, and/or students who face barriers outside of school, which may force them to seek out alternative educational options. . Preference of admission will be given in the following order:

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3. Siblings of returning students; and
4. New students (if space is available).

Nondiscrimination Statement:

The School does not discriminate in admissions based on race, religion, national origin, ancestry, marital or parental status, sexual orientation, creed, color, disability, or gender.

Capacity & Lottery:

The School will not exceed the capacity of the School's programs, classes, grade levels or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants in the categories of preference set forth above.

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 - bank statements of the parent or student
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 - current homeowner's or renter's insurance declaration
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 - any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction
- Custody paperwork, if applicable

c) At-Risk Definitions:

Both minor and adult aged students can be defined as "at-risk" using a variety of different indicators. The indicators listed below is not an all-inclusive list but they are the most common identifiers that we believe affect student learning and can specifically stop students from earning a high school diploma if not acknowledged and addressed in the school setting.

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- The student is a parent
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- Credit deficient when compared to peers

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ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

a.) Policy to Comply with Federal and State Laws Regarding the Education of Students with Disabilities.

The School has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The School will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of students with disabilities.

1. Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
2. Discipline- A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, The School will abide by all federal laws regarding discipline, suspension and expulsion.
3. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
4. The School will employ HQT teacher(s) and para-professionals with proper credentials to provide services for students with disabilities and limited English proficiency.

LEASE

THIS LEASE (the "Lease") made this 1st day of July, 2019, by and between TMN, Ltd., an Ohio limited liability company ("Landlord"), whose address is 9481 Yorkview, North Royalton, Ohio, 44133 and Invictus High School, an Ohio not-for-profit corporation ("Tenant"), whose address is 3122 Euclid Avenue, Cleveland, OH 44115.

WITNESSETH:

That Tenant is leasing the Premises to operate an Ohio Charter School drop-out recovery program and that the School Governing Authority may carry out any act and ensure the performance of any function that is in compliance pursuant to Ohio Revised Code Chapter 3314 and other statutes applicable to community schools and the terms of this Lease.

That in consideration of the covenants and conditions herein contained and in consideration of the rents herein reserved to be paid by the Tenant, the said Landlord does hereby covenant, stipulate and agree to and with the Tenant as follows:

1. **Description of Premises; Landlord Delivery.** Landlord leases to Tenant the premises more particularly on Exhibit A attached hereto and incorporated herein (the "Premises") and located in the building (the "Building") at 3969 Lee Rd, Cleveland, OH 44128 (the "Property"). The Premises contains approximately 8,400 ± rentable square feet. The Premises shall consist of the entire Building and Property. Landlord will deliver the Premises to Tenant on or before July 1, 2019, subject to Force Majeure as defined herein (the "Guaranteed Delivery Date").
2. **Condition of the Premises.** Tenant accepts and takes the Premises AS IS without any express or implied warranty. By accepting the Premises, Tenant warrants and represents that the Premises is satisfactory for its intended use as a community school.
3. **Term.** The term of this Lease is for three (3) years, beginning on July 1, 2019 and terminating on June 30, 2022, at 11:59 p.m. (the "Term"). If Tenant shall not be in default under this Lease at the time of the election and commencement of the Renewal Term, Tenant shall have the right to extend the Term of this Lease for an option to renew for three (3) years on the same terms and conditions set forth herein (each a "Renewal Term") except as otherwise set forth herein, Tenant shall provide Landlord with notice of its decision to renew at least ninety (90) days prior to the expiration of the existing lease.
4. **Rent.** Tenant's obligation to pay base rent on the Premises shall commence on July 1, 2019 ("Base Rent"). All Base Rent payments shall be made to Landlord at the address specified herein. Rent shall be payable monthly in the amount Eight Thousand Five-Hundred Dollars (\$8,500.00) on the first of each month during the Term and Renewal Term. Base Rent shall be paid on the first day of each calendar month during the Term.
5. **Additional Rent.** All Improvement Costs, taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, shall be deemed to be additional rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided

for failure to pay rent. Base rent and additional rent are sometimes collectively referred to as "rent" or "Rent".

6. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Tenant nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided herein or otherwise available at law or in equity.

7. **Use.** The Tenant may use the Premises for the operation of a charter school or for any other lawful use.

8. **Waste, Nuisance, or Unlawful Activity.** Tenant shall not allow any waste or nuisance on the Premises. Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or hazardous business purpose. Tenant shall immediately, on discovery of any unlawful, disreputable, or hazardous use, take action to halt such activity.

9. **Compliance With Laws.** The Tenant shall promptly and fully comply with all Applicable Laws of any and all duly constituted authorities having jurisdiction, concerning or affecting the Premises and the operations of the Tenant's business thereon and shall maintain the Premises in accordance with all Applicable Laws. Landlord, at its sole expense, shall deliver possession of the Premises in compliance with all Applicable Laws of any governmental entity or agency having jurisdiction, which shall include, without limitation, undertaking any modifications as are necessary during the Term of the Lease to comply with the Americans With Disabilities Act of 1990, as amended.

10. **Utilities.** All applications and connections for necessary utility services on the Premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, trash removal service, fire and security alarm service, and telephone services. The Tenant shall assume responsibility for payment of all utilities upon taking possession of the Premises.

11. **Taxes.** Tenant shall pay all taxes, assessments, or other governmental charges that shall or may during the Term and any Renewal Term be imposed on, or arise in connection with the use of, the Premises or any part thereof. In the event this Lease is for any period which does not coincide with a full calendar year, the taxes to be paid by Tenant for such period shall be prorated on a daily basis corresponding to the period of the Term and any Renewal Term of the Lease. Notwithstanding anything contained in this Lease to the contrary, provided the Property is exempt from real estate taxes and Tenant maintains tax exempt status under Applicable Law and is not otherwise, under Applicable Law required to pay sales or property taxes pursuant to Applicable Law, then Tenant shall not be obligated to pay the same during the Term or any Renewal Term under this Lease for which the exemption of real estate taxes are applicable. However, in the event Tenant fails to maintain its tax exempt status under Applicable Law or is otherwise required to pay either sales or property taxes pursuant to Applicable Law, or the Property is not exempt from real estate taxes, then Tenant shall timely pay such taxes. Notwithstanding anything in this Lease to the contrary, if Tenant

loses any tax exemption due to Landlord's failure to timely file any required tax exemption applications or related work required to secure such exemptions, then Landlord shall be liable for such taxes for the period to which the exemption would have applied. Tenant shall assist Landlord as possible with required filings for tax exemption. In addition to any other obligations set forth in this Lease, unless Tenant is exempt under applicable law, any sales, gross income, rental, single business tax or other duly imposed tax, charge or tariff required to be paid by Landlord or Tenant which is measured by or imposed upon the Rent (or any parts thereof) or other charges herein, shall be paid directly by Tenant or, if paid by Landlord, shall be reimbursed to Landlord by Tenant within ten (10) days from receipt of an invoice by Tenant.

12. **Fire Insurance.**

- (A) The Landlord shall, at its own cost and expense, procure, and at all times during the Term of this Lease and any Renewal Term, pay for and maintain fire and extended coverage insurance on the buildings and improvements located upon the Property, in a company or companies reasonably acceptable to Landlord licensed and authorized to do insurance business in the State of Ohio. Both Landlord and Tenant shall be named as insured parties. The Landlord shall furnish Tenant with a certificate of such insurance, which certificate shall provide that such insurance shall not be cancellable without thirty (30) days prior written notice to Tenant, as additional insured.

- (B) To the extent permitted by Applicable Law and provided it does not invalidate either Landlord's or Tenant's insurance, Landlord and Tenant each hereby waive all right of recovery against the other party in connection with any loss or damage to the Premises (including, without limitation, improvements in and to the Premises made by either Landlord or Tenant and/or to Tenant's personal property therein) caused by any of the perils covered or required to be covered by insurance hereunder (including any election to self-insure by Tenant as to which Tenant shall be deemed to be the "insurer" and have waived all right of recovery by way of subrogation against Landlord), whether due to negligence of such other party, its agents, contractors or employees, or otherwise, but only to the extent of the amount of insurance proceeds that the releasing party receives under the insurance policy that the releasing party maintains under this Lease. Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Premises (including, without limitation, improvements in and to the Premises made by either Landlord or Tenant and Tenant's personal property therein) shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises caused by any of perils covered by such insurance.

13. **Tenant's Property.** Any property brought onto or kept on the Premises by the Tenant shall be at the sole risk of the Tenant. The Tenant agrees that upon surrender or abandonment of the Premises, the Landlord shall not be liable or responsible for the storage or disposition of the Tenant's personal property or any damage or destruction to such personal property no matter what the cause.

14. **Force Majeure.** In the event Landlord or Tenant is prevented or delayed in the performance of any improvement or repair or fulfilling any other obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials, governmental delay, or other causes beyond the performing party's reasonable control, and any Tenant Delay (applicable to Landlord only), as defined herein, the performing party shall, within ten (10) days of the event causing such delay, provide written notice to the other party of the event causing the delay and the anticipated period of delay, and the period of such delay shall be added to the time for performance thereof. The performing party shall have no liability by reason of such permitted delays. In the event the performing party fails to provide notice to the other party of the force majeure delay within such ten (10) day period, the performing party shall not be excused from the timely performance of such obligation regardless of the cause. "Tenant Delay" shall mean Landlord is inhibited, prohibited, prevented or delayed in performance of any obligation under this Lease as a result of an act or omission of Tenant, its employees, agents, contractors, officers or directors of Tenant, including failure to timely respond to Landlord in connection with construction and installation of Landlord's Work, approval of drawings and specifications.

15. **Brokerage.** Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease, and Landlord and Tenant agree to indemnify and save the other harmless from any liability that may arise from such claims, including reasonable attorneys' fees.

16. **Licenses and Permits.** The Tenant shall pay for and maintain in good standing at all times during the Term and any Renewal Term, all licenses and permits required by Applicable Law for the operation by the Tenant of its business on the Premises during the continuance of the Term of this Lease or any renewal or extension thereof. Landlord shall pay for all licenses and permits required by Applicable Law for any Landlord improvements.

17. **Alterations, Additions, and Improvements.**

- (A) Tenant may at any time during the Term and any Renewal Term, subject to the conditions set forth below and at its own expense, make any non-structural alterations, additions or improvements in and to the Premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural integrity or strength, or lessen the value, of the Premises, or change the purpose for which the Building, or any part thereof, may be used.
- (B) Before commencement of any work, all plans and specifications shall be approved by Landlord in its sole discretion and, after approval by Landlord, filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest

therein, and all work shall be done in accordance with requirements of local regulations. All alterations constructed or installed by Tenant shall be constructed in accordance with Applicable Law and Tenant shall comply with mechanic's lien law and Section 24 of this Lease.

- (C) All alterations, additions and improvements on or in the Premises at the commencement of the Term and that may be erected or installed during the Term or Renewal Term, shall become part of the Premises and the sole property of the Landlord, except that all movable trade fixtures shall be and remain the property of Tenant.

18. **Repairs and Maintenance.** Landlord, at its sole expense, shall keep the roof, the foundation and the Building structural components, the exterior walls of the Building in good condition and repair, and shall be responsible for the underground plumbing and the sewer on the Property to the Building. Tenant, at Tenant's expense, shall ensure that the Premises, Building and Property comply with all Applicable Laws, which shall include, without limitation, undertaking any modifications as are necessary during the term of the Lease to ensure compliance with the Americans With Disabilities Act of 1990, as amended. Tenant shall keep the heating, ventilating, air conditioning, electrical and plumbing systems for the Building, whether located inside or outside the Premises or Building, in good condition and shall repair and shall replace any portion of such system as required from time to time. Except as set forth above, Tenant shall, at all times during the Lease and at its own cost and expense, maintain the interior of the Premises and keep them in good condition and repair and shall use all reasonable precautions to prevent waste, damage, or injury to the Premises. The Tenant shall provide for its own janitorial, lawn maintenance, snow removal and pest control services. Tenant shall obtain, and keep in place with a licensed HVAC contractor, reasonably acceptable to Landlord during the Term and any Renewal Term, a preventative maintenance and service agreement for the routine inspection, repair and maintenance of the HVAC system servicing the Premises ("HVAC Maintenance Agreement") no less often than one time every six (6) months, which agreement shall conform to the requirements of any warranty covering said HVAC system, and Tenant shall provide Landlord with a copy of such agreement within thirty (30) days following the beginning of the Term, and shall thereafter provide Landlord with a copy of any notice of renewal or termination thereof. Notwithstanding anything herein to the contrary in this Section 18, the Landlord shall be responsible for and will pay for the portion of each cost of repair and replacement of HVAC system, electrical system and plumbing system that are in excess of One Thousand Dollars (\$1,000.00). To avoid doubt, Tenant shall pay the first One Thousand Dollars (\$1,000.00) for each repair and replacement. If a plumbing, electrical or HVAC fixture or system must be replaced, Tenant will pay the first One Thousand Dollars (\$1,000.00) of the cost of such replacement. For all repairs and replacements in excess of One Thousand Dollars (\$1,000.00), Tenant shall obtain at least three (3) estimates from contractors approved by Landlord, and Tenant and Landlord shall mutually choose the contractor and agree on the scope of the work to be performed. Tenant shall cause all such repairs and replacements to be performed and completed in accordance with Applicable Law and Section 24 of this Lease. Notwithstanding anything in this Section 18 to the contrary, if any repair or replacement is the result of the act or omission of Tenant, or any Tenant employee, invitee, student, contractor, agent, excluding ordinary wear and tear, then Tenant shall be responsible for the total cost of such repair or replacement.

19. **Quiet Enjoyment.** The Landlord covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. Tenant, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on Tenant, shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the Term aforesaid free from disturbance by the Landlord or anyone claiming by, through or under the Landlord.

20. **Access to Premises.** Tenant shall permit Landlord or his agents to enter the Premises at all reasonable hours (at any time in case of emergency) upon reasonably prior notice to inspect the Premises or make repairs and replacements that Tenant may neglect or refuse to make in accordance with the provisions of this Lease subject to Tenant's notice and cure periods set forth herein. Landlord shall have the right to come onto the Premises at any time without notice in the case of an emergency.

21. **Indemnity and Liability Insurance.** The Tenant shall indemnify, save and hold harmless the Landlord from and against any and all claims, suits, actions, damages and causes of action, accruing during the Term of this Lease, for any personal injury, loss of life and damage to property sustained in or upon the Premises by reason of or as a result of the Tenant's occupancy or use of the Premises, and from and against any orders, judgments and decrees which may be entered thereon, and from and against all costs and liabilities incurred in and about the defense of any such claim; provided, however, nothing herein shall obligate Tenant to indemnify, save and hold harmless Landlord to the extent of Landlord's negligent or intentional act. The Tenant will, at its own expense, procure, and at all times during the Term and any Renewal Term of this Lease continue in force and effect, commercial general liability insurance on said Premises, protecting the Landlord and Tenant against any and all claims for injuries, including death, to persons and/or damages to property occurring in, upon or about the Premises and every part thereof, such liability insurance to be in an amount determined by the Tenant, but not less than One Million Dollars (\$1,000,000.00). Landlord shall be named an additional insured on Tenant's liability insurance policy. The Tenant shall provide Landlord with a certificate of insurance evidencing such coverage which shall provide that such policy may not be cancelled without providing the Landlord with 30 days prior written notice. The Landlord will maintain property insurance on the Premises at Landlord's sole cost and expense.

22. **Destruction of Premises.** In the event the Premises shall be destroyed or damaged by fire or other casualty during the Term and any Renewal Term of this Lease, to the extent so that said Premises shall be unfit, in whole or in part, for the occupancy thereof by Tenant, the Landlord shall have the right to rebuild and repair the Premises to substantially conform to the Premises as were in existence prior to the damage or destruction, and to apply the proceeds of insurance provided by Tenant against the costs thereof; provided that in the event Landlord elects not to restore or rebuild said Premises, then this Lease shall terminate and Tenant shall vacate the Premises within thirty (30) days from date of such termination and the insurance proceeds shall be the Landlord's.

In the event such restoration or rebuilding shall be performed by Landlord, such work shall be commenced not later than ninety (90) days after the event of such damage or destruction and Landlord shall thereafter prosecute the work with diligence to completion, the same in any event to be completed within a reasonable time.

In the event of total destruction of the building improvements or such damage thereto as shall render the same unfit for the carrying on of Tenant's business on the Premises, the

payment of rent shall cease until the building is rebuilt or until Landlord elects not to rebuild. Rental shall again commence in full if and when the Premises shall have been substantially completed.

In the event of partial destruction or such damage that the business of Tenant may continue to be carried on without substantial interruption, and with or without temporary repair, the rent shall continue and not be abated. In the event of the partial destruction or damage to the Premises so that the business of Tenant may be carried on but with substantial impairment, the rent shall be adjusted pro rata to abate that part of the Rent attributable to the unfit portion for that period of time.

23. **Condemnation.** If the whole of the Premises shall be taken for any public or quasi public use under any statute by right of eminent domain, or if any part of the Premises is so taken and the part not so taken is insufficient for the operation of Tenant's business, this Lease and the term granted by it shall cease and expire as respects the entire Premises on the date when possession shall be given by Tenant. All rents and other charges shall be prorated and paid to that date, and Landlord shall refund to Tenant all rents and other charges paid by Tenant in respect of any periods subsequent to such date. The Landlord shall be entitled to all proceeds of any condemnation; and, provided that Landlord's award is not reduced, this provision shall not prohibit Tenant to seek a separate award and obtain relocation moving expenses. Tenant shall have no right to any value or claim to any value of the leasehold created by this Lease.

24. **Construction Liens.**

- (A) The Tenant shall not do or suffer anything to be done whereby the Premises are a part may be encumbered by any lien of mechanics, laborers, contractors or materialmen, chattel mortgages or any other lien, and shall, whenever and as often as any lien is filed against the Premises, discharge the same of record within ten (10) days after the date of Tenant's notice of the filing. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no construction or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the land and building of which the Premises herein demised are a part. Tenant shall comply with all mechanic's lien laws under Ohio law including filing of a notice of commencement prior to commencing any repairs, replacement or other work on the Premises. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend for Landlord (and Landlord's mortgage and agents), at Tenant's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save harmless Landlord (and Landlord's mortgage and agents) from any liability, claim or damages resulting therefrom. In default of Tenant procuring the discharge, as aforesaid, of any such lien, Landlord may, without further notice, procure the discharge thereof by bonding or payment or otherwise, and all costs and expenses to which Landlord may be put in obtaining such discharge shall be paid by Tenant as additional rent within ten (10) days after notice from Landlord of the amount due.

- (B) Notwithstanding anything to the contrary contained in applicable law or in this Lease, Tenant shall not be deemed to be a partner, joint venturer or agent of Landlord; and in no event shall any lien resulting from Tenant's improvements to the Premises encumber Landlord's underlying fee simple estate. Tenant agrees that it shall not enter into any contract for any improvements to the Premises unless the following language is included in such contract:

"Notwithstanding anything herein contained to the contrary, the contractor acknowledges that Tenant holds only a leasehold interest in the property which is the subject of this contract. Tenant is not the agent or the owner of the property, and no lien resulting from work performed under this contract shall attach to the interest of such owner."

Tenant shall provide Landlord with copies of each contract to evidence compliance with this provision.

- (C) Tenant shall not permit any work to be commenced until such time as Tenant has provided Landlord with a fully executed copy of the construction contract evidencing incorporation of the aforesaid language. In addition, prior to the commencement of work, Tenant shall post the following notice in a conspicuous place on the Premises, and shall assure that such notice is maintained throughout the entire course of construction.

**"NOTICE TO CONTRACTORS, SUBCONTRACTORS,
MATERIALMEN AND LABORERS**

Notice is hereby given that work on 3969 Lee Road, Cleveland, Ohio is being performed for Tenant. Tenant is not the agent or the owner of this property, and any lien rights shall be limited to the Leasehold estate of Tenant and shall in no event attach to the interest of the owner."

25. **Waiver of Landlord's Lien.** Landlord hereby waives any lien it may have, statutory or otherwise, on any of Tenant's property, furniture, fixtures and equipment on the Property during the entire Term of this Lease.

26. **Subordination.**

- (A) This Lease shall be subject and subordinate at all times to any and all mortgages that now or may encumber the Premises and to any renewal, modification, consolidation, replacement, and extension of any such mortgage; provided that the holder of any such mortgage shall enter into a written agreement with Tenant to the effect that in the event of foreclosure or other action taken under the mortgage by the holder of the mortgage, this Lease and the rights of the Tenant under it shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default. Provided, further, that such agreement between the mortgage holder and Tenant shall provide that the mortgage holder shall provide Tenant with notice

of noncompliance with the mortgage agreement. If Landlord shall default in the payment of any installment of interest or principal payable under such mortgage, Tenant may pay such installment of interest or principal and deduct such payment together with interest at the rate of twelve percent (12%) per annum from the installment or installments of rent next coming due under this Lease.

- (B) Within twenty (20) days after request by Landlord, and/or by any proposed mortgagee or purchaser of the Premises, Tenant shall execute and deliver to Landlord (and/or to such mortgagee or purchaser) such estoppel certificates as may be required by Landlord (or by such mortgagee or purchaser), which estoppel certificate shall certify the date of this Lease and any amendments thereto, that Landlord is not in default under this Lease (or specifying any defaults of Landlord which Tenant claims), the date to which rent has been paid, and such other matters that Landlord (and/or such mortgagee or purchaser) may reasonably request with respect to this Lease, the Premises, any/or any lease guaranty.

27. **Assignment, Sublease, or License.** Tenant shall not assign, sublease or otherwise transfer Tenant's interest in the Premises, or any right, privilege, liability or obligation under this Lease, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the Lease at the option of Landlord. Notwithstanding other provisions in this Section, the Tenant may sublease or assign the lease to a similar charter school affiliated with the Tenant's governing board or management company without prior approval of the Landlord, however, Tenant shall remain liable and obligated on the Lease.

28. **Default or Breach.** Each of the following events shall constitute a default or breach of this Lease by Tenant:

- (A) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- (B) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.
- (C) If Tenant shall fail to pay Landlord any Rent including without limitation Additional Rent within ten (10) days after such Rent shall become due. In such case of default under this Section 29(C), if Tenant has not reimbursed Landlord within thirty (30) days after the original day that Rent was due, Landlord may proceed with any remedy available under Section 30 below

and further charge the reasonable cost of any expense associated with the default, plus interest as defined in Section 32.

- (D) If Tenant shall fail to perform or comply with any of the conditions of this Lease other than the nonpayment of rent and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant, or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

29. **Effect of Default.** If the Tenant shall make any default hereunder which has not been cured within the applicable time frame, in addition to all other rights and remedies at law and equity available to Landlord, the Landlord shall have the right to any of the following remedies in its sole discretion:

- (A) Declare the entire rental for the balance of the Term of this Lease due and payable provided the same shall be discounted to present value using six percent (6%) as a present value factor.
- (B) Reenter the Premises without being liable for damage therefor, and relet the Premises, or any part thereof, or operate the same, with or without the Tenant's furnishings, for the balance of the term and receive rents therefor and apply the same first to the payment of expenses of reasonable redecorating and making necessary repairs to the Premises, reasonable attorneys' and paraprofessionals' fees, brokers' commissions, advertising and all other reasonable expenses of the Landlord in reentering the Premises and reletting the Premises; and second, late fees and interest; and third, to the payment of the rent hereunder.
- (C) Terminate this Lease by giving the Tenant written notice of termination which shall not excuse breaches of this Lease which have already occurred. Termination may occur only by written notice.

30. **Landlord's Right to Perform.** Except as otherwise provided herein, if the Tenant fails to perform any of the covenants required to be performed by Tenant, and such failure continues after written notice as provided in Section 28 herein, then Landlord may, but shall not be required to perform such act or thing with respect to which Tenant is in default, at the expense of Tenant. Tenant shall repay such expense to Landlord. Any act or thing done by Landlord pursuant to the provisions hereof shall not be construed a waiver of any such default by Tenant or waiver of any covenant, term, or condition of this Lease, or of any other right or remedy of Landlord.

31. **Landlord's Default and Tenant Remedies.** If Landlord shall violate, neglect or fail to perform or observe any of the representations, covenants, provisions, or conditions contained in this Lease on its part to be performed or observed, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default (ten (10) days after notice in the case of a monetary default), or if such default is of a nature to require more than thirty

(30) days for remedy and continues beyond the time reasonably necessary to cure (provided Landlord must have undertaken procedures to cure the default within such thirty (30) day period and thereafter diligently pursues such efforts to cure to completion), Tenant may, at its option (in addition to all other rights and remedies provided Tenant at law, in equity or hereunder) incur any reasonable expense necessary to perform the obligation of Landlord specified in such notice and bill Landlord for the costs thereof. If Landlord has not reimbursed Tenant within thirty (30) days after receipt of Tenant's bill, Tenant may deduct the reasonable cost of such expense, plus interest thereon at the prime rate (as set forth in the Wall Street Journal, or if such rate is not posted in the Wall Street Journal then a comparable national publication), from the rent and other payments next becoming due after the expiration of said thirty (30) day period.

32. **Security Deposit and Other Security.** Provided Tenant is not in default and rent has been paid when due (including the 10 day grace period) for the previous 12 months, the Lease does not require the Tenant to pay a Security Deposit equal to one month's rent to the Landlord.

33. **Interest on Overdue Rent.** All rent overdue shall bear interest at the rate of eight percent (8%) per annum, after it has been due and payable for ten (10) days.

34. **Tenant's Charter.** In the event Tenant's charter to operate a school is revoked by the State of Ohio or non-renewed by the School Sponsor at any time during the Term of this Lease, Tenant shall have the right to terminate this Lease upon sixty (60) days prior written notice to Landlord. The termination date shall be the date Tenant is required to cease operating as a community school and Tenant shall be obligated to pay rent through the end of the month in which the termination date occurs. Tenant shall use good faith commercial best efforts to maintain a valid charter.

35. **Memorandum of Lease.** Tenant shall have the right to record a Memorandum of Lease in the public records upon the execution of this Lease evidencing Tenant's leasehold interest.

36. **Tenant Ability to Perform.** Tenant is authorizing Landlord to perform a credit check and will provide information satisfactory to Landlord's lender that Tenant or assigns has the ability to meet Lease obligations. As a condition of this Lease, Tenant shall provide Landlord its current financial statements upon written request by the Landlord.

37. **Hazardous Materials.** Tenant represents and warrants to Landlord that the activities to be conducted upon the Premises by Tenant shall not pose any significant hazard to human health or the environment or violate any Environmental Laws (as hereafter defined) pertaining to Hazardous Materials (as hereinafter defined). Tenant shall not cause or permit the Premises to be used for the generation, handling, storage, transportation, disposal or release of any hazardous materials except as exempted or permitted under applicable Environmental Laws, and Tenant shall not cause or permit the Premises or any activities conducted thereon to be in violation of any applicable Environmental Laws. Tenant agrees to indemnify and defend Landlord and hold Landlord and its directors, officers, employees, partners, successors and assigns harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorneys' and paraprofessionals' fees and expenses), directly or indirectly resulting in whole or in part from Tenant's violation of any

Environmental Laws applicable to the Premises or any activity of Tenant conducted thereon. Landlord shall be reimbursed by Tenant immediately upon demand for any and all sums paid and costs incurred by Landlord with respect to the foregoing matters. Said sums paid and costs incurred shall bear interest at the highest rate permitted by Applicable Law and same shall be paid to Landlord from Tenant immediately upon demand. This indemnity shall survive the full performance and expiration of this Lease and shall inure to the benefit of any transferee of title to the Property through foreclosure of any mortgage granted by Landlord encumbering the Property or through deed in lieu of foreclosure.

Landlord agrees to indemnify Tenant and hold Tenant and its directors, officers, employees, partners, successors and assigns harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorneys' and paraprofessionals' fees and expenses), directly or indirectly resulting in whole or in part from the Property being in violation of any Environmental Laws applicable to the Property to the extent the same is a result of the actions of Landlord. Tenant shall be reimbursed by Landlord immediately upon demand for any and all sums paid and costs incurred by Tenant with respect to the foregoing matters. Said sums paid and costs incurred shall bear interest at the highest rate permitted by law and same shall be paid to Tenant from Landlord immediately upon demand. This indemnity shall survive the full performance and expiration of this Lease and shall inure to the benefit of any transferee of Tenant's interest in the Property.

The term "Hazardous Materials" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or other pollution, hazard or toxic under any applicable federal or state or local laws, ordinances, rules or regulations now or hereafter in effect. The term Environmental Laws shall mean any applicable federal or state or local laws, ordinances, rules or regulations now or hereafter in effect pertaining to Hazardous Materials or industrial hygiene or environmental conditions. The term Environmental Report means a written environmental report from a reputable environmental engineering firm of Landlord's choice identifying environmental contamination, or violations of any Environmental Laws.

38. **Attorneys' Fees.** In the case of the failure of either party hereto to perform and comply with any of the covenants and conditions hereof within the time herein specified, and the said rent, or damages for the breach of any covenant or condition, is collected by suit or through an attorney at law, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto a reasonable sum of money for attorneys' and paraprofessionals' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any suit, or otherwise. The prevailing party in any such litigation shall be entitled to reasonable attorneys' and paraprofessionals' fees and costs.

39. **Waiver.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or option herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or

condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

40. **Surrender of Possession.** Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Landlord free of sub-tenancies, including all buildings, additions, and improvements constructed or placed thereon by Tenant, except movable trade fixtures, all in good condition and repair. Tenant shall, if not in default hereunder, remove its equipment, goods, trade fixtures and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the Premises. Any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to Tenant, if not removed at the termination or default, and if Landlord shall so elect, shall be deemed abandoned (without notice to Tenant) and become the property of Landlord without any payment or offset therefor. Landlord may remove such fixtures or property from the Premises and store them at the risk and expense of Tenant if Landlord shall not so elect. Tenant shall, at Tenant's sole cost, repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property. Tenant, if requested by Landlord, shall remove all business signs placed on the Premises by Tenant and restore the portion of the Premises on which they were placed in the same condition as when received.

41. **Holding Over.** The failure of Tenant to surrender the Premises on the termination of the Lease term, or any renewals thereof, and the subsequent holding over by Tenant, without the consent of Landlord, shall result in the creation of a month-to-month tenancy at a monthly rental equal to one hundred fifty percent (150%) of the rental immediately prior to such hold over which shall be payable on the first day of each month in which the Tenant holds over. Should a tenancy at will be created under the provisions of this section, the tenancy may subsequently be terminated by either party hereto by that party giving thirty (30) days' written notice of the intention to terminate the tenancy to the other party to this Lease. This provision does not give Tenant any right to hold over at the expiration of this term, and all other terms and conditions of this Lease shall remain in force during any tenancy at will created by any holding over by Tenant.

42. **Notices.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be delivered by hand, by commercial overnight delivery service or shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice delivered by hand or by overnight delivery service shall be deemed delivered when actually received by the addressee. Every other notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

If to Landlord

TMN Ltd.
c/o Mr. Mark Melvin
9481 Yorkview
North Royalton, Ohio 44133

With a copy to Peter D. Brosse, Esq.
Meyers, Roman, Friedberg & Lewis
28601 Chagrin Blvd., Suite 500
Cleveland OH 44122

If to Tenant Invictus High School
Attention, Board President
3122 Euclid Avenue
Cleveland, OH 44115

With a copy to April Hart, Board Counsel
2529 Canterbury Rd
Cleveland Heights, OH 44118

43. **Total Agreement; Applicable to Successors.** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

44. **Applicable Law; Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. Venue for any litigation with respect to this Lease or the Premises shall be in the courts of Cuyahoga County, Ohio.

45. **Time of the Essence.** Time is of the essence and in all provisions of this Lease.

46. **Severability.** If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

47. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

48. **First Right to Offer to Purchase Property.** Provided Tenant is not in default beyond any applicable cure period, in the event Landlord desires or intends to offer solely the Premises for sale to any third party, Landlord shall notify Tenant, in writing (a "Sale Notice") of such intent, as well as the applicable terms upon which Landlord intends to offer the Premises for sale, prior to marketing, advertising or otherwise soliciting the sale of the Premises to other parties. Within ten (10) days after receipt of the Sale Notice, Tenant shall notify Landlord, in writing, of Tenant's election to purchase of the Premises upon the terms set forth in the Sale Notice ("Tenant's Sale Notice"). If Tenant's Sale Notice is not received within said ten (10) day period, Tenant's first right to offer shall be deemed waived as to such offer to sell the Premises and Landlord shall have the right to sell the Premises, subject to this Lease to any third party. If Tenant does not elect to purchase the Premises or waives its first right to offer, and the Premises is not sold and is taken off the market and is not offered to third parties for six (6) consecutive months and thereafter, Tenant shall have the first right to offer as provided herein. If Tenant elects to purchase the Premises pursuant to this Section and fails to enter into a purchase and sale agreement within ten (10) days after electing to purchase the

Premises or enters into a purchase agreement and fails to purchase the Premises, pursuant to the terms of the Sale Notice and purchase and sale agreement, then Tenant's first right to offer shall terminate and shall be void and Tenant shall have no further first right to offer herein.

49. **Further Assurance.** Upon written request, Landlord and Tenant shall execute any and all such agreements, instruments, and/or documents reasonably necessary to evidence and/or consummate the transactions contemplated by this Lease.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals,
all as of the day and year first above written.

LANDLORD:

TMN, LTD., an Ohio limited liability company

By:  7/11/19
Mark Melvin, Member

TENANT:

INVICTUS HIGH SCHOOL, INC.,
An Ohio not-for-profit corporation

By: Antoine Williams July 11, 2019
Print Name: ANTOINE WILLIAMS
Title: BOARD PRESIDENT

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (the "Amendment") is made and entered into on this 2ND day of November, 2016 by and between **Midway Capital LLC** an Ohio limited liability company as successor in interest to All Star Development, Inc. ("Lessor"), and **Invictus High School**, an Ohio not for profit corporation, Ohio Entity Numbers: 2121748 and 1089823 ("Lessee").

WHEREAS, on or about November 13, 2015, All Star Development, Inc. and Lessee entered into a certain lease (the "Lease") for approximately 15,000 square feet of rentable space (the "Premises") in the building located at 3120-3122 Euclid Avenue, Cleveland, Ohio 44115 (the "Building"); and

WHEREAS, the Lease was for a term of five (5) years commencing on July 1, 2016 and terminating on June 30, 2021; and

WHEREAS, during the course of the Lease, Lessor succeeded to the interests of All Star Development, Inc.; and

WHEREAS, Lessor and Lessee have determined that Lessee's legal entity name on the Lease was incorrectly stated due to mutual mistake; and

WHEREAS, Lessor and Lessee desire to (i) correctly indicate Lessee's legal entity name, (ii) confirm Lessor as the landlord and (iii) ratify and confirm the Lease as amended as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Lease is July 1, 2016 to June 30, 2021 (the "Term"). Lessor leases to and Lessee leases from Lessor the Premises for the Term upon the terms and conditions contained in this Amendment and the Lease.

2. **Rent.** The Rent for the Premises for the Term shall be due on the first day of each month, without demand, deduction or setoff, and for clarification purposes, is stated below:

<u>Period</u>	<u>Rent psf.</u>	<u>Annual</u>	<u>Monthly</u>
July 1, 2016 to June 30, 2017	\$9.50	\$142,500.00	\$11,875.00
July 1, 2017 to June 30, 2018	\$9.79	\$146,850.00	\$12,237.50
July 1, 2018 to June 30, 2019	\$10.08	\$151,200.00	\$12,600.00
July 1, 2019 to June 30, 2020	\$10.38	\$155,700.00	\$12,975.00

July 1, 2020 to June 30, 2021

\$10.69

\$160,350.00

\$13,362.50

3. **Place for all Monetary Payment.** The Rent and any other sums or amounts that shall be due and payable by Lessee shall be made payable to Midway Capital LLC and delivered directly to Lessor at Midway Capital LLC c/o James Hansen, 281 Perkins St., Oakland, CA 94610 unless otherwise directed by Lessor in writing.

4. **Reserve Rights.** Lessor and Lessee agree that reasonable notice for Lessor to enter to the Premises for any reason shall be forty-eight (48) hours prior notice, except in the cases of emergency in which no notice shall be required. Lessor may enter the Premises during school days but shall use commercially reasonable efforts to minimize disruption to Lessee use.

5. **Indemnity and Liability Insurance.** Lessee shall name Midway Capital LLC and Vanguard Property Management Limited as additional insureds under Lessee's insurance policy required by Paragraph 7 of the Lease. Lessee shall provide Lessor with a certificate evidencing the same.

6. **Alterations.** The following shall be added to Paragraph 12 of the Lease:

All alterations, installations, additions or improvements upon the Premises made by either party, except Lessee's movable trade fixtures and furniture, shall, unless Lessor elects otherwise (by notice in writing to Lessee given not less than 30 days prior to the expiration of the Term), become the property of Lessor and remain upon, and be surrendered with, the Premises, at the end of the Term. If Lessor elects otherwise, then Lessee at its expense shall remove such alterations, installations, additions or improvements made by Lessee upon the Premises as Lessor may elect, and Lessee shall repair and restore any damage to the Building or Premises caused by the removal of those items.

7. **Use and Repair of Premises by Lessee.** The following shall be added to Paragraph 13 of the Lease:

Subject only to Lessor's repair and maintenance obligations under Section 2 of the Lease Lessee in its use and occupancy of the Premises shall, at its sole expense, comply with all laws, orders and regulations of federal, state, county and municipal authorities, including, without limitation, any and all such laws, order and regulations that relate to the operation of a charter school. Lessee's obligation further includes the responsibility for compliance with the Americans with Disabilities Act to the extent it applies to facilities and improvements on the interior of the Premises that were installed by Lessee.

8. **Lessor's Default.** The following shall be added to Paragraph 26 of the Lease:

Notwithstanding anything to the contrary in this Lease, it is specifically understood and agreed that if Lessor shall fail to perform any covenant, term or condition of this Lease upon Lessor's part to be performed and, as a consequence of such default, Lessee shall

recover a money judgment against Lessor, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title, and interest of Lessor in the Building, as the same may then be encumbered, and neither Lessor nor any of its members, managers, officers, depositors, directors, partners, or shareholders shall be liable for any deficiency. It is understood that in no event shall Lessee have any right to levy execution against any property of Lessor other than its interest in the Building as hereinbefore expressly provided. In the event of the sale or other transfer of Lessor's right, title and interest in the real property, the Building or the Premises, Lessor shall be released from all liability and obligations under this Lease accruing after the date thereof.

9. **Conflict/Inconsistency.** In the event of any conflict or inconsistency between the terms, conditions, and provisions of the Lease and the terms, conditions, and provisions of this Amendment, the terms, conditions, and provisions of this Amendment shall govern and control.

10. **Full Force and Effect.** The Lease dated November 13, 2015 is attached hereto as Exhibit "A" is hereby ratified, and incorporated herein as if fully rewritten herein, and except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

11. **Miscellaneous.**

- a. This Amendment constitutes the entire Amendment between Lessor and Lessee with respect to the matters contained herein. There have been no additional oral or written representations or Amendments. To the extent such oral or written representations or Amendments were made, this Amendment supersedes any and all prior oral or written representations or Amendments.
- b. The capitalized terms used herein shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined herein.
- c. Each signatory represents hereby that he has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting;
- d. Any headings preceding the text of the Paragraphs hereof are inserted solely for convenience of reference and not constitute a part of this Amendment.
- e. In the event that any provision of this Amendment shall be unenforceable for any reason, the remaining provisions shall remain in full force and effect. The failure of either party to insist upon a strict performance of any of the covenants or conditions of this Amendment shall not be construed as waiving or relinquishing for the future any such covenants or conditions, but the same shall continue and remain in full force and effect;

f. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Amendment as of the day and year first written above.

LESSOR:

Midway Capital LLC



By: James Hansen

Its: Manager

LESSEE:

Invictus High School



By: Curtis Orr

Its: President of the Board

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is made effective this ___ day of March, 2014, by and between TMN, Ltd., an Ohio limited liability company ("Landlord"), and Invictus High School, Inc., an Ohio not-for-profit corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated July 23, 2013 (the "Original Lease" and, as amended by this Amendment, the "Lease"), under which Landlord leased the Premises (as defined in the Lease) to Tenant; and

WHEREAS, the Landlord and Tenant desire to amend the terms of the Original Lease.

NOW, THEREFORE, in consideration of the premises, the terms, covenants and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Original Lease.

2. Ratification; Effect of Amendment. Landlord and Tenant hereby ratify, confirm and restate all of the terms and provisions of the Original Lease. The terms and conditions of the Lease shall be unchanged and shall remain in full force and effect except as set forth in this Amendment.

3. Term. Landlord and Tenant amend Section 3 of the Original Lease as follows:

June 30, 2018 is deleted and June 30, 2019, is inserted in lieu and replacement thereof. To avoid any misunderstanding the Term shall be from October 15, 2013, and terminates June 30, 2019.

4. Rent. Section 4 of the Original Lease is amended by adding the following:

Notwithstanding anything in Section 4 to the contrary, Tenant shall pay no Base Rent from April 1, 2014, to August 31, 2014. Commencing September 1, 2014, and continuing to and including December 31, 2014, Tenant shall pay one-half (1/2) Base Rent, or Three Thousand Five Hundred Dollars (\$3,500.00) per month. Commencing on January 1, 2015, and continuing thereafter, pursuant to the terms of the Lease, Tenant shall pay to Landlord Base Rent of Seven Thousand Dollars (\$7,000.00) per month.

[Rest of page left intentionally blank.]

5. Cost of Improvements. Section 5 of the Original Lease shall be deleted in its entirety and the following shall be inserted in lieu thereof:

5. Cost of Improvements. The total cost of Landlord's Work is estimated to cost approximately Three Hundred Thousand Dollars (\$300,000.00). During the Term of the Lease, and provided Tenant is not in default under this Lease, Tenant will pay additional rent, a discounted amount of the cost of Landlord's Work, in the total of One Hundred Fifty-Three Thousand Two Hundred Seventy-Nine and 00/100 Dollars (\$153,279.00) in sixty-three (63) monthly installments of Two Thousand Four Hundred Thirty-Three and 00/100 Dollars (\$2,433.00) ("Improvement Cost"). If the Lease is terminated prior to June 30, 2019, or default under this Lease occurs by Tenant, then the discount shall immediately terminate and Tenant shall pay as additional rent to Landlord upon demand in lump the total cost of Landlord's Work less the amount of Improvement Cost paid by Tenant under the Lease prior to such termination or default as applicable. Commencing April 1, 2014, and continuing thereafter on the first day of each calendar month for sixty-three (63) consecutive months Tenant shall pay the Landlord the Improvement Costs as additional rent."

6. Counterparts. This Amendment may be executed in any number of counterparts and each counterpart shall be deemed to be an original document.

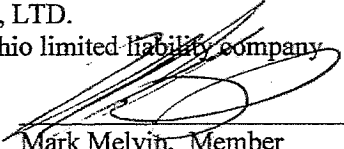
7. Binding Effect. This Amendment shall be binding and shall inure to the benefit of the Landlord and Tenant and their respective heirs, successors and permitted assigns.

(Signatures on following page)

Landlord and Tenant have executed this First Amendment to Lease as of the date first above written.

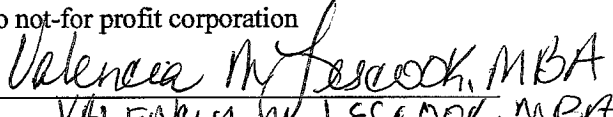
“LANDLORD”

TMN, LTD.
An Ohio limited liability company

By: 
Mark Melvin, Member

“TENANT”

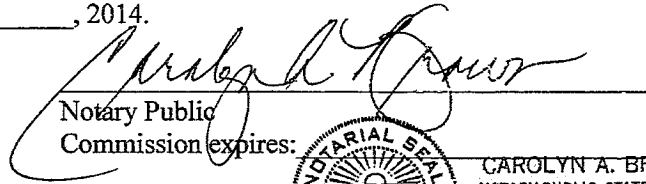
INVICTUS HIGH SCHOOL, INC.
An Ohio not-for profit corporation

By: 
Name: VALENCIA M. LEACOCK, MBA
Title: PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, appeared Mark Melvin a Member of TMN, Ltd, an Ohio limited liability company, who acknowledged that he executed the foregoing document, and the same was his free act and deed as the manager of said company.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Cleveland, Ohio this 29 day of MARCH, 2014.



Notary Public
Commission expires: _____



CAROLYN A. BROWN
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires June 18, 2017

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, appeared _____, the _____ of Invictus High School, Inc., an Ohio not-for-profit corporation, who acknowledged that he/she executed the foregoing document, and the same was his/her free act and deed as an officer of and for said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at _____, Ohio this ____ day of _____, 2014.

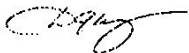
Notary Public
Commission expires: _____

Permanent 473-22-010
Parcel #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 4
DEED 12/17/2015 12:11:25 PM

201512170324

Type Instrument: Limited Warranty Date: 12/17/2015 11:47:00 A
Tax District #: 3260 Tax List Year: 2015
Land Use Code: 4095
Grantee: INVICTUS HIGH SCHOOL Land Value: 201,300
Balance Assumed: \$ 0.00 Building Value: 216,700
Total Consideration: \$ 250,000.00 Total Value: 418,000
Conv. Fee Paid: \$ 1,000.00 Arms Length Sale: UNKNW
Transfer Fee Paid: \$ 0.50 Rcpt: B-12172015-13
Fee Paid by: First American Title Ins. Co Inst #: 731666
Exempt Code: Check #: 6112



Cuyahoga County Fiscal Officer

[Space Above this Line for Recording Data]

LIMITED WARRANTY DEED

Ohio Revised Code Section 5302.07

Land Holding, LLC, a Delaware limited liability company ("Grantor"), for valuable consideration paid, grants with limited warranty covenants to Invictus High School, whose tax mailing address is 7099 W 130th, Parma Heights, Ohio 44130, the following REAL PROPERTY (the "Property"):

Situate in the County of Cuyahoga in the State of Ohio and in the City of Parma Heights:

See Legal Description Attached Hereto as Exhibit "A"

Subject to:

- (a) Real property taxes and assessments for the current year not yet due and payable;
- (b) Matters that would be disclosed by an accurate survey;
- (c) Easements, rights-of-way, restrictions, leases, conditions, covenants, restrictions, agreements and all other matters of public record; and
- (d) All laws, regulations and restrictions, including, without limitation, building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

Parcel No(s): 473-22-010

First American - Akron Commercial
Order No. 22360011 90

GRANTOR DOES HEREBY GRANT, SELL AND CONVEY TO GRANTEE, AND GRANTEE ACCEPTS, THE PROPERTY IN ITS "AS-IS, WHERE-IS" CONDITION, WITH ALL FAULTS, INCLUDING ALL DEFECTS, KNOWN OR UNKNOWN.

Prior Instrument Reference: 201212030025 of the Records of Cuyahoga County, Ohio.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand by Wendy Pollarine-Matheny, its duly authorized Vice President, this 16th day of December, 2015.

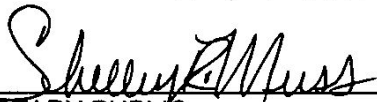
LAND HOLDING, LLC

By: 
Wendy Pollarine-Matheny, Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 16th day of December, 2015, before me, the subscriber, a notary public in and for said county and state, personally came Wendy Pollarine-Matheny, Vice President of Land Holding, LLC, the Grantor in the foregoing Deed and acknowledged the signing thereof to be her voluntary act and deed on behalf of Land Holding, LLC for the use and purposes herein expressed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on this day and year aforesaid.


NOTARY PUBLIC
SHELLEY R. MUSS
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Nov. 12, 2016

This instrument prepared by:
Kristy Storms, Esq.
The PNC Financial Services Group, Inc.
One PNC Plaza
249 Fifth Avenue (Mail Stop: P1-POPP-20-4)
Pittsburgh, PA 15222-2707

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Parma Heights, County of Cuyahoga, State of Ohio, and is described as follows:

And known as being part of Original Parma Township Lot Nos. 6 and 21, Ely Tract, bounded and described as follows:

Beginning on the center line of West 130th Street, formerly Settlement Road, 60 feet wide, at a point 3111.60 feet Southerly measured along said center line from its point of intersection with the center line of Pearl Road, 100 feet wide; thence Southerly along said centerline of West 130th Street, 100 feet; thence Easterly on a line at right angles to said centerline of West 130th Street approximately 421.17 feet to a point in the Easterly line of premises conveyed by Charles Bergmann to Marston G. Bergmann by deed dated January 15, 1947 and recorded in Volume 6450, Page 75 of Cuyahoga County Records; thence Northerly on a line parallel with said center line of West 130th Street 100 feet; thence Westerly approximately 421.17 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Exempting therefrom that part of the premises described above conveyed to the County of Cuyahoga by deed dated July 3, 1961 and recorded in Volume 10196, Page 585 of Cuyahoga County Records.

473-22-010

This Legal Description Complies with
The Cuyahoga County Transfer and
Conveyance Standards and is approved
for transfer

DEC 17 2015






Agent

School Name:	Invictus High School	Date:	5/7/18
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6.3a Mission, Vision, Philosophy


The mission should answer the question *why do we exist?* The vision should answer the question *what do we hope to become?* Likewise, a school’s philosophy should answer the question *what do we value and believe about educating students?*

 Mission	6.3a	1) MISSION (Why do we exist?): State the school’s clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
<p>Invictus High School is a student-centered high school that focused on delivering each student a personalized education. Our team strives to provide the personalized attention that each student needs to succeed in the classroom and in their future career. We believe in redemption and second chances. Our commitment providing personalized education and real-world career experiences that provide students a foundation for life makes us unique. At Invictus High School we support, educate, and empower young adults. This mission will be served by providing the school’s students with an individualized and self-paced program set in a flexible scheduling environment that is responsive to its students’ needs, and by providing an education experience that leads to a high school diploma and post-secondary success. The School will strive to motivate, teach, and guide each student through his/her educational growth and development. This will be accomplished by emphasizing the development of both academic and real-world career training. Invictus High School offers a safe, secure, clean environment, and researched based educational programs which have proven very successful in educating at-risk students. We focus on educating the whole child by involving support services, parents, and the local community. Broadly, this process we define as providing students wrap-around support.</p>		
 Vision	6.3a	2) VISION (What we hope to become?): State the school’s clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
<p>Below are the core beliefs that in combination form the vision that provides the basis for the philosophical foundation of Invictus High School program. We believe:</p> <ul style="list-style-type: none"> • We believe in redemption and second chances. • We believe in individualized, flexible, and differentiated instruction. • We believe in helping students overcome their challenges. • We believe in innovative, data-driven, and collaborative education. • We believe in building bridges to opportunities for postsecondary success. • We believe that every student deserves to be Undefeated <p>We strive to provide an outstanding personalized educational experience for at-risk youth who need a second chance. Over time we hope to build more pathways for success that provide students economic opportunities that help them long into the future. As a school we intent to increase our graduation rate and enrollment so that we may provide these quality opportinities to more students each year.</p>		

 Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
<p>Our philosophy is guided by the principles and ideals that we have as an organization, which not only incorporate our mission and vision, but also the following beliefs.</p> <p>We believe that the primary purpose of education is to improve economic opportunity by providing career choices and post-secondary opportunities. Taken broadly, this can be to improve the quality of life, provide personal and professional fulfillment, economic opportunities, and setting goals for future success in life. The academic knowledge and post-secondary skills that students will take with them after leaving Invictus High School will give them the foundation for success in post-secondary education, future careers, and as productive and contributing members of their families and the community.</p> <p>Invictus High School is designed for students who will be more successful in a self-paced, personalized school setting and are committed to achieving their goals for life. We understand that all our students face challenges unique to their environment and need wrap-around support, behavioral, and academic interventions based on their environment, academic, social, and emotional needs. We work to provide each student the level of support they need based on their current economic situation, emotional awareness, and academic ability level. This will be evident through personalized daily academic goal setting and implementation of positive behavior intervention and support that focuses on providing a safe and nurturing environment that provides the support needed for students who reach their goals. Students who their basic needs met and feel safe are able to then focus on their academic work and set their future goals. Goal setting, post-secondary outcomes, and economic opportunities from education will be topics discussed regularly and emphasized with the staff and the students.</p> <p>An important element of nurturing the academic, social, and emotional development of our students will be our relationship with their parents. Relationships with the parents will be encouraged by setting systems and processes in place to emphasize the importance of home-school communication. We hope to ensure that students are wrapped in a nurturing environment at school that is an extension of their homes. We believe that success comes in many forms. We intend to meet the goals, benchmarks, and standards outlined in this application, and also help each student meet his or her personal goals. Hard work and a strong work ethic will serve each student well and help them to achieve their individual successes throughout the rest of their lives.</p> <p>The job market in today's society is changing rapidly based on technological development and worldwide competition. Students must make choices about their future to prepare them for future economic opportunities and 21st century careers. Students must know how to critically analyze their decisions and synthesize information about the future into meaningful realistic future goals. Invictus High School will help student prepare to make these important decisions and provide them the tools and resources necessary to track their progress in meeting their goals. The Board participates in setting high-level goals with the school that can be reported against annual statistics in alignment with the School's mission statement. The School and Board adheres to the measures of academic performance and accountability provisions for community schools as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.</p>		

6.3b Curriculum

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: *What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served?* Each of the items below should be addressed with strong evidence and detail.

 Curriculum – Learning Standards	6.3b	1) Provide the specific learning standards students are to achieve in <u>all</u> core content areas and a detailed description of the non-core content (i.e., physical education, music, art, technology, etc.) areas offered by the school.
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Core Academic Curriculum

The base of the core academic curriculum is based on Ohio's Learning Standards prescribed by the Ohio Department of Education. All students who enroll at Invictus High School will work towards completing their core academic curriculum using both online coursework and offline standards-based curriculum developed by licensed subject area teachers. The main online curriculum used at Invictus High School is Apex Learning. Courses are developed in multiple course pathways with varying levels of support to meet students at their individual level of academic readiness. The curriculum makes it possible to differentiate instruction to address diverse student needs. Students become more engaged because they can progress at their own pace, taking as much — or as little — time as necessary to master the material. Teachers spend time in content teams monthly - working toward alignment with the Ohio Learning Standards (<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>)

Ongoing practice is also a core component to the curriculum, as unpracticed skills atrophy quickly, particularly core skills such as computation and writing. Lastly, classroom learning is both augmented and reinforced by multiple opportunities to apply what is learned including, but not limited to, formative assessments, summative assessments, practices, journals, discussions, and labs. The ongoing practice is teacher directed using either the online curriculum or standards-based lessons directed by the content area teachers.

All instruction is directed by subject area teachers. The curriculum incorporates multimedia along with instructional text to provide students with multiple representations of concepts as well as address their different learning styles. Before starting each course, students are administered a diagnostic assessment which allows teachers to adequately inform instruction for that student. These formative assessments help students gauge their understanding and improve performance, while summative assessments at the end of each until allow teachers to chart progress and skill development. Apex Learning digital curriculum is designed to support academic success for all students. Foundations courses meet the needs of students who are not prepared for grade-level academic challenges. Literacy Advantage courses integrate literacy supports and scaffolding to support below-proficient readers in mastering rigorous content and earn credits toward graduation. Core courses meet the needs of a range of students as they endeavor to master rigorous content and earn credits toward graduation. Advanced Placement (AP) courses are available for students who have mastered the core content or who are gifted.

Detailed description of curriculum:**Math**

The Math courses support all students as they develop computational fluency, deepen conceptual understanding, and applying Ohio's Learning Standards eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Ohio's Learning Standards assessments.

English

English courses support all students in developing the depth of understanding and higher order skills required by the Ohio's Learning Standards. Students break down increasingly complex readings with close reading tools, guided instruction and robust scaffolding as they apply each of the lesson's concepts back to its anchor text. Students build their writing and speaking skills in journal responses, discussions, frequent free response exercises, and essays or presentations, learning to communicate clearly and credibly in narrative, argumentative, and explanatory styles. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Ohio's Learning Standards assessments.

Social Studies

Students build and practice historical thinking skills, learning to connect specific people, places, events and ideas to the larger trends of world history. In critical reading activities, feedback-rich instruction, and application-oriented assignments, students develop their capacity to reason chronologically, interpret and synthesize sources, identify connections between ideas, and develop well-supported historical arguments. Students write throughout the course, responding to primary sources and historical narratives through journal entries, essays and visual presentations of social studies content. In discussion activities, students respond to the position of others while staking and defending their own claim. The course's rigorous instruction is supported with relevant materials and active learning opportunities to ensure students at all levels can master the key historical thinking skills.

Science

Physical Science offers a focused curriculum designed around the understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of energy, and the mastery of critical scientific skills. Course topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the periodic table of elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. Teacher-scored labs encourage students to apply the scientific method. Earth Science offers a focused curriculum that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Course topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic

eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Optional teacher-scored labs encourage students to apply the scientific method. Biology focuses on the mastery of basic biological concepts and models while building scientific inquiry skills and exploring the connections between living things and their environment. The course begins with an introduction to the nature of science and biology, including the major themes of structure and function, matter and energy flow, systems, and the interconnectedness of life. Students then apply those themes to the structure and function of the cell, cellular metabolism, and biogeochemical cycles. Building on this foundation, students explore the connections and interactions between living things by studying genetics, ecosystems and natural selection, and evolution. The course ends with an applied look at human biology. Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science. The content is based on the National Science Teachers Association (NSTA) standards and is aligned with state standards.

Post-secondary Curriculum

The Invictus High School Career Advising Policy creates the framework for each component of the post-secondary curriculum. Broadly speaking, the policy states that Invictus High School will provide students different opportunities for post-secondary successes based on their future goals in life. We believe every student who enrolls at Invictus deserves the ability to have a future career that provides them economic independence. To accomplish their goals students will need to develop a wide range of skills required by colleges and industries. Invictus High School must prepare students for 21st century high demand careers. The connection between education and employment is constantly increasing. Employers are seeking highly educated and skilled individuals to fill positions. An individual's chance of obtaining job security increases with his or her education level. A higher level of education also increases the likelihood that the individual secures a job with a high salary. Each student will work with the school's post-secondary coordinator (Vocational Specialist) to develop a plan for their future and make choices about the colleges and careers they wish to pursue. The traditional workplace is changing from centralized to decentralized control and needs workers who can think, make decisions, and learn new skills. (Clark, 1999). Advancement is based on knowledge and skills, rather than seniority.

Post-secondary planning

At Invictus High School each student will utilize Ohio Means Jobs to engage in post-secondary planning with support from the post-secondary coordinator. Ohio Means jobs is as comprehensive system that offers students career exploration tools, online training and resources specifically for students. OhioMeansJobs.com allows students to learn more about their career interests and in-demand jobs, build résumés, search for college and training programs, create a budget based on future expenses, and develop meaningful academic and career plans for high school and beyond. The schools post-secondary coordinator will utilize Ohio Means Jobs to help each student at Invictus High School develop an individualized post-secondary plan.

Career Based Intervention

Invictus High School offers students Career-Based Intervention (CBI), to any student identified as disadvantaged (academically, economically or both) and having barriers to achieving academic and career success. The CBI programs adhere to seven key principles: Higher Expectations, Common

Curriculum, Authentic Learning, Supportive Structures, Sense of Belonging, Continuous Improvement and Student Identification. The CBI program supports students by providing high-quality instruction aligned to the state's academic content standards (technical content standards for Ohio's 16 career fields programs). Invictus High School offers students programs designed to help them earn Industry Credentials in high demand careers in Business, Law and Public Safety, and Health Care. Student complete their core academic coursework but also engage in training both on-site and off-site to prepare for credentialing exams.

Invictus follows the learning standards in each subject area found below:

English Language Arts - <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx?lang=en-US>

Mathematics - <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx>

Science – <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Science/ScienceStandards.pdf.aspx?lang=en-US>

Social Studies – <http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

Physical Education - <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards.pdf.aspx>

Health Education – <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Health-Education/9-12-Health-Education-Curriculum.pdf.aspx>

Fine Arts – <http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts>

Financial Literacy - http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Financial-Literacy/FinancialLiteracyStandards_HighSchool.pdf.aspx

Career Based Intervention - <http://education.ohio.gov/Topics/Career-Tech/Career-based-Intervention-CBI/Career-Based-Intervention-Content-Standards>

Curriculum - Model	6.3b	<p>2) Does the school plan to use the Ohio Model Curriculum?</p> <p><input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
<p>The digital and offline courses fully incorporate the instructional intent of the Ohio's Learning Standards, including rigorous teacher led instruction, active learning experiences, and meaningful formative and summative assessment. Ensuring rigor for academic success: These courses are created implemented by licensed subject area teachers at each campus team who focus on implementing research-based best practices that adhere to Ohio's Learning Standards.</p> <p>The curriculum helps students develop critical thinking skills through challenging but achievable tasks, with opt-in scaffolding and supports to meet students at their particular level of academic readiness. Providing active learning experiences: Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. With both digital and offline coursework students build students’ critical thinking skills and deepen their understanding of each academic standard. Invictus High School assesses student knowledge in a variety of way. The school uses formative, summative, and diagnostic assessments that are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes. Unit-level diagnostic assessments generate individualized study plans that direct students to appropriate instructional content based on their strengths and weaknesses.</p> <p>Invictus High School holds monthly cross-campus PLC meetings by content area. During these PLC meetings teaching staff and school administration analyze at the Ohio’s Learning Standards and their alignment to Apex using a gap analysis tool. The Gap Analysis tool allows teachers to develop a plan for addressing gaps or overlaps. Content area teachers then develop content aligned to Ohio’s Learning Standards to addresses any gaps within the APEX curriculum.</p> <p>All assessments are intentionally designed to assess a student's understanding of the content based on Ohio's Learning Standards. Test items represent the variety of item types expected on Ohio State Tests (End of Course Exams) and NWEA assessments that align to academic goals outlined in 6.4b and are administered at intervals prescribed by ODE. In addition to computer-scored tests, students demonstrate academic proficiency in performance tasks, post-secondary assessments, industry credentialing exams, and through teacher-scored assessments.</p>		


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Curriculum – Maps and Pacing Guides	6.3b	3) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.
<p>As mentioned in the schools Mission, our school is a self-paced program set in a flexible scheduling environment. Curriculum maps and pacing guides are developed through close examination of Ohio’s graduation requirements. A curriculum map and pacing guide is written for each set of graduation requirements, including all required classes and required testing. An Individualized Learning Plan is developed for each student that includes a course plan is filled out for each student upon enrollment, outlining for the student which credits he earned, and which credits are still needed for successful completion of their particular graduation requirements. From this course plan, we can determine which classes to enroll a student in, whether or not he qualifies for credit recovery, and estimate a graduation date based upon which credits he still needs to complete. Invictus also keeps a record how many assignments are in each half credit class. With this information, we can set short-term and long-term goals for students, making them acutely aware of what they need to complete within a given time frame in order to make adequate progress toward graduation. All of this information is available to staff, students, and parents, which creates a clear and cooperative pathway to student success. Apex Digital Learning provides a course activity report for every course which outlines the assignments and objectives which the teachers are able to adapt to meet student’s needs.</p> <p>During monthly PLC meetings teaching staff review each digital course, looked at the standard and identified where in the student's learning progression the standard would have been to identify learning gaps to allow for individualized instruction to take place beyond the APEX curriculum. The staff then developed specific standards based offline lessons to fill in those gaps to ensure a course progression that aligns with Ohio’s Learning Standards. Teachers also look at the digital curriculum to determine areas were groups of students may not make sufficient progress. Using a curriculum crosswalk teachers develop offline or alternative lessons that are aligned to Ohio’s learning standards and build on a student’s knowledge of content standards that have been mastered.</p>		
Curriculum – Lesson Template	6.3b	4) Explain what specific components is to be included in model lesson plan template and rationale.
<p>The school’s mission focuses on providing each student an individualized education based in their specific needs. Teaching staff develop individual student graduation plans for each student upon enrollment. Staff hold regular student success meetings create and monitor individualized and differentiated pathways to graduation, including differentiated courses, units, and lessons. Individual student lesson plans are developed specifically for each student after analyzing their course history, academic performance, and assessment scores. Teachers combine both APEX coursework and teacher created lessons to ensure each lesson is aligned to Ohio’s Learning Standard and hit each student’s specific skills gaps. At monthly cross-campus PLC teachers review graduation plan templates and their alignment to the Ohio’s Learning Standards. Content area teachers then use the Gap Analysis tool addresses any gaps within the APEX curriculum using teacher created course units and lessons.</p>		

Curriculum Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards and the mission, vision, and philosophy of the school.
<p>The school's mission will be served by providing the school's students with an individualized and self-paced program with a flexible schedule set in an environment that is responsive to its student's needs, and by providing an educational experience that leads to a high school diploma and post-secondary success. All courses were aligned to Ohio's Learning Standards August 2017.</p> <p>Invictus High School holds monthly cross-campus PLC meetings by content area. During these PLC meetings teaching staff and school administration analyze at the Ohio's Learning Standards and their alignment to Apex using a gap analysis tool. The Gap Analysis tool allows teachers to develop a plan for addressing gaps or overlaps. Content area teachers then develop content aligned to Ohio's Learning Standards to addresses any gaps within the APEX curriculum.</p> <p>The school uses the alignment tool kit found in the link below to ensure teachers have the tools, skills, and training necessary to properly align all curriculum to Ohio's Learning Standards.</p> <p>http://education.ohio.gov/Topics/Learning-in-Ohio/Science/Transition-Tools-Ohio-Learning-Standards-K-1/Alignment-Toolkit-Phase-3-Implementation</p>		


6.3c Instructional Delivery Methods and Resources/Materials

Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology? With strong evidence and great detail, each of the following items should be addressed.*

 Instructional Delivery Methods	6.3c	1) Explain in detail the primary instructional delivery methods, strategies, and/or techniques (i.e., high yield instructional practices, project based learning, computer-based, etc.) that will be used to provide daily instruction in your school.
<p>The new Apex Learning courses in math and English language arts fully incorporate the instructional intent of the Ohio's Learning Standards, including rigorous instruction, active learning experiences, and meaningful assessment. These courses are created in-house by a team of education experts with the same focus on research-based best practices in learning as the Ohio's Learning Standards. Students develop critical thinking skills through challenging but achievable tasks, with opt-in scaffolding and supports to meet students at their particular level of academic readiness. Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. These build students' critical thinking skills and deepen their understanding of course content. Formative, summative, and diagnostic assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes. Unit-level diagnostic assessments generate individualized study plans that direct students to appropriate instructional content based on their strengths and weaknesses.</p> <p>The English language arts courses effectively address each standard as well as the instructional intent of the four key areas outlined by the Ohio's Learning Standards: reading, writing, speaking and listening, and language. Reading: Students read a range of texts that reflect diverse authors and genres with an emphasis on informational texts. Writing: Instruction emphasizes how to write a persuasive argument and how to use evidence to prove a thesis; students use different written and presentation formats to show their work. Speaking and listening: Students use various kinds of media to analyze and synthesize information. Language: Students have opportunities to develop and practice language skills throughout each unit.</p> <p>The newly designed math courses effectively address the standards in mathematics and instructional intent of the Ohio's Learning Standards. Students demonstrate conceptual understanding, show and explain their work, and apply this knowledge to everyday life. Focus and progression: Standards are organized by strand, with fewer concepts covered in greater depth. Build abstract reasoning: Students use analysis and reasoning skills to help develop independent critical thinking. Model with mathematics: Students learn to apply mathematics to analyze situations and improve their decision-making skills.</p> <p>For all Social Studies courses, students build and practice historical thinking skills, learning to connect specific people, places, events and ideas to the larger trends of world history. In critical reading activities, feedback-rich instruction, and application-oriented assignments, students develop their capacity to reason chronologically, interpret and synthesize sources, identify connections between ideas, and develop well-supported historical</p>		

arguments. Students write throughout the course, responding to primary sources and historical narratives through journal entries, essays and visual presentations of social studies content. In discussion activities, students respond to the position of others while staking and defending their own claim. The course's rigorous instruction is supported with relevant materials and active learning opportunities to ensure students at all levels can master the key historical thinking skills.


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 Instructional Delivery Methods	6.3c	<p>Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check box. <input type="checkbox"/></p> <p><u>Blended Learning Requirements- Please provide ALL of the following:</u></p> <ol style="list-style-type: none"> a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level; d. The school's attendance requirements, including how the school will document participation in learning opportunities; e. A statement describing how student progress will be monitored; f. A statement describing how student progress will be monitored; g. A statement describing how private student data will be protected;
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		h. A description of the professional development activities that will be offered to teachers.
Invictus High School does not use a blended model. All student coursework is completed on site.		
	6.3c	<p>2) Provide evidence of the research base practices per ESSA for these delivery methods, strategies, and/or techniques including impact on population served.</p> <p>(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on—</p> <p>(I) strong evidence from at least 1 well-designed and well- implemented experimental study;</p> <p>(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or</p> <p>(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or</p> <p>(ii)(I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and</p> <p>(II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention. “</p>
<p>Computer Based Instruction</p> <p>http://www.ascd.org/ASCD/pdf/journals/ed_lead/el_198309_kulik.pdf</p> <p>Dual-enrollment programs - Gateway to College program with Cuyahoga Community College</p> <p>https://ies.ed.gov/ncee/wwc/InterventionReport/671</p> <p>Career Pathways allowing Holistic Learning in authentic high-demand job fields- utilizing Naviance, OhioMeansJobs, Dual-enrollment program - Gateway to College with Cuyahoga Community College</p> <p>https://ies.ed.gov/ncee/wwc/EvidenceSnapshot/70</p> <p>Check and connect-based model to improve student retention, attendance, and academic progress.</p>		



<https://ies.ed.gov/ncee/wwc/EvidenceSnapshot/78>




The School will continue to look for methods to support struggling readers in this demographic. Most research in supporting literacy focuses on younger students. The School has piloted several programs each of the past several years to find programming that will make a difference for our learners (Wilson Reading, Focused Reading, and a few online solutions).

 Resources and Materials	6.3c	3) Identify the resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
<p>Invictus High School will utilize APEX learning as its core digital curriculum employing a 1:1 student to computer ratio. The school has developed an RTI Framework that will be used to identify struggling readers and implement specific interventions. The school will also use off-line teacher created standards-based lessons to supplement the core curriculum and provide students' academic interventions. The school has developed an academic intervention guide for all teachers that includes reading comprehension strategies such as assessing prior knowledge before reading and engaging students in text lookback or written retells of high interest materials.</p> <p>The school will order additional supplemental curriculum for students either digital or offline as needed based on a student's needs. The RTI Framework will be used to identify struggling readers and implement specific interventions such as repeated reading using high-interest materials made possible by a partnership with the Cleveland Kids Book Bank. We will measure success by evaluating NWEA MAP gains of students who have completed reading program material versus students who have not completed supplemental materials.</p>		
	6.3c	4) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
<p>Invictus High School Directors will work directly with Teacher Based Teams to determine the most suitable resources for students. They will then work with the Board of Directors for approval of purchases over \$5,000.</p> <p>The Directors and Business manager have developed a 5 year technology plan to refresh all student and staff devices at a minimum of every 5 years. The school will work with the a contracted vendor (MobileTech) Sponsor, ODE, and the Board of Directors to ensure all technology meets the needs of required state testing.</p>		




6.3d Continuous Improvement and Professional Growth

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

 Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate the school improvement plan using the Ohio 5-step process?
<p>The first stage of the continuous improvement plan is the decision framework. In this stage, the BLT looks at data to identify critical needs of the school. This allows the team to make informed decisions of where to spend time/energy and resources to make improvements in student performance. Stage 2 is the development of a Focused Plan. This includes goals for Reading, Math and school climate. The team is required to identify adult and student implementation, timelines, action steps and strategies for achieving the goal. During stage 3 and 4, the plan is implemented and monitored throughout the course of the school year. The school is currently in the process of revising OIP. Current OIP attached.</p>		
 Ohio Teacher Evaluation System (OTES)	6.3d	2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators. <input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations? <input type="checkbox"/> The school will implement an alternative evaluation system as described below. 3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?
<p>The school continues to participate in the Ohio Teacher Evaluation System. The certified OTES evaluators are the school directors. See attached documents on implementation of OTES as well as credentials.</p>		

 Ohio Principal Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The school participates in OPES. See attached documents on implementation of OPES as well as credentials.</p>		
 Local Professional Development Committee and Resident Educator	6.3d	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>Invictus High School's LPDC is chaired by a classroom teacher who attends regular scheduled meeting within our cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date and compliant. LPDC documents are attached.</p> <p>Invictus High School implements Ohio's Resident Educator Program. The school currently has one teacher in the program. The mentor teacher regularly work with the resident educator and updates all required information. RE files are attached.</p>		
 Local Professional Development Committee and Resident Educator	6.3d	<p>7) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)</p>
<p>Invictus High School's LPDC is chaired by a classroom teacher who attends regular scheduled meeting within our cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date and compliant. LPDC documents are attached.</p>		



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<p>Invictus High School implements Ohio's Resident Educator Program. The school currently has one teacher in the program. The mentor teacher regularly work with the resident educator and updates all required information. RE files are attached.</p>		
 Professional Development	6.3d	8) Using the <u>Ohio Standards for Professional Development (adopted 2015)</u>, describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
<p>Each teacher at Invictus high school has and Individual Professional Development Plan (IPDP) that prescribes training and development activities based on their license and experience level. Invictus High School has a school wide professional development plan that includes training on RtI, Formative Instructional Practices, Instructional Framework, Data Analysis, Trauma-informed Instruction, New State Assessment Deconstruction, Ohio's Learning Standards, Differentiation, Positive Behavioral Intervention Supports, School Safety, Special Education Updates, Student Learning Objectives, eTPES review, Cultural Awareness and Graduation Requirements, and required compliance training. Additional PD days are planned at each campus focused on team building and staff collaboration and development. School staff are also encouraged to attend trainings offered throughout the year by the school sponsor that are focused on a variety of topics. The School had 11 scheduled in-service days.</p> <p>Invictus Professional Development Policy</p> <p>Building level teacher-based team meetings are held on a weekly basis to analyze data and discuss best practices learned in professional development sessions throughout the year.</p> <p>http://education.ohio.gov/Topics/District-and-School-Continuous-Improvement/Ohio-Improvement-Process</p>		
 School Calendar	6.3.1	1) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.
<p>Attached.</p>		
 Bell Schedule	6.3.1	2) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provide, such as after-school tutoring, include these on the schedule.
<p>Attached.</p>		

6.3e Prevention and Intervention Policy

A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

 Prevention and Intervention Plan	6.3.2	<p>1) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing learning, behavior and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
<p>The School will provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on any achievement test Ohio Graduation Test, Ohio's State Tests (End-of-Course Exams) and/or who do not demonstrate academic performance at their grade level based on results of a diagnostic test. The School collects data on student performance and designs plans of classroom based intervention services to meet the instructional needs of individual students.</p> <p>Please see attached Academic Prevention/Intervention Policy</p>		
 Prevention and Intervention Plan	6.3.2	<p>2) Describe the school's intervention plan for all students not found proficient or "Not on Track" for all of the following assessments that are applicable for your school's student population:</p> <ul style="list-style-type: none"> a) Ohio's State Tests; b) Third Grade Reading Guarantee Diagnostic Assessments; c) Kindergarten Readiness Assessment (KRA); d) Ohio English Language Proficiency Assessment (OELPA); e) or the current assessment system required by ODE.

<p>Invictus High School will implement strategies to ensure that all students participating in the administration of the NWEA assessment and Ohio State Assessments either score proficient or will improve their scores by 10% each testing cycle.</p>		

Each student will have an individualized learning plan which identifies areas of deficiency in specific areas such as Reading Process and Informational Text. The Director's will use will testing data to selected students for intervention and test preparation periods. Content area teachers will use the ILP's and track both attendance and participation in intervention and test preparation periods and students. Reading preparation classes with a focus on Reading Process and Informational Text will be offered weekly to all testing eligible students at least eight weeks prior to the testing period. One hundred percent of students not already proficient in reading will participate in all reading prep classes that are offered.

Data used will include NWEA/MAP reports, DASL, performance portfolios, and practice tests. The data will be collected before, during, and after each test administration. Data will be monitored and analyzed at monthly OIP meetings by the Community School Leadership Team. All OIP minutes will be submitted to the Board of Directors and Sponsor for monitoring, review and feedback.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its Ohio Improvement Process plan.

Schools newly chartered with Charter School Specialists will establish an OIP plan by September 30th.

The OIP will be available and reviewed at a yearly onsite assistance review.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

Nationally Normed Assessment

6.5

1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, [ODE approved standardized testing tool](#). It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.

The School utilizes NWEA/MAP Assessment for reading, math and science. NWEA/MAP is nationally normed and aligned with state standards to measure student performance. This test is administered a minimum of twice per school year and testing windows are identified on attached school calendar.

This assessment is required by the state of Ohio for Drop Out Prevention and Recovery schools, and the Fall and Spring Testing windows are prescribed by the state.

NWEA/MAP is used to establish baseline data, identify students' strengths and needs and compare student's academic progress. NWEA/MAP will enable educators make data-driven decisions. It will also be a strong source of data for the CSLT to be able to parse growth in aggregate, per child, and per classroom.

Ohio's State Assessments



6.5

2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.


Invictus High School will be administering all of Ohio's required state assessments including NWEA and End-of-Course Exams in English/Language Arts, Math, science and social studies. Information from yearly summative data assessments (Ohio's State Assessments and NWEA assessments), while not locally developed, drives our school's development of local student learning outcomes and the school's improvement plan. End of Course tests will be given in all subject areas to the appropriate students. Teacher Based Teams will examine student data and recommend eligibility to test for each child during each assessment window. The Directors will assess the timing of overall testing windows determined by the Ohio Department of Education, and choose a local testing window within those confines that best fits our school calendar to achieve maximum testing potential. Staff received proper training of how to administer tests and test security. All testing dates are on the school calendar (see attachment). The School will use Value-Added and locally determined measures in order to calculate Student Growth Measures.

The school will also offer Industry Credentialing Exams in Business, Health Care, and Law and Public Safety in testing windows that offer students a pathway to either the December or June each school year. Students will also be offered the ability to take the ACT Workkey assessment at least twice per school year. Both options will allow students to achieve the prerequisite skills for graduation and their chosen career path. The timing of these assessments will be determined by each students ILP.

ESL students will be offered the OELPA assessment which will be administered by an outsourced provider (Partners for School and Innovation). Data from all assessments will be provided to the board within 30 days of the school receiving the results through monthly State of School reports given by the school Director's. Using this information the Directors will work with the Board of Directors to make modifications to the schools OIP goals that will impact the schools grade on the Ohio DOPR report card.


 Local Assessments	6.5	3) Identify any local assessments that will be used. Discuss rationale for test selection, purpose, and the timelines for implementation.
<p>Invictus High School uses a variety of formative assessments during instruction to adjust instructional practices and maximize individual students' learning. Once formative assessments are conducted and analyzed, educators use the data collected to determine students' skill level, their concept mastery, and their progress toward curriculum goals. Teachers can then adapt their teaching methods to deliver meaningful instruction that will meet the students' needs.</p> <p>Types of formative assessments used include observations during in-class activities, reflections in journals that are reviewed periodically during the semester, question and answer sessions, both formal and informal, conferences between the instructor and student at various points in the semester, in-class activities where students informally present their results, and student feedback collected by periodically answering specific question about the instruction and their self-evaluation of performance and progress. Each content teacher documents the results of these formative assessments in the shared drive, allowing the rest of the staff to familiarize themselves with formative student data across the curriculum. This sharing of information benefits both the teachers and the student by creating a sense of community and shared responsibility for student learning.</p> <p>Invictus High School also uses summative data assessments to produce valuable information that is used to make curriculum decisions, direct future instruction, and improve instructional practices. Summative assessment data that is collected at the end of a chapter, unit, or course is obtained through tests, projects, term papers, and student portfolios. The data collected from these types of summative assessments is used to guide our efforts in developing alternative assessments, differentiating instruction, and providing additional academic support in the areas in which students show weakness.</p>		
 Formative Assessments		4) Describe the process for developing formative assessments, sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.

Types of formative assessments used include observations during in-class activities, reflections in journals that are reviewed periodically during the semester, question and answer sessions, both formal and informal, conferences between the instructor and student at various points in the semester, in-class activities where students informally present their results, and student feedback collected by periodically answering specific question about the instruction and their self-evaluation of performance and progress. Each content teacher documents the results of these formative assessments in the shared drive, allowing the rest of the staff to familiarize themselves with formative student data across the curriculum. This sharing of information benefits both the teachers and the student by creating a sense of community and shared responsibility for student learning.

 Non-Academic Measures	6.5	5) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
<p>Invictus High will provide both student, staff, and parent school satisfaction survey's semi annually through an online SurveyMonkey tool and paper survey's that will be mailed home. The Directors will provide the information from these survey's to the board of directors to make modications to programing, facalities, safety, and school operations.</p> <p>The school also administers a student needs assessment via our family advocate to incoming students to assess their needs and to enable facilitation of connections to the wrap-around support model.</p> <p>In addition, the school administers several career and post-secondary assessments to measure student interest and aptitude for various careers, credentials, and post-secondary institutions. This will facilitate connection of each student to tools and resources which will enable them to learn more powerfully and connect their learning to the real world.</p>		

8.1 Organization and Staffing

Personnel and understanding of roles and are responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

 Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
<p>Fiscal Officer: Brian Adams-Ohio Community School Consultants, Ltd.</p> <p>EMIS/Business Manager: Rory Tiedemann</p> <p>Executive Director: Chauncey Jackson</p> <p>Senior Director (Downtown Campus): Dean Manke</p> <p>West Campus Director: Joe Palmer</p> <p>East Campus Director: Tonya Dumas</p> <p>Enrollment Specialist:</p> <ul style="list-style-type: none"> • Latonya Jones (Downtown Campus) • Nancy Colby (West Campus) • Julionne Brown-Little (East Campus) <p>Post-secondary Staff:</p> <ul style="list-style-type: none"> • Sean Scott (Downtown Campus) • Mike Woods (West Campus) • Katara Hall (East Campus) <p>Science Teachers:</p> <ul style="list-style-type: none"> • Heather Goldberg (Downtown Campus) • Fredrick Martin-Shultz (West Campus) • Gregory Tilton (East Campus) 		

Math Teachers:

- Natalia Bobko (Downtown)
- Leah Munster (West Campus)
- Jie Shen (East Campus)
- John Gojevic (East Campus)

English Teachers:

- Roseanna Perry (Downtown Campus)
- Dylan Rickelman (West Campus)
- Dominique Lindsay (East Campus)

Social Studies Teachers:

- Bryan Fasig (Downtown Campus)
- Christy Galletti (West Campus)
- Daniel Niessen (East Campus)

Intervention Specialists:

- Norine Tuck-Ringwalt, Crystal Duzro (Downtown Campus)
- Dave Gelhar (West Campus),
- Kristen McClure
- Rachel Yarcusko
- Ellen Pelts (East Campus)

Retention Specialist:

- Kevin Sparks (Downtown/West Campus)
- Dwayne Gullate (East Campus)

Family and Community Advocate:

- Sharonda Perkins (Downtown Campus)


- Brian Gackowski (West Campus)
- Kevin Minor (East Campus)

Administrative Assistant: Carl Harris

Marketing/Enrollment Coordinator: Michael Robinson

School Psychologist/RTI Coordinator: Ryan Manner

Records/CBI Coordinator: Paul Whitney

 Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of the school staff that align to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e., speech and language pathologist, school psychologist, etc.), e) other. Please only include job titles.
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Fiscal Officer: The schools fiscal officer will work with the Board of Directors to develop a yearly budget, spending plan, and place fiscal controls in place in accordance with state law and board policy.

EMIS Coordinator/Business Manager:

- The EMIS Coordinator will manage all aspects of the Student Information System including the enrollment of students in compliance with board policy and ORC with support from the Cuyahoga County ESC.
- The Business Manager will manage all human resource functions, facilities, and manage school involving and accounts payable in conjunction with the schools Fiscal Officer.

Executive director: See job description

Senior Director: The Senior Director will serve as the lead academic officer and manage instructional personnel including academic compliance and professional development to ensure academic outcomes in accordance with 6.4b academic accountability measures and ORC.

2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment

Director: The Director will serve as the operation and academic leader of their campus and manage daily operations of the building, maintain compliance, and provide oversight to content area teacher, intervention specialist, and support personnel.

Content Area Teachers: Licensed subject area teachers that provide individualized instruction to students in core content area teachers based on Ohio's Learning Standards.

Intervention Specialists: Licensed Intervention Specialist that provide instruction to students on IEP's and maintain special education compliance.

Retention Specialist: Provide ongoing student outreach to students who have problems with truancy and maintain compliance with HB 410.

Family and Community Advocate: Provide social and emotional support to students and establish community partnerships that provide students resources and support services in their areas of need.


Administrative Assistant: Performs clerical duties as directed by the director.

Marketing/Enrollment Coordinator: Develops marketing strategy and executes marketing to drive new student enrollment and maintain budgeted levels of enrollment at each campus.

School Psychologist/RTI Coordinator: Performs psychological assessments, develops ETR's, and maintains the IAT/RTI process by prescribing academic and behavioral interventions to struggling students.

Records Coordinator: Maintains all student records in an orderly fashion and prepare student enrollment files for FTE audits


CBI Coordinator: Coordinates with the post-secondary coordinators on Career Based Intervention for students and maintains records of work hours and student employment.

 Recruitment and Retention Plan	8.1	3) Describe the plan to recruit and retain highly qualified personnel including how the school will meet the goals identified in Ohio's 2015 Plan for Equity at ODE's website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx .
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The school will create a safe, technology rich environment that provides authentic learning opportunities for all students. To accomplish our mission, our budget priorities are staffing, facilities, and technology. The school will employ 100% Highly Qualified teaching staff at ratios that meet or exceed

the requirements set by both ODE and the management agreement. Root Cause Analysis by the Community School Leadership team determined that lower pay as compared to local districts, and the stresses associated with working with traumatized children have led to greater turnover, and a less experienced staff than is ideal. The CSLT has worked to realign budget priorities to move toward a more competitive wage scale, and as a result, greater retention and experience on our staff. Throughout the school year, instructional staff will be engaged in High Quality Professional Development activities focused around our instructional methods, formative and summative assessment, and response to intervention.

The school's equity plan will drive the recruitment and retention of high quality experienced educators who are fully licensed in their field and have experience with a high need population of students.

 Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
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15/1 per session

 Staffing Plan for Projected Enrollment	8.1	5) Describe staffing plan based on projected enrollment for the term of the school's charter. Differentiate between certified teaching, para-teaching, and non-licensed staff.
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Current professional development and staffing budgets have the necessary resources allocated to ensure school leadership can hire and train a high quality staff. The 5-year forecast projects increased staffing and professional development allocations as enrollment increases.

Invictus High School Prevention and Intervention Policy

2017-2018

Invictus High School utilizes the Response to Intervention process to identify students who are not making adequate progress. The Response to Intervention process divides students into 3 tiers based on their academic progress and data collected from universal screeners. Invictus High School uses the NWEA and Curriculum Based Diagnostic Assessments the main methods of conducting universal screening. Students are administered the NWEA test upon enrollment and twice per school year. Students are administered a Curriculum Based Diagnostic Assessment prior to starting each new class.

Most students will fall into the primary prevention tier that involves the delivery of high quality instruction that meets their needs. However, if a student is not making adequate progress in the general education curriculum they can be placed in tier 2 or 3 in which they would receive more intensive services. Students who fall into tier 2 or 3 will receive pull out interventions in their area of weakness, in addition to specifically designed test preparation courses focused around the Ohio State Tests. Students who do not achieve the minimum passing score on the Ohio State Tests (End-of course exams) are immediately placed into tier 2 or tier 3 in their area of need.

After being placed in the Response to Intervention process, teachers will then systematically assess student academic progress using a system of classroom based performance assessments and short cycle assessments to determine the responsiveness to supplemental intervention. Students not making adequate progress with supplemental interventions are placed into tier 3 which involves the delivery of individualized interventions for extended periods of time during the school day. Students who fail to make progress after undergoing all three steps of this process are then placed into the Intervention Assistance Team process in which testing for special education services may take place.

Our three tier intervention system represents a continuum of instructional supports. It provides for the early identification of learning and behavioral challenges and timely intervention for students who are at-risk for learning problems and have difficulty passing the Ohio State Tests or making adequate growth on the NWEA assessment.

JOB TITLE: Executive Director and Chief Executive Officer

Nature OF JOB: The Executive Director is the Chief Executive Officer (CEO) of Invictus High School. He or she is responsible for the effective operation of the school, general administration of all instructional, business, or other operations of the schools. She or he will administer and supervise the school and its employees, in its educational program to serve students from the ages 16-21 with a focus on re-engaging the student in credit recovery, improving student retention, and bolstering academic proficiency. The CEO will also serve as a strong advocate for Board of Directors' Mission, Vision and Philosophy.

The CEO will work collaboratively with the School Directors, Fiscal Officer and Board of Directors to provide consistent and effective school leadership for the school.

Responsibilities and Duties:

Educational Program Management

Knowledge of and experience with curriculum development and developmentally-based educational programs

Monitor and analyze student performance data and prepare reports

Outreach to community to promote the Invictus Educational Model and develop support systems for career pathways

Foster teacher leadership and shared decision making

Facilitate teacher leadership for professional development, staff/teacher meetings, and instructional planning meetings

Ensure educational and regulatory compliance at all governmental levels

Explain and clarify information received from various agencies including the Ohio Department of Education

Operations Management/Supervision

Provide oversight and leadership for staffing, curriculum, and state compliance

Develop school management procedures, methods and practice

Ensure compliance with all applicable laws and regulations including, but not limited to, financial, record keeping, and employment laws,

Supervise day-to-day operations of the school

Responsible for overall vendor management including, but not limited to payroll, facilities, contractors

Responsible for preparation of annual performance audit

Attend and participate in Board meetings and committee meetings.

Manage recruitment and selection of staff

Supervise improvement of teaching by annually reviewing goals and objectives, observing instruction, and conferencing with

teachers, in collaboration with staff, the Board of Directors, and representational parent input

Supervise staff and foster positive, collaborative working relationships.

Communications Management

Establish and maintain professional and cooperative working relationships with all stakeholders: parents, students, staff, neighbors, and partners

Maintain a visible and accessible presence to the school community

Advocate for Invictus in the greater community and with the media

Communicate issues, concerns, and needs to the Board of Directors

Maintain frequent and regular communications with families through a newsletter, school website, one-on-one meetings, etc. as appropriate

Outreach and marketing for the purposes of maintaining enrollment and development

Fiscal Management

Work with Fiscal Office to develop annual budget. Manage budgets and make recommendations to the Invictus Board

Work with the Board of Directors to set economic objectives, financial and accounting

policies, and other fiscal policies and practices as necessary

Provide financial reports to the Board and other agencies as mandated by law

The Director will perform other duties as required.

Qualifications

Education and Experience

Bachelor's degree (Master's degree or higher preferred)

Valid Ohio Administrative Credential (preferred)

Experience working with educational programs

Experience coaching and developing staff

Experience working with a culturally diverse student body

Knowledge of:

Local, state and federal laws applying to public schools

Laws and regulations specific to charter schools

Special education needs and issues

Budget preparation and control procedures

Ability to:

Plan, coordinate, and direct work and activities of teaching professionals

Manage budgets, prioritize expenditures, and seek innovative methods for providing school

Skilled in:

Promote and market the educational program and services of the school

Engaging families and the larger community in the life of the school

TO APPLY:

Interested candidates should submit the following materials:

Cover letter expressing your interest in the position and how you see your contribution to the School.

Current resume.

Preferred Experience:

Senior Leadership and/or Education Management : 3 Years

Preferred Education:

Master's

Preferred License or Certification:

Superintendent or Equivalent Job Type: Full-time

Staff Professional Development Policy

All expenditures of Invictus High School funds shall be for a public purpose. The performance of our employees is the key to success for our organization. Providing PD to our employees is an investment in their development and the school's future. In the process of staff development the Director (Principal) may find it appropriate to schedule groups of employees at one location to participate in various programs, activities, or have staff attend external professional development events for improving their service to the schools or performing other tasks to improve graduation rate, attendance, retention, community involvement, parental involvement.

All employees will receive training and development aligned to the priorities of the school - in particular with the goals identified in the [School Improvement Plan](#) (Click to view) and aligned to the needs identified in the Ohio Improvement Process. The alignment to Individual Professional Development (IPDP) plans will also be considered when appropriate.

Professional development for instructional personnel will include a focus on the Ohio Standards, including:

(a.) Deconstruction of ELA and Math standards, (b.) depth of knowledge, (c.) understanding of Strands, Themes, Topics and Content Statement for Science and Social Studies, (d.) Instructional Shifts.

1. Literacy: Foundation skill fluency, phonics and word recognition phonological awareness, vocabulary, print concepts, comprehension, and writing.
2. Training, including all school leadership, instructional staff, and Governing Authority, on and using data to inform instruction and to close achievement gaps in identified subgroups.

Building Directors will be responsible for determining alignment to school priorities, budget considerations, scheduling, transportation, and travel expenses. School priorities will be determined by the Community School Leadership Team, the OIP, staff surveys, and compliance needs.

The Director (Principal) shall properly and accurately account for all purchases with receipts and/or expense reports. The Director is responsible for ensuring purchases or expenses do not exceed the budget set by the Board.

The Board believes that the public purpose served is the promotion of education and a professional learning community.



Accountability - ATTACHMENT 6.4 Dropout Prevention and Recovery Schools

(As defined by ORC 3314.36)

- The school must receive a “Meets Standards” or better in the following measures and components- on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports, hereafter known as the “Graded Measures” listed here:

Local Report Card Measures	<ol style="list-style-type: none"> 1. Overall School Rating 2. High School Test Passage Rate Rating 3. Gap Closing Rating: Annual Measurable Objectives (AMO’s) including EL progress towards proficiency 4. Graduation Rate: Combined Rate 5. Progress: Value Added Overall 6. Student Post-Secondary Outcomes
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- Meeting all contractual measures agreed upon in the community school contract as listed here:

	<p>7. Standardized Test Results -A standardized assessment listed in the community school contract should demonstrate at least 1 years’ worth of growth for 80% of students tested in reading and math using the <i>Ohio’s Where Kids Count Rules</i>.</p> <p>8. Faithfulness to the Community School Contract - The school must be faithful to the community school contract as a condition for renewal. <i>(See page 2 of this document for clarifications.)</i></p>
	<p>9. Ohio Improvement Process Implementation - The school must demonstrate the implementation of the 5 step process in developing and monitoring the School Improvement Plan with evidence of fidelity in implementing identified strategies/action steps and progress toward specified goal targets outlined in the plan.</p>

Faithfulness to the Community School Contract Outlined:

- ✓ **The School must be faithful to the community school contract as a condition for renewal. The Sponsor will review the following during its renewal analysis of the School:**
 - A. Additional Performance Measures, including but not limited to, the following:**
 - Academic Performance including subgroup performance; and
 - Nationally Normed Assessment growth measures including subgroup performance; and
 - The School Improvement Plan and the adherence to the 5 step process; and
 - Student Attendance and Graduation Rates; and
 - Operational Performance, teacher turnover and teacher certification; and
 - Equity Index or any other reports on Equitable Access to Excellent Educators outlined in Ohio's ESSA plan; and
 - Enrollment and Mobility; and
 - Career Technical Pathways/Certifications and Student Post-Secondary Outcomes.
 - B. The School's Financial Viability, including but not limited to, the following:**
 - Timely Submission of Financial Documentation to the Sponsor; and
 - Adequate Debt to Asset Ratio; and
 - Acceptable Enrollment Variance; and
 - School has maintained Timely Payments on all Loans/Debts; and
 - School maintains an Adequate Amount of Unrestricted Cash; and
 - The School's Positive/Negative Cash Flow; and
 - The School's Debt Service Coverage Ratio.
 - C. The School's Operational Performance, including but not limited to, the following:**
 - Timely submission of CSLT Meeting Date Form; and
 - Timely submission of Academic Coach Resumes (if applicable); and
 - Timely hiring of an Academic Coach after credentials are reviewed by the Sponsor (if applicable); and
 - Timely submission of the Management Company Evaluation (if applicable); and
 - Attendance at Sponsor provided workshops/trainings; and
 - Timely submission of the Student Intervention Plan (if applicable); and
 - Timely submission of Accountability Attachment 6.4b Interventions Reporting Template (if applicable); and
 - Adequate and timely communication with the Sponsor regarding any/all changes to the Community School Contract; and
 - Monitoring the implementation of the Ohio Improvement 5- Step Process and the School Improvement Plan inclusive of Attachment 6.4 by the Governing Authority at regularly scheduled Board Meetings; and
 - Performance on Compliance Visits and Annual Audits; and
 - Follow up on recommendations from Onsite Assistance Review reports; and
 - Number and magnitude of Corrective Action Plans.

Accountability Attachment 6.4 Document Support and Criteria:

- The following chart is consistent with the Sponsor’s philosophy that community schools should have at least 5 years to develop their program and demonstrate success. The “actions” noted in the following chart are rooted in research-based practices and philosophies that utilize data-supported decision making proven to increase student achievement and close achievement gaps.
- The intent of the “actions” in the following chart is to clearly delineate the commitment of both the Sponsor and the School to work in one accord to promote greater student achievement and success. The Sponsor suggests that every school strive to improve each year through continued efforts in professional development and teacher training.
- The year in which a school receives a D or F in any of the components listed above, initiates the 6.4 intervention process. School’s Baseline Year will be the first year in which the School receives a Does Not Meet in any of the measures and components listed above. A school will continue to implement the “actions” of the previous school year if/when the school receives a Meets in all measures and components following the implementation of that year’s “actions,” until the school has two consecutive years of receiving a Meets in all measures stated above.
- Renewal terms for a school shall be reviewed in conjunction with the Contract Performance Measures section of the charter and only schools meeting the standards as listed in section 11.6 will be considered for renewal.
- If the school’s previous Accountability Attachment 6.4 required specific interventions, the school must implement the actions listed in the successive year as stated within this document. This Attachment 6.4 supersedes all previous versions and interventions.
- Failure of the School to complete any of the requirements as listed in Accountability Attachment 6.4 may result in the Sponsor placing the School on probation or in suspension. In addition, failure of the School to timely submit any data required by the Community School Contract and/or this Attachment may result in the Sponsor placing the School on probation or in suspension.

First Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified any Local Report Card Measures:	
The Sponsor Will:	The School Will:
A. Offer technical assistance for the Ohio 5-Step Improvement Process (OIP) and the development of the School Improvement Plan This includes technical assistance with OLAC modules, development of Teacher Based Teams (TBT’s) and the TBT 5 Step Protocol.	A. Require School Leader to complete Ohio Leadership Advisory Council (OLAC) online self-assessment and recommended modules.
B. Require the School to review or revise a School Improvement Plan - for the following school year to address the academic needs of the School.	B. Review and revise the required OIP Focused Plan inclusive of 6.4b Intervention actions listed herein, through a Community School Leadership Team (CSLT) that includes parents and Board members and submit for Sponsor feedback.
C. Require the School to monitor and evaluate the School Improvement Plan for the following school year to address the academic needs of the School.	C. The School Leader will report to the Governing Authority on the developed OIP Focused Plan and its implementation and data collection at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in School Improvement Plan Action Steps.	D. For schools using OTES and OPES, obtain training and certification in the Ohio Evaluation System that includes the Ohio Teacher Evaluation System (OTES) and the Ohio Principal Evaluation System (OPES) and develop a plan for implementation that includes staff training, Governing Authority reporting, and Board approved policies for implementation, monitoring and evaluation. The School Leader/Evaluator is to report to the Governing Authority on OTES evaluation timeline activities (i.e., completion of formal and informal evaluations). Board reporting is to be a <i>minimum</i> of twice per year (i.e. completion of Formal Observation 1 and Formal Observation 2). The Governing Authority will ensure the implementation and monitoring of OPES for School Leaders.
E. Offer technical assistance to improve instructional leadership.	

<p>E. Develop and implement a school professional development plan outlined in the School Improvement Plan inclusive of:</p> <ul style="list-style-type: none">a. Ohio Learning Standards, including 1. Deconstruction of ELS and Math Standards 2. Depth of Knowledge 3. Understanding of Strands, Themes, Topics and Content Statements for Science and Social Studies 4. Instructional Shiftsb. Literacy: Foundation skills fluency, phonics and word recognition, phonological awareness, vocabulary, print concepts, comprehension and writing.c. Training, including all school leadership, instructional staff, and Governing Authority, on and using data to inform instruction and to close achievement gaps in identified subgroups inclusive of the specific nationally normed assessment used by the school.
<p>F. Identify and implement a research based adolescent reading program designed to address the reading deficiencies of students and improve reading achievement.</p>
<p>G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p>
<p>H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

Second Year Actions

A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.

Criteria: School receiving a “Does Not Met” on identified Local Report Card Measures for a second consecutive year:

In addition to Year 1 supports, The Sponsor Will:	The School Will:
A. Offer technical assistance towards improving academic instruction and student achievement.	A. The School will continue all First Year Actions.
B. Review and offer feedback on the School Improvement Plan if needed.	B. Implement Teacher Based Teams (TBTs) using OLAC Modules while instituting the TBT 5 Step Protocol; and
C. Establish Academic Coach minimum qualifications for review of candidates.	C. Hire an Academic Coach following Sponsor requirements and tools (<i>See Academic Coach credentials and job responsibilities</i>). The School will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the full time Academic Coach.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan included in the School Improvement Plan Action Steps.	D. Establish schedules and implement strategies that provide increased collaboration and learning time for teachers that is protected from internal or external interference or interruptions.
E. Continue to offer technical assistance to improve instructional leadership.	E. Continue and strengthen implementation of first year professional development plan components (Standards, Literacy, Data) outlined in the School Improvement Plan and development of additional Actions Steps for implementation of: <ul style="list-style-type: none"> i. <i>Formative instructional practice training</i> ii. <i>Differentiated instruction of identified subgroups to close achievement gaps –</i>

Third Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified Local Report Card Measures for a <u>third</u> consecutive year:	
In addition to Year 1 and Year 2 supports, The Sponsor Will:	The School Will:
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all First Year and Second Year Actions.
	B. Review and revise curriculum maps, pacing guides, lesson plan templates, and curriculum guides. The school will provide evidence of such upon request.
	C. Review resources and materials for alignment to the Ohio Learning Standards rigor and emphasis on the need for differentiation to address identified learning gaps. The school will provide evidence of such upon request.
	D. Develop teacher and school leader growth plans or improvement plans for ineffective teachers or principals to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Fourth Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified Local Report Card Measures for a <i>fourth</i> consecutive year:	
If the School is not required to close by the Ohio Revised Code, the Sponsor will:	The School Will:
A. Take over the operations of the school; and/or	A. Close at the conclusion of the school year if the School meets the requirements for closure as found in the Ohio Revised Code.
B. Work with the Board to replace the operator of the school; and/or	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school in Academic Probation ² status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation ² status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Meet all requirements for closure as outlined by the Ohio Revised Code.
<p><i>2= Academic Probation status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4, and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions, but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “Meets” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.</i></p>	

Attachment 8.3 Disposition of Employees

If the community school established under this chapter permanently closes and ceases its operation as a community school, the assets of that school shall be distributed first to the retirement funds of employees of the school, employees of the school, and private creditors who are owed compensation, and then any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under section 3313.64 or 3313.65 of the Revised Code. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.

In the event the school closes, staff will be assisted in obtaining new employment opportunities. Such assistance will include, resume writing, interviewing skills, and identified openings in other school for which the individual or group is licensed and able to work in the state of Ohio.



Attachment 8.4 Employee Benefits

Full time employees will accrue PTO days as per the employee handbook, total for applied for position to be determined upon job offer to be used for sick or personal leave during that school year. Employment benefits will also include STRS or SERS as applicable. Health insurance available with a Company contribution towards the premiums will be offered to full time employees the month following their start date. The effective of date of that coverage would be the first of the month following the start date for employment. All health insurance benefit plans are subject to change at the discretion of the Company, but will be offered at the same level as similarly employed employees of the Company.

Community School Budget

IRN No. 133835

County: Cuyahoga

**School Name Invictus High School
Budget for Fiscal Year 2019**

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ 1,210,000.00	\$ 350,000.00	\$ 440,000.00								\$ 2,000,000.00
Retirement Fringe Benefits 200	\$ 357,000.00	\$ 105,000.00	\$ 132,000.00								\$ 594,000.00
Purchased Services 400	\$ 550,000.00		\$ 177,455.00	\$ 40,000.00	\$ 384,000.00	\$ 23,545.00	\$ 75,000.00				\$ 1,250,000.00
Supplies 500	\$ 85,000.00		\$ 15,000.00		\$ 35,000.00		\$ 15,000.00				\$ 150,000.00
Capital Outlay 600											\$ -
Other 800				\$ 8,000.00	\$ 52,000.00			\$ 15,000.00			\$ 75,000.00
Total	\$ 2,202,000.00	\$ 455,000.00	\$ 764,455.00	\$ 48,000.00	\$ 471,000.00	\$ 23,545.00	\$ 90,000.00	\$ 15,000.00	\$ -	\$ -	\$ 4,069,000.00

Budget Per Pupil

Estimated Student Enrollment	380	\$5,255.79	\$1,197.37	\$2,363.76	\$204.76	\$1,120.72	\$61.96	\$642.86	\$0.00		\$0.00	\$10,707.89
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Assumption for the Fiscal Year 2019

Expected Enrollment

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students										106	106	106	107

Expected Instructors

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										6	6	7	7

Expected Administrative Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										2	2	1	1

All Other Expected Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										2	2	2	1

Expected Purchased Services

Rent	\$ 194,000.00
Utilities	\$ 75,000.00
Other Facility Costs	\$ 90,000.00
Insurance	\$ 23,000.00
Management Fee	\$ -
Sponsor Fee	\$ 117,000.00
Accounting and Audit Fees	\$ 40,000.00
Other Consulting	\$ 512,000.00
Transportation	\$ 23,545.00
Food Service	\$ 75,000.00
Legal	\$ 50,000.00
IT and Marketing	\$ 15,000.00
Contingency-All other Purchased Services	\$ 35,455.00
Total	\$ 1,250,000.00

Expected Debt

Expected	Amount
Beg. Outstanding	\$ 250,000
Add. Debt Proceeds	\$ -
Principle Retirement	\$ 21,000
Interest Expense	\$ 9,000
End of Year Debt	\$ 229,000

Narrative Summary

- 1) FY 18 forecast is based published revenue data by ODE as of 4-18 based on 375 students. Enrollment is projected at 380 with 2 satellite campuses for FY 19-FY22
- 2) Expenditures are contractual costs for staff and benefits beginning in FY 18 as well as typical costs for Property, Plant and Equipment
- 3) School terminated its contract with CEG at 18% as of 11-1/16. It will operate as a non EMO school henceforth.
- 4) Grant revenues are based upon FY 18 allocations

FY18 - 5-18 submission
 IRN No.: 133835
 Type of School: Community
 Contract Term: 6/30/19

County: Cuyahoga

School Name: **Invictus High School**
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2015 through 2017, Actual and
 the Fiscal Years Ending 2018 through 2022, Forecasted

	Actual			Forecasted				
	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 3,027,457	\$ 3,267,625	\$ 3,558,026	\$ 3,900,000	\$ 4,361,842	\$ 4,361,842	\$ 4,361,842	\$ 4,361,842
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	1,467	-	-	-	-	-	-
Total Operating Receipts	\$ 3,027,457	\$ 3,269,092	\$ 3,558,026	\$ 3,900,000	\$ 4,361,842	\$ 4,361,842	\$ 4,361,842	\$ 4,361,842
Operating Disbursements								
100 Salaries and Wages	\$ 1,190,000	\$ 1,170,034	\$ 1,349,647	\$ 1,776,480	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	\$ 2,300,000
200 Employee Retirement and Insurance Benefits	273,200	288,653	395,644	492,083	690,000	690,000	690,000	690,000
400 Purchased Services	1,360,000	1,642,948	1,729,036	1,071,721	1,250,000	1,250,000	1,250,000	1,250,000
500 Supplies and Materials	211,000	240,281	212,739	175,211	150,000	150,000	150,000	150,000
600 Capital Outlay -New	-	422,497	462,269	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	55,000	82,775	107,614	75,000	75,000	75,000	75,000	75,000
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,089,200	\$ 3,847,188	\$ 4,256,949	\$ 3,590,495	\$ 4,465,000	\$ 4,465,000	\$ 4,465,000	\$ 4,465,000
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (61,743)	\$ (578,096)	\$ (698,923)	\$ 309,505	\$ (103,158)	\$ (103,158)	\$ (103,158)	\$ (103,158)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 248,000	\$ 285,478	\$ 203,343	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
State Grants (3200, except 3211)	1,000	889	907	1,000	1,000	1,000	1,000	1,000
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	750	803	132	750	750	750	750	750
Debt Proceeds (1900)	-	-	250,000	-	-	-	-	-
Debt Principal Retirement	-	-	(20,000)	(21,000)	(22,000)	(23,000)	(24,000)	(25,000)
Interest and Fiscal Charges	-	-	(10,000)	(9,000)	(8,000)	(7,000)	(6,000)	(5,000)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 249,750	\$ 287,170	\$ 424,382	\$ 171,750	\$ 221,750	\$ 221,750	\$ 221,750	\$ 221,750
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 188,007	\$ (290,926)	\$ (274,541)	\$ 481,255	\$ 118,592	\$ 118,592	\$ 118,592	\$ 118,592
Fund Cash Balance Beginning of Fiscal Year	\$ 734,353	\$ 922,360	\$ 631,434	\$ 356,893	\$ 838,148	\$ 956,740	\$ 1,075,332	\$ 1,193,924
Fund Cash Balance End of Fiscal Year	\$ 922,360	\$ 631,434	\$ 356,893	\$ 838,148	\$ 956,740	\$ 1,075,332	\$ 1,193,924	\$ 1,312,516

Assumptions

	Actual			Forecasted				
	Fiscal Year 201	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Staffing/Enrollment								
Total Student FTE	331	357	369	375	425	425	425	425
Instructional Staff	20	22	24	26	26	26	26	26
Administrative Staff	5	6	6	6	6	6	6	6
Other Staff	5	7	7	7	7	7	7	7
Purchased Services								
Rent	\$ 134,423.00	\$ 215,692.00	\$ 194,033.00	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00
Utilities	43,115.00	66,734.00	60,307.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Other Facility Costs	40,030.00	69,731.00	89,771.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00
Insurance	16,175.00	12,869.00	22,256.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00
Management Fee	289,781.00	608,098.00	189,891.00	-	-	-	-	-
Sponsor Fee	80,533.00	102,660.00	101,829.00	117,000.00	117,000.00	117,000.00	117,000.00	117,000.00
Audit Fees	430,078.00	41,783.00	42,352.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Contingency	80,533.00	-	-	33,455.00	35,455.00	35,455.00	35,455.00	35,455.00
Transportation	-	1,609.00	2,298.00	23,545.00	23,545.00	23,545.00	23,545.00	23,545.00
Legal	27,766.00	48,949.00	107,543.00	80,000.00	50,000.00	12,000.00	12,000.00	12,000.00
Marketing	57,483.00	215,692.00	81,533.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Consulting	119,786.00	211,323.00	776,872.00	305,721.00	512,000.00	550,000.00	550,000.00	550,000.00
Salaries and Wages								
Employee Benefits								
Special Education Services								
Technology Services								
Food Services	40,297.00	47,808.00	60,351.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Other	-	-	-	-	-	-	-	-
Total	\$ 1,360,000.00	\$ 1,642,948.00	\$ 1,729,036.00	\$ 1,071,721.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Debt Service Coverage	0.00	0.00	-16.48	17.04	4.95	4.95	4.95	4.95
Growth in Enrollment	0.00%	7.85%	3.36%	1.63%	13.33%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	9.41%	-100.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	7.98%	8.84%	9.61%	11.84%	0.00%	0.00%	0.00%
Growth in Non-Operating Receipts/Expenses	0.00%	14.98%	47.78%	-59.53%	29.11%	0.00%	0.00%	0.00%
Days of Cash	0.24	0.24	0.15	0.10	0.19	0.21	0.24	0.27

Assumptions Narrative Summary

Fiscal Year 2018-2022 Projected Debt				
Description	Proceeds	Principle Retirement	Interest Expense	Debtholder/Creditor
FTE	\$ -	\$ -	\$ -	
Loan	\$ -	\$ (115,000.00)	\$ (35,000.00)	Westfield
Loan	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	
Payables (Past)	\$ -	\$ -	\$ -	
Total	\$ -	\$ (115,000.00)	\$ (35,000.00)	

Assumptions Narrative Summary

- 1) FY 18 forecast is based published revenue data by ODE as of 4-18 based on 375 students. Enrollment is projected at 380 with 2 satellite campuses for FY 19-FY22
- 2) Expenditures are contractual costs for staff and benefits beginning in FY 18 as well as typical costs for Property, Plant and Equipment
- 3) School terminated its contract with CEG at 18% as of 11-1/16. It will operate as a non EMO school henceforth.
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FY18 - 5-18 submission
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 Type of School: Community
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School Name: **Invictus High School**
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2015 through 2017, Actual and
 the Fiscal Years Ending 2018 through 2022, Forecasted

	Actual			Forecasted				
	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 3,027,457	\$ 3,267,625	\$ 3,558,026	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	1,467	-	-	-	-	-	-
Total Operating Receipts	\$ 3,027,457	\$ 3,269,092	\$ 3,558,026	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000	\$ 3,900,000
Operating Disbursements								
100 Salaries and Wages	\$ 1,190,000	\$ 1,170,034	\$ 1,349,647	\$ 1,776,480	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
200 Employee Retirement and Insurance Benefits	273,200	288,653	395,644	492,083	594,000	594,000	594,000	594,000
400 Purchased Services	1,360,000	1,642,948	1,729,036	1,071,721	1,250,000	1,250,000	1,250,000	1,250,000
500 Supplies and Materials	211,000	240,281	212,739	175,211	150,000	150,000	150,000	150,000
600 Capital Outlay -New	-	422,497	462,269	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	55,000	82,775	107,614	75,000	75,000	75,000	75,000	75,000
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,089,200	\$ 3,847,188	\$ 4,256,949	\$ 3,590,495	\$ 4,069,000	\$ 4,069,000	\$ 4,069,000	\$ 4,069,000
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (61,743)	\$ (578,096)	\$ (698,923)	\$ 309,505	\$ (169,000)	\$ (169,000)	\$ (169,000)	\$ (169,000)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 248,000	\$ 285,478	\$ 203,343	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
State Grants (3200, except 3211)	1,000	889	907	1,000	1,000	1,000	1,000	1,000
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	750	803	132	750	750	750	750	750
Debt Proceeds (1900)	-	-	250,000	-	-	-	-	-
Debt Principal Retirement	-	-	(20,000)	(21,000)	(22,000)	(23,000)	(24,000)	(25,000)
Interest and Fiscal Charges	-	-	(10,000)	(9,000)	(8,000)	(7,000)	(6,000)	(5,000)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 249,750	\$ 287,170	\$ 424,382	\$ 171,750	\$ 171,750	\$ 171,750	\$ 171,750	\$ 171,750
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 188,007	\$ (290,926)	\$ (274,541)	\$ 481,255	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750
Fund Cash Balance Beginning of Fiscal Year	\$ 734,353	\$ 922,360	\$ 631,434	\$ 356,893	\$ 838,148	\$ 840,898	\$ 843,648	\$ 846,398
Fund Cash Balance End of Fiscal Year	\$ 922,360	\$ 631,434	\$ 356,893	\$ 838,148	\$ 840,898	\$ 843,648	\$ 846,398	\$ 849,148

Assumptions

	Actual			Forecasted				
	Fiscal Year 201	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Staffing/Enrollment								
Total Student FTE	331	357	369	375	380	380	380	380
Instructional Staff	20	22	24	26	26	26	26	26
Administrative Staff	5	6	6	6	6	6	6	6
Other Staff	5	7	7	7	7	7	7	7
Purchased Services								
Rent	\$ 134,423.00	\$ 215,692.00	\$ 194,033.00	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00	\$ 194,000.00
Utilities	43,115.00	66,734.00	60,307.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Other Facility Costs	40,030.00	69,731.00	89,771.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00
Insurance	16,175.00	12,869.00	22,256.00	23,000.00	23,000.00	23,000.00	23,000.00	23,000.00
Management Fee	289,781.00	608,098.00	189,891.00	-	-	-	-	-
Sponsor Fee	80,533.00	102,660.00	101,829.00	117,000.00	117,000.00	117,000.00	117,000.00	117,000.00
Audit Fees	430,078.00	41,783.00	42,352.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Contingency	80,533.00	-	-	33,455.00	35,455.00	35,455.00	35,455.00	35,455.00
Transportation	-	1,609.00	2,298.00	23,545.00	23,545.00	23,545.00	23,545.00	23,545.00
Legal	27,766.00	48,949.00	107,543.00	80,000.00	50,000.00	12,000.00	12,000.00	12,000.00
Marketing	57,483.00	215,692.00	81,533.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Consulting	119,786.00	211,323.00	776,872.00	305,721.00	512,000.00	550,000.00	550,000.00	550,000.00
Salaries and Wages								
Employee Benefits								
Special Education Services								
Technology Services								
Food Services	40,297.00	47,808.00	60,351.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Other	-	-	-	-	-	-	-	-
Total	\$ 1,360,000.00	\$ 1,642,948.00	\$ 1,729,036.00	\$ 1,071,721.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Debt Service Coverage	0.00	0.00	-16.48	17.04	1.09	1.09	1.09	1.09
Growth in Enrollment	0.00%	7.85%	3.36%	1.63%	1.33%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	9.41%	-100.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	7.98%	8.84%	9.61%	0.00%	0.00%	0.00%	0.00%
Growth in Non-Operating Receipts/Expenses	0.00%	14.98%	47.78%	-59.53%	0.00%	0.00%	0.00%	0.00%
Days of Cash	0.24	0.24	0.15	0.10	0.21	0.21	0.21	0.21

Assumptions Narrative Summary

Fiscal Year 2018-2022 Projected Debt				
Description	Proceeds	Principle Retirement	Interest Expense	Debtholder/Creditor
FTE	\$ -	\$ -	\$ -	
Loan	\$ -	\$ (115,000.00)	\$ (35,000.00)	Westfield
Loan	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	
Payables (Past)	\$ -	\$ -	\$ -	
Total	\$ -	\$ (115,000.00)	\$ (35,000.00)	

Assumptions Narrative Summary

- 1) FY 18 forecast is based published revenue data by ODE as of 4-18 based on 375 students. Enrollment is projected at 380 with 2 satellite campuses for FY 19-FY22
- 2) Expenditures are contractual costs for staff and benefits beginning in FY 18 as well as typical costs for Property, Plant and Equipment
- 3) School terminated its contract with CEG at 18% as of 11-1/16. It will operates as a non EMO school henceforth.
- 4) Grant revenues are based upon FY 18 allocations