

MODIFICATION NO. 3
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Pathway School of Discovery (“Governing Authority” OR “School”)

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article I, Section 1.7.** Add the following sub-paragraph:

“Review the financial and enrollment records of the School at least once per month with the governing authority or fiscal officer and provide a written report regarding the review within ten days after the review.”

The rest of Section 1.7 remains as originally written in the Contract.

2. **Article II, Section 2.1.** At the beginning, add the following sentence: “All Governing Authority members must be pre-approved by Sponsor.” The rest of Section 2.1 remains as originally written in the Contract.
3. **Article II, Section 2.4.** At the end, add the following paragraphs:

“The School and Sponsor agree and state that, pursuant to 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA) and 34 C.F.R. 99, the Sponsor is an authorized representative of a state educational authority and that the School is permitted to disclose to the 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 audits, compliance evaluations, 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 are 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 (SOES) and the Education Management Information System (EMIS). “Full and complete access” shall include the ability to inspect and copy paper and electronic documents at the School. The School or its agent(s) shall provide usernames and passwords where applicable to enable Sponsor to have remote self-service access, in read-only format.

The Sponsor agrees to comply with FERPA and the regulations promulgated thereunder. The Sponsor warrants that it uses reasonable methods to limit Sponsor employee access to only those records in which it has 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 rest of Section 2.4 remains as originally written in the Contract.

4. **Article III, Section 3.4.** Replace the first sentence with the following: “If the School applies for Priority 2 E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines.” The rest of Section 3.4 remains as originally written in the Contract.
5. **Article IV, Section 4.1.** In the first paragraph, add sections 3301.948, 3313.6020, 3313.7112, and 3313.89, and remove chapters 3307 and 3309. In the second paragraph, add sections 2921.43 and 2921.44. The rest of Section 4.1 remains as originally written in the Contract.
6. **Article VI, Section 6.4.** Add the following sentence: “The School must submit a calendar of assessments to Sponsor prior to the start of each academic year.” The rest of Section 6.4 remains as originally written in the Contract.
7. **Article VI, Section 6.13.** Add the following sentence: “The School must keep attendance records and requirements for non-classroom-based learning opportunities.” The rest of Section 6.13 remains as originally written in the Contract.
8. **Article VII, Section 7.2.** Add the following subparagraph: “the number and percentage of students on IEPs, the number of those students on home instruction per the IEP, and any associated children’s residential center (CRC).” The rest of Section 7.2 remains as originally written in the Contract.
9. **Article VIII, Section 8.1.** Replace the final sentence with the following: “The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School.” The rest of Section 8.1 remains as originally written in the Contract.
10. **Article VIII, Section 8.3.** At the end, add the following sentence: “To the extent required or allowed by state or federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.” The rest of Section 8.3 remains as originally written in the Contract.
11. **Article VIII, Section 8.4.** Replace the second and third sentences with the following: “The 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 criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor.” The rest of Section 8.4 remains as originally written in the Contract.
12. **Article IX, Section 9.2.** Replace the first sentence with the following sentences: “The School agrees that its fiscal officer shall be its Treasurer, **Anne Sherman**, contracted through the School’s management company, **National Heritage Academies**. Any changes made to the fiscal officer or fiscal services agreement must be reported to the Sponsor within five (5) business days.” The rest of Section 9.2 remains as originally written in the Contract.

13. **Article X, Section 10.2.** Add the following sub-paragraph:

“A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to ESCLEW.”

The rest of Section 10.2 remains as originally written in the Contract.

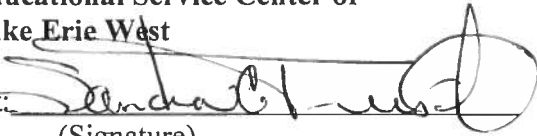
14. **Attachment 9.3** shall be replaced in its entirety with the attached.

15. **Attachment 9.4** shall be replaced in its entirety with the attached.

16. **Attachment 11.6** shall be replaced in its entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

Educational Service Center of Lake Erie West

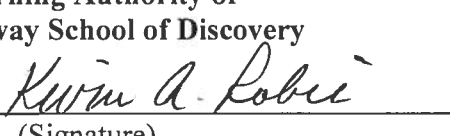
By: 
(Signature)

Its: Superintendent

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

Date: 7/23/2015

Governing Authority of Pathway School of Discovery

By: 
(Signature)

Its: President

with full authority to execute this Contract for and on behalf of **Governing Authority** and with full authority to bind **Governing Authority**.

Date: 06/17/15

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

NOTE: Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

STATE OF OHIO DEPARTMENT OF EDUCATION

5 Year School Treasurer School Treasurer License

Anne Louise Sherman

OH3202471

05/08/2015

07/01/2014 to 06/30/2019

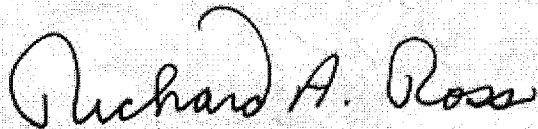
THIS LICENSE AWARDED TO

EDUCATOR STATE ID

ISSUE DATE

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21125983

Employers may verify the validity of this credential by going to Educator Profile on the Ohio Department of Education's website at education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND

1. Treasurer's Bond

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.



Crime Program
Certificate of Coverage

NATIONAL HERITAGE ACADEMIES

Certificate No. 007

Master Bond No. 106291888

This is to Certify

That the following Fiscal Agent of the Pathway School of Discovery, 173 Avondale Dr., Dayton, OH 45404-2123 is covered under a Crime Program through the master policy of the National Heritage Academies provided by the Travelers Casualty & Surety Company of America. This Bond is issued pursuant to OCR 3314.011.

The coverage and limit(s) are set forth below:

Insured:

Anne L. Sherman

Terms of Coverage:

Policy Term: May 1, 2015 to August 1, 2016

Coverage:

	<u>Limit of Liability</u>	<u>Deductible</u>
A-Scheduled	\$25,000.	\$500.

Policy Term Premium: \$122.60

Travelers Casualty & Surety Company of America

Matthew VanConant, Authorized Representative

ATTACHMENT 11.6

PERFORMANCE ACCOUNTABILITY FRAMEWORK

The community school sponsor is responsible to provide oversight and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Educational Service Center of Lake Erie West (ESCLEW) considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the school, (b) the interventions and technical assistance that ESCLEW may utilize, and (c) the academic and non-academic performance goals of the school.

A. Performance Assessment

The performance assessment details many items that the Sponsor will review in its oversight of the school as part of its normal oversight or through a high stakes review. The Sponsor will conduct a high stakes review of the school upon renewal or every five years, whichever is sooner, and at any other point that the Sponsor deems appropriate, at its discretion. If an issue arises or is discovered, the Sponsor will utilize targeted intervention(s) listed in this attachment under section B, including any technical assistance necessary to assist the school.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

If the school has a majority of students with special needs, the School is expected to provide a learning environment that accomplishes the goals of these students in a manner superior to others. The Sponsor expects to see evidence of success for the special education population that exceeds progress in other environments, with methods that are innovative and effective in order to produce such success.

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.

- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures “absolute achievement.” Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.
- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School’s operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School’s cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School’s cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Corrective Action Plan
- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTEs and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Corrective Action Plans and Targeted Intervention

Designation on the Ohio Local Report Card of a D or F in any measure, or any relative weakness in a component or measure, will require targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

ESCLEW may require the School to develop a Corrective Action Plan (CAP) if the School fails to meet contract goals under section C of this Attachment, has historically low achievement in any area or measure, or if there is sudden negative changes in any area or measure. ESCLEW will work with the School in developing the CAP and will utilize other appropriate entities or resources, as it deems necessary.

All academic interventions outlined in the CAP will require a thorough understanding of weaknesses, based on data derived from assessment tools selected in conjunction with the Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses.

Once the CAP is in place, it will be monitored monthly by the Sponsor to assess the School's progress toward meeting the goals. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Renewal and Non-Renewal

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Ohio Revised Code (ORC) or the Contract. In making renewal decisions, the Sponsor will consider the school's academic performance and progress, as well as the non-academic areas listed within the Performance Accountability Framework, in conjunction with the information provided with the school's renewal application. Failure to meet contract goals or failure to appropriately address required interventions or corrective action may result in non-renewal or in a shortened contract term.

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, the Sponsor may non-renew or progress toward termination for a special education status school if the school fails to meet its academic goals.

Comments on Statutory Consequences

Probation, which may lead to suspension, may be used for any cause allowed by the ORC, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency

- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. Goals must be specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. Goals should be aligned with any relevant goals stated in the OIP, School Improvement process, or with existing SMART goals. The School’s Comparison goal must compare the school’s student performance to the state, schools serving similar populations, and/or schools in the same geographical area. The school may also include a mission-specific academic goal.

The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to five years. If a school has a contract length of longer than five years, a high-stakes review and goal evaluation will be performed after five years, and the school recognizes that it will re-assess goals at that time, if not sooner.

Performance Area	Measure(s)	Goal(s)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
<p>Mission Statement</p> <p>Pathway’s Mission: Working in partnership with parents and the community, the Pathway School of Discovery mission is to become one of the finest K-8 schools in the country. We offer a challenging, character-based education through a rigorous curriculum with high academic and social expectations. Our school prioritizes the academic and instructional time so each student reads, computes and writes at or above grade level. We expect our student to master basic skills and realize their full academic potential in preparation for higher education and adulthood.</p>	<p>Academic growth as measured by a nationally-normed standardized assessment in grades K-8.</p>	<p>To ensure the school is providing life-long opportunities to students through its educational program, we propose the following academic growth goal:</p> <p>Each year, the school will administer a nationally-normed standardized assessment (for example, NWEA) in grades K-8. The school will meet or outperform the national average of public school students in beginning-to-end-of-year learning growth in the majority of grades and subjects in reading and math in grades 2-8.</p>	<p>50th percentile</p>	<p>50th percentile</p>	<p>50th percentile</p>	<p>50th percentile</p>	<p>50th percentile</p>	<p>50th percentile</p>	<p>50th percentile</p>	<p>50th percentile</p>

MODIFICATION NO. 2
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Pathway School of Discovery (“Governing Authority” OR “School”)

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article I, Section 1.2.** At the end, add the following paragraph:

“The School is a separate, independent, and autonomous legal entity, responsible for educational programming, staff, budgeting and finance, and scheduling, and is not related to, an agent of, or under the control of the Sponsor, notwithstanding anything required herein or under the law related to the Sponsor’s duties of oversight or intervention.”

The rest of Section 1.2 remains as originally written in the Contract.

2. **Article IV, Section 4.1** is updated as follows:

In the first paragraph, add section 3319.46.

At the end, add the following sentence: “The School will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the Ohio Department of Education, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.”

The rest of Section 4.1 remains as originally written in the Contract.

3. **Article VI, Section 6.3.** The second and third sentences are deleted. The rest of Section 6.3 remains as originally written in the Contract.

4. **Article VI, Section 6.4** shall be replaced in its entirety as follows:

“Academic Proficiency and Achievement Assessments. The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the Ohio Department of Education, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor, along with the justification for the change. The School specifically acknowledges the closure provisions of R.C. 3314.35. Academic goals, performance standards, measurement, and assessment are included in **Attachment 11.6.**”

5. **Article VI, Section 6.6.** R.C. 3314.06(A) is added the list of applicable exceptions. The rest of Section 6.6 remains as originally written in the Contract.
6. **Article VI, Section 6.8** is updated as follows:
 - The heading is replaced as “**Assuring Student Growth.**”
 - The first sentence is deleted.
 - The rest of Section 6.8 remains as originally written in the Contract.
7. **Article VI, Section 6.12.** At the end of subsection (c), add the following sentence: “If the School admits out-of-state students, it shall adopt a policy and tuition schedule.” The rest of Section 6.12 remains as originally written in the Contract.
8. **Article VIII, Section 8.1.** The following sentence is deleted: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.” The rest of Section 8.1 remains as originally written in the Contract.
9. **Article IX, Section 9.1.** At the end, add the following sentence: “The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2).” The rest of Section 9.1 remains as originally written in the Contract.
10. **Article IX, Section 9.5.** At the end, add the following sentence: “Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6.**” The rest of Section 9.5 remains as originally written in the Contract.
11. **Article IX, Section 9.7.** In the first sentence, “all state per pupil foundation funds” is replaced with “the total amount of payment for operating expenses.” The rest of Section 9.7 remains as originally written in the Contract.
12. **Article XI, Section 11.5.** At the end, add the following sentence: “If the term of this Contract is longer than five years, the Sponsor will conduct a high-stakes review every five years.” The rest of Section 11.5 remains as originally written in the Contract.
13. **Article XI, Section 11.6** is replaced in its entirety as follows:
 - “**Performance Assessments, Standards, Goals, and Interventions. Attachment 11.6** sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor’s statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract.”

14. Article XI, Section 11.7 is updated as follows:

The heading is updated to read: "Renewal and Non-Renewal of this Contract."

At the beginning of subsection (a), add the following paragraph: "Renewal is conditioned upon the Sponsor's determination that the School has satisfactorily complied with the applicable laws and this Contract, and that the School's progress in meeting the academic, financial, and organizational goals stated in this Contract is satisfactory. The School shall submit an Application for Renewal for purposes of this determination."

The rest of Section 11.7 remains as originally written in the Contract.

15. Article XI, Section 11.9. At the end, add the following paragraph:

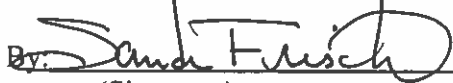
"If the Sponsor suspends the operation of the School pursuant R.C. 3314.03, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30th of the school year immediately following the school year in which the operation of school was suspended."

16. Attachment 6.4 is removed.

17. Attachment 11.6 is added.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

Educational Service Center of Lake Erie West


By: 
(Signature)

Its: Superintendent

with full authority to execute this Contract for and on behalf of Sponsor and with full authority to bind Sponsor.

Date: 8/20/14

Governing Authority of Pathway School of Discovery

By: 
(Signature)

Its: President

with full authority to execute this Contract for and on behalf of Governing Authority and with full authority to bind Governing Authority.

Date: 6/18/14

ATTACHMENT 11.6 PERFORMANCE ASSESSMENTS, STANDARDS, GOALS, AND INTERVENTIONS

The community school sponsor is responsible to provide oversight and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Educational Service Center of Lake Erie West (ESCLEW) considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the school, (b) the interventions and technical assistance that ESCLEW may utilize if ESCLEW consultants perceive the need, and (c) the academic and non-academic performance goals of the school.

A. Performance Assessment Framework

The performance assessment details many items that ESCLEW will review in its oversight of the school. If an issue arises, ESCLEW may utilize intervention(s) listed in this attachment, including any technical assistance necessary to assist the school.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)

- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications

- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.
- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures “absolute achievement.” Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.
- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School's operational structure and mission.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies.

All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School's cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School's cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt- to- asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTES and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Targeted Academic Interventions and Assistance

Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted to Sponsor by October 15 of each school year. A meeting will be required yearly (between October 1 and December 15) between the Sponsor and the School's chief academic officer or administrator(s) to assess the readiness of the School to collect data, assess data, cure weaknesses, and report to the Sponsor. If the School is not fully prepared for this meeting, the School may be subject to some level of discipline.

Any D or F in any measure, or any relative weakness in a component or measure, will require targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

All academic interventions will require a thorough understanding of weaknesses, based on data and tools recommended by Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, Prepared for Success, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weaknesses will require bi-monthly reporting to the Sponsor with a narrative as to how the plan is achieving progress. Should the plan be showing lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Comments on Statutory Consequences

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Ohio Revised Code (Code) or the Contract.

Probation may be used for any cause allowed by the Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Lack of progress on academics
- Any fiscal matter of any level of risk
- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent lack of progress on academics
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations

- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of "does not meet standards."

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure.

C. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to five years. If a school has a contract length of longer than five years, a high-stakes review and goal evaluation will be performed after five years, and the school recognizes that it will re-assess goals at that time, if not sooner.

Academic Performance Goals

Performance Area	Metrics	Goal(s)
Achievement	Proficiency Level Indicators: Percentage of students scoring at or above proficient, by grade and subject; Local Report Card grade, percent, and number of indicators met	The school will increase the number of students scoring proficient on the Ohio Achievement Assessments (OAA) annually.
	Performance Index: Local Report Card grade, score, and/or percent increase from previous year	The school will maintain or exceed a performance index score of 84 or make annual gains.

Performance Area	Metrics	Goal(s)
Progress	Local Report Card grade and value-added progress scores, by subgroup, grade, and subject	The All Students subgroup will have a minimum gain index score greater than or equal to -1.
Gap Closing	Local Report Card Annual Measurable Objectives grade and percentages, by subgroup and subject	The school will reduce the students with disabilities achievement gap by decreasing the number of students failing to achieve proficiency annually.
Graduation Rate	Local Report Card grade and percentages for four- and five-year graduation rates	Not applicable.
K-3 Literacy Improvement	Local Report Card grade, percentage of students achieving or exceeding targeted gains, 3 rd grade reading guarantee diagnostics and assessments	The school will meet or exceed the statewide average for K-3 literacy growth.
Prepared for Success	Local Report Card component grade, percentage of students scoring at each performance level	No applicable.
Student Performance	Other valid and reliable assessments	Each year, the school will administer a nationally-normed standardized assessment in grades K-8. The school will meet or outperform the national average of public school students in beginning-to-end-of-year learning growth in the majority of grades and subjects in reading and math in grades 2-8.

Non-Academic Performance Goals

Performance Area	Measure(s)	Goal(s)
Attendance	Attendance levels as measured by the Local Report Card, school's attendance system	Each year, the school will average a student attendance rate at or above 93%.
Post-Secondary Enrollment		Not applicable.

Performance Area	Measure(s)	Goal(s)
Mission Statement		<p>Mission: Working in partnership with parents and the community, the Pathway School of Discovery mission is to become one of the finest K-8 schools in the country.</p> <p>To ensure the school is one of the finest K-8 schools in the country, we propose the following academic growth goal:</p> <p>Each year, the school will administer a nationally-normed standardized assessment in grades K-8. The school will meet or outperform the national average of public school students in beginning-to-end-of-year learning growth in the majority of grades and subjects in reading and math in grades 2-8.</p>
Parent Satisfaction		<p>Each year, the school will have an overall parent satisfaction rate of 80% with at least 50% of parents responding to a parent satisfaction survey.</p>
Financial Performance and Sustainability		<p>Each year, the school will receive an unqualified audit.</p>
Governing Board Performance		<p>Each year, the school's Board of Directors will formally review the performance of, and provide feedback to, its education management partner. The review will be used to identify the management partner's successes and opportunities to improve its future performance.</p>
Other School-Specific Goals		

**MODIFICATION NO. 1
TO
OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Pathway School of Discovery (“Governing Authority” OR “School”)**

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications, which shall be effective on July 1, 2013;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article II, Section 2.1.** The third sentence is updated to read: “Unless otherwise permitted by law, no Director shall serve on the board of more than four other community schools in the State of Ohio.”

The remainder of Section 2.1 remains as originally written in the Contract.

2. **Article II, Section 2.5** shall be replaced in its entirety as follows:

“Power of Attorney. The Governing Authority hereby grants to the Sponsor a power of attorney so the Sponsor may, but is not obligated to, assume operation of the School as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the Governing Authority, the Sponsor may also replace the Governing Authority or any officer of the School, if the Governing Authority or its officer(s) fully resign or a majority of its members abandon(s) its/their duties hereunder or at law. The Governing Authority confirms its consent to this power by signing below, and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract.”

3. **Article II.** At the end, add a new section as follows:

“Section 2.8. Annual Contract Review. The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract and shall reserve at least one half hour at a Governing Authority meeting for that purpose.”

4. **Article IV Section 4.1** is updated as follows:

In the first paragraph, remove 2313.18 and include sections 2313.19, 3313.539, 3313.609, 3313.6411.

At the end, add the following paragraph: "If the School is a recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," the School will pay teachers based on performance in accordance with section 3317.141 and will comply section 3319.111 of the Revised Code as if it were a district."

The remainder of Section 4.1 remains as originally written in the Contract.

5. **Article V, Section 5.1** shall be replaced in its entirety as follows:

"5.1 **Location of Facilities.** The facility to be used for the primary location of the community school will be maintained at **173 Avondale Drive, Dayton, Ohio 45404**. The School may not open an additional facility without the prior approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities.

5.2 **Lease or Mortgage Payments.** If any School facility has been or will be leased, a copy of the fully executed lease must be provided to the Sponsor within three (3) business days of its execution. If any School facility has been or will be purchased by the School, a copy of the contract of sale and related documents must be provided to the Sponsor within three (3) business days of execution, and, after purchase, a copy of the recorded conveyance documents must immediately be provided to the Sponsor. Any lease or use of any School facility must be documented in writing. The facility will not be changed without prior written notification to the Sponsor. Any lease or mortgage payments must be consistent with the budgets given to and approved by Sponsor. In any change of facility, the Sponsor, at its sole discretion, but without obligation to do so, may request maps, plans, 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. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts obligations, or business of the School, but may request any information Sponsor deems necessary to assess adequate planning for facilities."

6. **Article V, Section 5.2** is renumbered as **Section 5.3**. The language of the Section remains as originally written in the Contract.

7. **Article VI, Section 6.8** shall be replaced in its entirety as follows:

"**Assuring Adequate Yearly Progress and Value-Added Growth.** If the School does not make Adequate Yearly Progress and/or meet state standards for value-added on the Ohio Local Report Card, the School shall develop a school-wide plan of intervention and submit the plan to Sponsor for approval. The School shall also develop a plan of intervention for each student not found proficient or who has not made a year's growth under value-added standards, and shall make such plans available for review by Sponsor."

8. **Article VI, Section 6.11.** The first sentence of the Section is replaced as follows: "Prior to graduation, the School shall send its list of graduates to Sponsor." The remainder of Section 6.11 remains as originally written in the Contract.

9. **Article VI, Section 6.13.** The last sentence is removed. The remainder of Section 6.13 remains as originally written in the Contract.

10. **Article VIII, Section 8.1.** At the end, add the following sentence: "Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education."

11. **Article IX, Section 9.3** shall be replaced in its entirety as follows:

"Fiscal Licensure. Prior to assuming the duties of fiscal officer of the School, the fiscal officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3.** Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days."

12. **Article IX, Section 9.4** shall be replaced in its entirety as follows:

"Fiscal Bond. The School's fiscal officer shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School's fiscal officer. The bond shall be deposited with and certified by the Governing Authority, and a copy thereof filed with the county auditor. A copy of the fiscal officer bond is contained in **Attachment 9.4.** Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days."

13. **Article IX, Section 9.7** shall be replaced in its entirety as follows:

"Payment to Sponsor for Oversight. For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the School from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the Sponsor shall provide the oversight required by law, at the inception of this Contract. Beginning on July 1, 2015, this percentage will automatically increase to two percent (2%) of such funds. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will remain at 1.5%, and it will increase to 2% on July 1, 2015, as outlined above. Beginning eighteen (18) months thereafter, the ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than 0.5% each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the ESCLEW to raise any oversight fee;
2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to

automatically comply with such new rules even without such amendment, at the Sponsor's written request."

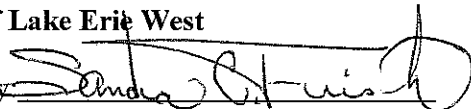
14. **Article XI, Section 11.9** shall be replaced in its entirety as follows:

"Suspension. The Sponsor may suspend operations of the School if (a) conditions of the School do not comply with a health and safety standard established by law for school buildings; or (b) for (1) failure to meet student performance requirements stated in this Contract; (2) failure to meet generally accepted standards of fiscal management; (3) violation of any provision of this Contract or applicable state or federal law; or (4) other good cause, if Sponsor first sends a written notice of intent to suspend explaining the reasons and provides the Governing Authority with five (5) business days to submit a remedy, and either promptly reviews and reasonably disapproves the proposed remedy, or the Governing Authority fails to submit a remedy or fails to implement the remedy.

Once the School is suspended, it must cease operations on the next business day and immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore. The School again has an opportunity to submit a proposed remedy within five (5) business days. The School may not operate while the suspension is in effect, and any such suspension shall remain in effect until Sponsor notifies the Governing Authority that it is no longer in effect. At all times during suspension, the School remains subject to nonrenewal or termination proceedings, in accordance with the law."

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Educational Service Center
of Lake Erie West**

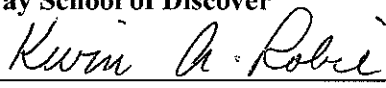
By: 
(Signature)

Its: Superintendent

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

Date: 6/25/13

**Governing Authority of
Pathway School of Discover**

By: 
(Signature)

Its: President/Treasurer
(Title)

with full authority to execute this Contract for
and on behalf of **Governing Authority** and
with full authority to bind **Governing Authority**.

Date: 05/15/13

Revised 04-18-12

**AMENDED AND RESTATED CONTRACT
FOR
OHIO COMMUNITY SCHOOL**

This **CONTRACT** is entered into by and between the Educational Service Center of Lake Erie West ("ESCLEW or **Sponsor**), formerly known as the Lucas County Educational Service Center (**LCESC or Sponsor**) and the Pathway School of Discovery, (**School Governing Authority, Governing Authority, or School**) by and through Kevin Robie (name), the President (officer) of its Board of Directors and governing authority, an Ohio public community school established as a non-profit corporation under Ohio Revised Code (R.C.) Chapter 1702.

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

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

WHEREAS, the **School Governing Authority** is an Ohio non-profit Corporation with its corporate principal place of business located in Montgomery County, Ohio; 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 Contract pursuant to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract.

ARTICLE I
Continuation of Community School

- 1.1 **Continuation of Start-Up Community School.** The **School Governing Authority** and the **Sponsor** agree that the **School Governing Authority** is a continuing start-up Ohio public community school [, or a new start up community school [] (check one), subject to the laws of the State of Ohio and this Contract. The **School** covenants and agrees to Sections 1.2 through 1.6 below.

Pathway School of Discovery by: KAR ESCLEW By: SF
initials initials

- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702. The **School** shall maintain in good standing its status as a non-profit corporation. The **School** shall hold all rights to the name of the **School** and any trade names or fictitious names.
- 1.3. **Public Benefit Corporation.** The **School** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003.

- 1.4 **Tax Exempt Status.** The **School** may, but is not required to, qualify as a Federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Should the **School** so qualify, a copy of its federal tax exempt status determination letter must be forwarded to the **Sponsor**. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within three (3) business days after notice to the **School**, with a copy of any documentation and official/governmental notices or letters.
- 1.5 **Corporate Documents.** Attached as Attachment 1.5 are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement and Organizational Chart of the **School**. 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.
- 1.6 **Prior Status.** The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract.
- 1.7 **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 the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization of the **School** on at least an annual basis, and, if applicable, if **Sponsor** so elects under R.C. 3314.35(E) or 3314.36(D), the **Sponsor** may also evaluate the academics of the **School** for a period of at least three school years as described in Attachment 1.7(b), and provide the results of this evaluation to the Ohio Department of Education and the parents of students enrolled at the **School**;
 - (c) Provide reasonable technical assistance to the **School** in complying with this Contract and with applicable laws (provided, however, **Sponsor** shall not be obligated to give legal advice to the **School** (*See 2.7 below*));
 - (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance, declare the **School** to be on probationary status pursuant to R.C. 3314.073, suspend operation of the **School** pursuant to R.C. 3314.072, or terminate or non renew this Contract pursuant to R.C. 3314.07, as determined necessary by the **Sponsor**; and
 - (e) Establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or closes before the end of the school year. Such plan or requirements for such plan shall be set out by the **Sponsor** as and when financial difficulties arise in a customized tailored manner to address the source of difficulties.

required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

- Annual file update per checklist as set out by the **ESCLEW**.
- Preliminary site visit and certification of letter of assurances at least 12 days prior to the first day of school and at all times thereafter as determined reasonably necessary by the Sponsor.
- Monthly reviews of financials and enrollment records.
- Other appropriate requests for information from the **Sponsor**, the Ohio Department of Education or other applicable governmental agencies.
- Timely submit all required or requested data into the ESCLEW/AOIS document management system.
- Maintain daily attendance sheets, signed and verified by the teacher and Principal of the School.
- Maintain high school drop-out recovery status (if applicable) and comply with all current and future rules, regulations and assessments associated with such status.

2.5 **Power of Attorney.** The **School Governing Authority** hereby grants to the **Sponsor**, a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the **School Governing Authority**, should it become necessary in the **Sponsor's** reasonable discretion, and, subject to Ohio Open Meetings law, to appoint a new Board of Directors (all but one must be unrelated to **Sponsor**) for cause or for breach of this Contract, to all extents permissible by law. The **School Governing Authority** confirms its consent to this power by signing below, and shall execute and deliver to the **Sponsor** all agreements, and other documents that the **Sponsor** reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the **School Governing Authority** promptly to comply with the requirements of this subparagraph, the **Sponsor** shall be entitled to an order of specific performance from a court of law, ordering the **School Governing Authority** to comply. In addition, any failure by the **School Governing Authority** promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. **In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint (non Sponsor related) Directors, and/or dismiss any Directors, if the Sponsor deems necessary at its discretion.**

2.6 **General Training.** The **School** administrator, or appropriate representative, shall participate regularly in training provided by the **ESCLEW** and by the Ohio Department of Education, or the approved or affiliated organization of any of the preceding entities.

2.7 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. The **School Governing Authority** or its administrators have an obligation to attend training and receive technical assistance at the direction of the **Sponsor**.

ARTICLE III
Operations

- 3.1 **Student Transportation.** The **School's** plan for transportation of students is provided in Attachment 3.1. The **School Governing Authority** will work to assure that transportation of students is provided in accordance with all laws, rules and regulations, including to and from career technical programs.
- 3.2 **Management by Third Parties.** If the **School Governing Authority** enters into any contract for management or operation of the **School** and its curriculum and operations, such fully executed contract must be attached as Attachment 3.2. Any changes in the management company or contract shall require prior written approval of the **Sponsor** and incorporation 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. If at some point **Sponsor** deems, at its reasonable discretion, that due to mismanagement, governance, or performance, another company is necessary, **Sponsor** may require **School** to interview, select and enter into an agreement for such services and such management agreement must be approved by **Sponsor**. Any management agreement with the **School** must allow the **Governing Authority** to have its own legal counsel, paid for by the revenues of the **School**, should the **School** and management company be adverse to each other with any particular matter.
- 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 **Technology Plan.** The **School** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for E-tech Ohio or any successor thereof on or before the next applicable deadlines. All technology plans must be updated and submitted as required by law, rule or regulation.
- 3.5 **Disposition of Assets.** In the event that this Contract is a) suspended and terminated or b) not renewed and not reassigned to or sponsored by another authorized sponsor, or c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **School Governing Authority** and the **School**.
- 3.5.1 After paying or adequately providing for the payment of all known obligations of the corporation, the Directors shall distribute the remainder of the assets as follows:
- (a) Assets held upon condition requiring return, transfer, or conveyance, which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements;

(b) In the case of a public benefit corporation:

(i) Assets held by it in trust for specified purposes shall be applied so far as is feasible and in accordance with the terms of the trust,

(ii) The remaining assets not held in trust shall be applied so far is feasible towards carrying out the purposes stated in the **School's** articles,

(iii) In the event and to the extent that, and in the judgment of the directors, it is not feasible to apply the assets provided in above clauses (a) and (b), the assets shall be applied as may be directed by the court of common pleas and the county and this state in which the principle office of the corporation is located.

3.5.2 In applying the principles stated above, adherence to R.C. 3314.074(A) and (B) should be respected to the fullest extent not in conflict with the above.

3.5.3 The School shall comply with and cooperate with the closing requirements summarized on Attachment 3.5.3 and all other required procedures, including any Ohio Department of Education Closing Procedure Guidance at the pertinent time.

3.6 **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. If the **School** fails to open within eight (8) months after the execution of this Contract, this Contract may be deemed void in a writing sent by **Sponsor**.

3.7 **Policies and Parent Surveys.** The School shall send to **Sponsor**, copies of policies and handbooks, a parent involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV **Compliance With Laws**

4.1 **Compliance with Laws.** The **School** shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (as if the school were a district), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13-14, 3321.17-191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3307, 3309, 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, 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 Contract. Laws listed above which are mandatory, are also mandatory under this Contract.

The **School** shall comply with Chapter 102 of the Ohio Revised Code and section 2921.42 of the Ohio Revised Code. The **School** must have a conflict of interest policy, attached as Attachment 4.1.

The **School** shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by **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, and with R.C. 3313.61 and 3313.611 as qualified by R.C. 3314.03(A)(11)(f) (See 6.11 below).

- 4.2 **Compliance With Other Laws.** The **School** and the **School Governing Authority** may carry out any act or insure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, Federal law, Ohio law or this Contract. The **School** is not exempt from federal laws, rules and regulations, or Ohio laws granting rights to parents. The **School** specifically acknowledges that federal laws, rules and regulations apply to its operation, including but not limited to those having to do federal grants.

ARTICLE V
Facilities

- 5.1 **Location of Facility.** The facility to be used for the community school will be maintained at 173 Avondale Dr., Dayton, OH 45404. If the facility has been or will be leased, a copy of the fully executed lease must be provided to the **Sponsor** within three (3) business days of its execution. If the facility has been or will be purchased by the **School**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease or use of the facility must be documented in writing. 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 or mortgage payments must be consistent with the budgets given to and approved by **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans, 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. **Sponsor** may object to location of a proposed facility based on a business reason or an otherwise reasonable basis, but is not obligated to control or direct the marketing or facilities decisions of the **School**. The **Sponsor** shall not be liable for the debts, obligations or business of the **School**, but may request any information **Sponsor** deems necessary to assess adequate planning for facilities.

Pathway School of Discovery By *KAR* . ESCLEW By *[Signature]*
initials initials

- 5.2 **Compliance with Health and Safety Standards.** Any facility used for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Ohio Department of Education, or, after any walkthrough or site visit. Facilities will be maintained in 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.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **School's Governing Authority** providing to the **Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

ARTICLE VI
Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; 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 K-8 and serve ages N/A. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 752 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**. An involuntary and material decrease in enrollment may be a sole good cause for nonrenewal, suspension or termination at the discretion of the **Sponsor**. A material decrease in enrollment for purposes of this 6.1 shall be an unplanned decrease not pre-approved by **Sponsor** of (i) below 25 students, or, (ii) 40% or greater decrease from the average enrollment figures of the prior four or more school operating (open for students) months.

Pathway School of Discovery By KAR ESCLEW by SE
initials initials

- 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 (except due to calamity or Act of God, defined as war, or severe weather casualty such as fire, tornado or flood), is grounds for termination of this Contract. Only upon written notification to the **Sponsor**, can the **School** calendar be materially changed. A material change shall be defined as any change of one week or more, either consecutively or cumulatively.

- 6.3 **Curriculum.** For purposes of this Contract, on Attachment 6.3, the focus, mission, philosophy, goals and objectives of the curriculum shall be separated from the methods used to achieve those goals and all classroom and non-classroom based learning opportunities. Any change in methods must be reported to **Sponsor**. However, changes in the focus, mission, philosophy, goals and objectives may not be changed without prior written notice to **Sponsor** containing justification and sound reasoning, and prior

approval of **Sponsor**. Attachment 6.3 must also show how the **School's** curriculum is aligned with Ohio Content Standards. The ESCLEW specifically authorizes "Learning Opportunities" to include educational opportunities provided by the School during suspension or expulsion of the School's students, if provided for by the School's own policies. "Learning Opportunities" shall also include any opportunities provided for in a Credit Flex program of the School or as described on Attachment 6.3.

- 6.4 **Achievement Tests, Value-Added Assessments, Other Assessments and Standards.** The performance standards (requirements) and assessments which shall include statewide proficiency or achievement tests and any other standards and/or assessments required by law or recommended by the **Sponsor**, must be timely and properly administered, met and completed. Initial performance standards/requirements are attached as Attachment 6.4. The School shall also be evaluated based upon state standards. State standards shall be met by the **School** and may be changed from time to time by the Ohio Department of Education. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, of all students, in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified on Attachment 6.4. No assessment tools may be changed without notification to the **Sponsor**, which shall contain the justification for the change. The **School** specifically acknowledges the closure provisions of the Ohio Revised Code section 3314.35.
- 6.5 **Racial and Ethnic Balance.** The **School** will attempt to achieve and attempt to 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 6.5. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the **School** is violative of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exception pursuant to section 3314.26 of the Ohio Revised Code, tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School's** engaging in voluntary fund-raising activities or the School's ability to otherwise charge tuition or fees if expressly allowed by applicable statute.
- 6.7 **Suspension and Expulsion Policies.** 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 is included in Attachment 6.7. The **School's** policy and 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 (also in Attachment 6.7).
- 6.8 **Assuring Adequate Yearly Progress.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

- 6.9 **Disabled Students.** Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of handicapped students. The **School** shall provide all necessary related services, or, the **School** may contract for related services if it provides documentation to **Sponsor** identifying the providers, along with the plan to provide related services, the provider's qualifications, experience and reputation.
- 6.10 **School Closure.** 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 Board** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided however, **Sponsor** may suspend the operations or terminate the contract as otherwise indicated by law. The School Governing Authority and its administration takes sole responsibility for the ODE closing procedures listed in Attachment 3.5.3 and indemnifies, shall defend and hold harmless the **Sponsor** for all performance thereof.
- 6.11 **High School Diplomas.** Within two (2) business days from when **School** receives its information of which students passed all required tests for graduation, the **School** shall send its list of graduates to **Sponsor**. **Sponsor** shall be invited to all graduation ceremonies. The **School** shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.61 and 3313.611 of the Ohio Revised Code except that, by completing the curriculum adopted by the **School Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 [3313.61.1] of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 [3313.60.3] of the Revised Code, unless the person qualifies under division (D) or (F) of that section. 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 division (J) of section 3313.603 [3313.60.3] of the Revised Code.
- 6.12 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as Attachment 6.12 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:
- (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 [If the **School** limits admission to "at-risk" See (b) below];

- (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 who meet a definition of “at-risk” that the parties to this Contract agree upon and/or; (iii) residents of a specific geographic area that the parties to this Contract agree upon.

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 may be given to eligible siblings of such students. The lottery may be conducted by the **Sponsor**.

- (c) If admissions is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education programs to a specified number of non-handicapped students, then the target ratio of the number of autistic students to non-handicapped students in the **School’s** population shall be N/A ; the total number of autistic students to be enrolled in the **School** shall be N/A ; the total number of non-handicapped students to be enrolled in the **School** shall be N/A . Specify “N/A” if not applicable, here N/A .

- (d) The **School** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located, which shall comply with the administrative procedures specified herein and shall either permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located or permit the enrollment of students who reside in any other district in the state. Such a policy is included in Attachment 6.12.

6.13 **Attendance Policy.** Attachment 6.13 must include the **School’s** Attendance and Truancy Policies, as well as procedures for automatic withdrawal if a student misses 105 consecutive hours of learning opportunities. Attendance must be itemized and verified daily by the applicable teacher(s).

ARTICLE VII
Reporting

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 30 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 Contract, its activities and standards.

7.2 **Reports to Sponsor.** The **School Governing Authority** shall report to the **Sponsor** the following on or before the day set by statute, rule or regulation, or, by the **Sponsor**, all information or documents required under applicable law, including but not limited to:

- (a) that information required under R.C. 3314.08(B)(2)(a)-(i); and
- (b) the number of student suspensions and expulsions and the number of students suspended and expelled; and
- (c) the number and names of students withdrawn; and
- (d) annually, or at the request of **Sponsor**, any event, occurrence or circumstance that could reasonably have a material adverse effect on the operations, properties (both real or personal), assets, condition (financial or otherwise), enrollment, prospects or reputation of the **School**, including but not limited to notice of breach of this Contract; breach, claimed default or violation of any covenant or term of any loan or contract with a third party; failure to maintain in good standing its non-profit corporate charter or its tax exempt status; failure to comply with any conditions of permits, licenses, certificates or other regulatory or similar obligations; threats of or claims for lawsuits, actions, investigations, arbitrations or mediations; and, the **School Governing Authority's** position, cure, or plan of action; and
- (e) all items required to be reported in this Contract, or by the Ohio Department of Education, including but not limited to those listed on Attachments 7.2(h); and
- (f) all financials, budgets, assets, liabilities, or similar information and enrollment records (required monthly); and
- (g) staff and teacher turnover; and
- (h) any structure, governance or operational information.

7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as **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 employment, the **School** shall forward teacher qualifications to **Sponsor**. The **School** may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by the No Child Left Behind Act. The school-wide students to full-time equivalent classroom teacher ratio

shall be no more than 28 to 1. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio 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**. All teachers and para-professionals shall meet the “highly qualified” standards as applicable and as set out in the law known as “No Child Left Behind” or its successors law(s). The laws and rules governing LPDC must be implemented by the School.

8.2 **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 Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated, are set out on Attachment 8.2.

8.3 **Employee Benefits.** Any health, medical or other benefits provided by the **School** shall be set out in Attachment 8.2. Attachment 8.2 may be amended by the **School** from time to time, provided however, all such amendments shall be provided to **Sponsor** in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes Attachment 8.2 to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract.

8.4 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation and the Federal Bureau of Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position, as a person responsible for the care, custody and control of a child, including those who may be in unsupervised contact with a child. The School shall obtain written consent from such persons in order to give such background checks to Sponsor. In the alternative, if consent cannot be obtained, the School may either (a) provide an attorney opinion letter or (b) provide an affidavit from the Board President or Chairperson, in either case stating that the checks are either 1) clean or 2) reviewed and approved by legal counsel, on a timely basis. An applicant may be employed conditionally 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 or care, custody or control of, or unsupervised contact with children, the applicant shall be released from employment. The **School** shall conduct such background checks for renewals of licenses and shall follow all required reporting of misconduct to the State Superintendent of Public Instruction.

All volunteers must be notified that the **School** may require a background check of the volunteer at any time, at the **School's** request.

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, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code.

9.2 **Fiscal Services.** The **School** agrees that its fiscal agent shall be (pick and initial only one):

- _____ by _____
ESCLEW by _____ (initial)
1. Its Treasurer, _____; or
- PSD** by **KAR**
ESCLEW by ~~_____~~ (initial)
2. Its Management Company, National Heritage Academies, through the Management Company's Treasurer Kathy Schaaphok (Schmidt) (name);
- _____ by _____
ESCLEW by _____ (initial)
3. The **ESCLEW's** Treasurer by way of a Fiscal Services Agreement. (Note requirements in Attachment 9.2)
- _____ by _____
ESCLEW by _____ (initial)
4. A qualified service provider named _____ (credentials and training to be provided to the **Sponsor**.)

Should the **School** be using the **ESCLEW's Treasurer**, the Fiscal Services Agreement is as stated in Attachment 9.2. Payments to the **Sponsor** for fiscal services are as stated in such Fiscal Services Agreement and are in addition to the oversight fee in §9.7 below.

If 9.2, 1., 2. or 4 are chosen, the School Treasurer must be obligated to assist in all closing procedures and Ohio Department of Education closing requirements listed on Attachment and Supplement 3.5.3., and to participate in any final audit if the School closes, is non-renewed, suspended or terminated.

If the School does not use the Sponsor for its Treasurer, the School's Treasurer must be obligated to assist in all closing procedures, regular, special or final, audits, closing requirements listed on Attachment 3.5.3, and all Ohio Department of Education rules and procedures, even if the School closes, is not renewed, suspended or terminated.

9.3 **Fiscal Licensure.** Prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of School, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074 or shall have completed not less than 16 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor**, completed an additional 24 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor**, and have completed or will complete 8 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the

Sponsor during each subsequent year. The Certification of Training or licensure is attached as Attachment 9.3.

- 9.4 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School fiscal agent, officer or service provider. The bond shall be deposited with Sponsor, and a copy thereof, certified by Sponsor, shall be filed with the county auditor. A copy of the fiscal agent bond is contained in Attachment 9.4.
- 9.5. **Budget.** Prior to its first opening, the School must submit a balanced budget for 25 students, 50 students and 80 students. A continuing start-up school may submit its budgets based on historical data. A financial plan detailing an estimated school budget for each fiscal year of this Contract, and for five years, is attached as Attachment 9.5. Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under section 3314.08 of the Ohio Revised Code. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by a third party management company, the **School Governing Authority** must procure from such management company, sufficient data, at the **Sponsor's** reasonable discretion, to allow the **Sponsor** to review revenue and expenses as required or permitted by law.
- 9.6 **Borrowing Money.** The **School** 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** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within five (5) 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**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.7 **Payment to Sponsor for Oversight.** For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the **School** from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the **Sponsor** shall provide the oversight required by law. Payments to the **Sponsor** shall be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School** agrees to sign documentation necessary to accomplish the same.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 1.5% as described above. The ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than .5% each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the ESCLEW to raise any oversight fee; and
2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below .5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is 1,000 students or more on the most recent past month's CSADM report; or
 - b. the School's most recently officially released academic Ohio Report Card Rating is Effective or higher, and (i) there are no findings in the school's last officially released annual state audit, no special education, FTE federal grant or lunch audit findings and no special audits or other administrative audits then being conducted.
4. Should the laws, rules or regulations change to increase oversight fees or regulate how or from whom they are paid, or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written demand, and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written demand.

9.8 **Federal Grants.** School must report to Sponsor the sources of funds used to acquire property and equipment used at the School, clearly delineated and tracking those acquired with federal funds, and shall report to Sponsor the disposition of assets acquired with federal funds with an explanation as to how disposed and backup for proper disposition in accordance with the applicable law and grant rules. The School also acknowledges that certain federal grants, including but not limited to the federal food programs may require bidding processes not otherwise required under state law.

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

ARTICLE X **Insurance/Indemnification**

10.1 **Liability Insurance.** Comprehensive 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 three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary 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 for the **Sponsor**, its Board, Superintendent and employees as additional insureds. The **School Governing Authority** shall also

maintain directors and officers liability/errors and omissions coverage in the amount of One Million Dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage rather than claims made coverage. 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; and shall provide evidence of the same as Attachment 10.1. School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of worker's compensation payments and unemployment compensation payments and notice of lapse of any such coverage to Sponsor within three (3) business days of request, and, within three (3) business days of any change or notice to School by the applicable insurance entity.

- 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 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 Contract;
 - (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 Contract by the School and/or Governing Authority; (2) any breach or any failure of the **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the **School**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the **School** Governing Authority or to third parties in any way related to the **School** or its operations or in any way related to closure, termination or suspension of the School; and
 - (d) Any Liabilities incurred by **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 **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, excepting out only those liabilities directly caused by Sponsor's gross negligence or willful misconduct.

- 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**.
- 10.4 **Survival.** All provisions of Article X, section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

ARTICLE XI **General Provisions**

- 11.1 **Contract Authorization.** Before executing this Contract, the **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract, or by the **Sponsor**, contracts entered into by the **School** with third parties shall provide for the **School's** right to terminate upon failure of the **School** to remain in operation.
- 11.3 **General Acknowledgements.** The **School** specifically recognizes and acknowledges the following:
- (a) The **Sponsor's** authority to assume operation of the **School** under R.C. 3314.073.
 - (b) 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).
 - (c) 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.
 - (d) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** pursuant to R.C. 3314.07(D) and 3314.08(J)(2), and any other applicable law limiting the liability of the **Sponsor**.
 - (e) 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.
 - (f) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).

- (g) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (h) That the Auditor of the State of Ohio may deem the School “unauditable” and direct the stoppage of funding for the School, and, the Sponsor’s right to terminate this Contract in such a situation.
- (i) That the Ohio Department of Education has set out its guidance for closing procedures (attached as a modified supplement to Attachment 3.5.3) and that the School hereby authorizes Sponsor to take all such action required by the ODE therein if the School administration or Board itself does not do so in a manner acceptable to the Sponsor or the ODE.
- (j) The **Sponsor** and its officers, directors, governing board, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the sponsorship contract, that is taken to fulfill the **Sponsor’s** responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise, and, the School hereby indemnifies, defends, and shall hold the **Sponsor** harmless from all such actions.

11.4 **Dispute Resolution.** **Sponsor** and **School** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract 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 mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of ten (10) years effective as of, or, commencing on July 1, 2012 and ending on June 30, 2022. However, the School agrees to close voluntarily and waives all rights of due process and all claims, losses, causes of action or damages of any kind against ESCLEW if the School is closed mandatorily by statute, by another governmental agency or by operation of law.
Pathway School of Discovery By KAR ESCLEW By SK
initials initials

11.6 **Renewal.** Renewal is subject to the **Sponsor’s** determination that the **School** has satisfactorily complied with the applicable laws and this Contract, and that the **School’s** progress in meeting the academic goals stated in this Contract is satisfactory.

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

- (a) The **Sponsor** may choose not to renew this Contract at its Expiration Date for any of the following reasons:
 - (1) Failure to meet student performance requirements stated in this Contract;
 - (2) Failure to meet generally accepted standards fiscal management;

- (3) Violation of any provision of this Contract or applicable state or federal law;
- (4) Other good cause.

By February 1 of the year in which the **Sponsor** intends to not renew the Contract, the **Sponsor** shall notify the **School** 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** 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 of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Contract.

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

11.8 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School** 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 then current school year. **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the Governing Authority is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. **Sponsor** may suspend in lieu of probation at any time pursuant to 11.9 below.

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 Contract or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause, if **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five business days to submit a remedy, and promptly reviews and reasonably disapproves the proposed remedy, or, if the **Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School** 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 business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.

11.10 **Termination of the Contract.** The **Sponsor** may choose to terminate this Contract for any of the following reasons: (1) failure to meet student performance requirements stated in this Contract, (2) failure to meet generally accepted standards fiscal management, (3)

violation of any material provision of this Contract or applicable state or federal law, or (4) other good cause.

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

At least ninety (90) days prior to the termination of this Contract, the **Sponsor** shall notify the **School** 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 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 of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

A decision of the **Sponsor** to terminate this Contract may be appealed to the state board of education within fourteen (14) days following receipt of the **Sponsor's** written decision to terminate the contract. The state board shall conduct a hearing and issue a decision within 60 days of the notice of appeal. The decision of the state board is final.

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

- (a) The date of the notice of termination; or
- (b) If an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice, or if that decision is appealed to the state board and the state board affirms that decision, the date established in the resolution of the state board affirming the Sponsor's decision.

If the Contract is terminated, the **School** must close permanently at the end of the current school year or on a date specified in the notification of termination and the **School** shall not enter into a contract with any other sponsor.”

- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend sent to the **School** by the **Sponsor**, or, immediately upon a closure notice or suspension from any governmental or administrative agency, or a vote of closure by the School, the **School** must submit to **Sponsor**, a good faith deposit of \$15,000 to cover costs of any legal or other professional fees which may be required or desirable to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, fees, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor which are in any way associated with termination and closure of the **School**, in case the **School** is actually suspended, closed or terminated, or in case the **School** fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit is to be returned to the **School** or sent to the appropriate creditor without interest, if all costs, expenses and

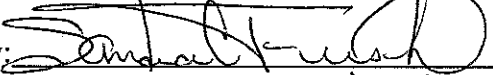
obligations paid by the **Sponsor** to comply with the **School's** responsibilities and Attachment 3.5.3., at the discretion of the Sponsor, are authorized to be and are actually covered by remaining **School** funds, if any.

- 11.12 **Failure to Open/Permanent Closure.** If the **School** fails to open for operation within eight (8) month(s) after the execution hereof, or, if the **School** permanently closes prior to the Expiration Date hereof, this Contract shall become void upon notice by Sponsor to **School**, subject only to the survival of Article X, Section 10.2 of this Contract.
- 11.13 **Compliance With Requests of Sponsor.** 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 Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.15 **Assignments/No Third Party Beneficiaries.** This Contract and any part hereof shall not be assigned or delegated without the express written approval of **Sponsor**. This Contract shall inure to the benefit of, and shall be binding upon, the **School**, the **Sponsor** and their respective permitted successors or assigns; subject however to the following specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- 11.16 **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**, the Superintendent; or, in the case of the **School Governing Authority**, the Chief Administrative Officer or a member of the **School Governing Authority**, or 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.
- 11.17 **Severability.** Should any term, clause or provision of this contract 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.
- 11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties and any changes or modifications of this Contract shall be made and agreed to in

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

11.19 **Attachments.** All **Attachments (1.5-11.19)** to this Contract are attached hereto and incorporated by reference into the Contract. Resolutions of the **Sponsor Governing Board** and **School Governing Authority** approving this Contract shall also be attached to this Contract.

Educational Service Center of Lake Erie West

By: 
(Name)

Its: Superintendent
(Title)

with full authority to execute this Contract for and on behalf of **Sponsor** and will full authority to bind **Sponsor**.

Date: 6/25/12

School Governing Authority of

By: Kevin A. Robie
(Name)

Its: Board President
(Title)

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

Date: 06/21/12

ATTACHMENT 1.5

Corporate Documents, Certificate of Incorporation, Articles of Incorporation, Statutory Agent,
Employer ID No.,
Code of Regulations (including the requirements of Article II section 2.5 of this Contract), Tax-Exempt
Status Determination Letter (if any)),
Organizational Chart of School and Mission Statement



DATE:
02/05/2001

DOCUMENT ID
200103303242

DESCRIPTION
DOMESTIC ARTICLES/NON-PROFIT
(ARN)

FILING
25.00

EXPED
10.00

PENALTY
.00

CERT
.00

COPY
.00

Receipt

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

CORPORATE SERVICES
50 W. BROAD STREET
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1206071

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY
and, that said business records show the filing and recording of:

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200103303242



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 26th day of January, A.D.
2001.

J. Kenneth Blackwell
Ohio Secretary of State



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/05/2001	200103303242	DOMESTIC ARTICLES/NON-PROFIT (ARN)	25.00	10.00	.00	.00	.00

Receipt

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

CORPORATE SERVICES
50 W. BROAD STREET
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1206071

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY
and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200103303242



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 26th day of January, A.D.
2001.

J. Kenneth Blackwell
Ohio Secretary of State

ARTICLES OF INCORPORATION
OF THE
EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY

The undersigned, desiring to form a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code, does hereby certify that:

FIRST: The name of the corporation shall be the EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY.

SECOND: The place in Ohio where the principal office of the corporation is to be located is Dayton, Montgomery County, Ohio.

THIRD: The corporation is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law (the "Code") to operate as a school in the State of Ohio. This corporation shall not engage in activities which are not in furtherance of the educational purposes set forth in this Article THIRD.

FOURTH: The following restrictions shall apply to the corporation:

- (a) No part of the assets or of the net earnings of the corporation shall inure to the benefit of any member, trustee, or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, trustee or officer of the corporation, or any private individual, shall be entitled to any distribution or division of the remaining assets or their proceeds.
- (b) No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- (c) Notwithstanding any other provision in these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Code Section 501(c)(3), or by an organization, contributions to which are deductible under Code Section 170(e)(2), or corresponding provisions of any subsequent federal tax laws.

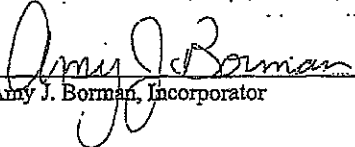
2001 JAN 26 PM 4:17
RECEIVED
SECRETARY OF STATE
CLEM SCIENCE CENTER

FIFTH: The names and addresses of the persons who are appointed to act in the capacity of the Initial Trustees of this corporation until the selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
John Baker	1190 Beryl Trail, Dayton, Ohio 45459
Greg Sample	300 W. First, Room 121, Dayton, Ohio 45402
Bryan Bucklew	1 Chamber Plaza, Suite 200, Dayton, Ohio 45402
Bob A. Rosenburger	Courthouse Plaza NE, Dayton, Ohio 45463
Ron Adler	1808 Sulky Trail, Miamisburg, Ohio 45342

SIXTH: In the event of the dissolution of the corporation, the corporation shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes set forth in Article THIRD of these Articles of Incorporation.

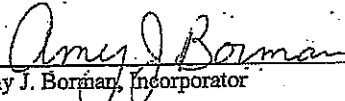
IN WITNESS WHEREOF, I have hereunto subscribed my name on January 24, 2001.



Amy J. Borman, Incorporator


ORIGINAL APPOINTMENT OF STATUTORY AGENT
OF THE
EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY

The undersigned, being the incorporator of the EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY, hereby appoints Amy J. Borman, a natural person and resident in the state in which such corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. Her complete address is Amy J. Borman, Esq., Udell & Borman, Ltd., 5738 Main Street, Sylvania, Ohio 43560.



Amy J. Borman, Incorporator

The undersigned hereby accepts appointment as statutory agent for the EAST DAYTON SCHOOL OF SCIENCE AND DISCOVERY.



Amy J. Borman, Esq.

Dated: 1-24-01



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	C
05/02/2002	200212200650	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00	.00	.00	

Receipt

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

C T CORPORATION SYSTEM
JAMES TANKS
17 S HIGH ST
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1206071

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

EAST DAYTON SCHOOL OF DISCOVERY

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

Document(s)
DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):
200212200650



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 1st day of May, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (select one)	
<input type="radio"/> Yes PO Box 1390 Columbus, OH 43216 ** Requires an additional fee of \$150 **	
<input checked="" type="radio"/> No PO Box 1028 Columbus, OH 43216	

Certificate of Amendment by Shareholders or Members (Domestic)
Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Domestic for Profit Amended (122-AMAP)	<input type="checkbox"/> Amendment (125-AMAS)	(2) <input checked="" type="checkbox"/> Domestic Non-Profit Amended (126-AMAN)	<input checked="" type="checkbox"/> Amendment (128-AMD)
---	---	--	---

Complete the general information in this section for the box checked above.

Name of Corporation East Dayton School of Science and Discovery

Charter Number 1206071

Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

A meeting of the shareholders members was duly called and held on June 8, 2001 (date) at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

In a writing signed by all of the shareholders members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

RECEIVED
SECRETARY OF STATE
2002 MAY - 1 PM 4:08
STATE SERVICE CENTER

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

All of the following information must be completed if an amended box is checked.
 If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: East Dayton School of Discovery

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

 (city, village or township) (county)

THIRD: The purposes of the corporation are as follows:

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____
 (Does not apply to box (2))

Must be authenticated by an authorized representative

Amy J. Boman

Authorized Representative
Amy J. Boman, Esq.

May 1, 2002

Date

Authorized Representative

Date

Authorized Representative

Date

200312102378

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/02/2003	200312102378	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00	.00	.00	.00

Receipt

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

EASTMAN & SMITH LTD.
ATTN: JULIE A. MIERZEJEWSKI
ONE SEAGATE, 24TH FLOOR
TOLEDO, OH 43699

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1206071

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

PATHWAY SCHOOL OF DISCOVERY

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

Document(s):

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

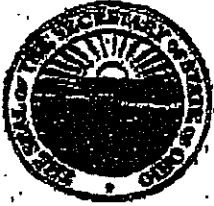
200312102378



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 1st day of May, A.D. 2003.

J. Kenneth Blackwell
Ohio Secretary of State



Presented by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43218 <small>** Requires an additional fee of \$100 **</small>
<input type="radio"/> No	PO Box 1028 Columbus, OH 43216

Certificate of Amendment by Shareholders or Members (Domestic)

Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit		(2) Domestic Non-Profit	
<input type="checkbox"/> Amended (122-AMAP)	<input type="checkbox"/> Amendment (125-AMDS)	<input type="checkbox"/> Amended (125-AMAN)	<input checked="" type="checkbox"/> Amendment (129-AMD)

Complete the general information in this section for the box checked above.

Name of Corporation: East Dayton School of Discovery

Charter Number: 1208071

Name of Officer: Bryan Bucklew

Title: President

Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

A meeting of the shareholders directors (non-profit amended articles only)

members was duly called and held on April 17, 2003 (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

In a writing signed by all of the shareholders directors (non-profit amended articles only)
 members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporation be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

All of the following information must be completed if an amended box is checked.
If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: Pathway School of Discovery

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

(city, village or township)

(county)

THIRD: The purposes of the corporation are as follows:

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____
(Does not apply to box (2))

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See instructions)

Bruce J. Butler
Authorized Representative

4-25-2003
Date

Authorized Representative

Date

Authorized Representative

Date

Fax to: 616-831-6311

ATTN: DANI

Form **SS-4**

(Rev. April 2000)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

EIN **38-363345**

OMB No. 1545-0003

Keep a copy for your records.

1 Name of applicant (legal name) (see instructions)
EAST DAYTON SCHOOL OF : DISCOVERY

2 Trade name of business (if different from name on line 1)
Bryan Bucklew

3 Executor, trustee, "care of" name
Bryan Bucklew

4a Mailing address (street address) (room, apt., or suite no.)
1 Chamber Place, Ste. 200

5a Business address (if different from address on lines 4a and 4b)
989 Spaulding Ave., SE

4b City, state, and ZIP code
Dayton, Ohio 45402

5b City, state, and ZIP code
Grand Rapids, MI 49546

6 County and state where principal business is located
Montgomery County, Ohio

7 Name of principal officer, general partner, grantor, owner, or trustee—SSN or ITIN may be required (see instructions) ▶
Bryan Bucklew, President

8a Type of entity (Check only one box.) (see instructions)
Caution: If applicant is a limited liability company, see the instructions for line 8a.

Sole proprietor (SSN)

Partnership Personal service corp.

REMIC National Guard

State/local government Farmers' cooperative

Church or church-controlled organization

Other nonprofit organization (specify) ▶ **Community School** (enter GEN if applicable)

Other (specify) ▶

Estate (SSN of decedent)

Plan administrator (SSN)

Other corporation (specify) ▶

Trust

Federal government/military

8b If a corporation, name the state or foreign country (if applicable) where incorporated

State: **OHIO** Foreign country:

9 Reason for applying (Check only one box.) (see instructions)

Started new business (specify type) ▶ **community school**

Banking purpose (specify purpose) ▶

Changed type of organization (specify new type) ▶

Purchased going business

Created a trust (specify type) ▶

Other (specify) ▶

Hired employees (Check the box and see line 12.)

Created a pension plan (specify type) ▶

10 Date business started or acquired (month, day, year) (see instructions)
January 24, 2001

11 Closing month of accounting year (see instructions)
6/30

12 First date wages or annuities were paid or will be paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)

N/A

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter -0-. (see instructions)

Nonagricultural: **N/A** Agricultural: Household:

14 Principal activity (see instructions) ▶ **Community school**

15 Is the principal business activity manufacturing? If "Yes," principal product and raw material used

Yes No

16 To whom are most of the products or services sold? Please check one box.

Public (retail) Other (specify) ▶ Business (wholesale)

N/A

17a Has the applicant ever applied for an employer identification number for this or any other business? Note: If "Yes," please complete lines 17b and 17c.

Yes No

17b If you checked "Yes" on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.

Legal name ▶ Trade name ▶

17c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known.

Approximate date when filed (mo., day, year) City and state where filed Previous EIN

Name and title (Please type or print clearly) ▶ **Bryan Bucklew, President**

Business telephone number (include area code) **(616) 222-1700**

Fax telephone number (include area code) **(616) 831-6311**

Signature ▶ *Bryan Bucklew* Date ▶ **11-10-01**

Please leave blank ▶

Geo.	Ind.	Class	Size	Reason for applying
------	------	-------	------	---------------------

**AMENDED AND RESTATED
CODE OF REGULATIONS
OF THE
PATHWAY SCHOOL OF DISCOVERY**

**ARTICLE I
PURPOSE**

Section 1. Purpose. The PATHWAY SCHOOL OF DISCOVERY (the "Corporation") is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Internal Revenue Law of the United States to operate as a school in the State of Ohio.

**ARTICLE II
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than nine (9) or such greater number as may be subsequently determined by the Directors, but in no case less than five (5).

Section 2. Term. Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. Provided however, of the initial Directors, two (2) served for three (3) years, two (2) served for two (2) years, and one (1) served for one (1) year, in order to create a staggered Board of Directors. The initial terms of the initial Directors were deemed to have commenced on the date the Articles of Incorporation were filed, which was on January 26, 2001.

Section 3. Qualifications and Role of Directors. The Directors shall be, in their capacity as Directors, the Governing Board of a public community school in Ohio upon the signing of a charter contract with a sponsor which creates the school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof.

Section 5. Meetings. The annual meeting of the Directors shall be held at such time and place as a majority of the Directors may determine and special meetings may be called at any time by the President or by any two (2) Directors. Provided however, once a charter is granted and a contract executed causing the Corporation to become a public school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. A vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors unless otherwise provided by law or herein. In addition to those Directors who are actually

present at a meeting, Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can communicate with each other at the same time. Provided however, once a charter is granted and a contract executed causing the Corporation to become a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote, for so long as required by law.

Section 7. Notice and Waiver. Unless waived, notice of each annual or special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once a charter is granted and the corporation becomes a public school.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school pursuant to a fully executed charter contract, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create a committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall be in the nature only of recommendations to the Board of Directors. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation has signed a charter contract and becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the votes of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as those of parents or other pertinent groups.

Section 11. Removal of Directors. Any Director may be removed, with or without cause, at any time, by a majority vote of all the Directors.

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written

resignation to the Board of Directors. The resignation shall be effective upon the receipt of the resignation by an officer of the Board or, if later, upon the date specified by the Director in his/her resignation. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 and 6 of this Article II.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and this Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director" at the discretion of the Board. Honorary Directors are elected for life, are not voting members of the Board and are permitted but not required to attend meetings.

ARTICLE III OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal. All officers, except the Treasurer, shall be elected from the Board of Directors of the Corporation. The Treasurer may be, but is not required to be, a member of the Board of Directors.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation may become effective immediately upon its delivery to the Board. An officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contract rights.

Section 4. President. The President shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions of the Corporation subject to the policies and goals established by the Board of Directors.

Section 5. Vice President. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors.

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors.

Section 7. Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer or fiscal agent of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide for part or all of the Treasurer's responsibilities, subject to approval by a majority of the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE IV INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law of the State of Ohio as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any Director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as changed from time to time.

ARTICLE V CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VI
BOOKS AND RECORDS

The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings, and, during the time when the Corporation is functioning as a public school by execution of a charter contract, such books and records shall be public records. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VII
AMENDMENTS

The Articles of Incorporation and Code of Regulations shall be adopted and amended by a majority of all of the Board of Directors.

H:\HOME\PJ\DOWNNEY\AJB\National Heritage Academies\Pathway\Amended and Restated Code of Regulations 05-05-06.doc

These Code of Regulations were adopted on the 9th day of June 2006.
Paige Bartlett
Its: Board Secretary

Amended and Restated Code of Regulations

Per Amy Borman, Eastman & Smith, it is recommended that the board review and adopt the Amended and Restated Code of Regulations. The Code of Regulations were changed in response to:

- changes in law,
- specific board member requests for clarification
- name changes, if applicable

The following is an incomplete list of the changes Eastman & Smith made to the Codes of Regulations of the schools, but, please be aware that not all of these changes apply to each of the NHA schools.

Article II, Section 1 - Revised the language regarding number of minimum directors from 3 to 5.

Article II, Section 2 - Revised the language regarding the initial terms of the initial Directors because some of these terms have expired.

Article II, Section 6 - Added the following language, "unless otherwise provided by law or herein", to end of the second sentence to eliminate a potential ambiguity.

Article II, Section 8 - Revised the last sentence in the section to clarify meaning and eliminate excess verbiage.

Article II, Section 11 - Added the clause, "by a majority vote of all the Directors", to ensure that the removal of a Director is agreed upon by a majority (at least three) of the Board.

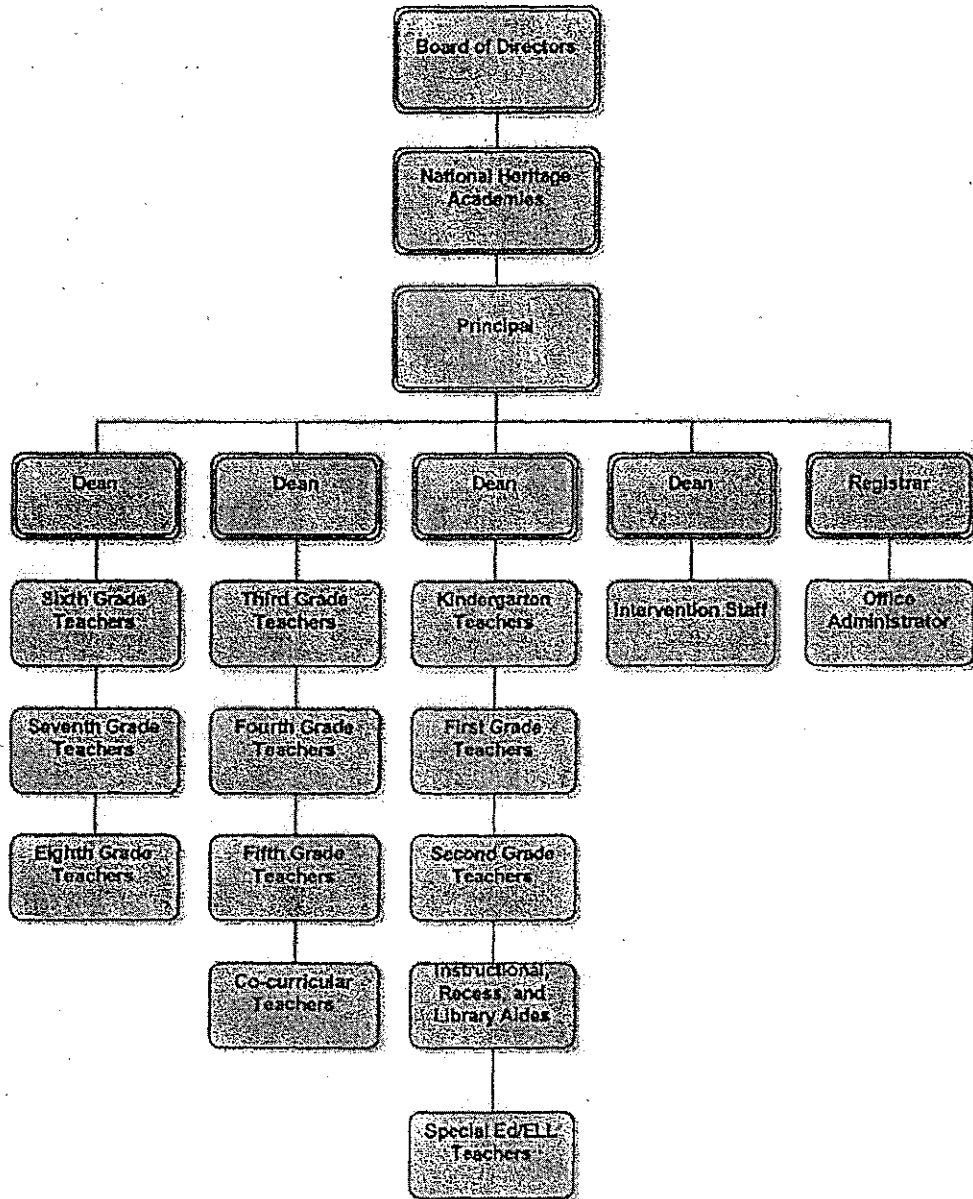
Article II, Section 12 - Revised the provision regarding the effective date of the resignation of a Director to provide that the resignation is effective immediately unless the Director expressly provides that his resignation is not effective until a later date.

Article III, Section 1 - Revised first sentence to clarify that the Corporation will have the offices of President, Vice President, Secretary, and Treasurer and indicate that the Board may create other offices. Stated the concepts contained in the last sentence of the Section in the current Code in two sentences to clarify the intent.

Article VI - Revised the last sentence to provide that it is the duty of the Secretary of the Corporation to keep an accurate list of the names and addresses of the Board of Directors because this is a function that is more properly performed by the Secretary.

Article VII - Revised this provision to clarify the intent to require that a majority of the entire Board (at least three Directors) must approve any amendment of the Articles of Incorporation or the Code of Regulations.

Organizational Chart of the School



1.5 Mission Statement

Working in partnership with parents and the community, the Pathway School of Discovery mission is to become one of the finest K-8 schools in the country. We offer a challenging, character-based education through a rigorous curriculum with high academic and social expectations. Our school prioritizes the academic and instructional time so each student reads, computes and writes at or above grade level. We expect our student to master basic skills and realize their full academic potential in preparation for higher education and adulthood.

ATTACHMENT 1.7 (b)

Description of evaluation method to be used by Sponsor if School is declared in need of continuous improvement or higher, offers one or more grade levels for which an achievement test is prescribed under Ohio law, and administers reading and mathematics assessments under Ohio law, if Sponsor so elects under R.C. 3314.35 or .36.

If not applicable, write "N/A" here N/A .

ATTACHMENT 2.1

School Governing Authority Board of Directors,

Names, Addresses, Telephone Nos. (work, cell and home), Electronic Mail Addresses
Background Checks and Description of Selection and Removal of Board of Directors
Board Meeting Schedule and Location of Meetings

Pathway School of Discovery Roster

Bartlett	Paige	Comm Preference	
<i>Phone #</i>	937-293-9592	<i>Position</i>	Secretary
<i>Mailing Address</i>		<i>Term</i>	3yrs, 1/09
<i>Street Address</i>	26 East Thruston Blvd	<i>Expiration</i>	June 2012
<i>City</i>	Dayton		
<i>State</i>	OH		
<i>Zip</i>	45409		
<i>Business Phone</i>	0	<i>Business Fax</i>	937-293-9592
<i>Home Phone</i>	937-293-9592	<i>Home Fax</i>	
<i>Mobile Phone</i>	937-286-9293	<i>Email Addresses</i>	paigebar@msn.com

Garretson	Susan	Comm Preference	
<i>Phone #</i>		<i>Position</i>	Director
<i>Mailing Address</i>		<i>Term</i>	3 yr, 1/10
<i>Street Address</i>	495 Burnside Drive	<i>Expiration</i>	June 2013
<i>City</i>	Tipp City		
<i>State</i>	OH		
<i>Zip</i>	45371		
<i>Business Phone</i>		<i>Business Fax</i>	
<i>Home Phone</i>	937-506-8288	<i>Home Fax</i>	
<i>Mobile Phone</i>	937-974-1246	<i>Email Addresses</i>	sgarretson@moundstreet.k12.oh.us

Martin	Duane	Comm Preference	Cell Phone
<i>Phone #</i>	937-499-9718	<i>Position</i>	Vice President
<i>Mailing Address</i>	Premier Health Partners	<i>Term</i>	3 yrs, 1/09
<i>Street Address</i>	40 W. 4th Street, Suite 1800	<i>Expiration</i>	June 2012
<i>City</i>	Dayton		
<i>State</i>	OH		
<i>Zip</i>	45402		
<i>Business Phone</i>	937-499-9718	<i>Business Fax</i>	937-208-9726
<i>Home Phone</i>	937-264-9140	<i>Home Fax</i>	
<i>Mobile Phone</i>	937-361-0519	<i>Email Addresses</i>	kdmartin@shp-dayton.org

Robie	Kevin	Comm Preference	Cell/Email
<i>Phone #</i>	937-431-0556	<i>Position</i>	President/Treasurer
<i>Mailing Address</i>		<i>Term</i>	3 yrs, 1/11
<i>Street Address</i>	264 Timberleaf Drive	<i>Expiration</i>	June 2014
<i>City</i>	Dayton		
<i>State</i>	OH		
<i>Zip</i>	45430		
<i>Business Phone</i>	937-610-4010	<i>Business Fax</i>	937-222-4329
<i>Home Phone</i>	937-431-0556	<i>Home Fax</i>	
<i>Mobile Phone</i>	937-469-0865	<i>Email Addresses</i>	krobie@soinintl.com

Wick	Kay	Comm Preference	
<i>Phone #</i>		<i>Position</i>	Director
<i>Mailing Address</i>		<i>Term</i>	3 yr, 1/10
<i>Street Address</i>	861 Deer Run Road	<i>Expiration</i>	June 2013
<i>City</i>	Centerville		
<i>State</i>	OH		
<i>Zip</i>	45459		
<i>Business Phone</i>	0	<i>Business Fax</i>	
<i>Home Phone</i>	937-433-1352	<i>Home Fax</i>	
<i>Mobile Phone</i>	937-416-2526	<i>Email Addresses</i>	kaycwick@aol.com

Attachment 2.1

School Governing Authority Board of Directors

The Board of Directors Shall be selected and removed in the manner outlined in the adopted Code of Regulations found in Attachment 1.5.

**PATHWAY SCHOOL OF DISCOVERY
BOARD OF DIRECTORS**

PROPOSED 2012 – 2013 BOARD CALENDAR

*The Board shall meet at **4:00 PM** at
Pathway School of Discovery
173 Avondale Drive
Dayton, OH 45404
937-235-5498*

On the following dates:

Wednesday, August 15, 2012

Wednesday, September 19, 2012

Wednesday, November 21, 2012

Wednesday, January 16, 2013

Wednesday, March 20, 2013

Wednesday, May 15, 2013

Wednesday, June 19, 2013 at North Dayton, 3901 Turner Rd.

Created by Theresa Sacharski on _____ at
_____.

Posted at Pathway School of Discovery by _____ on
_____ at _____.

Emailed to Educational Service Center of Lake Erie West on <>.

Faxed to Dayton Daily on _____ at _____.

Official Minutes of the Pathway School of Discovery Board are available at the following locations:

3850 Broadmoor Avenue SE, Suite 201, Grand Rapids, MI 49512
173 Avondale Drive, Dayton, OH 45404

Any person with a disability who needs accommodation to participate in a meeting should contact the Principal of Pathway School of Discovery at 937-235-5498 at least 5 days in advance of the meeting to request assistance.

ATTACHMENT 3.1

Transportation Plan

(Must include transportation for Career Tech Programs or other offsite plan for school sponsored curricular programs, as well as to and from school)

Attachment 3.1

Transportation

The school shall not provide transportation services. The school will work with the school district in which the school is located to provide transportation services to students who meet the eligibility requirements set by the school district.

ATTACHMENT 3.2

Management Contract (if any)

[See also, the ESCLEW Principals for School-Management
Company relationships for guidance attached hereto]

**EDUCATIONAL SERVICE CENTER OF LAKE ERIE WEST
OPERATING PRINCIPLES
COMMUNITY SCHOOLS AND MANAGEMENT COMPANIES**

- The Educational Service Center of Lake Erie West (ESCLEW) is not in favor of any law or contractual provision that gives a management company (whether a for profit Educational Management Organization (“EMO”) or a not-for-profit Charter Management Organization (“CMO”) any right to replace or appoint a governing authority member of an Ohio community school.
- The ESCLEW recognizes, and the law generally requires that governing authorities appoint or elect new governing authority members. Although any stakeholder or interested party, including a management company, may submit resumes of disinterested persons, or recommendations or suggestions, the governing authority makes the sole election, vote and decision and the management company does not participate in that appointment or voting process.
- The ESCLEW, while preserving the concept of competition and the varied structures of management contracts among EMO’s and CMO’s, will strongly encourage a governing authority to assess the type of contract contemplated, its pros and cons, and its provisions to assure quality administrative management of the school.
- The ESCLEW will use its influence to improve the relationships between EMO’s, CMO’s and School Governing Authorities based on transparency, trust, quality, and best practices between boards and their administrations.
- The ESCLEW will monitor expectations of a management company by (a) requiring attachment of any management agreement to and within the charter contract and (b) approving any subsequently new or modified contracts, and (c) monitoring through its oversight of the school, how the management company carries out the provisions of the charter contract between the ESCLEW and the school.
- The ESCLEW will strongly encourage school governing authorities to annually evaluate any management company’s performance under the school-management company contract, and provide evidence to the sponsor that the evaluation occurred.
- The ESCLEW recognizes that by law, governing authority members may be paid a limited stipend pursuant to the applicable laws. Statutorily, the stipend may be required to be paid for by a management company, not because the board member is an employee of the management company, but rather that the management company is required to pay the stipend on behalf of the governing authority.
- The ESCLEW will request that management contracts (a) continue through a school year at the discretion of the school, so long as the management company is being paid for services rendered, and (b) provide transition services or cooperation services if terminated.
- The ESCLEW will remain neutral in a management company-school contract dispute, but shall testify, if required, as to the facts it knows first hand, documents signed by it, and matters related to its oversight as a sponsor. The ESCLEW will monitor disputes and take all reasonable steps necessary to avoid disruption to services for public school children. The well-being of public school students and public school education will be primary in these situations.
- The ESCLEW believes that management companies in primary charge of educational services must present clear and concise educational performance data to the governing authorities of the schools managed in order to show growth, progress or lack thereof in all areas measured by the State of Ohio and otherwise required by the ESCLEW.

- The ESCLEW believes that purchases made with public funds belongs to the school. Purchases paid for by the fee for service to a management company are fees for services rendered unless otherwise required by law (such as for equipment or real property under federal grants).
- The ESCLEW recognizes that Community School Governing Authorities control all revenues, through their treasurers, fiscal agents, grant monitoring and contracts. Fees paid out to management companies are for administration and consulting services rendered and are not considered different than fees paid directly to other contractors or administrators.
- The ESCLEW accepts that management contracts with start-up service fees are appropriate so long as the fees are documented, transparent and approved legitimate start-up services provided to the governing authority. Management contracts with termination fees are approved if the fees are based on past services, reimbursements, closure services, or fees approved by the State auditor or previously approved by the Internal Revenue Service in the school's Application for Tax Exempt Status.
- The ESCLEW expects that loans to a community school from a management company be documented clearly in writing and for a stated term, and that interest, if any, should be at or below market rate.
- The ESCLEW believes that managed schools sponsored by the ESCLEW should make provisions with the EMO or CMO for the governing authority to have its own attorney and accountants, in the case of negotiations or controversy between the parties. If a school has not made allowances for this in its management agreement, the ESCLEW feels that the management company should pay for, budget, or set aside provisions for the school's independent professional advisors as needed. The ESCLEW will require that revised or updated contracts address this issue.

The ESCLEW does not disapprove of a management company paying for the school's audits, accountants or attorneys from its fee, so long as the school's independent advisors are assured independence and payment, and confidentiality is preserved.

- The ESCLEW does not act as an auditor in checking all expenses of the school under vendor contracts, and does not assess the value of the services provided under third-party contracts. In addition, the ESCLEW expects the schools it sponsors to exert influence in their management contracts to require the management company to (a) comply with the guidance and laws concerning reporting expenditures to the auditor (if required by law), and (b) to guard against duplication of services between the management company, the school and other non-management company vendors and (c) to otherwise follow all laws, rules and regulations of the auditors and other applicable governmental agencies. The ESCLEW does not audit an independent, private management company, but expects that company to be able to substantiate to the School, that its staffing is sufficient to provide the services contracted for. If an EMO or a CMO is not in compliance with all laws, rules, or regulations, the ESCLEW may use all available remedies it may have at its disposal to require compliance.

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the 8 day of March, 2002, by and between **National Heritage Academies, Inc.** a Michigan corporation ("NHA"), and **East Dayton School of Discovery**, an Ohio non profit corporation and Ohio public community school (the "School").

RECITALS

The School is a charter school, organized as a public community school under the revised Ohio Code Section 3314 (the "Code"). The School has submitted an application (the "Application") for, and has been or will be granted, a contract (the "Contract") by the Ohio Board of Education (the "Sponsor") to organize and operate a public community school, with Sponsor as the authorizing body.

The School and NHA desire to create an enduring educational alliance, whereby the School and NHA will work together to promote educational excellence and innovation, based on NHA's school design, comprehensive educational program and management principles.

In order to facilitate the organization and opening of the School, and to implement an innovative educational program at the School, the parties desire to establish this arrangement for the management and operation of the School.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The School represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The School further represents that it has been or will be granted the Contract by Sponsor to organize and operate a public community school. The School is therefore authorized by the Code and Sponsor to supervise and control such school, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

B. Contract. The School hereby contracts with NHA, to the extent permitted by law, for the provision of all labor, materials, equipment, facilities and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the School in accordance with the educational goals, instructional programs, curriculum, methods of pupil assessment, admission and other policies and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the School's Board of Directors (the "Board") and included in the Contract between the

School and Sponsor. The School certifies that upon its execution, this Agreement will be a valid and binding obligation of the School enforceable in accordance with its terms and to the best of its knowledge, except as the enforceability thereof may be limited by applicable reorganization, insolvency, liquidation, adjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally as such laws may be applied in the event of the reorganization, insolvency, liquidation, adjustment of debt or other similar proceeding or a moratorium applicable to the School and by general principles of equity.

C. Designation of Agents. The Board designates the employees of NHA as agents of the School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA").

D. Status of the Parties. NHA is a for-profit Michigan corporation, and is not a division or a part of the School. The School is an Ohio non profit corporation and part of the State of Ohio's program of public education as authorized by the Code, and is not a division or part of NHA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of NHA shall be deemed to be the agent or employee of the School. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between NHA and the School is based solely on the terms of this Agreement, and the terms of any other written agreements between NHA and the School.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of July 1, 2003 and unless otherwise renewed or terminated pursuant to this Agreement shall continue until termination or expiration of the Contract, inclusive of any contract renewal periods and subject to the terms and obligations herein..

ARTICLE III

FUNCTIONS OF NHA

A. Responsibility. NHA shall be responsible and accountable to the Board for the administration, operation and performance of the School in accordance with the Contract. NHA's responsibility is expressly limited by: (i) the School's budget which is to be submitted and approved by the Board as provided in this Agreement, and (ii) the availability of base state funding to pay for said services. Neither NHA nor the School shall be required to expend School funds on services in excess of the amount set forth in the School budget.

B. Educational Program. NHA agrees to implement the educational goals and programs as set forth in the Contract (the "Educational Program"). In the event NHA determines that it is necessary to modify the Educational Program, NHA shall inform the Board of the

proposed changes and obtain Board approval, and if required under the Contract, approval of Sponsor. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the School and NHA are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, NHA will provide the Board with updated reports on progress towards implementing each of the School's educational goals in the Educational Program.

C. Specific Functions. NHA shall be responsible for the management, operation, administration, accounting and Educational Program at the School. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board.

2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI.

3. Securing a facility to be leased or otherwise provided to the Board, operation of the facility, and the installation of technology integral to the school design.

4. All aspects of the business administration of the School.

5. All aspects of the accounting operation, including budgets, general ledger management and financial reporting, including but not limited to audits (annual or special).

6. Transportation and food service, if any is provided, for the School.

7. Any other function necessary or expedient for the administration of the School, including but not limited to the annual reports, ADM or similar reporting, EMIS and other reporting required by Ohio law.

D. Purchases. Purchases made by NHA on behalf of the School with the School's funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, and equipment will be the property of the School (exclusive of capital items leased or purchased by NHA). NHA's educational materials and teaching techniques used by or at the School shall be subject to disclosure to the extent required under the Ohio Revised Code and the Freedom of Information Act. However, NHA shall own all proprietary rights to, and the School's proprietary interest shall not include, curriculum or educational materials that were previously developed or copyrighted or similarly protected by NHA, or curriculum or educational materials that are developed by NHA with funds from the School that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials.

E. Subcontracts. NHA reserves the right to subcontract any and all aspects of all services it agrees to provide to the School, including, but not limited to transportation and/or

food service. However, NHA shall not subcontract the management, oversight or operation of the teaching and Instructional Program, except as specifically permitted in this Agreement or with approval of the Board.

F. Place of Performance. NHA reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

G. Student Recruitment. NHA and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Ohio Revised Code and other applicable law.

H. Due Process Hearings. NHA shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the School's own obligations.

I. Legal Requirements. NHA shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the School shall interpret state and local regulations as liberally as allowed by law, in order to give NHA flexibility and freedom to implement its educational and management programs.

J. Rules and Procedures. NHA shall recommend reasonable rules, regulations and procedures applicable to the School and is authorized and directed to enforce such rules, regulations and procedures adopted by the School.

K. School Year and School Day. The school year and the school day shall be as provided in the Contract consistent with the Ohio Revised Code.

L. Pupil Performance Standards and Evaluation. NHA shall implement pupil performance evaluations that permit evaluation of the education progress of each School student. NHA shall be responsible and accountable to the Board for the performance of students who attend the School. NHA will utilize assessment strategies required by the terms of the Contract. The Board and NHA will cooperate in good faith to identify measures of and goals for School students and school performance, including but not limited to parent satisfaction.

M. Services to Disabled Students and Special Education. NHA shall provide special education services to students who attend the School in conformity with the requirements of state and federal law. NHA may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the School's program, subject to approval of the School Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

N. Contract between the School and Sponsor. NHA will not act in a manner which will cause the School to be in breach of its Contract with the Sponsor or its Policies or with applicable law.

O. Unusual Events. NHA agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the School in complying with its responsibilities hereunder.

P. Student and Financial Records. All student and financial information related to the School shall be available for inspection at the School upon reasonable request consistent with applicable federal and state laws.

Q. School Records/Proprietary. The financial, educational and student records pertaining to the School are School property, and such records are subject to the provisions of the Ohio Public Records Law to the extent required by applicable law. All School records shall be physically or electronically available, upon request, at the School. Except as prohibited under the Contract and applicable law, the Sponsor and the public shall have access to the School's records.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations concerning policies, rules, regulations and budgets. The Board's failure to adopt NHA's reasonable recommendations with respect to policies, rules and regulations to enable NHA to implement the school design as set forth in the Contract may, at NHA's option, be deemed a material event which shall entitle NHA, at its option, to unilaterally terminate this Agreement pursuant to Article VII.A.1.

B. Assistance to NHA. The School shall cooperate with NHA in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The School shall timely furnish NHA all documents and records necessary and in the Board's possession for NHA to properly perform its responsibilities under this Agreement.

C. Unusual Events. The School agrees to timely notify NHA of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect NHA in complying with its responsibilities hereunder.

D. NHA Office Space. For the term of this Agreement, suitable office space shall upon request be provided at the School without cost for NHA personnel and subcontractors. The office space shall be used by NHA only for NHA activities related to the School. The School shall also provide NHA, upon NHA's request, with an additional room to be used for activities related to the School.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance,

management, and carrying on of the School, including regulations relative to the conduct of pupils while in attendance at the School or en route to and from the School.

F. Building Facility. NHA shall lease or otherwise cause a facility to be made available to the Board for school classroom facilities. The facility shall comply with, or otherwise be approved, with respect to state and federal (ie: ADA) regulations governing the use of the facility as an elementary/middle school, as applicable.

ARTICLE V FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the School Board shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board, provided, however, that upon the receipt of a notice from NHA, the School agrees to pay all such sums owing under this Agreement directly to the account or party specified in such notice. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the School, including but not limited to:

- 1) Funding for public school students enrolled in the School.
 - 2) Special education funding provided by Federal or State Governments to the School that is directly allocable to special education students in the School.
 - 3) Gifted and Talented funding provided by Federal and State Governments that is directly allocable to Gifted and Talented students in the School.
 - 4) At-Risk Funding provided by Federal and State Governments to the School that is directly allocable to At-Risk students in the School.
 - 5) Funding provided by Federal and State Governments to the School that is directly allocable to students in the School with limited English proficiency.
 - 6) Federal and State grant sources, including Title I, which is directly allocable to the School.
 - 7) All other grants and donations received by the School (except to the extent NHA is not required or involved in soliciting, administering, or managing such grants and/or donations).
 - 8) Fees charged to students for extra services as and to the extent permitted by law.
- (All of the above are hereinafter collectively referred to as the "Revenues").

In performing its obligations under this Agreement, NHA shall comply with the terms of the Budget approved and authorized by the Board, and NHA thereby guarantees fiscal solvency. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. NHA shall provide the Board with an annual projected Budget (the "Budget"). For the School's first academic year, the Budget shall be submitted prior to the beginning of the academic year. Thereafter, the Budget shall be submitted to the Board prior to May 1st of the next academic year.

2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs reasonably associated with operating the School and the NHA school program including, but not limited to, the projected cost of: all services and education programs provided to the School, leasehold and other lease or purchase costs incurred for the facility, maintenance and repairs to School facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the School, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the School.

3. Approval. The Budget shall be prepared by NHA and submitted to the Board for approval. The Budget may be amended from time to time as deemed necessary by NHA and the Board.

4. Expenditures. NHA shall comply with the provisions of the Budget or amended Budget and shall not deviate materially therefrom without Board approval.

5. Board Designated Funds. Notwithstanding any other provision of this Agreement, during the term of this Agreement, there shall be reserved in the School's account an amount up to 2%, not to exceed \$35,000. The designated funds shall be used for the annual audit by the Auditor of the State of Ohio. No special or independent audits shall be paid by Board designated funds, however, the designated funds may otherwise be used during the year by the Board at its discretion. During each year of the Agreement, the designated funds shall accumulate pro rata as Revenues are received during the year.

C. Fee. NHA shall receive all Revenues as its gross revenue, and it shall pay all operating costs of the School identified in the Budget approved by the Board. The difference, if any, between the amount of the School's Revenues and the amount actually expended by NHA in operation and/or management of the School during its fiscal year shall be referred to herein as the "Fee". Notwithstanding any provision to the contrary contained herein, the School acknowledges and agrees that, with the exception of moneys which, pursuant to State or federal law or in the case of private donations the directions of the donor, are restricted as to use, upon the receipt of Revenues due or payable to the School either by the Sponsor or a governmental unit, such moneys immediately become compensation of NHA for its services provided pursuant to this Agreement. Further, the School understands and acknowledges that the School has no further right to or claim upon the Revenues as outlined in Article VII of this agreement.

D. Availability of Funds. NHA shall only be required to perform its responsibilities upon this Agreement to the extent that there are sufficient Revenues on a per

annum basis to make payments in accordance with the terms of the Budget provided such budget has been reasonably updated on a regular basis to reflect needed changes.

E. Other Public School Academies. The School acknowledges that NHA may enter into similar management agreements with other public school academies. NHA shall maintain separate accounts for expenses incurred by and behalf of the School and other NHA managed schools, and shall only charge the School for expenses incurred by or on behalf of the School. If NHA incurs authorized reimbursable expenses on behalf of the School and other NHA managed schools which are incapable of precise allocation, then NHA shall allocate such expenses among all such academies, including the School, on a prorated basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

F. Financial Reporting. NHA shall provide the Board with:

- 1) The projected annual Budget as required by the terms of this Agreement.
- 2) Detailed statements of all Revenues received, and detailed statements of all direct expenditures for services and or expenses rendered or incurred to or on behalf of the School, whether incurred on-site or off-site, upon request.
- 3) Reports on School operations, finances, and student performance shall be provided upon request (at regularly scheduled Board meetings), but not less frequently than four (4) times per year.
- 4) Other information on a periodic basis to enable the Board to (i) monitor NHA's performance and the efficiency of its operation of the School, and (ii) furnish reports and information which the School is required to provide pursuant to its Contract and/or the Code.

G. Access to Records. NHA shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of NHA, and shall retain all of the said records for a period of five (5) years from the close of the fiscal year to which such books, accounts, and records relate. NHA and the School shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The School Board shall be responsible for reviewing and approving the annual Budget of the School.

I. Independent Audit. If required by statute or to obtain financing, the School Board and NHA shall select and retain an independent auditor to conduct an audit of the School. Subject to applicable law, all finance and other records of NHA related to the School will be made available to the School's independent auditor. The annual audit to be performed by the Auditor of the State will be paid by the School using Board designated funds. Any independent or special audit shall be paid for through Revenues by way of the NHA fee.

J. Start-up Financing/Operating Losses. NHA will provide funds for start-up costs and/or operating losses for the School, including funds for the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service

training of staff members; and cleaning, fixing and equipping of the School building as required by this Agreement. NHA advances shall be included in the Budget and shall be in amounts acceptable to NHA. NHA shall be reimbursed from the Revenues as and when funds are available and upon proper documentation. Nothing herein shall be deemed to exclude the School from receiving state or federal start-up funds, grants or sub-grants.

K. Marketing. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program, and shall not include costs for the marketing and development of NHA.

L. Other Financing. The Board may apply to NHA for financing from time to time. The School shall reimburse NHA for any such financing from its Revenues.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. NHA shall select and hire qualified personnel to perform services at the School. Personnel shall be employees of NHA, unless otherwise agreed by NHA and the Board. Each party shall be responsible for all compensation for their respective employees. The compensation of all employees will be paid in accordance with the Budget referenced in Article V as amended from time to time in a manner mutually acceptable to the Board and NHA. NHA shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law.

B. School Administrator. The accountability of NHA to the School is an essential foundation of this Agreement. Since the responsibility of the school administrator is critical to the School's success, NHA shall have the authority, consistent with state law, to select and supervise each school administrator and to hold the school administrator accountable for the success of the School. NHA shall consult with the Board with respect to the hiring of the School Administrator, and NHA shall remove the School Administrator from the School if the Board is reasonably dissatisfied with his or her performance. The duties of the school administrator, and the terms of the school administrator's employment contract, shall be determined by NHA subject to approval by the Board. The school administrator shall be accountable for the performance of the School, and shall work with NHA in conjunction with the operation and management of the School. Since the selection and performance of the school administrator is essential to the success of the School, the Board's failure to adopt/ratify NHA's recommendations with respect to the school administrator shall, at NHA's option, constitute a material event which shall entitle NHA, at its option, to unilaterally terminate this Agreement pursuant to Article VII A.1. below.

C. Teachers. NHA shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the School. NHA shall provide the School with such teachers, qualified in the grade levels and subjects required, as are required by the School. The curriculum taught by such teachers shall be consistent with the Educational Program. Such teachers may, in the discretion of NHA, work at the School on a full or part time

basis. If assigned to the School on a part time basis, such teachers may also work at other schools managed or operated by NHA. Each teacher assigned to the School shall hold a valid teaching certificate issued by the state board of education under the Code and undergo a criminal background check as if such teacher was employed by the School.

D. Support Staff. NHA shall determine the number and the functions of support staff required for the operation of the School. NHA shall provide the School with qualified staff to efficiently operate the school in accordance with the Contract. The support staff may, in the discretion of NHA, work at the School on a full or part time basis. If assigned to the School on a part time basis, the support staff may also work at other schools managed or operated by NHA.

E. Training. NHA shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as NHA determines reasonable and necessary under the circumstances.

F. Limitations on Discretion. All decisions made by NHA, and any discretion exercised by NHA, in its determination of staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the Budget, State and federal law, and consistent with the parameters adopted and included within the Educational Program.

G. Background Checks. NHA shall comply with Ohio law regarding background checks and certification or licensure, as applicable, for all persons working in the School.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

1. **By NHA.** NHA may, at its option, terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material event within 30 days after notice from NHA. A material event includes, but is not limited to, NHA's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the School's loss or suspension of its Contract.

2. **By School.** The School may terminate this Agreement prior to the end of the terms specified in Article II in the event that NHA shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay School operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from NHA or from an educational consultant retained by the Board about matters concerning NHA's performance or the performance of the staff which are not adequately corrected or explained.

3. **By Either Party.** Either party may terminate this Agreement for any reason upon giving not less than 90 days notice to the other party.

B. Termination/Expiration.

1. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material event or unusual and compelling circumstances, the termination will not become effective until the end of the current academic year.

2. **Removal of personal property.** Upon termination or expiration of this Agreement, NHA shall have the right to remove equipment and other assets owned or leased by NHA. Equipment and other assets owned by the School or leased by the School from third parties shall remain the property of the School.

3. **Future Advances/Out-of-Pocket Expenses.** Upon termination or expiration of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by NHA shall be immediately repaid by the School unless otherwise agreed in writing by NHA.

ARTICLE VIII

INDEMNIFICATION

A. Indemnification. Each party to this Agreement does hereby indemnify and hold harmless the other, and Sponsor, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, by directors and officers' liability policies or by such other means as the parties may mutually agree.

ARTICLE IX

INSURANCE

A. Insurance Coverage. Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract or applicable law), with the other party listed as an additional insured. In addition, the School shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Contract or applicable law), with NHA listed as an additional insured. The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with

insurance. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

**ARTICLE X
WARRANTIES AND REPRESENTATIONS**

A. School Warranties and Representations. The School represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. NHA Warranties and Representations. NHA warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. NHA will comply with all registration and licensing requirements relating to conducting business under this Agreement and in the State of Ohio. The School agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The School and NHA mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XI
MISCELLANEOUS**

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the School and NHA.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other similar occurrences; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Ohio. NHA and the School hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the School against the other.

D. Agreement in Entirety. This Agreement (including attachments) constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to

have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board President and Board, are as follows:

The School: East Dayton School of Discovery

173 Avondale Road
Dayton, OH 45404

Phone:

Facsimile:

WITH COPY TO:

Eastman & Smith Ltd.

Attn: Amy Borman

P.O. Box 10032

Toledo, OH 43699-0032

Phone: (419) 247-1716

Facsimile: (419) 247-1777

NHA: National Heritage Academies, Inc.

Attn: Peter R. Ruppert

989 Spaulding Avenue, S.E.

Grand Rapids, Michigan 49546

Telephone: (616) 222-1700

Facsimile: (616) 222-1701

WITH A COPY TO:

McShane & Bowie

Attn: John R. Grant

1100 Campau Square Plaza

99 Monroe Ave., N.W.

Grand Rapids, Michigan 49501

F. Assignment. NHA may assign this Agreement with the consent of the School Board.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the School and authorized officer of NHA.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. Severability. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken and the remainder of this Agreement shall continue in full force and effect, or, such term or provision shall be replaced, if mutually agreed upon, with a new provision that replicates the parties' original intent as nearly as possible.

K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Date: March 8, 2002

NATIONAL HERITAGE ACADEMIES,
INC., a Michigan Corporation

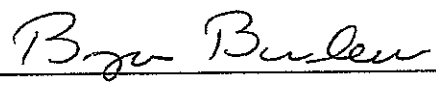
By: _____


Peter Ruppert
Its: President

Date: March 8, 2002

EAST DAYTON SCHOOL OF
DISCOVERY

By: _____


Its: PRESIDENT

ATTACHMENT 3.5.3

Attachment 3.5.3

School Name: _____

Sponsor Name _____

I. Initial Notifications, Student Records and School Records	
Completion Date	Mandatory Task
	Notify ODE that the school is closing and send the board resolution or an official sponsor notice from the superintendent or CEO within 24 hours of the action which includes the date of closing of the school. A school is officially closed when instruction is no longer taking place and the governing authority or sponsor issues an official notice which states the date of the school's closure.
	Notify parents that the school is closing through a formal letter from the school GA and the sponsor superintendent or CEO within 24 hours of the action. The letter to include but not limited to: the reason for the closing of the school, options for enrolling in another community school, traditional schools or nonpublic schools and contact information.
	Notify the Ohio State Teachers Retirement System and School Employees Retirement System.
	The sponsor shall take control of and secure all school records, property and assets immediately when the school closes: Reference the following DAS site for records retention schedules: http://apps.das.ohio.gov/rims/General/General.asp
	1. Student records shall be put into order and transcript materials produced immediately;
	2. A final FTE review shall be requested while student records are on site at the closed school and original student records shall be retained for the final state audit;
	3. Copies of student records shall be provided by the school's Chief Administrative Officer to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code; original records shall be sent by the sponsor to resident districts upon completion of the final state audit. In the interim, sponsors retain original records until completion of the audit.
	4. Special education records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities.
	In concert with the governing authority, notify the school's staff of the decision to close the school:
	1. Provide a clear written timeline of the closing process;
	2. Ensure that STRS and SERS contributions are current;
	3. Clarify COBRA benefits and when medical benefits end;
	4. Remind the faculty of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the time of closing;
	5. Ensure that each faculty's LPDC information is current and available to the teachers;
	6. Provide sponsor contact person information to all staff.

II. Disposition of Assets	
Completion Date	Mandatory Task
	If the governing authority does not retain a treasurer to oversee the remaining financial activity, (note that this Contract requires retention of the School Treasurer for oversight of all closure and post closure activity and responsibility) the sponsor, as may be provided for in the community school contract with the governing authority, shall act as or appoint a receiver to oversee the closing of the financial records in the absence of a fiscal officer.
	Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities. Account for all school property throughout the closing process by distinguishing state from federal dollars:

II. Disposition of Assets	
Completion Date	Mandatory Task
	1. Review the financial records of the school;
	a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
	b. Establish check off list of purchasers with proper USAS codes, state codes, the price of each item and identify the source of funds;
	c. Identify staff who will have legal authority for payment processes (e.g. checks, cash, credit cards, etc.);
	d. Establish disposition plan for any remaining items;
	e. Identify any State Facilities Commission guarantees.
	Prepare documentation for disposition of the school's fixed assets:
	1. Consistent with section 3314.051, offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
	2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater;
	3. Public Charter School Program. PCSP assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets:
	a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
	b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at \$5,000 or greater;
	c. Provide board resolutions and minutes of any assets transferred at no cost to another school;
	e. Provide OCS with a written report of the property, and if available, a bill of sale;
	f. After the above steps have been taken, any remaining assets may be offered to any public school district with documented board resolutions by the community school and the accepting district.
	4. National School Lunch Program. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition (OCN). Contact OCN prior to proceeding with any liquidation of Equipment.
	5. Technology. Return to eTech (formerly Ohio SchoolNet) hardware and software acquired with eTech grants.
	Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order: [See Note Below]
	1. The school must and the sponsor may consult with its legal counsel prior implementing this section to determine if there are any outstanding federal or state claims that may need to be paid first including but not limited to including federal and state taxes, Medicare, Workers Compensation, and city wage taxes. If applicable, provide documentation of any Workers Compensation claims.
	2. STRS/SERS/retirement systems and other adjustments
	3. Teachers and staff;
	4. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs (prepared financials); [See Note 2 Below].
	5. Any remaining funds shall be forwarded to ODE for redistribution to resident school districts consistent with ORC 3314.074 (A)
	6. If the assets of the school are insufficient to pay all persons or entities to which compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance section 3314.074 and Chapter 1702 of the Ohio Revised Code.

II. Disposition of Assets	
Completion Date	Mandatory Task
	NOTE 1: Federal dollars can be used to pay the teacher costs and STRS/SERS/retirement costs for any employees who were paid from federal funds when the school was open. NOTE 2: Audit preparation costs can be paid from federal funds under certain conditions. Contact the Office of Grants Management for specific guidance before applying any costs against federal funds to support audit costs.

III. Preparation of Itemized Financials	
Completion Date	Mandatory Task
	Review and prepare the following itemized financials:
	1. Year-end financial statements, notes to the financial statements and if applicable schedule of federal awards;
	2. A cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date);
	3. Compile bank statements for the year;
	4. List of investments in paper hard copy format
	5. List of all payables and indicate when a check to pay the liability clears the bank;
	6. List all unused checks (collect and void all unused checks);
	7. List of any petty cash;
	8. List of bank accounts, closing the accounts once all transactions are cleared;
	9. List of all payroll reports including taxes, retirement or adjustments on employee contract.
	10 List of all accounts receivable.
	11. List of assets and their disposition.
	12. Final FTE audit information.
	13. Arrange for and establish a date for the Auditor of State to perform a financial closeout audit.

IV. Final Payments and Adjustments	
Completion Date	Mandatory Task
	Give the sponsor rights to continually monitor the condition of the closed school and to receive or transmit funds on behalf of the school as directed by an appropriate agency. Receipt of funds can happen more than a year after a school's closure, and the sponsor is hereby authorized to be the recipient of such funds and make all necessary adjustments.
	1. The sponsor may receive any funds or adjustments and credited to the account of the closed school.
	2. The Sponsor may determine if any portion of any funds or adjustments can be applied to satisfy any remaining debts and may pay such debts with school funds.
	3. The Sponsor may send all or the remaining portion to the Ohio Department of Education, Office of Policy and Payments, for final disposition.

The Treasurer, the School Governing Authority, and the Chief Administrator identified below have completed the above school closing requirements.

School Name: _____

School Treasurer: _____ Date: _____

School Governing Authority: _____ Date: _____

Chief Administrator: _____ Date: _____

Attachment 4.1

Conflict of Interest Policy

See Article V in the Code of Regulations for a Conflict of Interest Policy.

ATTACHMENT 6.3

Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as follows:
 - ... classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the community school’s contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity” (emphasis added). See OAC 3301-102-02
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program

ATTACHMENT 6.3 Educational Program

A. Curriculum and Evidence/Research of Viability of Curriculum

Description of Curriculum

Through Pathway School of Discovery's partnership with NHA, the school has a curriculum in place that includes well-defined learning standards, aligned with our mission and with the Ohio Academic Content Standards. To develop its curriculum, NHA studied information from various standards and assessment experts across the nation, including groups like National Assessment of Educational Progress (NAEP), ACT®, Achieve, Inc., the Thomas B. Fordham Institute, the National Council of Teachers of English, The National Mathematics Advisory Panel, the American Association for the Advancement of Science, and the National Council for Social Studies. NHA comprehensively researched what students need to know to be successfully prepared for rigorous high school and college educational programming, and then used a backward design approach to develop a curriculum that defines the expertise needed by students to be college-ready. Since college readiness goes beyond academic preparedness, the NHA Curriculum includes learning goals in core academic and co-curricular areas, and includes character development as well.¹ During its curriculum development process, NHA also aligned its curriculum with the Ohio Academic Content Standards, making sure that its learning objectives were consistent with those identified by the Ohio Department of Education. The NHA Curriculum has also been aligned with the standards identified through the Common Core State Standards Initiative.

Objectives, Skills, and Content of Curriculum

English Language Arts

Literacy, including reading and writing, is a critical component of college readiness. "Low literacy levels often prevent high school students from mastering other subjects" and struggling readers are often excluded from academically challenging courses.² Developing reading proficiency and strong literacy skills in elementary and middle grades is essential to ensuring that students are on a college-readiness trajectory. The ELA curriculum is designed to produce highly literate students who are proficient readers and strong writers. The curriculum enables students to read, comprehend, write, and respond thoughtfully to what they encounter in the classroom and the world around them through its reading, writing, speaking, listening, and viewing components.

¹ See Conley, D. (2008, October). What Makes a Student College Ready? *Educational Leadership*, 66 (2). Retrieved from http://www.ascd.org/publications/educational_leadership/oct08/vol66/num02/toc.aspx.

² ACT, Inc., *Reading Between the Lines: What the ACT Reveals About College Readiness in Reading* (Iowa City, IA, 2006).

In early grades, the curriculum emphasizes the five components of reading instruction as outlined by the National Reading Panel, including phonemic awareness, phonics, fluency, vocabulary, and text comprehension. The curriculum also helps students develop the intellectual processes needed to remember, understand, analyze, evaluate, apply, and extend the ideas they encounter while reading. Student learning is enhanced through reading a variety of fiction and nonfiction texts, including a wide range of expository/informational and literary genres. Through writing, students learn the technical skills and processes necessary to produce different types of texts, with appropriate conventions, but also learn to write creatively and critically. And through speaking, listening, and viewing, students become collaborative and reflective in their learning processes. Students who master the ELA curriculum are prepared to read for deep meaning and understanding, write and speak effectively to communicate ideas and information while using appropriate language conventions, listen actively and critically as they encounter new information and ideas, and generate new ideas based on what they encounter both inside and outside the classroom.

Beyond this, the curriculum in grades K-2 focuses on and supports the process of learning to read. Decoding, word recognition, and building vocabulary are important as students begin to develop understanding and fluency. In grades 3-5, the curriculum supports a transition from learning how to read to reading in order to learn; learning shifts to understanding that texts have specific purposes and reading with those purposes in mind. Students are introduced to informational text in addition to a variety of literary texts. Reliance on the basal reader decreases and additional resources like novels, newspapers, magazines, and web-based resources are used to support reading instruction. In grades 6-8, the curriculum focuses on extending reading and comprehension skills, developing deep evaluation and analysis skills and the ability to make connections within and between texts.

The language arts curriculum supports learning in language conventions, mechanics, spelling, and writing. In the earliest grades, students learn how to write words and sentences using appropriate mechanics and grammar and begin to use the writing process to convey information and narrative through written text. In middle grades, the curriculum develops in students a deeper understanding of writing through a focus on prewriting strategies, organizational formats, drafting, revising, proofreading, and publishing. The curriculum ensures that students learn to write for different purposes; writing includes narratives, stories, poems, interpretive responses, essays, and descriptive pieces. In later grades, the curriculum continues to extend students' writing skills through narrative, expository, persuasive, and technical writing, and technology enhances students' ability to write, revise, edit, and publish their work. Grammar, punctuation, spelling, and writing conventions are taught as part of language arts for students in all grades.

Mathematics

If students are to be well-equipped for college and beyond, students must be prepared through their K-8 education to take Algebra II and other advanced mathematics courses in high school.

“A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment.”³ The development of a deep understanding of mathematical concepts makes such success possible. The school’s mathematics curriculum is designed to ensure that all students complete Algebra I by eighth grade, thus placing students on a college- and career-readiness trajectory. Students who successfully complete Algebra I prior to entering high school are much more likely to complete Algebra II and other more advanced mathematics prior to graduating high school, which means they will be “more than twice as likely to graduate from college” than students who don’t complete it.⁴

The National Council for Teachers of Mathematics has recognized the importance of the study of algebra in developing mathematical fluency and has also noted the importance of the study of other mathematics components such as number sense and number operations, measurement, geometry, data analysis and probability, and problem solving. The curriculum focuses on each of these components beginning in kindergarten. Number Sense is developed through a variety of concrete models, allowing students to use the area of the brain used for the comprehension of mathematical knowledge. Students are prepared to be fluent in computation using formal algorithms and also learn essential measurement and data analysis skills. Students also learn to make connections and apply mathematical knowledge through problem solving and inquiry.

In grades K-2, algebraic awareness, number sense, and computational fluency are the main focus of students’ learning. Students develop the skills necessary to progress into higher level mathematics; through open-ended problem solving, they increase their critical thinking skills and ability to see connections across mathematics as well as other subjects. In grades 3-5, learning shifts from computation to fractional awareness. The part-to-whole relationships that are developed in these early grades lead to a deeper understanding of fractions, percents, and decimals and computation. Algebraic skills move from pattern recognition and development to the creation of equations and the use of variables. As students move into grades 6-8, the focus shifts to the study of algebra and functions. Number sense remains a critical focus area through the study of integers, rational and irrational numbers, exponents, and absolute values. Conceptual ideas are integrated through lab activities that provide exploratory opportunities for students to explicitly connect abstract ideas to concrete examples.

The mathematics curriculum also ensures that students become effective as mathematical communicators by engaging them in thinking, reading, and writing about mathematics to help them understand the foundational concepts necessary for success in more complex mathematical coursework.

³ National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

⁴ *Ibid.*

Science

As the Association for the Advancement of Science and the National Council on Science explain, developing college-ready and scientifically literate students involves teaching a mixture of content knowledge, the practices and skills of scientists, and information on the nature of science. The curriculum, which includes study in Life Science, Physical Science and Earth and Space Science, is designed to develop content knowledge about the results of scientific discoveries regarding the natural world. The teaching of practices and skills of scientists requires that students participate in the scientific process of inquiry and discovery through conducting investigations, using instruments, and applying mathematical skills that model the process used by scientists to learn about the universe. The curriculum provides students with the opportunity to participate in the scientific process, in addition to read, write, discuss and experiment with science through high level thinking and problem solving. It also ensures that students use the scientific processes and skills through lab work and investigations.

The content of the science curriculum in grades K-2 focuses scientific learning primarily through the study of events and phenomena in nature that can be observed with the five senses. Investigations at this level are modeled, simple, and structured, allowing students to write journals on their discoveries, create simple pictographs of data, and draw conclusions from observations under the direction of the teacher. The incorporation of non-fiction readers on each topic provides students the opportunity to develop grade level appropriate science vocabulary.

Building on these foundational skills, including the integration of skills from English language arts and Math, the curriculum for grades 3-5 directs students to begin exploring cause and effect connections between events (e.g., the sun rises every day and it gets warmer during the day, ergo, the sun provides heat to earth). Investigations for students in grades 3-5 are still often modeled, but they are more complex and involve more detailed measurements, use a variety of tools such as balances and microscopes, and require students to control for multiple variables. Students engage in the practices of scientists as they chart data, complete lab reports, and create graphs in order to communicate results of investigations orally and in writing while defending their conclusions.

The curriculum for students in grades 6-8 includes further exploration of cause and effect relationships while also connecting knowledge of concepts to real world examples and solidifying congruence between students' understanding of phenomena to that of the scientific community. Investigations are more student-directed, from the guiding question through the scientific procedures to the organizing, analyzing and reporting of data. Within each unit of instruction in grades 6-8, students employ the skills of scientists as they make connections with respect to the content of the unit using the methods of science. The scientific method is consistently integrated into content units throughout the year, and students conduct science investigations through both closed lab investigations and through open investigations in response to the questions being raised during content studies.

Social Studies

The Social Studies curriculum ensures that students are not only prepared for high school and college, but also prepared for the rest of their lives as global citizens. According to ACT, developing students' understanding in the disciplines of history, culture, economics, and civics ensures that they are ready for college. In addition to supporting learning in these areas, the Social Studies curriculum also allows students to develop and utilize critical thinking skills by making connections, inferences, and arguments around the content and skills they are learning in these disciplines. This focus on content, skills, and critical thinking produces students who are knowledgeable in Social Studies and who are prepared to participate in society as informed citizens.

The curriculum emphasizes the Social Studies disciplines that best prepare students to be intelligent members of society. Students who master the Social Studies curriculum understand how geography and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of our shared national and world history and are able to make connections between the past and present and between cultures and government systems that are familiar and those that are not.

Specifically, the Social Studies curriculum in grades K-2 focuses on students being able to describe basic historical events, people, and conflicts and to develop an understanding of their own culture and local community. In these early grades, students begin to become exposed to the history and cultures of places around the world to expand their knowledge beyond what is in close proximity to them. By grades 3-5, the curriculum helps students describe historical happenings in more detail while allowing them to comment on how these happenings had an impact on other historical occurrences in American and world cultures. By grades 6-8, students are regularly practicing how to make connections between historical events in the United States and the world and current events, as well as developing their knowledge of the relationship between geography, history, economics, and culture.

The Social Studies curriculum also supports learning geography, economics, and civics. In the primary grades, students become familiar with basic geographical representations, economic concepts and resources, and functions of government by studying local examples of their community and school. In the intermediate grades, the curriculum gives students opportunities to extend this basic knowledge to gather more complex information, describe concepts in more detail, and deepen their understanding of the relationship between geography, economics, and civics. Third through fifth grade students extend their learning by studying these relationships through national examples. In the middle school grades, the curriculum helps the students use their knowledge of geography, economics, and civics to make generalizations about countries around the world, to compare these countries to the United States, and to describe how these disciplines work together in a global society.

Character Development

Because teaching virtues is integral to the development of children and to preparedness for high school and college, the curriculum includes explicit, integrated character development. This component of the curriculum, which we call Moral Focus, identifies the skills, behaviors, character traits, and virtues that students need to apply their academic learning as citizens and to be successful learners in high school and college. A comprehensive character development approach, drawing from both the *Smart & Good Schools Initiative*⁵ and the Greek Cardinal Virtues, is focused through the study of Moral Character, Performance Character, and Social Character.

Moral Character guides students towards becoming their best self. Through the curriculum, students learn that character is defined by the virtues that they incorporate as a consistent part of their behavior. They also learn that they, as individuals, bear the responsibility for developing these virtues. This aspect of the curriculum consists of a school wide focus around nine monthly virtues, which were derived from the Greek Cardinal Virtues. Students develop these virtues through explicit teaching and integrated practice until they become settled habits. Each monthly virtue is comprised of three focus virtues that build from kindergarten to eighth grade. This allows students to acquire a deep understanding of each virtue. Each monthly focus virtue within the curriculum is clearly defined within the curriculum and includes expected student behavior as it relates to that virtue.

Performance Character helps students grow in their ability to do their best work. Through the study of performance character, students learn that effort creates ability and that achievement must be earned. Students learn to strive for excellence in all that they do, work hard to overcome obstacles, find joy in a job well done, and develop the work and study habits needed to succeed in school and life. Students develop the skills to take ownership of their learning, and they acquire the tools needed to be able to define, prioritize, and complete tasks independently and utilize their time efficiently. In addition to these academic strategies, students learn to set goals for improvement and to monitor their progress in meeting those goals.

Social Character focuses on the skills students need to interact best with others. The social character aspect of the character development curriculum enhances students' ability to listen and be understood by others. Students learn to identify and manage their emotions in order to regulate their behavior and make wise choices. They consider possible outcomes, alternatives, and consequences to their choices with the understanding that they alone are responsible for their actions. Students also acquire the tools needed to have effective and lasting interpersonal relationships with others.

⁵ See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4th and 5th Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

Students learn to internalize these concepts through the intentional and consistent focus on the application of character development concepts throughout all aspects of school life. The character development curriculum is not another subject to be taught during the school day. It defines the character traits and behaviors that need to be consistently and intentionally modeled for and exhibited by students at all times throughout the day; complete integration is thus essential for students to learn the importance of developing and maintaining a strong personal character and the qualities necessary for success as both a student and a citizen. Through consistent modeling and integration of the virtues and behaviors identified in the character development curriculum, staff and students create a learning environment built on a foundation of respect and care where everyone works hard to achieve academic goals and improve school culture.

Art

Study in Art allows students to explore the many different aspects of this subject while acquiring an understanding of the significant role art has played and plays in the expression of ideas throughout history and the current age. Students in lower grades learn to recognize and describe art forms from a variety of historical eras and places, and they also learn that art takes many forms and has many purposes. Students study and reproduce styles and techniques used by artists and discuss the qualities of art by examining that of artists and critiquing their own work. Students in upper elementary and middle school focus on comparing and contrasting artwork from different time periods, cultures, artists and mediums. Historical and contemporary art are studied as students create a variety of original works using appropriate styles and mediums to express and communicate themes, tone, mood, and images.

Music

In music, students study the basics of music theory, music appreciation, and great composers and their works. Students first learn to identify basic music forms and patterns, to describe the elements of music using appropriate music vocabulary, and to sing and play basic classroom instruments. By listening to a variety of music, students also compare and contrast music from different composers, historical periods, cultures, styles, and genres. Students continue to refine their musical knowledge and skills through singing, playing, improvising, and composing. They learn to identify and use key signature, meter signature, notation, bass and treble clef, tempo, and dynamic markings and they also learn to perform and respond to the cues of the conductor and make necessary adjustments. Students also continue to listen to and evaluate many types of music from historical eras, genres, composers, and cultures and describe how music communicates mood, tone, and images.

Physical Education

Physical education includes a sequence of developmental experiences whereby children learn through movement. Students initially learn and practice basic non-locomotor skills and

locomotor skills, learn to manipulate objects through throwing, catching, striking, pushing, pulling, and climbing, and take part in a variety of individual and group activities and games in order to increase their body awareness, practice new skills, and learn to move safely with respect to other people. Students also begin to learn about the physical and mental benefits of a healthy lifestyle that is characterized by physical activity. Students then use locomotor skills in more complex ways and the concepts of fairness, positive attitude, teamwork, and sportsmanship are learned. Students learn to recognize the correlation between practice and mastery of skill and complete various types of drills and routines in order to increase their own abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

Library and Technology

The Library and Educational Technology Program is designed to expose students to a wide variety of classic and contemporary literature, to instill a life-long love of reading, and to develop their information literacy skills. The library and educational technology collections contain specific materials that support the curriculum and provide students with quality literature and a variety of informational and technological resources. The Library and Educational Technology Program is built on the expectations for students derived from the *Big6* model for teaching information skills created by Mike Eisenberg and Bob Berkowitz (1998) and Information Literacy Standards developed by the American Association of School Librarians (AASL) and the Association for Educational Communications and Technology (AECT). Technology has a supporting role in the context of the core academic curriculum. The school's Library staff works with classroom teachers to help plan and integrate lessons and provide resources, and students use technology to research, compose, and present information related to topics studied in other content area classes.

Evidence/Research of Viability of Curriculum

Schools utilizing the NHA Curriculum have a track-record of academic success with students, regardless of socio-economic or other factors. This track-record has been achieved through top-quartile academic growth rates that lead ultimately to higher proficiency rates. Evidence that demonstrates the effectiveness of NHA's educational approach is notable.

Following are a number of high-level statistics for NHA partner schools:

- State test results for the 2010-11 school year revealed that NHA partner schools have a higher rate of proficiency than their respective local school district 74% of the time.
- NHA partner schools' fall-to-spring growth on nationally-normed assessments places it at the 75th percentile nationally over the course of the last five years. This academic growth accomplishment is attained regardless of the student demographic and without consideration of the demographic of the national sample used.

- NHA partner school's rate of growth for students below grade level for the 2010-11 school year was 139% as compared to the national average of 100%.
- With over 45,000 students and over 60% qualifying for free and reduced-price lunch, NHA partner schools collectively would rank as one of the 100 largest urban school districts in the country.

NHA partner schools have established a commendable academic record serving students who are the most likely to be in academic risk, thereby establishing the viability of the curriculum.

B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as follows:

... classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the community school's contract and are:

- (1) provided by or supervised by a licensed teacher;**
- (2) goal oriented; and**
- (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity” (emphasis added). See OAC 3301-102-02**

Description of classroom-based learning opportunities are described in sections A, C, and D.

C. Focus, Mission, Philosophy, Goals and Objectives

Focus

A number of core beliefs stand together to provide the focus for Pathway School of Discovery's educational program. These core beliefs are the foundation upon which the school's educational program has been built and serve as guide-posts for the school as it works to prepare students for high school, college, and life success.

K-8 School Design

If students are to be adequately prepared for rigorous high school programming that leads to college readiness, then their elementary and middle school educational opportunities and experiences are critically important. Our K-8 school design is central to ensuring a significant early investment in the lives of the students we serve.

Research shows that learning during the formative years of students' lives is foundational to their future academic success.⁶ A student's reading skill at the end of third grade, for example, is a reasonably accurate predictor of whether or not that student will graduate from high school.⁷ Early performance is important in all academic areas, and high-quality schooling across core academic content areas in the primary years is absolutely essential for later success in school and life. Studies by ACT note specifically that "the level of academic achievement that students attain by eighth grade has a larger impact on their college and career readiness . . . than anything that happens academically in high school."⁸ The academic preparedness of students upon entry to high school greatly affects their subsequent attainment: 82% of students who are placed in their high school's most intense curriculum go on to complete a bachelor's degree, compared to only 9% of those who are placed in their high school's least intense curriculum.⁹ Our focus on providing exceptional learning opportunities for students in grades K-8 ensures that Pathway School of Discovery students receive the high-quality education they deserve and that they are well prepared for rigorous high school study, leading to college readiness and life success.

The K-8 school design is not just beneficial to students academically, but prepares them to achieve success socially and emotionally as well.¹⁰ Some suggest that the K-8 model is a more effective approach than the standard elementary, middle, and high school models that many schools utilize. The transition to middle school can be highly challenging for many students at a time in their lives when they may not yet be prepared to cope with the increased responsibility and social pressures of middle school. This can result in regression on academic, emotional, and social fronts as students seek to find their footing in a new and unknown environment. A consistent K-8 schooling experience, with less transition and greater stability, serves to ensure that students develop appropriately during their middle school years and better prepares them to face the challenges of high school. In short, as a K-8 school, Pathway School of Discovery not only provides students with the foundation they need to be successful academically, but also provides its students with a greater sense of stability, security, and community as they traverse their important adolescent years.

⁶ George Kuh, Jillian Kinzie, Jennifer Buckley, Brian Bridges, & John Hayek, *What Matters to Student Success: A Review of the Literature*. (National Postsecondary Education Cooperative, 2006).

⁷ National Research Council, *Preventing Reading Difficulties in Young Children*, eds. Catherine E. Snow, Susan Burns, and Peg Griffin, Committee on the Prevention of Reading Difficulties in Young Children (Washington, DC: National Academy Press, 1998).

⁸ ACT, *The Forgotten Middle: Ensuring that All Students Are on Target for College and Career Readiness before High School* (Iowa City, IA: ACT, 2008).

⁹ Clifford Adelman, *The Toolbox Revisited: Paths to Degree Completion from High School Through College* (Washington DC: U.S. Department of Education, 2006).

¹⁰ Pricilla Pardini, "Revival of the K-8 School: Criticism of Middle Schools Fuels Renewed Interest in a School Configuration of Yesteryear," *School Administrator*, March 1, 2002; Anne Marie Chaker, "Middle School Goes out of Fashion: Amid Evidence Kids Struggle to Move to Junior High, Districts Shift to K-8 Model," *The Wall Street Journal*, April 6, 2005; Marc S. Tucker and Judy B. Coddling, *Standards for our Schools: How to Set Them, Measure Them, and Reach Them* (San Francisco, CA: Jossey Bass, 1998).

Character Development

Teaching virtues is not optional in a school; it is inevitable. In effect, a school teaches virtues in everything it does—from the way students are treated by teachers and staff, to the way the principal treats teachers, to how students treat and are allowed to treat their peers. The virtues that students encounter within the four walls of the school have a significant effect on their development. Because of this, the teaching of virtues at Pathway School of Discovery is an explicit and integrated component of the school's educational program.¹¹

A school's culture and student behavior directly correlate with student achievement. "Most [children] have to pay attention, study the material, and do their homework carefully if they are to achieve in high school. These behaviors don't come naturally. They have to be learned and practiced and gradually integrated into a person's character."¹² Research shows that the teaching of virtues is helpful not only in terms of promoting students' academic success, but also in terms of promoting a school climate and culture that are highly conducive to teaching and learning. Teaching virtues at Pathway School of Discovery helps the school ensure that each student is cared for as a family cares for its children and that each student is prepared for rigorous high school and college educational experiences.

Learning is an Adult Responsibility

Student learning at Pathway School of Discovery is, first and foremost, an adult responsibility. Nothing has a greater impact on student learning than great teaching in every classroom. If a student does not master the material that is taught in a classroom, the student has not failed; rather, the school has failed the student. In cases where students do not learn as expected, instruction must be adjusted in order to ensure that appropriate learning takes place for all students. Research has shown that the quality of instruction strongly predicts the level of learning in a classroom—more strongly than does a student's race or income.¹³

A typical student who scores at the 50th percentile in mathematics is likely to continue scoring at the 50th percentile two years later, if he or she has an average teacher and attends an average school. However, that same student—with an effective teacher in an effective school—would rise to the 96th percentile within that same two-year period. Conversely, an average student would decline to the 3rd percentile over that time period with an ineffective teacher.¹⁴ A vast

¹¹ See Section A for details pertaining to the school's character development program, including its Moral Focus curriculum.

¹² Kevin Ryan, "Character Education: Our High Schools' Missing Link," *Education Week*, January 29, 2003.

¹³ Linda Darling-Hammond, "Teacher Quality and Student Achievement: A Review of State Policy Evidence," Center for the Study of Teaching and Policy, University of Washington, 1999, Available from <http://www.politicalscience.uncc.edu/godwink/PPOL8687/WK11March%2029%20Teachers/Darling-Hammond%20Review%20essay%20on%20teacher%20quality%20and%20outcomes.pdf>.

¹⁴ Kirsten Miller, "School, Teacher, and Leadership Impacts on Student Achievement," *Policy Brief*, Mid-continent Research for Education and Learning, November 2003 available from

body of research supports the finding that students' learning is influenced by the content knowledge, pedagogical knowledge, and classroom management skills of their teachers. As such, the school works to manage instruction to ensure that students receive consistent, high-quality instruction during their time at Pathway School of Discovery.

We believe that having one principal manage nearly every employee in the school does not set our school up for success. "One of the common misconceptions about leadership at the school level is that it should reside with a single individual—namely the principal."¹⁵ In order to create a different kind of school culture, both a principal and other school leaders are needed. A "strong leadership team," including "the principal and other administrators operating as key players and working with a dedicated group of classroom teachers" is essential to the success of the school.¹⁶ In order to effectively manage instruction, we have adopted a distributed leadership model through which the principal is supported by three deans. This model allows teachers to receive frequent classroom observation and feedback from school leaders.

Quality instruction is the result of clear expectations for teachers, frequent observation, consistent feedback and coaching, and an intentional focus on developing professional practices through ongoing learning and coaching and the collaborative work of a professional learning community. Pathway School of Discovery has implemented a system to hire the most qualified teachers, provide high-quality professional development opportunities, hold teachers accountable for academic results, and support them through weekly classroom observations and feedback. In this way, the school effectively ensures appropriate learning for all students.

College Readiness

If we are to accomplish our mission, students must leave Pathway School of Discovery after 8th Grade well-prepared for success in high school, ready to enroll in rigorous high school programming that continues to prepare them for college and career placement. Students must also understand, however, that success in high school, college, and life is not only about academic aptitude; other factors affect success as well. Indeed, both academic and psychosocial factors have a bearing on how students succeed in school and in life.

The school's educational program includes a focus on developing college readiness in all students. Pathway School of Discovery promotes college readiness through a focus on both academic and psychosocial factors that influence school and life success: students develop key academic skills and strategies and master content knowledge necessary to succeed in high school and beyond; they develop behavioral, attitudinal, and perceptual attributes correlated with

http://www.mcrel.org/PDF/PolicyBriefs/5032PI_PBSchoolTeacherLeaderBrief.pdf; Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

¹⁵ Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

¹⁶ *Ibid.*

college and life success; and they develop contextual knowledge about high-school and college placement.¹⁷

These core beliefs, taken together, articulate the focus of the school and are the foundation of the school. Through an intentional focus on implementing an educational program designed with these beliefs in view, we will continue meeting the needs and expectations of the families and students who choose Pathway School of Discovery.

Mission

Working in partnership with parents and community, the Pathway School of Discovery mission is to become one of the finest K-8 schools in the country. We offer a challenging, character-based education through a rigorous curriculum with high academic and social expectations. Our school prioritizes the academic program and instructional time so that each student reads, computes, and writes at or above grade level. We expect our students to master basic skills and realize their full academic potential in preparation for higher education and adulthood.

Educational Philosophy

“Schools can have a tremendous impact on student achievement if they follow the direction provided by the research,” writes nationally-recognized education researcher Robert Marzano.¹⁸ Marzano identifies a number of school-level and teacher-level factors—akin to those identified through Effective Schools research—that have a high-probability of increasing student learning. Pathway School of Discovery’s educational philosophy is grounded in those methodologies that research has shown to be effective in increasing student achievement.

As a result of its partnership with NHA, Pathway School of Discovery benefits from a systemic implementation of school- and teacher-level factors that have been shown to produce positive results in terms of student learning. School-level factors include a guaranteed and viable curriculum, challenging goals and effective feedback for students, parent and community involvement, safe and orderly environment, and collegiality and professionalism. Teacher-level factors include instructional strategies, classroom management, and classroom curricular design. By implementing an educational program designed to include these strategies, which have the greatest positive impact on student learning, Pathway School of Discovery ensures strong academic performance from its students.

Pathway School of Discovery believes that great schools are synonymous with great instruction, and great instruction is a function of the right people, doing the right things the right way. We are intentional in our efforts to attract, develop, and retain exceptional talent; talented people

¹⁷ Adapted from David Conley, *Toward a More Comprehensive Definition of College Readiness* (Eugene, WA: EPIC, 2007).

¹⁸ Marzano, R. (2003). *What works in schools: Translating research into action*. Alexandria, VA: ASCD.

operate, in turn, within a system that is designed to promote student success at the highest possible level.

With the knowledge that the greatest impact on student learning is the quality of instruction, each part of the educational program is designed to create the norms and conditions for exemplary instruction for each student. In order to know if we are fulfilling our responsibility of student learning, we measure results at the student, classroom, teacher, and school level. These results inform our decisions from accountability to intervention. With data to inform decisions, relationships with students and amongst adults enable us to act on evidence. An intentional school climate and culture is established where all in the building behave with care for each student, as a family does for its children, with the goal of self-managed classrooms.

Time is a critical resource for learning. Given this, classroom and school schedules reflect the principle that we need to calendarize priorities: math and English language arts are scheduled in the morning; science and social studies are a focused priority; joint planning is scheduled to organize the implementation of the curriculum; teachers collaboratively create, share, and refine lessons and units of instruction, and examine student work as evidence of student learning together in learning communities. A distributed and shared leadership structure allows school leaders to manage instruction by observing and meeting one-on-one with the teachers they manage on a weekly, scheduled basis, in order to provide feedback and coaching.

The curriculum is deliberate in its college-preparatory design by defining essential learning goals for all students. Since college and life success require more than just aptitude, we teach virtues as an integrated but explicit part of the curriculum. The formative assessment process, which is a planned process through which teachers and students use frequent, varying, and ongoing assessment-based evidence to adjust what they are doing, is utilized to implement and assess the intended curriculum. Additionally, the school utilizes common curricular materials that effectively support instruction and are aligned with the curriculum.

A shared expectation across the school is that classrooms exemplify engagement, clarity of instructional intent, and rigor. This is accomplished through effective instruction, classroom management, and classroom curriculum design techniques. Further, teachers, staff, and school leaders work to engage parents by initiating a positive relationship between the school and home. In short, the school is designed to be a place where best practices become common practice.

Goals and Objectives

Pathway School of Discovery's academic goals can be found in Attachment 6.4. The educational goals and objectives are further detailed in the attached curriculum CD.

D. Instructional Delivery Methods

While the curriculum identifies and communicates what is essential for students to know and be able to do, classroom instruction drives student engagement with the curriculum. As such, instructional methods and strategies employed by teachers at Pathway School of Discovery are designed to promote engagement, to include clarity of instructional intent, and to be appropriately rigorous. Instruction takes various forms, including focused lessons, guided instruction, collaborative learning, and independent work.¹⁹ The best approach is contextually-driven and contingent upon students' progress toward meeting instructional goals.

Focused lessons, when employed, may include direct instruction, modeling, demonstration, development of metacognitive awareness, and/or teacher think-alouds, among other methods, and they may be conducted in whole-group or small-group settings as student need dictates. Guided instruction may be done with large groups or with small, needs-based groups during workshop time or during content-area learning blocks. Guided instruction, when provided in small-group settings, allows teachers to differentiate instruction in purposeful, meaningful ways in order to meet student needs. Collaborative learning may be used in order to provide opportunities for students to learn from peers, to discuss or debate ideas and information, or participate in collaborative, inquiry-based learning of curricular content. Finally, independent work is sometimes used to provide students with time to practice applying skills or knowledge that has been previously learned, to extend individual learning through the application of knowledge and skills to novel situations, or to promote the individual development of higher order thinking skills.

Beyond this, pedagogy at Pathway School of Discovery includes effective, research-based instructional strategies embedded within daily lesson plans and implemented during instruction. Strategies that have high probabilities of effectiveness are utilized based on the expected student learning outcomes of the lesson and are employed by teachers in accordance with student need. Such instructional strategies include the following, which have been identified as highly effective by researchers at Mid-continent Research for Education and Learning (McREL): (1) Identifying Similarities and Differences; (2) Summarizing and Note Taking; (3) Reinforcing Effort and Providing Recognition; (4) Homework and Practice; (5) Nonlinguistic Representations; (6) Cooperative Learning; (7) Setting Objectives and Providing Feedback; (8) Generating and Testing Hypotheses; and (9) Cues, Questions, and Advanced Organizers.²⁰ Teachers at Pathway School of Discovery integrate these methods into their instruction as appropriate, based both on student need and what research identifies as the most effective approach for content delivery.

The instructional approach employed by teachers at Pathway School of Discovery ensures that

¹⁹ Douglas Fisher and Nancy Frey, *Better Learning through Structured Teaching* (Alexandria, VA: ASCD, 2008).

²⁰ See Robert Marzano, Debra Pickering, and Jane Pollock, *Classroom Instruction that Works: Research-Based Strategies for Increasing Student Achievement* (Upper Saddle River, NJ: Pearson Education, Inc., 2001).

students master the essential learning goals articulated by the curriculum and develop college readiness in accordance with the school's educational design and the aligned standards adopted by the Ohio Department of Education. As teachers plan and implement instruction using these instructional methods and strategies, students gain the knowledge, proficiency, and skills needed to perform at high levels.

Because effective instruction is the result of intentional planning, instruction at Pathway School of Discovery is driven by a unique and collaborative planning approach that includes the implementation of a formative assessment process. This approach to planning is characterized by three sequential but interrelated steps: year-long planning, unit planning, and daily planning.

Year-long Planning

Teachers collaborate within grade level team members in order to develop an instructional pacing framework each school year. Through this process of year-long planning, teachers sequence all Educational Objectives and assessment opportunities within each content area for a specific grade level and are organized by quarter or month. Year-long plans are adjusted frequently over the course of the year, as student need dictates, and serve as the outline by which teachers develop more detailed unit plans, organize daily instruction, and develop year-long plans for subsequent school years.

Teachers and their grade level teams use multiple sources of data, such as formative assessment data, state OAA assessment data, Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) assessment data, and other assessment data to identify instructional areas for focus and improvement.

Unit Planning

During unit-level planning, teachers collaborate to develop units of instruction for each Educational Objective and to determine opportunities to formatively assess student learning during the instructional process. As they develop unit plans, teachers develop end-of-instruction assessments and plan for opportunities to make adjustments to instruction based on student learning progress.

Teachers use a formative assessment process to implement the curriculum. Although various definitions and practices exist with respect to formative assessment, we have adopted W. James Popham's definition. He says, "Formative assessment is a planned process in which assessment-elicited evidence of students' status is used by teachers to adjust their ongoing instructional procedures or by students to adjust their current learning tactics." Popham identifies a number of characteristics of formative assessment, noting that it:

- Is a process, not any particular test.
- Is used not only by teachers, but also by students.

- Takes place during the instructional process.
- Provides assessment-based feedback to teachers and students.
- Helps teachers and students make adjustments that will improve students' achievement of intended educational objectives.²¹

The components of the formative assessment process are: 1) Identifying Objectives and Determining End-of-Instruction Assessments; 2) Developing Building Blocks; 3) Analyzing Evidence; and 4) Responding to Evidence. These are detailed below.

Identifying Objectives and Determining End-of-Instruction Assessments

During the formative assessment process, teachers first collaborate to identify objectives for instruction based on the year-long plan. Then teachers develop end-of-instruction assessments to determine students' status at the end of each unit. Assessment methods are selected based on the learning goal and sound assessment design. This "assessment-influenced" approach is important, for through it teachers "exemplify the curricular aim or aims being sought and ultimately decide what mastery of those aims looks like—what its mastery calls for a student to be able to do."²²

Developing Building Blocks

After the Educational Objectives are reviewed and appropriate end-of-instruction assessments are determined, grade-level teams identify building blocks of instruction that scaffold student learning toward mastery of each Educational Objective. These building blocks are used to construct a variety of formative assessments that are woven into daily instruction and serve as check points during the learning process. Grade level teams utilize the building block assessments across their classrooms. The school's electronic gradebook, provided within AtSchool®, allow teachers to record student scores on these assessments. Both teachers and students track their progress over time.

Analyzing Evidence

Whether gathered through building block assessments or end-of-instruction assessments, teachers analyze evidence at the student and classroom level. The specificity of these assessments enables teachers to determine exactly what knowledge or skills need further development for particular students. As teachers meet to examine student work, they gauge the effectiveness of their instruction and determine students' degree of mastery of the Educational Objectives. They analyze evidence to discover student misconceptions and to identify knowledge or skill gaps that may inhibit success. Grade-level teams also analyze end-of-instruction assessments to ensure that the curriculum is coherent across classrooms within the school.

²¹ Popham, W. James. (2008). *Transformative assessment*. Alexandria, VA: ASCD.

²² Popham, W. James. (2009). *Instruction that measures up*. Alexandria, VA: ASCD.

Responding to Evidence

As units are prepared, teachers identify opportunities for planned instructional adjustments in case students do not learn as expected. Teachers may then make these adjustments during the course of unit instruction, as prompted by evidence from the building block assessments or summative assessments. If learning progresses more quickly than expected, then instruction moves at an accelerated rate through the unit plan. However, if learning progresses more slowly than expected, then more time is spent delivering instruction within the unit. Because students track their own progress, they know precisely what they need to focus on to improve their learning. Teachers consider end-of-instruction assessment evidence as they develop subsequent units of instruction.

Daily Planning

Daily planning allows teachers to connect Educational Objectives with instructional resources, effective teaching strategies, and instructional methods that best support student learning. Daily planning includes developing strategies to check for understanding on an ongoing basis and determining if learning activities are provided intellectual engagement for each student. Teachers work backward from the unit plan to structure instruction in the way that best leads to mastery of Educational Objectives. In addition, the teacher's daily instructional objectives are presented in student-friendly language through "I Can" statements. These "I Can" statements are incorporated into lessons so that students know precisely what their learning goal is and can articulate it in their own terms.

E. School Calendar (including adequate contingency days)

On Following Page

Pathway School of Discovery 2012-13 School Year

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

* July 23-26 NHA-U, Grand Rapids, MI
 * July 27, Principal Meeting
 * July 29-Aug 3 NTO (school specific) GRapids, MI
 9th-10th Teachers Report; 13th Staff PD
 14th PD, Open House; 15th First Day of School
 15th-21st K Screening
 22nd & 23rd K Stagger Start; 24th All K

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd Labor Day
 17th Progress Reports

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1st-5th Count Week
 11th End of 1st Qtr; 12th Staff PD
 15th-19th PT Conferences
 22nd-26th Fall Break
 29th School Resumes

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

*8-9 Dean Training
 21st-23rd Thanksgiving Break
 26th Progress Reports

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24th-Jan 4th Winter Break

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st New Years Day
 7th School Resumes; 11th End 2nd Qtr
 14th Staff PD
 21st MLK Jr Day

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

*4th-6th NTO, Grand Rapids, MI
 18th Presidents Day; 19th Progress Reports

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21st End of 3rd Qtr; 22nd Staff PD
 25th-28th PT Conference; 29th Good Friday

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1st - 5th Spring Break
 8th School Resumes
 22nd OAA Begins

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31




6th Progress Reports
 27th Memorial Day; 28th Staff PD

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6th Last Day of School, End of 4th Qtr
 7th & 10th Room Prep

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4th Independence Day

 Students **Do Not Report**/ Staff Report All Day
 Students Report **Half Day**/ Staff Report All Day
 Students/ Staff **Do Not Report**

Last Update: 1/26/2012
 180 School Days
 8:00am-3:05pm School Hours
 8:00am-12:00pm (half)

ATTACHMENT 6.4

Performance Standards, Testing and Assessments, Goals, Initial and Yearly Performance Benchmarking

(Also, address attendance rates, teacher turnover, student re-enrollment, parent satisfaction, success of mission driven programs (such as Career Technical, or otherwise) special education program and compliance, assessments (internal and state required), performance index scores, Adequate Yearly Progress-, graduation rates and graduation tests, and any internal goals and missions affecting educational performance and assessments.)

ATTACHMENT 6.4, continued

Sponsor's Monitoring of Assessments and Goals shall include but not be limited to the following:

1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses or corrective action plans concerning a specific area or areas causing the drop in ranking.
2. If the School drops two or more ranking levels in Ohio Report Card standing, or, drops to the lowest report card ranking, the Sponsor may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the administration or Board of Directors to identify issues, or any other means of inducing academic improvement.

The above monitoring is not a pre-condition to any disciplinary process allowed by law, is not a mandatory Sponsor responsibility, and is in addition to any and all disciplinary procedures allowed by law.

ATTACHMENT 6.4

Performance Standards, Testing and Assessments, Goals, Initial and Yearly Performance Benchmarking

1. Each year, the School shall pursue achieving 75% proficiency or above on Ohio's Annual Achievement Assessment on tested subjects in grades 3-8 in accordance with Ohio law.
2. Each year, the School shall obtain a designation of "continuous improvement" by obtaining a performance index score of at least 80.0 or meeting AYP.
3. Each year, the percent of students enrolled in the School performing at or above proficient on the Ohio Achievement Assessment (OAA) in each tested grade will, in 50% or more of the grades, exceed the average performance of students tested in the same grades and subjects in the Local School District.
4. Each year, the School will be in the 50th percentile or higher of public schools nationally as measured by the percentage of students that meet or exceed beginning of year to end of year MAP growth on the NWEA mathematics, reading and language usage.
5. Each year, the School shall pursue meeting or exceeding the 93% attendance rate in accordance with Ohio law.
6. Over the term of the current contract, average yearly attrition will not exceed 25%.
7. Each year, the School shall pursue meeting or exceeding a net promoter score of 60% on parent satisfaction surveys. Net promoter score is based on the likelihood of a parent to recommend the school to others.
8. The School will retain 70% of teachers year over year excluding those teachers who leave for medical, maternity, relocation, retirement or performance reasons.

ATTACHMENT 6.5

Commitment to Racial and Ethnic Balance (Plan to Achieve and Continue)

Attachment 6.5

I. Commitment to Racial and Ethnic Balance

The School will serve general population students and will not discriminate in its enrollment or admission procedures.

Our admission policy promotes the inclusion of all students, regardless of race, ethnicity, gender, learning ability or physical disability. It is our goal that the school's student population demographically reflects the community's population. We will market to the community surrounding the school to the fullest extent possible to support this goal.

II. Plan to Achieve or Continue

The school will use a variety of methods to promote a racial and ethnic balance that reflects the population of the surrounding area. Our marketing plan will include:

1. Demographics of the area
2. Population counts in the target location
3. List of all radio stations, including those serving ethnic groups
4. List of all newspapers, including community papers
5. List of community organizations (churches, boy's and girl's clubs, local businesses, child care, libraries and organizations serving ethnic groups)

The school's marketing team will develop the following relationships:

- A. Contact real estate offices to set up presentations and provide them with brochures
- B. Contact child care centers and pre-schools, develop relationships with director and promote Kindergarten field trips and Kindergarten workshops
- C. Distribute flyers to locations where families or parents congregate
- D. Contact "welcome wagon" organizations
- E. Contact recreation leagues for children (i.e. soccer clubs, gymnastics, etc.)
- F. Contact organization serving ethnic populations
- G. Investigate advertising opportunities
- H. Contact all parents who have indicated an interest in the school
- I. Involvement in and presentations to service clubs

ATTACHMENT 6.7

Suspension, Expulsion, Permanent Exclusion Policy
Due Process Procedures
Policy for Discipline, Suspension, Expulsion of Disabled Students

Student Responsibility: Student Code of Conduct

Our goal is to offer a quality education program. To fulfill this goal, students need a positive, safe, and orderly school environment in which learning can take place without disruption. Students who do not observe the rules of good conduct in the classroom or on the playground decrease both the learning and safety of others and their own opportunities to learn. Therefore, our staff takes a very proactive role in enforcing the Student Code of Conduct outlined below.

Students are expected to demonstrate respect and courtesy by obeying staff members, being kind to others, and being considerate of others' and the school's property.

Acts of Misconduct

The acts of misconduct listed in this Student Code of Conduct are not to be construed as an all-inclusive list or as a limitation upon the authority of school officials to deal appropriately with other types of conduct which interfere with the good order of the school, the proper functioning of the educational process, or the health and safety of students.

The following list includes examples of prohibited student conduct. Parents or students who are unsure of what conduct is prohibited by each act should consult with the principal. This list is not all-inclusive. Additionally, a student who engages in an act of misconduct that violates the law may be referred to law enforcement.

Students are expected to follow the Code of Conduct when

- on school property;
- in a motor vehicle being used for a school related purpose;
- at a school-related activity, function or event;
- en route to or from school;
- at any time or place when the student's behavior has a direct and immediate effect on maintaining order, safety, health and discipline in the school

Acts of misconduct include, but are not limited to, the following:

- Failing to cooperate with or persistently disobeying staff members or volunteers
- Improperly communicating with staff members, volunteers, or students
- Use of profane and/or inappropriate language
- Behaving or dressing indecently (including public displays of affection having sexual connotations)
- Disrupting school or violating building rules and regulations
- Fighting with, assaulting, verbally assaulting, harassing, or cyber-bullying others
- Violating the Technology Use and Internet Safety Policy
- Violations of rules or policies as set forth in the Parent and Student Handbook
- Committing arson
- Committing criminal sexual conduct
- Acts committed while enrolled at another school*
- Performing coercion, extortion, or blackmail
- Trespassing or loitering
- Visiting school property or attending school activities while suspended or expelled

- Making false alarms
- Making false allegations against staff, volunteers, or students
- Falsifying records, being dishonest, cheating, and plagiarizing
- Misusing copyrighted material
- Being excessively tardy or absent
- Smoking or using tobacco products
- Damaging or stealing property or possessing stolen property
- Possessing electronic communication devices, laser pointers, fireworks, explosives, chemical substances, alcohol, drugs, narcotic drugs, counterfeit substances, weapons, dangerous instruments, look-a-like weapons, and personal protection devices (e.g., tasers, mace, and pepper-spray)
- Committing other criminal acts not included here
- Harassment, intimidation, or bullying including behavior or gestures which symbolize gang membership or causing and/or participating in activities which intimidate or affect the attendance of another student.
- Gang activity: means any conduct engaged in by a student on behalf of a gang, to perpetuate the existence of a gang, to affect the common purpose or design of a gang, or to represent gang affiliation, loyalty or membership (also see the school's Dress Code). These activities include recruiting, threatening or intimidating other students or staff in furtherance of a gang's purpose or activities. Gang means any organization, association, or group of three or more persons who one of its activities being the commission of criminal acts and which has an identifying name or sign or symbol.

*If your child has been suspended or expelled from another Ohio school, your child will be offered an opportunity for an informal hearing before the Principal to determine whether the school will honor the suspension or expulsion as initially imposed by the other Ohio school. If the school chooses to honor the disciplinary removal imposed by the other school then your child will be temporarily denied admittance to the school until after the suspension or expulsion expires.

If your child has been expelled or otherwise removed for disciplinary purposes from a public school in another state, your child will be offered an opportunity for an informal hearing before the Principal. Based on the outcome of the hearing, your child may be denied admittance to the school for the shorter of the period of the removal or the period of removal which would have been applied had the student committed the same offense in the school.

Disciplinary Procedures

A student may be disciplined at any level depending upon the frequency and/or severity of the act of misconduct. A Behavior Referral Report will be completed for each violation of the Code of Conduct and copies are made for the parent and kept in the student's file. Discipline records will be included in any student file properly requested by the parent to be transferred to a subsequent school. Corporal punishment is prohibited as a means of discipline.

Level 1 EARLY INTERVENTION: The behavior may be a violation of the code of conduct or a disruption of the orderly operation of the classroom or a school activity. The inappropriate behavior with the student is addressed.

Level 2 PARENT NOTIFICATION: The parent is notified by mail or a note home of the misbehavior.

Level 3 PARENT CONTACT: A conference with the parent is held in order to discuss the incident and appropriate disciplinary action.

Level 4 BEHAVIOR CORRECTIVE ACTION PLAN (B-CAP): When the behavior(s) has reached a level of disruption of the academic process a conference with the parents, teacher and/or principal will be held in order to implement a B-CAP. A B-CAP will take into consideration the cause of the inappropriate behavior, positive interventions that might be utilized to diminish the inappropriate behavior and necessary consequences that will take place if the behavior continues. The B-CAP shall be signed by all parties and copies are made for the parent and kept in the student's file. If the disciplinary action is related to unexcused tardies or absences an Attendance Corrective Action Plan (A-CAP) will be implemented.

Level 5 SUSPENSION OF 10 SCHOOL DAYS OR LESS OR OTHER DISCIPLINARY INTERVENTIONS: When the act of misconduct disrupts the school environment, the resulting consequence issued by the school administration may include suspension of up to 10 school days, or other disciplinary interventions such as restitution, counseling and exclusion from school activities. The school administration may convene a meeting with the student, parents and others to develop or update an existing Behavior Contract that outlines the expected behavior and disciplinary action. The Behavior Contract shall be signed by all parties and copies are made for the parent and kept in the student's file. The student will be granted a right to due process as described in the Due Process Procedures of this Code of Conduct.

Level 6 EXPULSION:

FOR 20 SCHOOL DAYS OR LESS: When the student consistently violates the acts of misconducts by serving multiple out of school suspensions or does not follow the behavior corrective action plan, or if the student poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process, the principal, may expel the student for twenty (20) school days or less, pursuant to the Due Process Procedures outlined below.

FOR 20 SCHOOL DAYS OR MORE: When the act of misconduct is considered a crime under state law or is so extreme that it threatens the safety of others or poses a continuing damage to persons or property or an ongoing threat of disrupting the academic process, the principal may expel the student from school for twenty (20) school days or more, not to exceed eighty (80) school days, pursuant to the Due Process Procedures outlined below.

Students who are served under the Individuals with Disabilities in Education Act (Special Education) or under Section 504 of the Rehabilitation Act of 1973 are entitled to certain additional rights in the area of discipline based upon their qualification for services under federal laws.

Harassment, Intimidation, and Bullying

The school prohibits any and all acts of harassment, intimidation, and bullying (including acts committed through the use of a cellular telephone, computer, page, personal communication device, or other electronic communication device) of any student on school property, on a school bus, at school sponsored events, or transportation to and from school. Harassment, intimidation, and bullying is classified as either (1) violence within a dating relationship or (2) any intentional written, verbal, electronic, or physical act or threat that a student has exhibited toward another particular student or staff member more than once and the behavior, in addition to being sufficiently severe, persistent, or pervasive that it creates an intimidating,

threatening, or abusive educational environment for other students or staff member, has one or more of the following effects:

- Physically or mentally harming a student or staff member
- Damaging student or staff member property
- Placing a student or staff member in reasonable fear of harm
- Placing a student or a staff member in reasonable fear of damage to his/her property

All school employees, volunteers, and students are required to immediately report prohibited incidents of which they are aware to the principal. A report of harassment, intimidation, or bullying should be done in written form, providing as much information as possible. The report may be done anonymously. If the principal is not available, school employees, volunteers, and students should inform the grade level dean or teacher so they can ensure the principal is made aware of the issue. The principal is then responsible for determining whether an alleged incident constitutes a violation. In so doing, the principal will conduct a prompt, thorough, and complete investigation of the reported incident and prepare a report documenting the prohibited incident. Parents of any student involved in a prohibited incident will be notified and subject to federal and state law requirements, will be granted access to any written reports pertaining to the incident. Disciplinary procedures under this Student Code of Conduct, including but not limited to suspension, will be followed for any act of harassment, intimidation, or bullying. Those procedures will include protecting any victim from additional harassment, intimidation, or bullying, and from retaliation following a report. Any student who is found to have falsely accused another of bullying or harassment is subject to remedial action in accordance with the Student Code of Conduct. The school will follow any applicable federal or state reporting requirements and report incidents to the school board as appropriate.

Discipline of Off Campus Behavior

The school reserves the right to discipline students' off campus behavior, including behavior during transportation to and from school or school trips, which substantially disrupts the school's educational process or mission or threatens the safety or well-being of a student or staff member. Some factors which may be considered in determining whether the behavior warrants discipline include, but are not limited to, the following:

- Whether the behavior created material and substantial disruption to the educational process or school's mission due to the stress on the individual
- Whether a nexus to on-campus activities exists
- Whether the behavior creates a substantial interference with a student's or staff member's security or right to educate and receive education
- Whether the behavior invades the privacy of others
- Whether any threat is deemed to be a true threat by the administration or Board, using factors and guidelines set out by the courts or by common sense, reasonable person standards

Public School Bus Discipline

If the principal, Dayton Public Schools, or Trotwood Public Schools determines that a student's behavior on a public school bus violates school rules, he/she may suspend the student from school bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Dayton Public Schools and Trotwood Public Schools reserve the right to deny bus transportation to any student who is unable to comply with their rules.

In partnership with Dayton Public Schools and Trotwood Public Schools, the school will honor their bus referral process in addition to applying the school's Student Code of Conduct.

Level 1: Upon receipt of the first bus referral, the principal or principal's designee will address the student's behavior with both the student and parent. A letter will be sent to the parent regarding the incident and future consequences.

Level 2: Upon receipt of the second bus referral, the principal or principal's designee will address the student's behavior with both the student and parent. The student will be suspended from transportation services for three days. During these three days, parents will have to provide alternative transportation to get their child to and from school.

Level 3: Upon receipt of the third bus referral, the principal or principal's designee will address the student's behavior with both the student and parent. The student will be suspended from transportation services for five days. During these five days, parents will have to provide alternative transportation to get their child to and from school.

Level 4: Upon receipt of the fourth bus referral, the principal or principal's designee will address the student's behavior with both the student and parent. The student will be suspended from transportation services for ten days. During these ten days, parents will have to provide alternative transportation to get their child to and from school.

Level 5: Upon receipt of the fifth bus referral, the principal or principal's designee will recommend to Dayton Public School's or Trotwood Public School's Transportation Department that the student be denied transportation for a period of time.

Level 6: Upon receipt of the sixth bus referral, the principal or principal's designee will recommend to Dayton Public School's or Trotwood Public School's Transportation Department that the student be denied transportation for the remainder of the school year.

Expulsions

A student shall be expelled for one (1) year for bringing a firearm, gun, or other destructive device on school property, in a school vehicle, or to any school sponsored activity and will be referred to the criminal justice system.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device is a firearm for purposes of this policy, and includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

A student may be expelled for one (1) year for bringing a knife on school property, in a school vehicle, or to any school-sponsored activity, or for making a bomb threat to a school building or any premises at which a school activity is occurring at the time of the threat.

A knife is defined as any cutting instrument consisting of at least one sharp blade.

A student may be expelled for a one (1) year for possessing a firearm or knife at school or during a school event which firearm or knife was initially brought onto school property by another person.

A student may be expelled for one (1) year for making a bomb threat to a school building or to any premises which a school activity is occurring at the time of the threat.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations or for other just cause.

A student may be expelled for one (1) year for committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property.

The principal may modify a one (1) year expulsion pursuant to state law requirements (See definition of Expulsion).

Restrictions upon Student during Suspension or Expulsion

During the period of suspension, removal, or expulsion the student may not attend or participate in any school functions without permission from the principal and only, if accompanied by a parent who accepts responsibility for the student's actions and/or behavior at the facility.

The Board also authorizes the principal to suspend a student from any or all co-curricular or extra-curricular activities for misconduct or rules violations. The length of suspension shall be determined by the principal commensurate with the seriousness of the student's misconduct or rules violations in accordance with the discipline code.

If the principal determines that a student's behavior on a school vehicle violates school rules, he/she may suspend the student from school bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the principal to provide for options to suspension or expulsion of a student from school, which shall include a program whereby a student performs community service either in lieu of or as a part of a suspension or an expulsion.

The Board designates the principal or designee as its representative at all hearings regarding the decision of a suspension or expulsion, and the appeal of a suspension. The Board will hear the appeal of an expulsion.

Due Process Procedures

The following due process procedures only govern the suspension or the expulsion of a student from the school's regular educational program. If a student charged with violation of this Student Code of Conduct has been returned to the regular school program pending a decision, then such action of reinstatement shall not limit or prejudice the school's right to suspend or expel the student following that decision.

A. Suspensions

The Principal or designee may suspend a student.

1. Prior to the imposition of the suspension, a written *Notice of Intended Suspension from School* will be given to the student, or if the student poses an immediate danger or

threat to the educational environment, the principal or designee shall issue a *Notice of Emergency Removal and Intent to Suspend from School*, which contains the following:

- a. The reasons for the intended suspension; and
 - b. Notification of an informal hearing.
2. The student must be allowed an informal hearing as soon as practicable before the Principal or designee to challenge the reasons for the intended suspension or otherwise explain his actions. In the event of an emergency removal, an informal hearing must be held as soon as practicable after the removal, but within three (3) school days after the initial removal is ordered. The student is not entitled to call witnesses at this informal hearing.
 3. Within one (1) school day after the suspension is imposed, the Principal or designee shall provide written *Notice of Suspension from School* and *Notice of Rights Re: Suspensions from School* notification to the parent of the student and the treasurer of the Board of the suspension. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal to Board's designee;
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board's designee.

Suspensions imposed during the last ten days of the school year may be carried over into the following school year. However, only the Principal may impose a carryover suspension.

B. Expulsion

Only the Principal may expel a student.

1. Prior to the imposition of the expulsion a *Notice of Intended Expulsion from School* shall be provide to the student and the student's parent, or if the student poses an immediate danger or threat to the educational environment, the principal or designee shall issue a *Notice of Emergency Removal and Intent to Expel from School*. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three (3) nor more than five (5) school days after giving the notice, unless the period is extended by the Principal at the request of the student, the parent or representative. In the event of an emergency removal, an informal hearing must be held as soon as practicable after the removal, but within three (3) school days after the initial removal is ordered. The parent must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice. The student shall have the right to challenge the reasons for the expulsion or otherwise explain his/her actions.

2. Within one (1) school day after the expulsion is imposed, the Principal shall provide a written *Notice of Expulsions from School* and *Notice of Rights Re: Expulsion from School* to the parent of the student and the treasurer of the Board of the expulsion. The notice must include the following:
- a. The length of expulsion (20 school days or less/20 school days or more)
 - b. The reasons for the expulsion;
 - c. Notification of the right to appeal to the Board;
 - d. The right to representation at all appeals;
 - e. The right to an appeal hearing before the Board;
 - f. The right to request that the hearing be held in executive session upon appeal;
 - g. When the Principal expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with the above Notices, a *Notice of Assistance Programs Re: Expulsion from School (for more than 20 school days)*, which contains information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers of the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Principal is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or the Principal's decision.

The Principal may apply any remaining part or all of the period of expulsion into the following year.

C. Appeals before the Board of Directors

An expulsion may be appealed to the Board of Directors at the request of the student's parent. At the appeal, the student may be represented by counsel, present witnesses, cross-examine witnesses, give testimony under oath and to have a verbatim record of the appeal proceedings provided by the Board of Directors.

The student has the right to request a closed hearing. The Board, after hearing all testimony shall deliberate in closed session and issue its formal action in open session.

All decisions made by the Board of Directors in regard to expulsions are final.

Definition of Terms

Behavior Referral Report is a specific written record of the student's act of misconduct. It documents the date, nature of the offense, and the disciplinary action taken by the teacher and/or school administration.

Attendance Corrective Action Plan (A-CAP) is a written document that identifies the causes for excessive tardies and/or absences and what steps will be taken to minimize the number of occurrences. It is signed by the parents, student, and staff member.

Behavior Corrective Action Plan (B-CAP) is a written document that identifies the cause of repeated misconduct and what steps will be taken in order to help a student overcome inappropriate behavior. It is signed by the parents, student, and staff member.

Behavior Contract is a written document that outlines the expected behavior and disciplinary action for a student. It is signed by the parents, student, and staff member.

In-School Suspension Plan refers to a decision to temporarily remove a student from the mainstream classroom and to place the student in a segregated environment within the school building that allows the student to continue to progress in their coursework but denies them access to regular classroom instruction and social interaction with their peers. The In-House Suspension room must be supervised by an adult employee of the building at all times.

Suspension refers to a decision to temporarily remove a student's right to attend school or any school-related activity not to exceed ten (10) school days. A meeting with the parents may be convened to discuss the incident that led to the suspension and to develop a Behavior Contract for the future.

Emergency Removals In the event that, in the opinion of the principal, a student's presence at the school creates a health risk, presents a danger to other persons or property, or seriously disrupts the functions of the school, the student may be removed from the premises without formal suspension or expulsion procedures, with notice and procedures to follow the removal in accordance with R.C. §3313.66.

Expulsion is defined as the involuntary removal of a student for more than ten (10) school days. Expulsion may be imposed for up to eighty (80) school days, or the number of school days remaining in the semester, whatever is greater. However, if the offense involves a firearm or knife or is an offense that would be a crime if committed by an adult and results in serious physical harm to persons or property, the student may be expelled for up to a year.

The principal may modify a one (1) year expulsion if the student establishes in a clear and convincing manner at least one (1) of the following:

1. A recommendation from the group of persons knowledgeable of the student's educational needs in accordance with IDEA.
2. The weapon was not knowingly possessed by the student.
3. The student did not know or have reason to know that the object or instrument possessed by the student constituted a weapon.
4. The student may be eligible for participation in an alternative program.

ATTACHMENT 6.12 and 6.13

Admissions Procedures

Open Enrollment Policy, if any

At-Risk Definitions, if applicable

Attendance Policy (including covenant to maintain written log of daily attendance verified by the applicable teacher(s) and signed by the Principal, and kept in chronological order)

Automatic Withdrawal Rule

Truancy Policy and Procedure

PATHWAY SCHOOL OF DISCOVERY

Admission and Enrollment Policy

Admission to the school shall be open to all age-appropriate children for grade levels offered in accordance with the school's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

The school will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice and random selection to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, random selection and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the school.

References:

US Constitution, Fourteenth Amendment
Title IX of Education Amendments Act (20 USC 1681 et. seq.)
The Civil Rights Act of 1964
The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2])
Rehabilitation Act of 1973 (29 USC 791 et. seq.)
Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.)
The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.)
Ohio Revised Code §3314 et seq.
National Heritage Academies Admissions and Enrollment Practices & Procedures
National Heritage Academies Homeless Child Practices & Procedures

Effective Date: January 5, 2011

NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (OH)

The school will comply with all applicable federal and state laws related to admissions and enrollment.

Non-Discrimination

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school.

Open Enrollment Period and Notice

The “**Open Enrollment Period**” for the first year of operation will be determined prior to June 30 by the NHA Admissions Department and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

National Heritage Academies (NHA) and/or the school will provide notice of open enrollment on its website and by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will communicate to meet with families, parents/guardians and students prior to the first day of school.

Application Procedures

Interested parties may obtain applications at:

- The school’s website
- The offices of the school
- The service center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512 or by calling 866-NHA-ENROLL from 8:00 a.m. to 5:00 p.m. EST.

Applications will be mailed, emailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level (“over-subscribed grades”), a random selection process will take place for all affected grade levels. If applications received are fewer than offered seats in each and every grade level (“under-subscribed grades”), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents/guardians that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will

NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (OH)

forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to re-enter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must re-submit an application for the following school year during the next Open Enrollment Period.

Random Selection Process

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, anyone applying to the school, or an NHA employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill available offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process is open to the public and will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by NHA and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter contract or applicable law.

Enrollment Preferences

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of students who are attending the school the previous year
- Applicants residing in the school district where the school is located
- All remaining applicants

If permitted by law, other enrollment preferences may be granted. If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

Standby Opportunity Plan

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by 1:00 p.m. on the first day of school, providing phone numbers where the

NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (OH)

applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they may receive a higher waiting list priority than those students who did not participate.

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include, but not be limited to, the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades

A neutral third-party person (as previously described) will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

Step 3: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

Appeals

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board sent to the school's address. Following receipt of the parent's/guardian's written appeal, a school board designee will contact the parent/guardian to discuss the nature of the concern or objection. Final decisions will be made by the school board or its designee.

NATIONAL HERITAGE ACADEMIES HOMELESS CHILD PRACTICES & PROCEDURES

1. PURPOSE

To remove barriers to the enrollment and retention in school of children and youth experiencing homelessness in compliance with the McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) ("McKinney-Vento Act").

2. PRACTICE

The school will adhere to the provisions of the McKinney-Vento Act and applicable state requirements to ensure that all identified Homeless Children and Unaccompanied Youth receive a free and appropriate education and meaningful opportunities to succeed in the school.

Definitions

"Homeless Child" - a child who does not have a fixed, regular, and adequate nighttime residence or whose primary nighttime location is in a public or private shelter designated to provide temporary living accommodations, or a place not designed for, or ordinarily used as regular sleeping accommodations for human beings. This definition includes a child who is:

- sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as double-up);
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar settings;
- abandoned in hospitals;
- awaiting foster care placement (eligibility for services for children already placed in foster care should be discussed between the Liaison and the social service provider);
- a migratory child who qualifies as homeless because he or she is living in circumstances described above; or
- an Unaccompanied Youth.

"School of Origin" - the school the child attended when permanently housed or the school in which the child was last enrolled.

"Unaccompanied Youth" - a youth not in the physical custody of a parent or guardian.

3. APPLICABILITY

This document applies to all National Heritage Academies (NHA) schools.

4. RESPONSIBILITY

4.1 The school principal will designate a local homeless Liaison ("Liaison").

4.2 The Liaison will serve as one of the primary contacts between homeless families and school staff, district personnel, shelter workers, state coordinators for Homeless Children, public and private service providers in the community, housing and placement agencies, and other service providers.

4.3 The Liaison will:

- Identify and enroll Homeless Children;
- Ensure that Homeless Children and their families receive eligible educational services;
- Make referrals to health, mental health, dental, and other services;
- Inform parents/guardians of educational and related opportunities available to their children;
- Provide parents/guardians with meaningful opportunities to participate in their child's education;
- Inform parents/ guardians and Homeless Children of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes according to the McKinney-Vento Act and complaint procedures;
- Disseminate public notice of the educational rights of Homeless Children;
- Conduct annual training for school personnel on possible indicators of homelessness, sensitivity in identifying Homeless Children, and procedures for reporting to the Liaison; and.
- Record *AtSchool* information (See Exhibit 6.1);

5. PROCEDURES

5.1 Identification

The burden is on the school to show that the child is not a Homeless Child. The Liaison, in collaboration with school personnel and community organizations, will identify Homeless Children, both in and out of school. Community organizations may include family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

The Liaison must use the Student Residency Questionnaire ("SRQ") (Exhibit 6.2; for Louisiana, see Exhibit 6.3) upon enrollment and clearly describe current living arrangements of the child to determine whether the child meets the definition of a Homeless Child. Upon the receipt of an SRQ indicating potential homelessness, the Liaison will implement these practices and procedures document and ensure adherence with federal, state and NHA requirements.

NOTE: For New York schools only: Upon determination of appropriate school selection, the parent (or Liaison if no parent is available) will complete the New York STAC-202 form (Exhibit 6.4), following the instructions contained therein. Upon receipt of the STAC-202 form, the Liaison will forward the form to the New York Commissioner, Intervention Services at the NHA Service Center, and keep a copy in the school's records.

5.2 School Selection

Homeless Children have the right to remain at their School of Origin or to attend any school that houses students who live in the attendance area in which they are actually living.

If the parent/guardian agrees, Homeless Children will remain at their School of Origin to the extent feasible. Homeless Children may remain at their School of Origin the entire time they are in transition and until the end of any academic year in which they become permanently housed. The same applies if they lose their housing between academic years.

Feasibility is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. Services that are required to be provided,

including transportation and services under federal and other programs, shall not be considered in determining feasibility. Feasibility considerations may include:

- Safety of the child;
- Continuity of instruction;
- Likely area of family or child's future housing;
- Time remaining in the academic year;
- Anticipated length of stay in temporary living situation;
- School placement of siblings; or
- Whether the child has special needs that would render the commute harmful.

5.3 Enrollment

The school selected for enrollment must immediately enroll any Homeless Child. Unaccompanied Youth may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or the Liaison. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's living situation.

The school will coordinate the transfer of school records with other schools and contact the child's previous school to obtain school records. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from state registries and/or community based clinics.

The school will excuse any tardiness or absence related to a Homeless Child's living situation when applying any school policy regarding tardiness or absences.

5.4 Services

The school must provide Homeless Children services comparable to services offered to other students in the school, including:

- Transportation;
- Title I;
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners;
- School nutrition programs (the school will provide free meals to the Homeless Child as all Homeless Children are automatically eligible for free meals);
- Vocational and technical education programs;
- Gifted and talented programs; and
- Before- and after-school programs

Transportation

At a parent/guardian's request, the school will provide transportation to and from the School of Origin. The Liaison will coordinate these arrangements, which may include arrangements with the social service district. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes. The length of the commute will only be considered in determining the *feasibility* of placement in the School of Origin based on potential harm to the child. Prior to selection of a school, the Liaison will inform the parent/guardian or Unaccompanied Youth of this right to transportation. Transportation disputes will not result in a Homeless Child missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention

of the state authorities following the appropriate complaint procedures as detailed in this document.

Title I

Homeless Children are automatically eligible for Title I services. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

The Title I director and the Liaison will ensure coordination between the Title I plan and the McKinney-Vento Act, including the academic assessment, reporting and accountability systems required by federal law and the U.S. Department of Education.

Educational Services

The school shall give evaluations of Homeless Children suspected of having a disability priority and coordinate the evaluation with the student's prior and subsequent schools, as necessary, to ensure timely completion of a full evaluation. When necessary, the school will expeditiously designate a surrogate parent for Homeless Children suspected of having a disability. The school will immediately implement the child's Individualized Education Program (IEP), if available, and promptly conduct any necessary IEP meetings or re-evaluations. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services in an attempt to avoid any disruption in services.

5.5 Complaint and Dispute Resolution

The following steps and procedures should take place in resolving disputes regarding enrollment, school placement, or services.

Complaint

- A complaint is an oral or written and signed statement alleging the violation of a federal or state law, rule, or regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint ("Complainant"). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the attached Complaint Resolution Initiation Form (Exhibit 6.5). The Complainant may choose to initiate the complaint orally.

Role of School

- Immediately enroll the child in the school preferred by the person(s) bringing the complaint.
- Provide all educational services for which the child is eligible, pending resolution of the dispute.

Role of Liaison

- After receipt of the complaint, the Liaison must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant. The Liaison must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint, or within seven (7) business days of notification of dispute (Georgia only).
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal, or within ten (10) business days of the second dispute (Georgia only). The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.
- In the event the school is unable to resolve the complaint, the Complainant may pursue the applicable appeal procedure(s).

Appeal Procedures – Colorado

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting a mediator from the Colorado Mediator Resource Network (services at no charge to the Complainant) or may direct the Complainant to the Colorado Department of Education (CDE).

Address the complaint to the following address:

- State Coordinator for the Education of Homeless Children and Youth, Colorado Department of Education, State Office Building, 201 East Colfax Avenue, Denver, Colorado 80203-1799.

Use the Colorado Dispute Report Form (Exhibit 6.6) during the appeal process.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

If the State Coordinator is unable to resolve the complaint within 15 business days, the Complainant may file a written complaint to the State Coordinator who, with a team, will review the complaint with the mandates of the Title X law. Within 15 days of receipt of the complaint, the Coordinator will issue a written decision to the parties via mail.

Appeal Procedures – Georgia

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Georgia Department of Education state homeless coordinator. The Liaison may assist the Complainant in contacting the Department.

Address the complaint to the following address:

- Program Consultant, Homeless Education Program, Georgia Department of Education, 1866 Twin Towers East, 205 Jesse Hill, Jr. Drive, SE, Atlanta, Georgia 30334.

Appeal Procedures – Indiana

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Indiana Department of Education (IDOE). Complaints made under this process must be in writing and signed by the Complainant.

If the complaint involves enrollment or school placement of homeless children, address the complaint to the following address:

- State Board Liaison; Indiana Department of Education; Room 299, State House; Indianapolis, Indiana 46204.

If the complaint involves comparable services offered to homeless children, address the complaint to the following address:

- Director of the Division of Educational Options; Indiana Department of Education; Room 299, State House; Indianapolis, Indiana 46204.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The IDOE will issue a letter of acknowledgement to the Complainant and the Liaison containing the IDOE's commitment to issue a resolution in the form of a *Letter of Findings*.

An IDOE complaint investigator will review all relevant information and issue the *Letter of Findings* to the Complainant.

If the complaint involves enrollment or school placement, a hearing shall be held with each interested party given at least 10 days notice of the hearing. Any interested party may appear at the hearing in person or by counsel, present evidence, cross-examine witnesses, and present in writing or orally summary statements of position. The Indiana State Board of Education or a hearing examiner may conduct the hearing at any place in Indiana.

The determination of the IDOE or Indiana State Board of Education as a result of the proceedings described above is final and binding on the parties to the proceedings.

Appeal Procedures – Louisiana

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the local (EBR) Liaison for assistance with the appeal process. In the event the dispute is not resolved at the (EBR) Liaison level, the Complainant may contact the State Coordinator to hear an appeal of the Local (EBR) Liaison's decision.

Address the complaint to the following address:

- State Coordinator – Homeless Education, Louisiana Department of Education, Office of School & Community Support, P.O. Box 94064, Baton Rouge, Louisiana 70804.

The DOE will acknowledge receipt of the complaint in writing to the Complainant and provide written resolution of the complaint within 60 days of the date the DOE receives the complaint. The decision will include the Complainant's right to request the Secretary of the U.S. Department of Education to review the final decision of the DOE, at the Secretary's discretion.

Appeal Procedures – Michigan

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Michigan Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- State Homeless Coordinator, Office of Field Services, Michigan Department of Education, P.O. Box 30008, Lansing, MI 48909.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The State Homeless Coordinator will gather needed information from statements of the parties involved and will forward the information to the Director of the Office of Field Services along with a recommendation of resolution or for further investigation.

Within 30 days after receiving a complaint, the Director of the Office of Field Services will recommend a resolution and will inform interested parties in writing of the decision.

If a Complainant or one of the parties involved in the complaint disagrees with the decision, that party may, within 10 working days, appeal to the Deputy Superintendent. This appeal must be in writing and state why the party disagrees with the decision of the Director of the Office of Field Services.

Within 30 days after receiving an appeal, the Deputy Superintendent will render a final administrative decision and notify the Complainant and the school in writing.

If the party disagrees with the decision of the Deputy Superintendent, the party may request a review of the decision by the United States Secretary of Education in accordance with 34 CFR Part 299.11.

Appeal Procedures – North Carolina

If the dispute is not resolved at the school level, the Complainant may direct the complaint, orally or written, to the North Carolina Department of Public Instruction.

Address the complaint to the following address:

- State Homeless Coordinator, Homeless Education & Rural Education Achievement Program Consultant, Compensatory Education, NC Department of Public Instruction, 6351 Mail Service Center, Raleigh, NC 27699-6351.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The Liaison will provide the State Homeless Coordinator with any information that the State Homeless Coordinator requests regarding the issues presented in the appeal.

The State Homeless Coordinator will provide the school and the Complainant the opportunity to respond to any decision made and to provide any additional evidence the Complainant deems relevant.

Within 10 school days following receipt of the appeal, the State Coordinator shall issue a final written decision to the school and the Complainant .

Appeal Procedures – New York

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the Commissioner, completing the New York Form Petition (Exhibit 6.7), and providing copies of the form and supporting documentation at no cost to the Complainant.

The Liaison will provide the Complainant an acknowledgement of receipt of the Form Petition and will transmit the Form Petition and related documents on behalf of the Complainant to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234 within five days of receipt.

If a stay request is made on the Form Petition and the Commissioner grants a stay order, the Homeless Child may continue attending the school until the Commissioner issues an appeal decision. If the Commissioner denies the stay request, the Homeless Child can be asked by the principal to leave the school immediately.

If the Commissioner sustains the appeal of the Complainant, the Homeless Child can continue attending the school. However, if the Commissioner dismisses the appeal, the Homeless Child can be asked by the principal to leave the school immediately.

Appeal Procedures – Ohio

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Ohio Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- Homeless Education Coordinator, Ohio Department of Education, 25 S. Front Street, Mail Stop 404, Columbus, Ohio 43215.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The Homeless Education Coordinator will recommend a decision to the Complainant and the Liaison. If unresolved, the Complainant may file a final appeal to the State Superintendent of Public Instruction for review and disposition.

Appeal Procedures – Wisconsin

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the State Superintendent of Public Instruction, in accordance with the Wisconsin Department of Public Instruction Complaint Resolution and Appeals Process, Chapter PI 1.

Address the complaint to the following address:

- State Superintendent of Public Instruction, P.O. Box 7841, Madison, WI, 53707-7841.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

6. EXHIBITS

6.1 AtSchool Homeless Procedures

6.2 Student Residency Questionnaire

6.3 Louisiana Residency Questionnaire

6.4 New York STAC-202 Form

6.5 Complaint Resolution Initiation Form

6.6 Colorado Dispute Report Form

6.7 New York Form Petition

Parental Partnership: Attendance

Regular attendance establishes good work habits and self-discipline. Our school records attendance every morning, afternoon, and in each middle school class period.

Arrival

Students should arrive at school between 7:35 a.m. and 8:00 a.m. After exiting their vehicle, students should proceed directly into the building. They may not run, shout, or otherwise act in a disorderly manner. All students wearing hats should remove them upon entering the building. Prompt arrival is essential for an orderly opening ceremony.

Dismissal

School dismisses at 3:15 p.m. In the interest of both the students' safety and the teachers' preparation time, parents should pick up students immediately after dismissal and no later than 3:30 p.m. Parents are not permitted to pick up students from their classrooms. Students who ride the bus will be escorted to their buses by a teacher.

Tardiness and Early Dismissal

Students are considered tardy if they arrive to their homerooms after the start of either class or morning ceremony, if held prior to class. Early dismissals from school will also be considered tardies. Parents who dismiss their child early from school, for any reason, must sign the child out.

The tardy is considered unexcused unless a note is provided by the parent the day of the tardy and the tardy is excused under the reasons below. The note must contain the following information:

- Student's name
- Teacher's name
- Date of tardy
- Reason for tardy
- Phone number
- Signature of parent

If a tardy is due to a doctor or dental appointment, a note from a physician is also required. Tardies are excused for only the following reasons:

- Personal illness or injury
- Funerals
- Doctor or dental appointments (which could not be arranged outside school hours)
- Religious observances
- Late arrivals due to weather conditions (which do not require parent note)
- Authorized tardy (approved by the principal)

Abuse of excused tardies will be addressed by the principal and may result in unexcused tardies with disciplinary action taken under the Student Code of Conduct in the sole discretion of the principal.

Absences

All absences are to be verified by a call from the parent to the school office no later than the start of the school day. Voicemail is available before and after school hours.

If an absence is not verified by a call from the parent, the absence is considered unexcused. An absence is excused if a note is provided by the parent within two days following the absence and meets the guidelines below for an excused absence. The note must contain the following information:

- Student's name
- Teacher's name
- Date of absence
- Reason for absence
- Phone number
- Signature of parent

If an absence is due to illness and lasts five days or more, a note from a physician is also required. Absences are excused only for the following reasons:

- Personal illness or injury
- Funerals
- Doctor or dental appointments (which could not be arranged outside school hours)
- Religious observances
- Out-of-state travel (up to a maximum of four days) to participate in a school approved enrichment or extracurricular activity
- Authorized absence (approved by the principal)

Abuse of excused absences will be investigated by the principal and may result in a referral to the Prosecutor's Office and/or Social Services or other disciplinary action. A letter of potential withdrawal and referral to Juvenile Court with possible referral to Social Services may be sent after 5 consecutive days, 7 days in a month, or 12 days in a year of unexcused absences.

Unexcused tardies and absences are handled in the following manner:

Range of Unexcused Tardies	Range of Unexcused Absences	Progressive Consequences
1 - 3	1 - 2	Early Intervention
4 - 6	3 - 4	Parent Notification (Email or note)
7 - 9	5 - 6	Parent Contact (Phone or meeting)
10 - 12	7 - 9	Level 4 infraction* <i>Completion of Attendance Corrective Action Plan (A-CAP)</i>
13 - 16	10 - 14	1 st Level 5 infraction* <i>Appropriate Consequence</i>
17 - 20	15 - 18	2 nd level 5 infraction* <i>Appropriate Consequence</i>
21 - 24	19 - 22	Level 6 infraction* <i>Possible Expulsion</i>

*Potential referral to the Prosecutor's Office, Juvenile Court, and/or Social Services with certified return receipt to parent. Factor considered in grade promotion.

Note: Any student who accumulates consecutive days equal to 105 hours of unexcused absences will be automatically withdrawn.

Truancy

A student is habitually truant if unexcused absences occur five (5) or more consecutive school days, seven (7) or more school days in one (1) month, or twelve (12) or more school days in one (1) school year. If the student is habitually truant, the Board authorizes the principal to inform the student and his/her parents of the truancy record and the principal's intent to notify the Juvenile Court and possible referral to Social Services.

A student is chronically truant if unexcused absences occur seven (7) or more consecutive school days, ten (10) or more school days in one (1) month, or fifteen (15) or more school days in one (1) school year.

The principal may act as the school's attendance officer or delegate that duty. The school's attendance officer shall investigate possible school attendance violations, and he/she is authorized under Ohio law to serve warrants, to enter places where children of compulsory school age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

The principal is authorized to refer the truancy to mediation or to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education.

Family Vacations

Parents planning to take their child on a trip must notify the principal or secretary at least two weeks before departure. The student's absence will be an excused absence if approved by the principal. Lengthy trips are discouraged and may be cause for withdrawal. It becomes the student's responsibility, with the help of the parents, to make arrangements with each teacher for missed assignments and to complete assigned work upon his/her return to school. The student is to complete all assignments within the same number of days as the length of the vacation. Incomplete assignments will not receive credit. Students who miss an announced test during their absence will take the test when all missed work is completed and within the same number of days missed due to the vacation.

Family Death or Terminal Illness

If there is a death, terminal illness, or similar traumatic situation in a student's family that may affect his/her attendance, emotional well-being, and/or level of concentration, the office staff members should be notified.

Illness during the School Day

If a student becomes ill during the school day, appropriate arrangements will be made for the student's care while waiting for parent pick-up. Students with vomiting or fever must be symptom-free for 24 hours before returning to school.

Voluntary Withdrawal

To withdraw a student, a parent must complete a Student Withdrawal form available in the office. The principal is required to sign.

ATTACHMENT 7.2(h)
REPORTING REQUIREMENTS (not exhaustive)

- Current roster of staff by position
- Criminal background checks (FBI and BCI&I) –employees and Board
- Certificates (copy) for all teachers and aides – new/renewal –
Information on “highly qualified” status of each
- Current roster of students – identify regular and special education, §504
plans or English language learners
- Current roster of Board members – including names, addresses (home or
work), electronic mail addresses, and home and work telephone numbers
- Current roster of all staff with contact information and salaries or
compensation
- Schedule of regular Board meetings – dates, times and places
- Notice of all regular, special or emergency Board meetings
- Copies of all approved and signed Board minutes (after every meeting)
- School calendar
- Lease/rental agreement/deed
- Building inspection certificates – fire and health department
inspections/building permits/Certificate of Occupancy
- Current School environment report (Health Dept.) Any asbestos
management plans.
- Board approved budget by June 30th
- Inventory per Board Fixed Assets Policy
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS
Determination Letter (if any), supplemental bylaws or policies
- Safety plan – new/revised
- Approved and updated technology plan
- Annual report
- Complete set of staff, student, safety, Board and other school policies
- Financials (at least bi-monthly)
- Structural chart
- Timely submission of all required or requested information into AOIS
document management system

ATTACHMENT 8.2

**Staff Benefits
Dismissal and Disciplinary Procedures for Staff
Disposition of Employees if Contract is Terminated**



**Employee Handbook
2011-2012**

Table of Contents

<u>WELCOME TO NATIONAL HERITAGE ACADEMIES</u>	2
<u>NATIONAL HERITAGE ACADEMIES OVERVIEW</u>	3
<u>SPECIAL NOTICE TO STAFF IN NEW YORK SCHOOLS</u>	4
<u>SPECIAL NOTICE TO TEACHERS IN NORTH CAROLINA SCHOOLS</u>	4
<u>NHA CONTINUED SUCCESS FACTORS</u>	6
<u>REWARDS AND RECOGNITION</u>	7
<u>PAY SYSTEMS</u>	7
<u>SALARY PRO-RATION</u>	7
<u>PERFORMANCE APPRAISALS AND PAY INCREASES</u>	7
<u>BONUSES</u>	7
<u>DIRECT DEPOSIT</u>	8
<u>DEDUCTIONS FROM WAGES OF EXEMPT EMPLOYEES</u>	8
<u>OVERTIME</u>	8
<u>PAYCHECKS</u>	8
<u>TIMESHEETS</u>	8
<u>VACATION</u>	9
<u>HOLIDAYS</u>	10
<u>TRAVEL EXPENSE REIMBURSEMENT</u>	11
<u>BENEFIT ELECTIONS</u>	11
<u>GROUP HEALTH AND DENTAL INSURANCE</u>	11
<u>GROUP VISION INSURANCE</u>	11
<u>FLEXIBLE SPENDING ACCOUNT</u>	12
<u>BENEFITS CONTINUATION (COBRA)</u>	12
<u>LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT</u>	12
<u>SHORT-TERM DISABILITY</u>	12
<u>LONG-TERM DISABILITY</u>	13
<u>401(k) SAVINGS PLAN</u>	14
<u>SERS/STRS</u>	14
<u>TRS</u>	14
<u>TUITION REIMBURSEMENT</u>	14
<u>EMPLOYEE ASSISTANCE PLAN</u>	15
<u>NURSING MOTHERS</u>	15
<u>SERVICE RECOGNITION</u>	16
<u>EXCELLENCE IN TEACHING AWARD</u>	16
<u>CHARTER SCHOOL / TEACHER APPRECIATION WEEK & AMERICAN EDUCATION WEEK</u>	16
<u>DISCOUNT FOR EDUCATORS</u>	16
<u>ADOPTION ASSISTANCE</u>	16

<u>LEAVES OF ABSENCE</u>	17
<u>BEREAVEMENT LEAVE</u>	17
<u>FAMILY AND MEDICAL LEAVE (FMLA)</u>	17
<u>UNPAID PERSONAL LEAVE (NOT COVERED BY FMLA)</u>	20
<u>MILITARY LEAVE</u>	21
<u>JURY AND WITNESS DUTY</u>	21
<u>POLICIES AND PROCEDURES</u>	22
<u>EQUAL EMPLOYMENT OPPORTUNITY</u>	22
<u>CAREER OPPORTUNITY PROGRAM</u>	22
<u>PERSONNEL RECORDS</u>	22
<u>CRIMINAL CONVICTIONS</u>	23
<u>HIRING OF RELATIVES</u>	23
<u>PERSONAL APPEARANCE</u>	23
<u>ATTENDANCE AND PUNCTUALITY</u>	23
<u>RELIGIOUS ACCOMMODATION POLICY</u>	24
<u>PERSONAL DATA CHANGES</u>	24
<u>PRE-EMPLOYMENT PERSONNEL PAPERWORK</u>	24
<u>REFERENCE AND BACKGROUND CHECKS</u>	24
<u>LICENSES AND CERTIFICATIONS</u>	25
<u>TOBACCO-FREE ENVIRONMENT</u>	25
<u>WEATHER EMERGENCY</u>	25
<u>INVESTIGATIONS</u>	25
<u>PERSONAL PROPERTY</u>	25
<u>SEXUAL AND OTHER UNLAWFUL HARASSMENT</u>	25
<u>DRUG-FREE ENVIRONMENT</u>	26
<u>SOLICITATION</u>	27
<u>COPYRIGHT COMPLIANCE</u>	28
<u>CONFLICTS OF INTEREST</u>	28
<u>POLICY REGARDING USE OF SOCIAL SECURITY NUMBERS</u>	29
<u>CONFIDENTIALITY POLICY</u>	29
<u>HIPPA - NOTICE OF PRIVACY PRACTICES</u>	29
<u>GENETIC INFORMATION NON-DISCRIMINATION ACT</u>	30
<u>SOCIAL MEDIA POLICY</u>	30
<u>ELECTRONIC MONITORING POLICY</u>	31
<u>RULES OF CONDUCT</u>	32
<u>WORKING TOGETHER</u>	32
<u>CORRECTIVE ACTION</u>	32
<u>COMMUNICATIONS</u>	34
<u>INFORMATION TECHNOLOGY</u>	34
<u>OUTSIDE REQUESTS FOR INFORMATION</u>	34
<u>PROBLEM SOLVING PROCEDURE</u>	34

<u>HEALTH AND SAFETY</u>	36
<u>EMPLOYEE INJURIES</u>	36
<u>BLOODBORNE PATHOGENS</u>	36
<u>WORKPLACE VIOLENCE</u>	36
<u>DEFINITIONS</u>	37

Rewards and Recognition

Your paycheck is one of the most tangible rewards for your work at NHA. Yet, it is only part of the many benefits available to you. You also may enjoy a broad range of benefit programs, including group health and dental insurance, paid vacation, disability benefits and a retirement savings plan.

This portion of the Employee Handbook contains a general description of our pay policies and the benefits to which you may be entitled. Please understand that this general explanation is not intended to provide you with all the details of these programs. Therefore, this Handbook does not change or otherwise interpret the terms of any summary plan descriptions. Your rights can be determined only by referring to the full text of the summary plan descriptions. To the extent that any of the information contained in this Handbook is inconsistent with the plan documents, the provisions of the plan documents will govern in all cases. NHA may amend, modify or delete, in whole or in part, the provisions of the described benefit plans. We also may require or increase employee premium contributions towards any benefit at our discretion. If you need more information on a specific program, or if you have any questions regarding specific state laws that may apply to you, please contact the People Services Department.

Pay Systems

NHA is committed to rewarding employees for their performance. We assess results and how you get results. This performance-related information influences your total compensation package.

When determining an employee's compensation, NHA takes into account the **person** who holds the position, the **position** itself, and the person's **performance**. We assess your performance through quantitative measures and qualitative observations, and this information impacts your total compensation package.

We call this "pay for performance," and it is a fundamental part of our culture. Our ability to pay for wages and benefits is directly linked to our success. We believe that every employee can contribute to our long-term success. That is why your wage is directly linked to your performance on the job.

Salary Pro-ration

Teachers or other salaried school staff (excluding Principals, Assistant Principals, Deans, and Lead Secretaries/Office Managers/Registrars) who are hired after the start of the school year (i.e., after the first day students report to school) will receive a pro-rated salary. This means that a teacher hired after the start of the school year will receive a biweekly salary that is less than what it would have been had the teacher started at the beginning of the school year. The pro-rated biweekly salary is calculated based on the percentage of the school year the employee works, in accordance with the school vacation policy. For more information on salary pro-ration, please contact the People Services Department.

Performance Appraisals and Pay Increases

Performance appraisals serve as an important communication link regarding your work performance. We use the performance appraisal process to evaluate individual accomplishments and also to identify areas of performance that do not meet expectations. Your job classification determines the timing of your performance appraisal and which format is used. Normally, pay increases, if warranted, will be granted on an annual basis.

Bonuses

NHA may pay bonuses to job classifications of employees on a periodic basis in recognition of their achievements and as an incentive for future performance. Decisions as to whether to award a bonus, as to the amount of any bonus, and as to who receives a bonus rests entirely with NHA. Bonuses, when given, are paid only to eligible

employees who are actively employed on the last day of the bonus plan year (July 1 – June 30). To be eligible for the bonus, the employee must be in good-standing, report to work and work the last day of the bonus plan year unless on an approved leave.

Direct Deposit

NHA offers direct deposit of your paycheck (automatic payroll deposit). You may deposit your paycheck in up to two (2) checking accounts and three (3) savings accounts. If you want direct deposit of your paycheck, please see your school secretary, the People Services Department, or consult my.heritageacademies.com for a Direct Deposit Authorization form. Sign-up for the program or changes can be done at any time. We encourage you to use this convenient benefit.

Deductions from Wages of Exempt Employees

Exempt employees will generally be paid a guaranteed salary each week if they perform any work in the week, regardless of the number of hours worked. NHA will only make deductions from an exempt employee's pay as permitted under the Fair Labor Standards Act and its regulations.

If an exempt employee believes that NHA has made an impermissible deduction from his or her pay, the employee should immediately report the matter to the Payroll Department. NHA will investigate the matter and, if the deduction was improper, NHA will promptly reimburse the employee and will take steps to ensure that improper deductions are not made in the future. NHA will not retaliate against an employee who makes a complaint under this policy.

Overtime

Overtime applies to all non-exempt employees. Overtime pay is based on actual hours worked. Time off on vacation leave, holiday leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Overtime hours that you work must be pre-approved by your Principal/manager and documented on your timesheet in Lawson Employee Self-Service. You will be paid 1-½ times your regular hourly base rate for hours worked over 40, or as otherwise required by applicable state law.

Paychecks

Paychecks include your gross wages earned minus all legally required deductions (taxes, garnishments) and individually authorized deductions (insurance, flex, direct deposits, etc.). You will receive your bi-weekly paycheck on Thursday for the time worked during the preceding two full weeks. During summer, school employee checks will be mailed to homes. The pay period begins on Sunday and ends on Saturday. Please review your paycheck for errors. If you find a mistake, report it to your Principal/manager immediately. Any error will be corrected as soon as possible.

Timesheets

All hourly employees need to complete a time sheet in Lawson (People Services / Payroll Software System) to reflect how many hours were worked. The timesheet must be accurate and must include the number of hours worked at all hourly positions. Employees who work in more than one hourly position must separate the hours worked and report them separately.

Please ensure that your actual hours worked and any leave time is recorded accurately. Falsification of a timesheet may result in disciplinary action, up to and including termination from employment.

Time entry and approval must be completed by 5:00 the Friday prior to payday. When a pay period ends on a holiday weekend, changes to time entry requirements will be communicated to hourly employees by the Payroll Department.

Time not entered and approved by the appropriate time will result in a payment delay. The time will be included on the paycheck following this pay period.

Information on entering and submitting timesheets is available through the Payroll Department or Lawson Reference Site.

Vacation

Vacation time is provided to encourage employees to balance their work and personal lives. If you are eligible for vacation pay, your vacation pay will consist of your regular rate of pay and is paid with the normal payroll. Due to the differences of laws in the various states, refer to your offer letter and the applicable vacation policy for your specific vacation eligibility. An Annual School Employment Calendar is published each year to detail the employment, holiday, and vacation day expectations for all school employees. Please see your school office, My NHA or the People Services Department for a copy of the vacation policy applicable to your position or for your school's Annual School Calendar.

Vacation time is for those who are actively employed at the time of the designated vacation (i.e. time at the end of the calendar year, mid-winter break, spring break, and the summer weeks between school years). Vacation pay is not accrued based on the length of time you are employed during a school year. If you are not working on the last day of school or scheduled work day (or on an approved leave of absence) prior to the designated vacation period, you will not be eligible for vacation pay.

School Leadership (Principals, Assistant Principals, Principals in Residence and Deans):

Principals and Assistant Principals receive vacation time during the school year for break periods specifically designated in the school's Annual School Calendar. In addition to these vacation times, you also are eligible to take two weeks of vacation time during the summer weeks between school years. These two weeks must be approved by your supervisor.

Principals in Residence and Deans receive vacation time during the school year for break periods specifically designated in the school's Annual School Calendar. In addition to these vacation times, you also are eligible to take four weeks of vacation time. The vacation time is intended primarily for the summer break; however, with Principal approval, the time can be taken any time during the school year.

Registrars (new office model):

Registrars receive vacation time during the school year for break periods specifically designated in the school's Annual School Calendar. In addition to these vacation times, you also are eligible to take two weeks of vacation time during the year. These two weeks must be approved by your supervisor, and should not be taken during the two weeks preceding the start of the upcoming school year, unless approved by your supervisor. These two weeks of vacation will be pro-rated for part-time Registrars and for Registrars hired mid-year.

Office Administrators (new office model):

Office Administrators are non-exempt and are paid on an hourly basis. Vacation pay for hourly employees is based on a vacation pay accrual system. Your pay consists of an hourly pay rate (85%) and a vacation pay accrual (15%). You will receive your vacation pay accrual in each paycheck, but this portion of your total pay is payment for the break periods specifically listed in the Annual School Calendar. You may be ineligible for unemployment compensation during this time. These weeks specifically include designated time at the end of the calendar year, a mid-winter break, a spring break and other times when you are not working.

In addition to the vacation times mentioned above, also included in the 15% vacation pay accrual is four weeks of vacation time to be taken during the summer months between school years. All vacation time taken during the summer months must be approved by your supervisor.

Lead Secretaries, Assistant Secretaries and Office Assistants (old office model):

Lead Secretaries receive vacation time during the school year for break periods specifically designated in the school's Annual School Calendar. In addition to these break periods, you also are eligible to take four weeks of vacation time during the summer months between school years. These four weeks must be approved by your supervisor and will be pro-rated for Lead Secretaries who have not worked the entire school year preceding the summer break or for a part-time Lead Secretary.

Assistant Secretaries and Office Assistants are non-exempt and are paid on an hourly basis. Vacation pay for hourly employees is based on a vacation pay accrual system. Your pay consists of an hourly pay rate (85%) and a vacation pay accrual (15%). You will receive your vacation pay accrual in each paycheck, but this portion of your total pay is payment for the break periods listed in the Annual School Calendar. You may be ineligible for unemployment compensation during this time. These weeks specifically include designated time at the end of the calendar year, a mid-winter break, a spring break, and the summer weeks between the school years when you are not working.

Schools operating under this office staffing model must have office staff coverage for at least four hours each day during the month of July or another four week period when the Lead Secretary takes vacation. The Assistant Secretary or Office Assistant may be required to work during this time and will be paid his/her normal hourly rate for any hours worked. All time off and scheduling must be approved by the Principal.

Teachers, Paraprofessionals and Other School Employees:

Teachers and other *exempt, salaried* school employees receive vacation time during the school year for break periods specifically designated in the school's Annual School Calendar. These weeks specifically include designated time at the end of the calendar year, a mid-winter break, a spring break, and the summer weeks between the school years. Employees may be required to attend occasional meetings and/or professional development during the summer weeks.

Vacation pay for Paraprofessionals and other non-exempt, hourly school employees is based on a vacation pay accrual system. Your pay consists of an hourly pay rate (75%) and a vacation pay accrual (25%). You will receive your vacation pay accrual in each paycheck, but this portion of your total pay is payment for the vacation weeks listed in the Annual School Calendar. You may be ineligible for unemployment compensation during this time. These weeks specifically include designated time at the end of the calendar year, a mid-winter break, a spring break, and the summer weeks between the school years when you are not working.

Admissions Representatives:

Admissions Representatives are Service Center employees and should refer to the ***Vacation Benefits-Service Center Employees Policy*** for information about their vacation benefits. Please contact your supervisor, the People Services Department or consult my.heritageacademies.com for a copy.

Service Center Employees:

Service Center employees should refer to the ***Vacation Benefits-Service Center Employees Policy*** for information about their vacation benefits. Please contact your supervisor, the People Services Department or consult my.heritageacademies.com for a copy.

Holidays

School Employees: All regular full-time regularly scheduled school employees will be paid for designated holidays in which they are not required to work. For salaried employees, the holiday pay will be based on your regularly scheduled hours. For hourly employees, the holiday pay will be based on your straight-time pay rate and your regularly scheduled hours. In other words, your payment amount is based on the hours you would have worked had it not been a holiday (not to exceed eight hours). Regular full-time hourly employees must be regularly

scheduled to work on the day of the holiday to be eligible for holiday pay. The following holidays are designated for school employees: New Year's Day, Memorial Day, Thanksgiving (2 days), Labor Day, and Christmas (3 days when Christmas falls on Friday, Saturday, Sunday or Monday; 4 days when Christmas falls on Tuesday, Wednesday or Thursday). The 4th of July is a designated holiday for Office Administrators and Assistant Secretaries.

Service Center Employees: Service Center employees should refer to the ***Holiday Schedule-Service Center*** for information about their holidays. Please contact the People Services Department for a copy.

School and Service Center part-time hourly employees working less than 35 hours per week, interns, casual and temporary employees are not eligible for holiday pay.

Travel Expense Reimbursement

NHA will reimburse employees for reasonable and necessary travel expenses incurred while on NHA business. Appropriate documentation of such expenses must be submitted to NHA to be eligible for reimbursement.

Reimbursements may cover meals, transportation, mileage, lodging and other allowed expenses. Employees are expected to spend the organization's money as if it were your own. To obtain a copy of NHA's Travel Policy, please contact your school secretary, the NHA Financial Services Department, or consult my.heritageacademies.com.

Benefit Elections

Participation in NHA's health, dental, vision, voluntary life insurance and flexible spending plans is voluntary. Coverage is not automatic. If you do not apply for health, dental, vision, voluntary life insurance or flexible spending plan coverage within 30 days of your hire date, you will not be able to enroll until the next open enrollment period. Open enrollment is held during the summer each year for all health and welfare plans. If elected, coverage for eligible employees is effective on the first day of the month following your hire date or enrollment through open enrollment. All health and welfare benefits end on the date that your employment with NHA ends, although you may be eligible to continue your group coverage under COBRA as discussed below. A People Services Representative can assist you in making the necessary arrangements for enrollment. Please see the Summary Plan Description for requirements and further details.

Group Health and Dental Insurance

NHA offers regular full-time and part-time (regularly scheduled 20 or more hours per week) employees comprehensive group health and dental insurance plans for those who subscribe to the plan, subject to the terms and conditions of the plan. Our group health and dental plans are self-insured, joint contribution plans that require you to make partial premium payments through payroll deduction. The amount of your partial premium payment may vary, depending on the type of plans we have and the type of coverage you select. Current cost information is available from the People Services Department. The health and prescription plans currently provide coverage for a variety of medical, surgical, hospital, and prescription expenses. The dental plan currently covers preventative, basic, major, and orthodontic (only for dependent children under the age of 19) services. Your deductible payments will be based on the period of September 1 through the end of the following August. If you add dependents (children or a spouse) to your coverage during designated enrollment periods or due to a qualifying event, you are required to supply supporting documentation to verify that each dependent is eligible to be enrolled. You have 60 days from enrollment to provide approved supporting documentation to the People Services Department or your dependent(s) may be removed from the plans.

Group Vision Insurance

NHA offers regular full-time employees a vision insurance plan for those who subscribe to the plan, subject to the terms and conditions of the plan. Our group vision plan is a contribution plan that requires you make premium

payments through payroll deduction. Current cost information is available from the People Services Department. The plan provides coverage for a variety of expenses and services related to eye exams and the purchase of prescription lenses or contacts. Coverage cannot be voluntarily terminated by the employee during the plan year. The benefit eligibility period is September 1 through the end of the following August.

Flexible Spending Account

The flexible spending account offers regular full-time employees an opportunity to annually set aside pretax dollars to pay for un-reimbursed medical expenses through a Health Flexible Spending Account and dependent care expenses through a Dependent Care Flexible Spending Account. Once you have made your election(s), your election is generally fixed for the remainder of the plan year. However, if you undergo a change in family status (as defined in the Summary Plan Description), you may change your elections, provided you do so within 30 days from the date of the change in family status. The plan year is from September 1 through the end of the following August.

NHA also offers a transportation and parking flexible spending account. You can enroll in, make changes to, or stop contributions to this plan at any time during the year. Your monthly elections may not exceed the monthly limits set forth by federal guidelines.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 gives you and your qualified beneficiaries the opportunity to continue health, dental, vision insurance and/or the medical flexible spending plan coverage under NHA's health, dental, vision and flexible spending plans when a "qualifying event" would normally result in the loss of eligibility. Some qualifying events are resignation, termination from employment, death of an employee, a reduction in an employee's hours (including some types of leaves of absence), an employee's divorce or legal separation, a dependent child no longer meeting eligibility requirements, and an employee's eligibility for Medicare entitlement.

Under COBRA, you or your beneficiary pays for such coverage, as provided by applicable law, at NHA's group rates plus an administration fee.

Life Insurance/Accidental Death and Dismemberment

NHA offers regular full-time employees term Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance coverage, subject to the terms and conditions of the plan. Each policy offers a benefit of 1 x base pay with a minimum benefit of \$25,000, up to a maximum benefit of \$50,000. Regular full-time employees also have the option of purchasing voluntary life insurance benefits for themselves and their dependents based on their families' insurance needs.

In the event of the employee's death, life insurance benefits will be paid to the employee's beneficiaries. If the employee's death was caused by an accident, the beneficiaries of the employee also will receive an additional benefit through the AD&D Insurance. AD&D Insurance also provides monetary benefits in the event of a serious injury. Please see the Summary Plan Description for eligibility requirements and further details.

Short-Term Disability

NHA's short-term disability (STD) plan provides qualifying employees with partial pay during weeks that employees do not work due to a non-work related illness, injury, or medical disability, subject to the terms and conditions of the plan. To be eligible for STD benefits, an employee must: (1) be a regularly scheduled, full-time employee (salaried or hourly) at the time of the leave; (2) have completed one year of active regular full-time service (35 hours or greater per week) in the year preceding the leave of absence or two years of active part-time service (20 hours or greater per week) in the two years preceding the leave of absence; (3) have been diagnosed by a medical

doctor as having a non-work related injury or condition, including pregnancy; and (4) be unable to work for more than three consecutive work days as advised by a medical doctor. This benefit is intended for active employees only. Should employment terminate, benefits would cease as of the date of termination. The benefit begins after a qualifying employee has been off from work for three or more consecutive working days. STD benefits are generally payable for up to a maximum of 26 weeks within a rolling 12 month period. No benefits are payable under this program if your illness or injury is connected to work you do for another employer. The benefit is paid out at 100% for the first week and 67% each week thereafter that an employee is deemed unable to work, up to the maximum of 26 weeks.

Benefits and eligibility may vary based on differences in laws from state to state. **New York** employees may qualify for STD reimbursement from the state of New York at the rate of 50% of your normal wage up to a maximum of \$170 per week. NHA will make up the difference from what the State of New York covers to equal 100% of your normal wages for the first week you are off work and 67% of your normal wages for the remaining time that you are disabled and under a medical doctor's care for up to 26 weeks.

Intermittent Short-Term Disability – Employees who qualify for an intermittent FMLA leave may be eligible for intermittent STD. An employee who is eligible: (1) must meet the conditions outlined in the STD policy; and (2) have been deemed unable to work intermittently by a medical doctor. The first 5 work days missed will be paid at 100%; each intermittent day after that will be paid at 67%. An intermittent leave may span over a maximum of 26 weeks within a rolling 12 month period. Intermittent STD must be approved by People Services prior to the start of the leave. Approval is contingent upon meeting all outlined factors.

Reduced Work Schedule Short-Term Disability – Employees who are released to return to work at a reduced work schedule or are placed on a medically related reduced work schedule by a physician will be paid regular pay for time worked and 67% of pay for the remainder of their regularly scheduled work day. An employee who is eligible: (1) must meet the conditions outlined in the STD policy; (2) must have been placed on a reduced work schedule per a medical doctor; (3) must not have exhausted his/her 26 weeks of STD eligibility.

Payments you may be entitled to under other NHA benefits/programs (i.e., vacation pay) are reduced by any STD benefits received. In other words, if you are a school employee who is eligible for vacation pay during a week you also are eligible for STD, you may not receive more than 100% of your regular rate of pay for that week. You may not collect both STD benefits and vacation pay. Salaried employees will receive 100% of pay during school vacation periods as outlined in the School Vacation Policy. If you are an hourly school employee, you are not eligible for STD benefits during school vacations listed in the Annual School Employment calendar.

School holidays will be paid out in accordance with the School Holiday policy. Full-time employees will be paid at 100% of pay for the holidays designated in the Holiday section of the Employee Handbook.

Service Center Employees: Full-time Service Center employees will be paid at 100% of pay for the holidays designated in the Holiday section of the Employee Handbook.

If you need STD benefits, please contact a People Services Representative as soon as possible.

Long-Term Disability

NHA provides all full-time regular employees with long-term disability (LTD) benefits after they have completed one year of active regular full-time service in the year preceding the leave of absence, subject to the terms and conditions of the plan. Under this program, employees who are disabled for more than 180 days because of injury or illness (in accordance with the definition of "disability" specified in the Summary Plan Description) are eligible to receive a benefit equivalent to 60% of their base monthly earnings to a maximum monthly benefit of \$10,000 (less other income benefits). The benefit may take effect after short-term disability benefits expire. In the event that you have a need for LTD benefits, please contact a People Services Representative 60 days prior to the date that the LTD should begin to ensure no lapse in benefits.

401(k) Savings Plan

For eligible employees, NHA offers a 401(k) retirement savings plan to help eligible employees accumulate the assets the eligible employees will need for retirement on a pre-tax basis. NHA automatically enrolls eligible employees in the 401(k) plan after completing 45 days of employment at NHA, unless the employee declines participation, subject to the terms and conditions of the plan.

With the convenience of regular payroll deductions, you may contribute from 1-80% of your compensation per pay period, subject to the maximum annual limit. Once eligible, you can increase, decrease, start and stop your contributions to the plan at any time by contacting MassMutual at <https://www.massmutual.com/journey/Login.aspx> or 1-800-743-5274. For investment advice at no cost to you, you can contact PearlStreet Investment Management at 1-800-456-2155.

Each year, NHA may, at its discretion, elect to match a portion of employee contributions. Currently the match is \$.50 for each \$1.00 employees contribute up to 6% of pay (maximum employer contribution is 3%). Please see the Summary Plan Description for eligibility requirements and further details.

Ohio employees are not eligible to participate in this benefit and participate in the SERS or STRS retirement plan instead. Likewise, in Georgia, employees in certain positions are not eligible to participate in this benefit and are required to participate to in the Teachers Retirement System of Georgia.

SERS/STRS

NHA employees who work in Ohio are required to participate in the state retirement plans: Ohio School Employees Retirement System (SERS) or Ohio State Teachers Retirement System (STRS). Employees are required to contribute 10% of pay pre-tax to either the SERS or STRS retirement systems depending on their job classification. Both Ohio Retirement systems require NHA to make a 14% employer match. Because Ohio requires these State Retirement Systems, employees in Ohio are not eligible to participate in NHA's 401(k) plan.

For more information about SERS contact 1-866-208-7377 or www.ohsers.org and for more information about STRS contact 1-888-535-4050 or www.strsoh.org.

TRS

NHA employees in certain positions who work in Georgia are required to participate in the Teachers Retirement System of Georgia (TRS). Employees are required to contribute 5.53% of pay pre-tax to TRS. TRS requires NHA to make a 10.28% employer match. Because Georgia requires this State Retirement System, employees in Georgia are no longer eligible to participate in NHA's 401(k) plan.

For more information about TRS contact 1-800-352-0650 (outside metro Atlanta area) or 404-352-6500 (metro Atlanta area) or www.trsga.com.

Tuition Reimbursement

NHA recognizes that the skills and knowledge of its employees are critical to the success of the organization. NHA encourages employees to continue their education in subjects and fields related to their current and future NHA job responsibilities. NHA offers tuition reimbursement to encourage employees to maintain and improve job-related skills, achieve their professional development plans, achieve recertification, and enhance their ability to compete for reasonably attainable jobs within NHA.

NHA will reimburse classes at an accredited college or university that go toward a teaching certification or a higher teaching degree. NHA also will reimburse employees who are gaining expertise in other subject areas related to teaching (e.g., science, math, language arts, etc.) NHA may, in its discretion, approve a non-educational related

degree for secretaries and administrators. Service Center employees will be reimbursed for classes at an accredited college or university that go toward a job related degree, as approved by NHA.

All regular full-time employees who are regularly scheduled to work 35 or more hours per week and part-time employees who are regularly scheduled to work 20 or more hours per week are eligible. Employees must be employed with NHA on the dates the class starts and ends and the date reimbursement is paid. NHA reimburses Principals, Principals in Residence, Assistant Principals, Deans, Service Center Directors and Executives up to 100% of the tuition costs. All other eligible employees are reimbursed up to 50% of the tuition costs. Reimbursement includes up to 9 semester credit hours in each fiscal year if a grade of "B" or better is obtained in the class. NHA's fiscal year runs from July 1 – June 30. The starting date of the class determines which fiscal year into which the class falls. If the school or university does not grade the class on an A through F basis, it is within NHA's discretion to determine if the grade received is equivalent to a "B" or better.

If an employee ends employment with NHA within six months of a completed course for which he/she has received reimbursement, the employee will be responsible to reimburse NHA for the amount of tuition reimbursement received.

Once the class has ended, a tuition reimbursement form, an itemized billing statement from the college or university, and a copy of the grade report from the college or university must be sent to People Services. Reimbursement will be processed through Payroll and will be included on an employee's paycheck. NHA reserves the right to deny tuition reimbursement if proper paperwork is not turned in within six months after the class has ended. NHA does not reimburse for recreation/activity fees, book fees, late registration fees, or any other non-tuition related fees.

According to federal law, tuition reimbursement amounts paid in excess of \$5,250 in a single calendar year must be included as income and are subject to withholding taxes, unless the benefits qualify as a working condition fringe benefit.

Please refer to the Tuition Reimbursement Policy for additional details and for the Tuition Reimbursement Form.

Employee Assistance Plan

NHA has partnered with ENCOMPASS to offer employees and their family members free, confidential counseling services and tools to help cope with stress, depression, financial problems, legal issues, family situations and more. ENCOMPASS may be contacted via phone at 800-788-8630 or online at www.encompass.us.com (username: nha).

Nursing Mothers

NHA is committed to supporting nursing mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. Employees who are nursing will be provided with reasonable breaks to express breast milk as frequently as needed for up to one year after the birth of a child. NHA will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their right to express milk in the workplace.

Colorado Employees: Employees who are nursing will be provided with reasonable breaks to express breast milk as frequently as needed for up to two years after the birth of a child.

New York Employees: Employees who are nursing will be provided with reasonable breaks to express breast milk as frequently as needed for up to three years after the birth of a child.

Service Recognition

NHA appreciates the loyalty and service of its employees. Our service award program recognizes this service and the value of the skill, knowledge and judgment developed through years of experience.

Each year, Service Awards are presented to employees whose years of service will or have reached the following milestones: 5 years, 10 years, 15 years, 20 years and 25 years. Qualifying service is based on your adjusted hire date as a regular employee.

Excellence in Teaching Award

The NHA Excellence in Teaching Award was created to recognize the accomplishments of individual teachers and the impact they have on student success. All active teachers of record are eligible for an NHA Excellence in Teaching Award in one of four categories: grades K-1; grades 2-5; grades 6-8; and co-curricular specialists. Being true to what we value – results and how we get results – we have aligned our criteria for the award with student learning and the behaviors articulated through our six individual success factors.

Charter School / Teacher Appreciation Week & American Education Week

To show our appreciation for our educators, school staff and Service Center staff, NHA celebrates Charter School/Teacher Appreciation Week in May and American Education Week in November. NHA recognizes the important contributions of charter schools and is committed to ensuring that all children receive the education they need to lead lives of purpose and success. We celebrate these weeks by providing our staff with luncheons and a variety of gifts.

Discounts for Educators

As a teacher or someone who works for an educational institution, you qualify for a number of discount programs offered through various companies. For details on the discounts offered, please visit the NHA Benefits website on my.heritageacademies.com.

Adoption Assistance

NHA believes strongly in the value of family; whether it is the family at work, at home, or at school. To support that belief, we offer up to \$3,000 to any eligible employee to help with the financial burden of the adoption procedure.

To qualify for this benefit, you must be an active regular full-time employee with at least one year of active regular full-time service in the year preceding the adoption. The benefit is provided upon proof that a legal adoption or placement is complete. The costs of adoption also must be substantiated. All necessary documents must be sent to the People Services Department for approval and processing. This benefit does not apply to legal fees for adoption of stepchildren.

Leaves of Absence

During your employment with NHA, there may come a time when it is necessary for you to take a leave of absence. **Your manager and the People Services Department must approve all leaves of absence.** Please also reference the Short-Term and Long-Term Disability sections of this Handbook.

Bereavement Leave

All regular NHA employees, regardless of full-time or part-time status, are eligible for up to three days of paid bereavement leave for the death of an immediate family member during the five calendar days immediately following the death. The amount of bereavement pay is determined by your regular schedule. Immediate family is defined as you or your spouse's parents, stepparents, siblings, stepbrother/sister, children, stepchildren, spouse, grandparents, grandchildren, or any relative residing in your household.

If available, you may use vacation days for time off in case of a death outside of your immediate family. You are not eligible for bereavement benefits if you are on disability leave, workers' compensation leave, Family and Medical Leave, scheduled vacation, layoff, or unpaid leave of any kind. Your manager must approve all requests for bereavement leave. Should this policy differ from state law in the state where you work, state law will apply.

Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act (FMLA), NHA will provide eligible employees unpaid leave for certain family and medical reasons.

Up to 12 weeks of unpaid leave may be requested for the following reasons:

- To care for your child after birth or for a child placed with you for adoption or foster care
- To care for your spouse, minor or disabled adult child, or parent who has a serious health condition
- For a serious health condition that makes you unable to perform your job
- Because of a qualifying exigency arising out of a covered family member's (spouse, child or parent) active duty or call to active duty in the National Guard, the Reserves, or retired armed forces or Reserves, in support of a contingency operation ("qualifying exigent leave")

Up to 26 weeks of unpaid leave may be requested for the following reason:

- To care for an injured or ill service member (spouse, child, parent or next of kin) who is (a) a member of the Armed Forces, the National Guard, or the Reserves and who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty ("military caregiver leave"); or (b) a veteran of the Armed Forces, the National Guard, or the Reserves, and who is receiving treatment, recuperation, or therapy for a qualifying serious injury or illness incurred or aggravated in the line of duty provided the military service was within 5 years of the treatment, recuperation, or therapy.

A "serious health condition" involves:

- Inpatient care or follow up directly related to inpatient care
- A period of incapacity of more than 3 consecutive calendar days and two or more treatments from a health care provider
- A period of incapacity of more than 3 consecutive calendar days and at least one treatment by a health care provider resulting in a regimen of prescribed treatment
- Incapacity due to pregnancy, childbirth or for prenatal care
- Incapacity due to a chronic serious health condition that requires periodic visits for treatment over an extended period of time (e.g., asthma, epilepsy, etc.)

- A period of incapacity that is permanent/long-term due to a condition that may or may not be treatable (e.g., Alzheimer's, terminal stages of a disease, a severe stroke, etc.)
- Absences to receive multiple treatments for either (1) restorative surgery after an accident or injury, or (2) a condition that would likely result in incapacity for more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis)

Please note that a "serious health condition" does not include cosmetic surgery, the common cold, flu, earache, upset stomach, ulcers, headaches (other than migraines), orthodontia problems, periodontal disease, dental treatments, etc., unless they require inpatient care or if complications arise.

Qualifying Exigency Leave: An employee whose spouse, child or parent is on active duty or has been notified of an impending call or order to active duty in the National Guard, the Reserves, or retired armed forces or Reserves, in support of a contingency operation may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Qualifying exigencies include such things as attending to legal and financial matters; providing urgent childcare or making alternative schooling or childcare arrangements; attending or participating in certain non-medical counseling sessions; attending military events; attending post-deployment and reintegration briefings; spending time with a military member who is on short term rest and recuperation leave during deployment; and addressing issues that arise due to short-notice call or order to active duty. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period. Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

Military Caregiver Leave: This leave be taken up to 26 weeks in a single 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is (a) a member of the Armed Forces, the National Guard, or the Reserves and who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty; or (b) a veteran of the Armed Forces, the National Guard, or the Reserves, and who is receiving treatment, recuperation, or therapy for a qualifying serious injury or illness incurred or aggravated in the line of duty provided the military service was within 5 years of the treatment, recuperation, or therapy. Next-of-kin is defined as the closest blood relative of the injured or recovering service member other than a spouse, child or parent.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This type of leave must be taken within a single 12-month period beginning on the first date the employee takes leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are counted with this type of leave for purposes of totaling the maximum 26 weeks of leave in a 12-month period.

Eligibility, Leave Entitlements and Limitations, Certification: To be eligible for a leave, you must have worked for NHA for at least 12 months; you must have worked at least 1,250 hours in the 12-month period prior to requesting leave; and there must be at least 50 employees within 75 miles of where you work. Eligibility is determined for each reason for leave.

Except for military caregiver leave, which is counted using a single 12-month period, leave for all other reasons is counted using a rolling 52-week period that looks back from the date each leave is taken. Therefore, each time you take FMLA leave for a reason other than military caregiver leave, your remaining leave entitlement will be the balance of the 12 weeks that has not been used during the immediately preceding 52 weeks. Military caregiver leave is counted separate from all other leave reasons, except that under no circumstances may military caregiver leave and leave for other reasons exceed 26 weeks in a single 12 month period.

Where a husband and wife both work for NHA, they will be limited to a combined 12 weeks (not 24 weeks) of leave due to birth, adoption or placement of a child for foster care, to care for a parent with a serious health condition, or a combined 26 weeks of leave for military caregiver leave. Leave for a newborn or newly placed child

may be taken only within 12 months from the date of birth or placement. This leave may only be taken continuously.

Leave due to a serious health condition (either the employee's or a family member's), qualifying exigency leave, and military caregiver leave may be taken on in a single block of time or on a reduced schedule or an intermittent basis where medically necessary. Where an employee takes leave for planned medical treatment or leave on an intermittent or reduced schedule basis, the employee must attempt to work with NHA to schedule such leave so as not to disrupt operations.

When the need for leave is military-related or due to a serious health condition (the employee's or a family member's), you will be required to provide certification of the need for leave and its duration on a form supplied by NHA. Generally, this certification must be completed and returned within 15 days of when it was provided to you. NHA is not responsible for any charges incurred for completing the certification forms. While off work on leave, verification of continued need for leave and intent to return may also be requested. Failure to provide timely notice or the required certification may result in the leave being delayed or denied, or your absences being counted against our attendance policy or standards.

Notice: When possible, employees are required to give NHA at least 30 days' notice of the need for leave. When the need for leave becomes known less than 30 days in advance, you are required to notify NHA promptly when the need for leave becomes known. When the need for leave is unforeseeable, you or someone on your behalf must notify NHA as soon as possible. Subject to the above, you must generally comply with NHA's normal absence notification procedures.

Please provide as much information as possible about the reasons for leave so that we can properly and timely determine whether your leave qualifies under this policy. Calling in "sick" is not sufficient. If your leave has already been approved and you subsequently need time off for that same reason, you must specifically inform us that you are taking leave for that reason or tell us that you are taking "FMLA leave."

Failure to provide timely or sufficient notice may result in your leave being delayed or denied, or your absence may be counted against NHA's attendance expectations.

If you request leave, you will be informed whether you are eligible for leave under the FMLA. If you are, the notice will specify any additional information required as well as your rights and responsibilities. If you are not eligible, you will be notified and given a reason for the ineligibility. You will also be informed if leave will be designated as FMLA leave and if known, the amount of leave counted against your total leave entitlement. If NHA determines that the leave is not covered by the FMLA, you will be notified of this determination.

Coordination with Other Forms of Leave: All time off work that meets the definitions under FMLA will be charged against the FMLA allowances. For example, whenever a workers' compensation leave, a disability leave, or any other leave is due to a serious medical condition, all time off will be charged against your FMLA allowance. This provision applies even when you make no reference to FMLA at the time you request or take time off.

Benefit Continuation and Return from Leave:

To the extent they were in effect when the leave began, group health plan benefits are continued during FMLA leave on the same basis as for active employees. To maintain health care coverage during an approved leave, you must continue to pay the regular required employee contribution. If you fail to make the required contributions, health care coverage may be terminated and you will be allowed to continue coverage under COBRA. Employees who fail to return from an FMLA leave or who terminate within 30 days of returning may be required to reimburse NHA for any insurance premiums paid on their behalf during a leave. Non-health benefits (e.g., life, disability, vacation accrual, etc.) will be continued during a FMLA leave. You will not lose any benefit that was earned prior to your leave.

When you return from FMLA leave, you will be reinstated to the same job or to an equivalent job with the same pay, benefits, and terms and conditions of employment. For school employees, the determination of how an employee is to be restored to "an equivalent position" upon return from FMLA leave will be made on the basis of established written policies. Reinstatement to the same or an equivalent position may not be possible if the position or benefits would have been changed or eliminated if you had not been on FMLA leave. In that case, you will be given the same consideration as if you had not taken the leave. Employees returning from a leave due to their own serious health condition may be required to provide NHA with a fitness for duty certification.

Designation of Leave: If you return from any period of absence that has not been designated as FMLA leave and you wish to have the leave counted as FMLA leave, you must notify NHA within 2 business days of returning to work that the leave was for FMLA reasons. Failure to provide the necessary notice will prevent any later FMLA protection for that absence. For additional information, contact the People Services Department.

Key Employees: Certain employees may not be reinstated to the same or an equivalent job after an FMLA leave if reinstatement would cause NHA substantial and grievous economic injury. A "key employee" is an employee who is among the highest paid 10 percent of salaried employees employed by NHA within 75 miles of the employee's work site. If you are a "key employee" under this definition and you request FMLA leave, NHA will notify you in writing concerning your reinstatement.

Instructional Employees: Instructional employees requesting FMLA leaves may be granted leaves in accordance with special rules applicable to such employees.

Termination of Leave: Your FMLA leave and accompanying benefits will end under any of the following circumstances:

- Your employment would have ended if you had not taken FMLA leave.
- You inform NHA of your intent not to return from leave.
- You fraudulently obtain FMLA leave.
- You fail to return from leave or continue on leave after exhausting your FMLA leave entitlement, unless permission to do so has been granted in writing by the Director of People Services.
- You falsify any information or document in connection with the leave request.
- You work elsewhere while on leave without prior approval of NHA.

This is merely a brief description of the Family and Medical Leave Act. To obtain a full copy of the Act, please contact the People Services Department.

Employees in Wisconsin may be eligible for leaves under the Wisconsin Family and Medical Leave Laws. Employees in Wisconsin should consult my.heritageacademies.com to review a copy of the Wisconsin Family and Medical Leave Act policy.

Employees in Louisiana may be eligible for a leave on account of pregnancy/childbirth in accordance with Louisiana law. Employees in Louisiana should consult my.heritageacademies.com to review a copy of the Louisiana Pregnancy/Childbirth Leave policy.

Unpaid Personal Leave (not covered by FMLA)

You may request an unpaid leave of absence for personal needs **due to extreme situations over which you have no control, such as a medical or family emergency not covered by FMLA**. The leave must be taken continuously and only 1 unpaid personal leave may be granted every 3 years from the date the previous leave began. Once an employee has missed 3 or more consecutive days from work, a formal leave should be requested. The leave will begin effective the first day the employee missed. **Requests for unpaid personal leaves must be approved by the People Services Department.**

Unpaid personal leaves must be substantiated with documentation of the medical necessity or the nature of the emergency. The maximum time an employee may be granted an unpaid personal leave is the time he/she is deemed medically unable to work up to a maximum of 6 weeks. If the leave is for a family emergency, the time granted will be reviewed based on the need up to a maximum of 6 weeks.

Employees must request a leave at least 2 weeks prior to the time the leave is to begin. However, if the leave is due to an emergency, the employee is to notify their manager immediately and to submit a written leave request to People Services within 3 days. Employees are expected to return to work immediately at the end of their leave. If you do not return to work within 3 days after the end of your leave, NHA will consider you to have resigned.

Your elected employee benefits will continue during your leave. You are responsible to reimburse NHA for any missed health premium deductions when you return to work.

Reinstatement cannot be guaranteed to employees returning from a personal leave. However, NHA will attempt to give you the same position or similar position, subject to budgetary restrictions, our need to fill vacancies and our ability to find qualified replacements.

Military Leave

Leaves of absence without pay for Military or Reserve duty and Military Family are granted to regular full-time and part-time regular employees in accordance with state and federal laws. If you are a reservist or member of the National Guard, you are also granted time off without pay for required training. After returning from military service, you will have rights to reinstatement, vacation, compensation, and length of service as required by law.

Jury and Witness Duty

If you are a regular full-time employee who is summoned to jury duty, NHA continues your base wage rate during your active period of jury duty up to a maximum of 15 days per calendar year. You are also permitted to retain any allowance you receive from the court for such service. If you are not a regular full-time employee, you are given time off without pay while serving jury duty. Employees out on any leave are ineligible for jury duty pay.

You must show your jury duty summons to your manager as soon as possible so that arrangements can be made to accommodate your absence. You are expected to report to work whenever the court schedule permits. All employees are allowed unpaid time off if subpoenaed to appear in court as a witness. Volunteer service on a jury, appearances as a voluntary witness, or as a plaintiff or defendant is not covered by this policy. Should this policy differ from state law in the state where you work, state law will apply.

Rules of Conduct

Working Together

NHA expects high standards of conduct and performance from all employees. Behavior or performance that is below these standards may result in disciplinary action, up to and including termination from employment, as appropriate. In addition to the policies contained in other sections of this Handbook, the standards listed below represent examples of situations that may occur. NHA may take disciplinary action, up to and including termination of employment, as deemed appropriate if circumstances arise which are not specifically covered by this Handbook.

Violations of the following policies are so serious that, following a thorough investigation, they could result in corrective action up to and including termination from employment for the first offense:

- **Violence or Threat of Violence** – including deliberate property damage, threatening conduct or fighting.
- **Dangerous Behavior** – carrying weapons; using, possessing or distributing intoxicants or illegal drugs; reporting to work under the influence of intoxicants or illegal drugs; refusing to take a drug or alcohol screen when requested; failing to report a work related injury.
- **Dishonesty/Unethical Behavior**– theft or concealment of stolen property; falsifying NHA records or any employment-related information; originating or spreading false statements concerning employees or NHA; unauthorized disclosure of confidential information.
- **Inappropriate Business Behavior** – gambling; abusive, profane, or threatening language; insubordination; violation of discrimination or harassment policies; misuse of confidential information; conducting personal business during work time; excessive absenteeism or tardiness; showing disrespect for co-workers; improper use of NHA technology or other NHA resources.

Corrective Action

Corrective action ranges from a documented verbal reminder to immediate termination from employment, depending on certain factors, including, but not limited to, the seriousness of the violation and whether it is a first violation or a recurrence. NHA may suspend an employee from work while investigating a situation to determine the appropriate course of action.

A violation of policy or standards may lead to one of the following disciplinary actions, according to the seriousness of the violation:

1. **Documented Verbal Reminder**
Your manager will meet with you to discuss a problem with your performance or business behavior. This will be documented in your personnel file.
2. **Written Warning**
Your manager will put a performance or behavioral issue in writing. This will be reviewed with you. Corrective actions will be discussed. Both you and your manager will sign the written warning. The written warning may include a suspension from work.
3. **Final Written Warning**
If your performance or behavior does not improve and you have not taken the appropriate action to address the issues, a final written warning will be given. This will be reviewed with you. Corrective actions will be addressed. Both you and your manager will sign the final written warning. The final written warning may include a suspension from work. This is the last step prior to termination from employment.
4. **Termination from Employment**
Some policy violations may result in immediate termination from employment without any prior warnings.

In addition, in the event of unacceptable or insufficient job performance, NHA may provide coaching or a performance improvement plan to the employee.

NHA has no obligation to use any one or more of these forms of discipline prior to discharging an employee. Any or all of these disciplinary actions may be omitted as NHA deems appropriate, in its sole discretion. Nothing in this policy changes or modifies the at-will employment status of employees.

ATTACHMENT 9.3

Licensure Training – Closing Duties
Certification of Fiscal Agent, Officer or
Services Provider

I, Kathleen (Schmidt) Schaaphok,
hereby certify that I am licensed as provided for under R.C. 3301.074 (license attached and made a part of this certificate), or, that I have completed not less than sixteen (16) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, completed an additional twenty-four (24) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, or have completed or will complete eight (8) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor during each subsequent year. Official transcripts, licenses and certificates for all hours of training are attached as Exhibit A to this Certification.

If School obtains a new fiscal agent, officer or service provider, then a new Certification of Fiscal Agent, Officer or Service Provider must be signed and sent to Sponsor within three (3) business days.

The written agreement between Fiscal Agent, officer or Services Provider (“Treasurer”) and the School requires that Treasurer be retained to also provide all closing responsibilities required by Sponsor, School and ODE should School close for any reason.

Fiscal Agent, Officer or Services Provider

Kathleen Schaaphok

8/30/12
Date

Witnesses

[Signature]
[Signature]

School

Kevin A. Robie

06/21/12
Date

Witnesses

[Signature]
[Signature]

Exhibit A to Attachment 9.3
Licenses, Transcripts, Certificates for all hours of training

State of Ohio

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **KATHLEEN E. SCHMIDT**

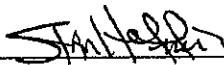
License Number: OH3103299

Issue Date: 09/27/2011

FROM: 07/01/2011 - 06/30/2016

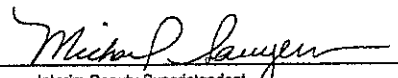
The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer



Superintendent of Public Instruction

1202372



Interim Deputy Superintendent

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **KATHLEEN E. SCHMIDT**

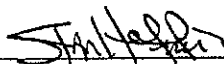
License Number: OH3103299

Issue Date: 09/27/2011

FROM: 07/01/2011 - 06/30/2016

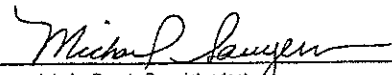
The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer



Superintendent of Public Instruction

1202372



Interim Deputy Superintendent

ATTACHMENT 9.4
Treasurer's Bond



Crime Program
Certificate of Coverage

NATIONAL HERITAGE ACADEMIES

Certificate No. 006

Master Bond No. 104713358

This is to Certify

That the following Fiscal Agent of the Pathway School of Discovery, 173 Avondale, Dayton, OH 45404 is covered under a Crime Program through the master policy of the National Heritage Academies provided by the Travelers Casualty & Surety Company of America. The coverage and limit(s) are set forth below:

Insured:
Kathleen Schmidt

Terms of Coverage:

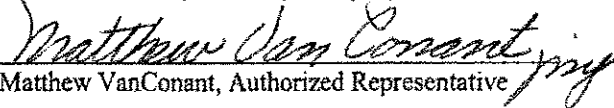
Policy Term: June 30, 2010 to August 1, 2011

Coverage:

	<u>Limit of Liability</u>	<u>Deductible</u>
A-Scheduled	\$25,000.	\$500.

Policy Term Premium: \$108.50

Travelers Casualty & Surety Company of America


Matthew VanConant, Authorized Representative

ATTACHMENT 9.5
Projected Budget/Financial Plans
Five-Year Projection of Operational Revenues and Expenditures under R.C.
§5705.391
Amount of Per-Pupil Expenditure Assumed
ODE Per-Pupil Expenditure Worksheet
Financial Information Summary (FIS)
CCIP, SOES, OEDS-R Forms

FIVE YEAR BUDGET PLAN

Community School Budget:

PATHWAY SCHOOL OF DISCOVERY

IRN#

000138

School District:

PATHWAY SCHOOL OF DISCOVERY

County:

MONTGOMERY

Fund Name:

ALL FUNDS

	2012-13	2013-14	2014-15	2015-16	2016-17
	FY - 1	FY - 2	FY - 3	FY - 4	FY - 5
Receipts					
Beginning Cash Bal.					
School Foundation	\$ 4,658,100	\$ 4,658,100	\$ 4,658,100	\$ 4,658,100	\$ 4,658,100
State Sub-Grant	5,300	5,300	5,300	5,300	5,300
Federal Sub-Grant	244,700	244,700	244,700	244,700	244,700
CCIP Funds	440,500	440,500	440,500	396,100	396,100
Misc from Local Sources	61,600	61,600	61,600	61,600	61,600
Other (Transfers Between Funds)	-	-	-	-	-
Other (Contribution from NHA)	218,100	308,700	405,300	503,800	604,900
Total Receipts (including start-up)	\$ 5,628,300	\$ 5,718,900	\$ 5,815,500	\$ 5,869,600	\$ 5,970,700
1100 Reg. Instruct.					
100 Salaries-Instruct.	\$ 1,431,800	\$ 1,469,900	\$ 1,509,200	\$ 1,549,700	\$ 1,591,300
200 Retirement/Insurance Benefits	637,300	654,100	671,400	689,300	707,700
400 Purchased Services	193,200	193,500	195,700	164,700	167,000
500 Supplies and Materials	167,400	162,200	162,400	151,500	151,700
600 Capital Outlay	-	-	-	-	-
800 Other Objects	19,700	19,800	19,900	20,000	20,100
Total Reg. Instruct.	\$ 2,449,400	\$ 2,499,500	\$ 2,558,600	\$ 2,675,200	\$ 2,637,800
1200 Spec. Instruct.					
100 Salaries	\$ 133,600	\$ 137,600	\$ 141,700	\$ 146,000	\$ 150,300
200 Retirement/Insurance Benefits	62,300	64,200	66,100	68,000	70,100
400 Purchased Services	16,600	17,000	17,400	17,800	18,200
500 Supplies and Materials	3,300	3,400	3,400	3,500	3,600
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total SE Instruct.	\$ 215,800	\$ 222,200	\$ 228,600	\$ 235,300	\$ 242,200
2100 Pupil Spprt.					
100 Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
200 Benefits	-	-	-	-	-
400 Purchased Services	221,800	226,200	230,800	235,400	240,100
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total	\$ 221,800	\$ 226,200	\$ 230,800	\$ 235,400	\$ 240,100
2200 Support Svcs.					
100 Salaries	\$ 223,500	\$ 230,400	\$ 237,500	\$ 244,800	\$ 252,300
200 Retirement/Insurance Benefits	80,400	82,800	85,400	88,000	90,700
400 Purchased Services	156,760	157,760	158,860	159,960	161,060
500 Supplies and Materials	12,000	12,200	12,400	12,500	12,700
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total	\$ 472,660	\$ 483,160	\$ 494,160	\$ 505,260	\$ 516,760
2300 General Admin					
100 Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	49,800	50,000	50,100	50,200	50,300
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	32,700	33,400	34,000	34,700	35,400
Total	\$ 82,500	\$ 83,400	\$ 84,100	\$ 84,900	\$ 85,700

2400 Admin.					
100 Salaries	\$ 161,700	\$ 166,900	\$ 172,100	\$ 177,500	\$ 183,100
200 Retirement/Insurance Benefits	63,800	65,800	67,800	69,900	71,900
400 Purchased Services	289,100	289,700	290,400	291,000	291,600
500 Supplies and Materials	14,300	14,600	14,900	15,200	15,500
600 Capital Outlay	-	-	-	-	-
800 Other Objects	8,100	8,300	8,500	8,600	8,800
Total	\$ 537,000	\$ 545,300	\$ 553,700	\$ 562,200	\$ 570,900
2500 Fiscal					
100 Salaries	-	-	-	-	-
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	66,100	66,100	66,100	66,100	66,100
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total	\$ 66,100	\$ 66,100	\$ 66,100	\$ 66,100	\$ 66,100
2600 Business					
100 Salaries	-	-	-	-	-
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	2,900	2,900	2,900	2,900	2,900
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total	\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900
2700 Operations					
100 Salaries	-	-	-	-	-
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	1,014,900	1,023,300	1,028,000	1,032,700	1,037,500
500 Supplies and Materials	8,400	8,500	8,600	8,700	8,800
600 Capital Outlay	-	-	-	-	-
800 Other Objects	5,500	5,500	5,500	5,500	5,500
Total	\$ 1,028,800	\$ 1,037,300	\$ 1,042,100	\$ 1,046,900	\$ 1,051,800
2800 Transport.					
100 Salaries	-	-	-	-	-
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	-	-	-	-	-
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -
2900 Central Services					
100 Salaries	-	-	-	-	-
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	225,140	225,140	225,640	225,640	225,540
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	-	-	-	-	-
Total	\$ 225,140	\$ 225,140	\$ 225,640	\$ 225,640	\$ 225,540
3100 Food Service					
100 Salaries	\$ -	\$ -	\$ -	\$ -	\$ -
200 Retirement/Insurance Benefits	-	-	-	-	-
400 Purchased Services	291,600	292,100	292,100	292,100	292,100
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay	-	-	-	-	-
800 Other Objects	34,600	35,600	36,700	37,700	38,800
Total	\$ 326,200	\$ 327,700	\$ 328,800	\$ 329,800	\$ 330,900
GRAND TOTAL	\$ 5,628,300	\$ 5,718,900	\$ 5,815,500	\$ 5,869,600	\$ 5,970,700

OFFICE OF COMMUNITY SCHOOLS

Per Public Expenditure Worksheet

School Name: Pathway School of Discovery

Sponsor: Lucas County

IRN #: 000138 County: Montgomery

For Fiscal Year 2013

Basic Formula '13	x	Estimated # of Students	=	'13 Formula Total
\$5,653.00	x	<u>752</u>	=	<u>\$4,251,056</u>
A.		Estimated Revenue from PBA* Family Services	=	<u>\$305,144</u>
B.		Estimated Revenue from Special Education Weighted Funds=	=	<u>\$101,900</u>
C.		Sum of Estimated FY '13 Annual Revenues (Totals from A, B, C)	=	<u>\$4,658,100</u>

Total Per Pupil Expenditure = $\frac{\text{Sum of Estimated FY '13 Annual Revenues (Box D)}}{\text{Total \# of Students}}$

D. Total of Students 752
 Total Per Pupil Expenditure: \$6,194

* Poverty Based Assistance

ATTACHMENT 10.1
Insurance Binders, Declaration Sheets

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Commercial P.O. Box 2167 Grand Rapids, MI 49501-2167	CONTACT NAME: Judi Heath PHONE (A/C, No, Ext): 616-233-0128 E-MAIL ADDRESS: judi.heath@hubinternational.com	FAX (A/C, No): 616-233-4110
	INSURER(S) AFFORDING COVERAGE	
INSURED National Heritage Academies Inc 3850 Broadmoor S E, #201 Grand Rapids, MI 49512	INSURER A: Citizens Insurance Co. of Ameri	
	INSURER B: Westchester Fire Insurance Co.	
	INSURER C: Travelers Casualty & Surety Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZDI1105381	08/01/2012	08/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ADI1105817	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			U7I1112271	08/01/2012	08/01/2013	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZDI1105381 Ohio Employers Stop Gap Coverage	08/01/2012	08/01/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	D&O w/EPLI			G25021903002	08/01/2012	08/01/2013	\$10,000,000w/\$75000 Ded \$100,000 on EPLI
C	Fidelity			10567717	08/01/2012	08/01/2013	\$1,000,000 w/\$25000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Education Service Center of Lake Erie West and the following Schools are an Additional Insured as respects General Liability (CG2029) and D&O (MS3868)
 Umbrella is Excess over: General Liability, Automobile Liability and Ohio Employers Stop Gap
 Alliance Academy of Cincinnati, Apex Academy, Emerson Academy of Dayton, North Dayton School of Discovery, Orion Academy, Pathway School of Discovery, Pinnacle Academy, Winterfield Venture Academy

CERTIFICATE HOLDER Education Service Center of Lake Erie West 2275 Collingwood Blvd Toledo, OH 43620	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ATTACHMENT 11.19
Board Resolutions Approving Contract

PATHWAY SCHOOL OF DISCOVERY

Board Meeting Minutes

DRAFT

Wednesday, June 6, 2012 at 4:00 PM

Meeting held at:

North Dayton School of Discovery

3901 Turner Road

Dayton, OH 45415

BOARD OF DIRECTORS:

PRESENT

UNABLE TO ATTEND

BOARD OF DIRECTORS:	PRESENT	UNABLE TO ATTEND
Paige Bartlett – Secretary		X
Susan Garretson – Director	X	
Duane Martin – Vice President	X	
Kevin A. Robie – President/Treasurer	X	
Kay Wick – Director	X	

Non-Board Members Attending:

1. Anne Barnett – ESC of Lake Erie West
2. Andrea Townsend – Principal at North Dayton School of Discovery
3. Keith Colbert – Principal
4. Brooke Wright – 3rd-5th Grade Dean at North Dayton School of Discovery
5. Greg Dennis – NHA

1. CALL TO ORDER

Kevin A. Robie called the meeting to order at 5:20 PM.

2. ROLL CALL

Roll call was held and a quorum was present.

3. MANAGEMENT REPORTS

Principal Report/School Leadership Team Report

Keith Colbert presented the Principal Report and the School Leadership Team Report.

i. Enrollment Update

The Enrollment Update was presented. The school expects to be at or near full enrollment in the fall.

PATHWAY SCHOOL OF DISCOVERY

Board Meeting Minutes

DRAFT

Wednesday, June 6, 2012 at 4:00 PM

School Performance Dashboard Suite

The School Performance Dashboard Suite was presented.

- i. The Proficiency & Growth were presented.

Board Meeting Attendance Report

The Board Meeting Attendance Report was reported.

Race to the Top Update

Greg Dennis and Keith Colbert presented the Race to the Top Update.

Board Fund Report

The Board Fund balance was reported.

4. DISCUSSION ITEM(S)

None.

5. ANNUAL MEETING ACTION ITEM(S)

Approval of the 2012-2013 Board Meetings Calendar

A motion was made by Susan Garretson and supported by Kay Wick to approve the 2012-2013 Board Meetings Calendar as submitted. The motion was approved unanimously.

6. ACTION ITEM(S)

Approval of the May 2, 2012 Board Meeting Minutes

A motion was made by Duane Martin and supported by Kay Wick to approve the May 2, 2012 Board Meeting Minutes as submitted. The motion was approved unanimously.

Authorization of Board President to Execute Charter Contract

A motion was made by Duane Martin and supported by Kay Wick to Authorize the Board President to Execute the Charter Contract upon completion. The motion was approved unanimously.

Approval of the 2012-2013 Parent Student Handbook

A motion was made by Duane Martin and supported by Kay Wick to approve the 2012-2013 Parent Student Handbook as presented and to authorize the principal to finalize the Handbook with the understanding that any substantial changes shall be presented to the Board for approval. The motion was approved unanimously.

7. NEW BUSINESS

Greg Dennis gave a legislative update regarding Senate Bill 316 which aims to make multiple changes to state education requirements.

PATHWAY SCHOOL OF DISCOVERY

Board Meeting Minutes

DRAFT

Wednesday, June 6, 2012 at 4:00 PM

8. PUBLIC COMMENT (2 Minutes)

None was given.

9. MEETING ADJOURNMENT

The meeting was adjourned at 5:55 PM.

**Next Meeting:
August 15, 2012 at 4:00 PM**

OFFICER OF THE BOARD

SIGNATURE _____