



**EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.**

**COMMUNITY SCHOOL SPONSORSHIP  
RENEWAL CONTRACT**

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**COMMUNITY SCHOOL CONTRACT**

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# EDUCATIONAL RESOURCE CONSULTANTS OF OHIO

3401 Hamilton-Mason Road, Suite A, Hamilton, Ohio 45011

Office: 513-771-4006

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This **CONTRACT** is entered into by and between the Educational Resource Consultants of Ohio (**Sponsor**) and the governing authority of TCP World Academy, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established on or after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**Governing Authority**).

WHEREAS Chapter 3314 of the Ohio Revised Code permits the formation and operation of public community schools;

WHEREAS the **Sponsor** has been approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

WHEREAS the **Governing Authority** is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in Hamilton County, Ohio;

WHEREAS Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Contract to sponsor the **School**;

WHEREAS the **Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Contract;

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the **Sponsor** found that the **School's** compliance with applicable laws and the terms of the Existing Contract, and the **School's** progress in meeting the academic standards in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, **Sponsor** desires to extend its relationship through this Renewal Contract;

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

**ARTICLE I**  
**ESTABLISHMENT AND AUTHORITY**

- 1.1 **Corporate Formation.** The **School** shall be established as one of the following: (1) a nonprofit corporation established under R.C. Chapter 1702, if prior to April 8, 2003; or (2) a nonprofit public benefit corporation established under R.C. Chapter 1702, if on or after April 8, 2003.
- 1.2 **Good Standing.** The **School** shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established on or after April 8, 2003.
- 1.3 **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a start-up community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The **Governing Authority** is responsible for carrying out all provisions of the Sponsorship Contract.
- 1.4 **Start-Up or Continuing Start-Up or Conversion Community School.** The **Governing Authority** and the **Sponsor** agree that the **School** is a continuing start-up,  X , new start-up, \_\_\_\_\_, or \_\_\_\_\_ conversion of existing public school or educational service center building (*check one*) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the **Governing Authority** must be specified in **ATTACHMENT 1**. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.5. **Tax Exempt Status.** The **School** may qualify, but is not required to qualify, as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the **School** must be reported in writing to the **Sponsor** within five (5) business days after notice of such change to the **School**, with a copy of such official/governmental notice or letter.
- 1.6 **Corporate Documents.**
- a. The **School** shall provide copies of current corporate documents including: Certificate of Incorporation; Articles of Incorporation; Appointment of Statutory Agent; Code of Regulations; Taxpayer Employer ID Number; and IRS Determination Letter (if any) as part of **ATTACHMENT 1**. The **School's** Organization Chart must be attached as part of **ATTACHMENT 6**. The Organizational Chart must show the structure and relationship between the operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
  - c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1**.
- 1.7 **Term.** This Contract shall commence for a term beginning on July 1, 2023 and ending on June 30, 2028 ("Term") provided the Ohio Department of Education authorizes Educational Resource Consultants of Ohio, Inc. to operate as a sponsor for the Term.
- 1.8 **Open for Operation.** The **School** will be open for operation by September 30<sup>th</sup> of each School Year, unless the mission of the **School** is solely to serve drop-out recovery students. If the **School** fails to open by September 30<sup>th</sup> in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out recovery students.
- 1.9 **School Agreements with Third Parties.**
- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority** to any third parties.
  - b. The Parties to this Contract agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to their adoption by the **Governing Authority**. These agreements include:
    - (1) Purchase, sale, lease, or other disposition of any real property; and
    - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).
- 1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or a cash deposit, the **School's** Operator may provide a written guarantee of payment, which obligates the Operator to pay the costs of audits of the **School** up to an amount of Fifty Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant to R.C. 3314.50.
- 1.11 **Independent Attorney.** The **School** shall comply with R.C. 3314.036, which provides "[t]he governing authority of a community school shall employ an



attorney, who shall be independent from the school's sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school's contract with the sponsor or the school's contract with the operator."

1.12 **Location.** The **School** is authorized to operate at 6000 Ridge Ave Cincinnati [address] which shall be the **School's** primary location ("Primary Location"). The Primary Location may not change without modification to this Contract.

a. Prior to the **School** entering or renewing any lease or purchase agreement for real property ("Property Agreement"), the **Sponsor** shall have the right to: (i) inspect and approve the property, and such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution in accordance with Article I, Section A(4) of this Contract.

b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The **Governing Authority** may not enter into a lease with an Operator for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvement costs must be consistent with the yearly budget provided to the **Sponsor**.

c. All Property Agreements and modifications or renewals thereof shall be provided to the **Sponsor** upon execution.

1.13 **Autonomy of School.** **Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

## **ARTICLE II** **GOVERNING AUTHORITY/ADMINISTRATION**

2.1 **Governing Authority Duties and Composition.** The **Governing Authority** shall be responsible for carrying out the provisions of this Contract. The **Governing Authority** shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the **School** and are not members of a school district board of education or employees of a school district or educational service center. All members of the **Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. No person may serve on the **Governing Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School's** Administrative and Governance Plan, which describes the process by

which future members of the **Governing Authority** of the **School** shall be selected.

2.2 **Roster.** The **School** shall maintain and provide to the **Sponsor** a roster of the current **Governing Authority** members. The roster must include information used for **Governing Authority** business, including each member's name, mailing address, email address, home, work and cellular phone numbers.

2.3 **Required Documentation.**

a. The **School** shall require each **Governing Authority** member to provide the documents identified below.

1. A signed consent to release BCI and FBI background check results to the **Sponsor**.
2. Copies of the results of both BCI and FBI background checks, which must be repeated every five (5) years, unless the **Governing Authority** member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated.
3. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the **Governing Authority**.
4. A signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
5. A list of all other Ohio community school governing authorities on which the person currently serves.
6. The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the Operator or any employee or that the findings have been resolved.

b. The **Governing Authority** agrees to supplement the above information if such information changes during the School Year.

2.4 **Annual Conflict of Interest and Disclosure Statements**

a. Each member of the **Governing Authority** must annually sign a Conflict of Interest Statement, on a form prepared or approved by the **Sponsor** and adopted by the **Governing Authority** that addresses Ohio's public ethics conflicts laws and rules to the extent that these laws and rules are applicable to community schools.

- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or educational service center that has contracted with the **School**, or a vendor that has engaged in business with the **School**.

2.5 **Election of Governing Authority Officers.** The **Governing Authority** must hold a meeting each year to approve the election of officers, the calendar of school board meetings, and **School** calendar. The Code of Regulations must provide for the annual election of officers, annual approval of the **School** calendar and annual approval of calendar of School Board meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of school board meeting dates approved by the **Governing Authority** must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of school board meetings must be attached as part of **ATTACHMENT 1**.

2.6 **Public Availability of Governing Authority Information.** To promote transparency, the **Governing Authority** agrees to make the following information available at a publicly accessible area in the **School's** administrative office and on the **School's** website:

- a. current list of the **Governing Authority** members and officers;
- b. contact information of **Governing Authority** members for **Governing Authority** business; and
- c. schedule and location of each **Governing Authority** meeting.

2.7 **Meetings.**

- a. School board meetings must be held on at least a bi-monthly basis. The **Governing Authority** may allow the **Sponsor's** representative to be present during an executive session unless discussing either pending or imminent litigation against the **Sponsor** or matters involving attorney-client privilege.
- b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
- c. The **School** agrees to provide the **Sponsor** with a written notice of each **Governing Authority** meeting pursuant to the specified schedule and a copy of the agenda at the time it is provided to **Governing Authority** members.

1. Notice of regular meetings shall be provided promptly at least ten (10) business days prior to each meeting.
2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
3. Notice of emergency meetings shall be provided immediately upon scheduling.

2.8 **Sponsor Prior Approval of Governing Authority Members.**

- a. No person shall be eligible to serve until that person provides all required information and documentation to the **Sponsor**.
- b. Each proposed member must be approved by the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. Such approval shall not be unreasonably withheld, conditioned, or delayed.

2.9 **Training of Governing Authority Members.** All **Governing Authority** members must undergo a minimum of five (5) hours of Board training every two years with the member's first training within three (3) months of election or appointment to the **Governing Authority**. Such training must be approved by the **Sponsor**. Certifications of training must be submitted to the **Sponsor** within ten (10) business days of completion of training.

2.10 **Training Plan.** As part of **ATTACHMENT 1**, the **Governing Authority** must submit an annual **Governing Authority** training plan.

2.11 **Public Records and Open Meetings Laws.** All **Governing Authority** members, the Fiscal Officer, the Chief Administrative Officer and administration employees performing general supervisory services must complete annual training in Public Records and Open Meeting Laws.

2.12 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** shall be the position of Superintendent (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by Karen French. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resume, and references.

The **Governing Authority** must submit its School Chief Administrator contract as part of **ATTACHMENT 6**.

2.13 **Cooperation and Compliance with Sponsor Oversight.** The **Governing Authority** and Administration covenant and agree to cooperate and comply fully

with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight and monitoring of the **School** including, but not limited to, the following:

- Opening assurances site visit at least ten (10) days before the first day of student instruction when appropriate and compliance site visits at least two (2) times per year and thereafter, as **Sponsor** determines necessary. The **School** must upload documentation of all verifications of compliance information into **Sponsor's** document exchange system and maintain same in a readily accessible manner.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- Complete annual file up-date per checklist of **Sponsor**;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – listing of all funds used showing month and year activity and balances; (2) Revenue Summary – listing of all revenue received for the month and for the year; (3) Check Register – listing of all checks for the month; (4) Cash Reconciliation – book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator); and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting access by the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
- Prompt response to all appropriate requests for information from **Sponsor**, Department of Education or other government agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance at all **Sponsor** training sessions.
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.
- Adherence to all deadlines established by **Sponsor**.
- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policies in a readily accessible format.
- Have available for review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.

- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).
- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- Have available **School's** base formula amount as specified in the **School's** financial plan (budget) for the school year.
- Have available school district of residence of each student under R.C. 3313.64 and/or 3313.65.
- Number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may require reporting by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.

2.14 **Compliance With Sponsor Monitoring.** The **School** shall timely comply with all reasonable requests of the **Sponsor** to monitor **School** operations. Failure to do so is grounds for suspension, termination and/or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, and written answers within five (5) business days (unless a shorter time is required), and providing adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.

2.15 **Meetings and Workshops.** The **School** Chief Administrative Officer or appropriate representative shall participate in all relevant **Sponsor** meetings/workshops and attend training provided by the **Sponsor**, by the Department of Education, and by other appropriate groups.

2.16 **Appointment of Finance and Internal Audit Committee.** **Sponsor** encourages the **Governing Authority** to appoint/elect a Finance and Internal Audit Committee that meets before **Governing Authority** meetings to review in detail all financial information and to make recommendations to the **Governing Authority**. **Sponsor** encourages the Committee to conduct financial oversight and monitoring.

2.17 **Progress Reports.** The **Governing Authority** shall submit, within four months after the close of each school year, to the **Sponsor** and to parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and financial status. The financial status report shall be in the form prescribed by the Auditor of State. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer and of the Fiscal Officer and provide **Sponsor** with the methodology used for such performance evaluations.

2.18 **Annual Budget.** The **Governing Authority** shall adopt an annual budget by October 1 of each year.

- 2.19 **Governing Authority Performance Evaluation.** **Sponsor** shall evaluate the performance of the **Governing Authority** in reaching specific governance and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.
- 2.20 All requirements in Article 2 are operational targets under which **Sponsor** shall evaluate the **School's** operations. If the **Governing Authority** and/or the Administration fail to timely comply with these targets, **Sponsor** shall require a Corrective Action Plan setting deadlines for compliance. If the **Governing Authority** and/or **Administration** fail to comply with the Corrective Action Plan, the **Sponsor** shall impose a probationary status on the **School**.

### **ARTICLE III** **COMPLIANCE WITH LAWS**

#### **3.1 Compliance with Ohio Laws.**

- a. To the extent required by R.C. 3314.03, the **School** shall comply with the following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3302.037 [notification of report card results], 3302.13 [reading achievement improvement plan], 3302.41 [use of blended learning], 3302.42 [use of online learning], 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.536 [school emergency management plan], 3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6015 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention-focused programs], 3313.6025 [instruction on interactions with peace officers], 3313.6410 [withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment], 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension, expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 [permanent exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention initiatives], 3313.668

[removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with food allergies], 3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [ food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.39 [criminal records check], 3319.391 [applicants and new hires criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3320.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [enforcement proceedings], 3321.19 [truancy], 3321.191 [habitual absence, truancy], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3365 [college credit program], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.
- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
- e. To the extent required by R.C. 3314.03, unless it is an e-school, the **School** shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.



- f. To the extent required by R.C. 3314.03, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, the **School** shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 3313.6023 [CPR and AED training].
  - g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
  - h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; and 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-7 and/or serve ages 5-13. The **School** contracted to serve grades K-8, and intends to add the additional grades over time until all contracted grades are served. (*if applicable*) The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 1450 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.
- 3.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification and approval by the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five (5) or more consecutive days.
- 3.4 **Compliance With Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not compliant with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

#### **ARTICLE IV** **OPERATIONS**

- 4.1 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.
- 4.2 **Admission Policies and Procedures.** The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission

policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.

- a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.
- b. The **Governing Authority** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:

(i) <u>      No      </u> state yes or no	The <b>Governing Authority</b> prohibits the enrollment of students who reside outside of <u>      CPS      </u> (the District in which the <b>School</b> is located).
(ii) <u>      Yes      </u> state yes or no	The <b>Governing Authority</b> permits the enrollment of students who reside in the districts adjacent to <u>      CPS- Hamilton Co      </u> (the District in which the <b>School</b> is located).
(iii) <u>      No      </u> state yes or no	The <b>Governing Authority</b> permits the enrollment of students who reside in any other District in the State of Ohio.

If “yes” has been indicated in (ii) or (iii) above, the **Governing Authority** must submit to the **Sponsor** a plan for inter-district open enrollment. Such plan must comply with this Contract, with R.C. 3314.06, and with the **School’s** admission policy.

4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment/attendance policy requiring a student’s parent/guardian to notify the **School** of changes in the parent’s or the student’s residence. The enrollment/attendance policy must include an address verification procedure for students. At a minimum, the admission procedure at all times must include the following:

- a. Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychological, speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.

4.4 **Notice Upon Enrollment.** Upon enrollment, the **Governing Authority** must distribute to the student’s parent the statement required pursuant to R.C. 3314.041, and the **School’s** most recent report card.

4.5 **School for Autistic Students.** If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-disabled

students, the target ratio of the number of autistic students to non-disabled students in the **School's** population shall be \_\_\_\_\_; the total number of autistic students to be enrolled shall be \_\_\_\_\_; the total number of non-handicapped students to be enrolled shall be \_\_\_\_\_.

- 4.6 **Public Inspection of Policies.** The **School's** enrollment/attendance and participation policies must be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.7 **Lottery.** If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may 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 will be conducted by the **Sponsor**.
- 4.8 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its Enrollment/Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30<sup>th</sup> day after the student has failed to participate.
- 4.9 **Community Racial and Ethnic Balance.** The **School** shall develop ways to achieve a balanced enrollment reflective of the community it serves. The **School** shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The **Governing Authority** shall annually assess and compare the **School's** racial and ethnic demographic data with the community it serves and determine whether the **School's** racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the **Sponsor** for review.
- 4.10 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.
- 4.11 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.
- 4.12 **Payment to Sponsor.**
- a. In consideration for monitoring, oversight, and technical assistance to **School** and pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State. Such payment may be an automatic withdrawal.

- b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten (10) business days from written demand from the **School** or (b) in monthly installments for the term of the **School's** then current sponsorship contract.

4.13 **Notification.** The **Governing Authority** must immediately notify **Sponsor** of any event or circumstance that may have a material adverse effect on the **School**. The **Governing Authority** also must notify **Sponsor** of any potential or pending litigation against or affecting the **School** within five (5) business days of such knowledge.

4.14 **Operator Agreements.**

- a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet its quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.
- b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter and attached in **ATTACHMENT 6**.
- c. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract. **Sponsor** will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to evaluate. Approval is at **Sponsor's** discretion.
- d. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval and is not binding upon the **Sponsor**. The Operator

Agreement must at all times comply with this Contract and State and Federal law.

- e. Each Operator Agreement must meet the following requirements:
1. Afford **School** adequate resources to pay professional fees to resolve controversies between the Operator and the **Governing Authority**.
  2. Include criteria for early termination and require notification procedures and a timeline for early termination or nonrenewal, in accordance with R.C. 3314.032(A).
  3. Stipulate which entity owns **School** facilities and property, including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the **Governing Authority** or Operator, in accordance with R.C. 3314.032 and 3314.0210.
  4. Stipulate that when an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services, such property belongs to the **School**, not to the Operator.
  5. All loans by Operator to the **School**, including facilities' loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(30).
  6. Require that if the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).
  7. Require that if the **School** closes and ceases operation, any property acquired by the Operator with State funds shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
- f. The **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to carry out its duties and the failure to engage an operator is likely to cause immediate or irreparable harm to the **School** and/or its students.

4.15 **Compliance with Health and Safety Standards.** All facilities used by the **School** shall meet all health and safety standards established by law for school

buildings. Facilities will be maintained in a clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the **School** and be available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to inspect facilities of the **School** and to order facilities to close upon a finding that the facilities are not in compliance with health and safety laws and regulations. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

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

4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep them up to date including, but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.

4.17 **Access to Records.**

- a. The **Governing Authority**, **School**, and **Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”), and its regulations, the **Sponsor** is an authorized representative of a State educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent 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. The **School** agrees to grant **Sponsor** Complete Access 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 Operator that is reportable to the Department of Education or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Complete Access includes the ability to inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.
- b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
- c. **Sponsor** is responsible for any liability or adverse consequence(s) to the **School** resulting from an accidental or other deletion, release, or

alteration of information or data systems as a result of such access if caused solely and directly by **Sponsor**.

- d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine (“TIDE”) norm-referenced testing portal, Educational-Value Added Assessment System (“EVAAS”) data, and other **School** data necessary for **Sponsor** to fulfill its obligations.

4.18 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.

4.19 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School’s** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the date and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or suspension. A copy of the policies shall be posted in a central location in the **School** and made available to students and parents/guardians upon request.

The **School** must maintain separate disciplinary policies and procedures for students receiving special education services. These policies and procedures may not infringe upon the rights of students receiving special education services under State and Federal law.

4.20 **Commitment to Remain Open for School Year.** 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 **School** operation 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 **Governing Authority** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.

4.21 **High School Diplomas.** The School shall comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618 and 3313.6114, except that for students entering ninth grade for the first time before July 1, 2010, the requirements in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a diploma may be met by completing the curriculum adopted by the School’s Governing Authority rather than the curriculum specified in Title 33 of the Revised Code or any rules of the State Board of Education. For students who enter ninth grade for the first time on or after July 1, 2010, the requirements for a high school diploma may be met by completing the requirements set forth in R.C. 3313.603{C}, unless the person

qualifies under R.C. 3313.603(D) or (F). The School shall comply with the plan to award high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under R.C. 3313.603(J)(1) and (J)(2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning, internships, or cooperative education programs developed by the Department of Education under R.C. 3313.603(J)(3). For students entering ninth grade for the first time between July 1, 2014 and July 1, 2017, the School shall comply with mandated alternative graduation requirements.

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

## **ARTICLE V**

### **Mission, Educational Plan/Program and Performance Plan**

- 5.1 **Educational Plan/Program.** The **Plan** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attaining the Performance Standards set forth in the **School's** Educational Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**. The **School's** Performance Plan must include specific metrics and targets for all State report card measures of student performance as well as mission-specific performance measures and targets. The **School** Performance Plan must also include targets that compare its performance with that of school's serving the same population, the same geographic area and the same grade levels with the State. The **School's** performance must include standards by which the **Sponsor** can evaluate the success of the **School**. Performance standards must include, but are not limited to, all applicable report card measures as set forth in R.C. 3302.03 and 3314.017, measurement assessment achievement tests, grade-level tests, annual measurable objectives, performance indexes, value-added, graduation tests, State report cards, observations and internal **School** goals.

- 5.2 **Curriculum.** The Educational Plan/Program of the **School**, including its Mission, goals, characteristics of students, ages and grade levels, focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached



at **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(H)(2). Learning opportunities may be classroom-based and non-classroom-based, and may include supervised instructional and educational activities, and any blended instruction delivery program, as defined in the **School's** Educational Plan/Program. The Educational Plan must detail any preschool, computer-based, or approved 22+ Adult High School diploma programs. The Educational Plan/Program is attached at **ATTACHMENT 2**.

Learning opportunities must be: (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 completion. All learning opportunities must meet the criteria for student participation established under R.C. 3314.08(H)(2).

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indication of its blended learning model; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how student data is protected; and (7) description of teacher professional development that is offered.

5.3 **Sponsor Performance Rating.** **Sponsor** will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is the **School's** Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the **School** will be placed on Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination. **Sponsor** retains the right to grant exceptions in certain circumstances, including change of leadership, adoption of new curriculum, or implementation of new behavior management program.

5.4 **School Performance and Assessment.** The **School** must administer all statewide achievement tests as required by law. The **School** shall be subject to and comply with all requirements relating to the State assessments and accountability systems, including proficiency rates on State assessments, student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable.

The **School** must assess and keep initial benchmarks of students for **Sponsor** to review progress and make suggestions for academic improvement. Such assessments and benchmarks shall be identified in the **School's** Comprehensive Plan.

The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, including student performance on other valid and reliable assessments.

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4) financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. **Sponsor** and/or the Department of Education may change performance standards and their assessment.

## **ARTICLE VI** **REPORTING AND RECORDS**

### **6.1 Annual Report.**

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the **Sponsor** regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after close of the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after close of the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the annual evaluation received from the **Sponsor** available to each parent by November 30<sup>th</sup> of each School Year.

### **6.2 Additional Reporting.**

- a. **Sponsor Requests.** Unless specified otherwise, the **Governing Authority** and/or the **School** shall provide responses to reasonable requests from the **Sponsor** within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the **Sponsor**, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.

- b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State against any member of the **Governing Authority**, the Operator (if applicable), the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend **School** funds, including those hired by the Operator. The **School** shall respond within a reasonable time to **Sponsor's** inquiries regarding findings.
  - c. **Operator.** The **Governing Authority** shall provide a written report to the **Sponsor** of all financial data, structure, and operations of its Operator, as it pertains to the **School**, upon **Sponsor's** request, and for the **School's** Annual Report.
- 6.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as **Sponsor** deems advisable or necessary. **Sponsor** shall consider its Site Visit Reports in determining whether to renew a Contract.

## **ARTICLE VII** **STAFFING**

- 7.1 **Contracts.** The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its Mission and fulfill its duties under this Contract. The **Governing Authority** may contract with a third party to employ, administer, and hire teaching and non-teaching employees as necessary to carry out the **School's** Mission and fulfill its duties under this Contract. No contract of employment may extend beyond the expiration of this Contract. The **School** must provide to the **Sponsor** its plan for disposition for staff in the event of nonrenewal, suspension, termination, or expiration of this Contract.
- 7.2 **Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendent, employees, and agents from all liability arising out of any action or omission occurring during that person's employment by the **Governing Authority** and during such leave from the **Sponsor**. Nothing in this subsection obligates the **Sponsor** to provide such a leave of absence.
- 7.3 **Employment of Teachers.**
- a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working twelve (12) hours per week must be employed by **School**.

- b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with R.C. 3319.22 - 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments, unless Ohio law provides otherwise. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or, if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301, forty (40) hours per week.
- c. Upon employment, **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification, to **Sponsor**, as well as credentials and background checks for all staff of **School**.
- d. Each classroom teacher initially hired by the **School** 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.
- e. The ratio of students to full-time equivalent classroom teacher shall be no more than 35 to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension.
- f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, alcohol and substance abuse, and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.

7.4 **Collective Bargaining.** Teaching and non-teaching employees may organize and collectively bargain pursuant to R.C. 4117, *et seq.* In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit, notwithstanding R.C. 4117.06(D)(1).

7.5 **Employee Benefits.** **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively, the collective bargaining agreement supersedes, to the extent that it provides for health and other benefits.

7.6 **Professional Development.** The **Governing Authority** shall provide a plan describing professional development activities offered to **School** staff as a part of the **School's** Comprehensive Plan.

7.7 **Volunteers.** All volunteers must be notified that the **School** requires a completed background check before they can volunteer at the **School**.

**ARTICLE VIII**  
**FINANCES**

8.1 **Financial Records.** The **School's** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.

8.2 **Fiscal Officer.** The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

<p><b>School Rep Initials</b></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>ERCO Rep Initials</b></p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>The <b>School</b> agrees that its fiscal officer shall be (pick, initial and sign only one):</p> <p>1. The <b>School's</b> Fiscal Officer              _____ A. Titong _____; or</p> <p>2. Its Operator              _____, through the          Operator's Treasurer              _____;</p> <p>3. A qualified service provider named              _____          (credentials and training to be provided to the <b>Sponsor</b>.)</p>
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8.3 **Fiscal Bond.** The 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 official duties required of **School** Fiscal Officer. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.

- 8.4 **Fiscal Services Agreement.** The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between **Governing Authority** and a third-party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily responsible for all financial-related provisions of the closing procedures should the **School** close.
- 8.5 **Custody of School Funds.** All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer, who shall maintain all funds and accounts of the **School**.
- 8.6 **Financial Plan.** The **School** shall submit to the **Sponsor** each year its Financial Plan that includes the following: estimated school budget for each fiscal year of the Contract and estimated five year Plan. The Financial Plan must include specific financial targets and metrics by which to measure financial performance and sustainability. The **School** must also submit its Financial Self-Evaluation of its progress toward its targets. The **Sponsor** shall evaluate the School's Financial Plan and its Financial Self-Evaluation as part of the renewal evaluation process.
- 8.7 **Fiscal Budget.** On or before June 30 of each year, a revised school budget shall be submitted to **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under R.C. 3314.08. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Department of Education and must be included in the budget. Projected expenses must include the total estimated per pupil expenditure for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator with sufficient data to allow **Sponsor** to review revenue and expenses.
- 8.8 **Financial Management.** The **School** must file with **Sponsor** its policies and procedures for internal financial controls. These must include the following:
- a. Commonly accepted accounting practices and the capacity to implement them;
  - b. Bank account maintenance;
  - c. Adequate payroll procedures;

- d. Procedures for creating and reviewing monthly and quarterly financial reports;
  - e. Internal control procedures for cash receipts, cash disbursements and purchases; and
  - f. Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.
- 8.9 **Borrowing Money.** The **School** may borrow money only to pay its necessary and actual expenses in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** shall issue notes to evidence its borrowing. A copy of all notes must be provided to **Sponsor** within five (5) days of execution. The proceeds from the notes shall be used only for the purpose for which the borrowing may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for acquisition of facilities.
- All loans from the Operator, including facility loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.
- 8.10 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.
- 8.11 **Audits.** The **Governing Authority** may contract with an attorney, an accountant, or an entity specializing in audits for assistance. However, such attorney, accountant or entity must be independent from the **School's** Operator.
- 8.12 **Financial Audit Standards.** The **School** recognizes that the **Sponsor** may be present at all meetings with the Auditor of State. The **School** must provide written notice to **Sponsor** of the time, date, and location of all such meetings within three (3) business days of receiving such notice.
- 8.13 **Unauditable Status.** If the **School** is declared unauditable under R.C. 33114.51, the **Governing Authority** must suspend the Fiscal Officer and find an immediate replacement. If the **Governing Authority** has contracted with an Operator that provides the fiscal services, the **Governing Authority** must cause the Operator to suspend the Fiscal Officer and find an immediate replacement.

## **ARTICLE IX** **INSURANCE / INDEMNIFICATION**

- 9.1 **Liability Insurance.** **Governing Authority** must maintain comprehensive general liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The insurance coverage shall be for **School, Governing Authority**, its Directors, Officers and employees, and also for **Sponsor**, its Board, officers and employees, as additional insureds. The insurance coverage must be

occurrence coverage or claims made coverage and the **Sponsor** must be an additional certificate holder.

The policy or certificate of insurance shall be provided to **Sponsor** upon request. The **Governing Authority** shall provide evidence of such coverage annually.

The **Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change or cancellation of coverage; and shall provide evidence of the same to the **Sponsor**.

9.2 **Indemnification.** The **Governing Authority** and **School** shall indemnify and hold harmless **Sponsor** and its Board, officers, employees and agents from any and all claims, demands, actions, lawsuits, legal fees incurred, causes of action, obligations, losses, costs, expenses, attorneys fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

- a. Failure of the **Governing Authority** and/or **School**, its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, including the obligation to pay all bills and invoices for services when due.
- b. All actions and/or omissions by **Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law, both state and federal.
- c. Any sum that **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under law; (3) all agreements in any way connected herewith, on the part of **School**, to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, **Governing Authority** or to third parties in any way related to **School**.
- d. Any liabilities incurred by **Sponsor** or its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by **School** or the **Governing Authority**, unless **School** or **Governing Authority** obtains a final judgment or order on the merits against **Sponsor**, and the appeals of such judgment or order have been exhausted or have expired.

9.3 **Survival.** All provisions of this Article IX shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.



**ARTICLE X**  
**SPONSOR OBLIGATIONS, ANNUAL PERFORMANCE REPORT AND RENEWAL,**  
**TERMINATION AND NON-RENEWAL**

- 10.1 **Obligations.** The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:
- a. Monitor **School's** compliance with all laws applicable to **School** and with the terms of the Contract and provide technical assistance to **School** in complying with applicable law and this Contract. **Sponsor** is not the **School's** legal counsel, and **School** shall consult its own legal counsel for legal advice.
  - b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis. Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.
  - c. Report annually to the Department of Education and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
  - d. Monitor the financial and enrollment records of **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.
  - e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit **School**.
  - f. Take steps to intervene in **School's** operation to correct problems with **School's** overall performance, pursuant to R.C. 3314.023(E).
  - g. Declare **School** on probationary status pursuant to R.C. 3314.073.
  - h. Suspend operation of **School** pursuant to R.C. 3314.072.
  - i. Terminate the Contract pursuant to R.C. 3314.07, if determined necessary by **Sponsor**.
  - j. At its sole discretion, Sponsor may require a corrective action plan from **School** to cure any issues or violations.
  - k. Have in place a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The

**Governing Authority** recognizes the authority of the Department of Public Education to suspend the operations of the School under R.C. 3314.072 if it has evidence of conditions or violations of law that pose an imminent danger to the health and safety of students and staff and Sponsor refuses to take such action. Governing Authority recognizes the authority of Sponsor to suspend operations of the School under R.C. 3314.072 and consents to the authority of **Sponsor** to carry out its obligations if needed, under State Department of Education closing guidance, to oversee closure of the School. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.

- l. Submit opening assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or if **School** changes its facility location or adds a facility. If **School** is not an internet or computer-based school under R.C. 3314.19, opening assurances are not required.
- m. Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.
- n. Adhere to and comply with **Sponsor's** Contract with the Department of Education to operate as a **Sponsor**.
- o. Assist **Governing Authority** with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.

10.2 **Monitoring.** **Sponsor** reserves the right during the term of the Contract to require **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:

- Place School Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
- Replace School Chief Administrator.
- Hire School improvement coaches and monitor the academic improvement plan at each **Governing Authority** meeting.
- Require **School** to implement additional academic supports and monitor the progress of students at each **Governing Authority** meeting.

10.3 **Sponsor's Annual Performance Report and Renewal Evaluation Rubric.** Prior to contract renewal, and at least every five (5) years for long-term contracts, **Sponsor** shall conduct a High-Stakes Review that rigorously evaluates the performance of the **School** subject to **ATTACHMENT 3**, and the **Sponsor** Annual Performance Report and Renewal Evaluation Rubric. **Sponsor's** primary measures of school quality are the objective and verifiable measures of student achievement. These measures must be met for contract renewal.

The **Sponsor's** performance framework surpasses minimum standards required by law and is school-specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups); (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available

10.4 **Unavailability of Some Performance Measures.** The **Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when State testing or report cards are not available. In the absence of such data, the **School** will be evaluated, to the extent possible, on available indicators from the framework, and the **Sponsor** may consider qualitative data from corrective action plan monitoring and biannual reviews.

The success of the School shall be evaluated based on its academics, finances, organization/operations performance measures as identified in Articles III, IV, V, and VIII.

10.5 **Intervention.** 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.

10.6 **Probation and Suspension.**

- a. **Probation.** After consulting with **Governing Authority**, **Sponsor** may declare in written notice to **Governing Authority** that **School** is in probationary status. The notice shall specify the conditions that warrant probationary status. Probationary status shall not extend beyond the current school year. The **Sponsor** may declare the **School** to be in

probationary status only if it has received reasonable assurances from the **Governing Authority**, to its satisfaction, that the **Governing Authority** can and will take the necessary actions to remedy the conditions that warranted such probationary status as specified by **Sponsor**.

b. Intent to Suspend/Suspension. Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:

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.
4. Other good cause.

c. Process.

1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days from receipt of notice to submit a proposed remedy.
2. **Sponsor** shall promptly review the proposed remedy.
3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.
4. The **School** again has an opportunity to submit a proposed remedy within five (5) business days of receipt of notice.
5. If the **School** fails to submit a proposed remedy to the satisfaction of the **Sponsor**, the **Sponsor**, the **Sponsor** may deem the **School** to be in suspension. The **School** 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 therefor.
6. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
7. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30<sup>th</sup> day of September of the following School Year.

- 10.7 **Contract Authorization.** Before executing this Renewal Contract, **Governing Authority** must pass a resolution authorizing execution of this Renewal Contract and authorizing a member of the **Governing Committee** to execute this Renewal Contract for and on behalf of the **Governing Committee** with full authority to bind **Governing Authority**. The **School** shall provide a copy of the resolution to **Sponsor**.
- 10.8 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.
- 10.9 **Expiration, Termination and Non-Renewal of Contract**
- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
  - b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
    1. Failure to meet student performance requirements as stated in Contract.
    2. Failure to meet generally accepted standards of fiscal management.
    3. Violation of any provisions of the Contract, or applicable state or federal law.
    4. Other good cause.
  - c. If the School does not intend to renew its Contract with the Sponsor, the School shall so notify the sponsor in writing and include its reasons at least one hundred eighty (180) days prior to this Contract's expiration date. Prior to such notification, the Governing Authority must adopt a resolution at a properly noticed public meeting that authorizes the nonrenewal and authorizes one or more persons to notify the Sponsor. The School may enter into a Contract with a new Sponsor at the expiration of this Contract or upon its assignment at this Sponsor's sole discretion.
  - d. Upon fourteen (14) days' notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.

- e. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice. If the **School** does not request an informal hearing, the Contract is terminated effective as of the date that **Sponsor** notified the **School** of its decision to terminate.
- f. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision. If the **Sponsor** affirms its decision to terminate the Contract, the effective date of termination is the date of **Sponsor's** decision.
- g. Upon termination of its contract, the **School** shall close permanently at the end of the current school year or on a date specified in the notice of termination. A **School** whose contract is terminated shall not enter into a contract with any other sponsor.

At its sole discretion, the Sponsor may assume operation of the School pursuant to RC 3314.073(B) should the Governing Authority abandon its duties or breach its duties in a manner likely to cause immediate or irreparable harm to the School and/or its students.

10.10 **Closure.** The **School** shall comply with the closing procedures of **Sponsor**, the Department of Education, and all other required procedures at the pertinent time. The **Governing Authority** acknowledges the obligations of the **Sponsor** in Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** must comply with all closing procedures, including those set forth in **ATTACHMENT 7**.

10.11 **Disposition of Assets.** In the event that this Contract is: (a) suspended and terminated; (b) not renewed and not reassigned to another 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 **Governing Authority** and the **School**:

- a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
- b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
  - 1. 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.

2. In the case of a public benefit corporation:
  - i. Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.
  - ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the “Internal Revenue Code of 1986,” as amended.
  - iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

#### 10.12 **Renewal Process.**

- a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the **Sponsor**, the **School** may apply to the **Sponsor** for renewal of the Contract. The **Sponsor’s** Protocol for Renewal is attached as **ATTACHMENT 7**.
- b. During the School Year in which this Contract expires, the **Sponsor** shall provide the **School** with the renewal application, the renewal application guidelines, and a list of required documents.

10.13 **High Stakes Review.** Renewal is subject to a High-Stakes Review and the **Sponsor’s** determination that the **School** has satisfactorily complied with this Contract and all applicable laws, that the **School** is financially solvent, organizationally viable, and that the **School’s** progress in meeting its Performance Targets is satisfactory.

10.14 **Reasons for Non-Renewal of Contract.** The **Sponsor** may choose not to renew this Contract for any of the following reasons:

- failure to meet student performance requirements set forth in this Contract;
- failure to meet generally accepted standards of fiscal management;
- violation of any provision of the Contract or applicable state or federal law;
- other good cause. See R.C. 3314.07.

10.15 **Non-Renewal.**

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, 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** in accordance with the **Sponsor's** protocol for non-renewal.
- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

10.16 **School Intention to Non-Renew.** If **School** does not intend to renew its Contract with **Sponsor**, **School** shall notify **Sponsor** in writing, including its reasons, at least one hundred eighty (180) days prior to expiration of this Contract. Prior to the notification, the **Governing Authority** must adopt a resolution at a properly noticed public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify **Sponsor**.

10.17 **Assignment of Contract.** **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.

**ARTICLE XI**  
**MISCELLANEOUS**

11.1 **Dispute Resolution.** In the event of a dispute between **Sponsor** and **Governing Authority** regarding any term of this Contract or any community school issue, the Parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the Parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or designee is final and binding. Any appeal of the decision of the Superintendent or designee shall be to the Hamilton County Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.

11.2 **Term.** This Contract shall be for a term of 5 year(s) commencing on July 1, 2023 and ending on June 30, 2028 unless renewed or a change in its sponsorship agreement with the Department of Education.



- 11.3 **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.
- 11.4 **Headings.** Headings are for the convenience of the Parties. Headings have no substantive meaning.
- 11.5 **Notices.** All notices required or permitted by this Contract 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 the following persons and addresses:

If to Sponsor:

Educational Resource Consultants of Ohio, Inc.  
3401 Hamilton-Mason Road, Suite A  
Hamilton, OH 45011

With a copy to:

Phyllis E. Brown  
Brown Law Firm, LLC  
250 E. 5<sup>th</sup> Street, Suite 1500  
Cincinnati, OH 45202

If to the Governing Authority or School  
to:

Board  
c/o Karen French  
TCP World Academy  
6000 Ridge Ave  
Cincinnati, OH 45213

- 11.6 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the Parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both Parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The **School** must not amend or

modify the text within the Sponsorship Contract. Notifications required by this Contract shall not be considered amendments or modifications of this Contract.

**Sponsor** regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** and its legal counsel regularly assess Contract language to ensure consistency with changes in State and/or Federal law and regulations at least every six months. If there are significant changes in State and/or Federal law and regulations at any time, legal counsel notifies **Sponsor** and **Sponsor** determines the need for modification. Finally, **Sponsor** may modify its existing contract to reflect changes and modify its template for new schools.

- 11.7 **Attachments.** All Attachments to this Contract are incorporated by reference into the Contract. Resolutions by the **Sponsor's Governing Board** and **School Governing Authority** approving this Contract shall be attached to this Contract.

**The Educational Resource  
Consultants of Ohio**

**School Governing Authority**

By: J. Leonard Harding

Title: Executive Director

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

By: 

Title: Board Chair

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**

## **ATTACHMENT 1**

- A. School Governing Authority/Board of Directors:  
Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter (if any)
- I. Performance Framework -School Operations and Legal -Goals and Measurements
- J. Calendar of School Board Meetings

# A



## BOARD MEMBERS

Virginia Cole  
7961 Daly Rd  
Cincinnati, Ohio 45224  
513.531.2340

David Goins  
3900 Mack Rd  
Cincinnati, Ohio 45014  
513.531.2340

Ryan Griffin  
2692 Madison Rd #N1-263  
Cincinnati, Ohio 45208  
513.531.2340

Darlene Nunley  
3060 Aquadale Ln  
Cincinnati, Ohio 45211  
513.531.2340

LaVern Payne  
61 Handel Ln  
Cincinnati, Ohio 45218  
513.531.2340

**J. Kenneth Blackwell**  
Secretary of State

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign)

<u>Karen Y. French</u> (trustee)	<u>4960 Columbia Circle</u> (street address)
<u>Cincinnati</u> (city)	<u>Ohio</u> <u>45011</u> (state) (zip code)
<u>Deryle French</u> (trustee)	<u>727 Edgcliff Rd #B23</u> (street address)
<u>Covington</u> (city)	<u>Kentucky</u> <u>41014</u> (state) (zip code)
<u>William Scott</u> (trustee)	<u>2219 Boone St.</u> (street address)
<u>Cincinnati</u> (city)	<u>Ohio</u> <u>45206</u> (state) (zip code)
_____ (trustee)	_____ (street address)
_____ (city)	_____ (state) (zip code)

NOTE: P.O. Box addresses are not acceptable

IN WITNESS WHEREOF, we have hereunto subscribed our names on 7/19/99  
(date)

By: Deryle French, Incorporator  
Name: DERYLE FRENCH

By: Karen Y. French, Incorporator  
Name: Karen Y. French

By: William Scott, Incorporator  
Name: William Scott

**J. Kenneth Blackwell**  
Secretary of State

FOURTH. The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign)

<u>Karen Y. French</u> (trustee)	<u>4960 Columbia Circle</u> (street address)
<u>Cincinnati</u> (city)	<u>Ohio</u> <u>45011</u> (state)      (zip code)
<u>Dorale French</u> (trustee)	<u>727 Edgcliff Rd #B23</u> (street address)
<u>Covington</u> (city)	<u>Kentucky</u> <u>41014</u> (state)      (zip code)
<u>William Scott</u> (trustee)	<u>2219 Boone St.</u> (street address)
<u>Cincinnati</u> (city)	<u>Ohio</u> <u>45206</u> (state)      (zip code)
_____ (trustee)	_____ (street address)
_____ (city)	_____ (state)      _____ (zip code)

NOTE: P.O. Box addresses are not acceptable

IN WITNESS WHEREOF, we have heretofore subscribed our names on 7/19/99  
(date)

By: Dorale French \_\_\_\_\_, Incorporator  
Name: DORALE FRENCH

By: Dorale French \_\_\_\_\_, Incorporator  
Name: Karen Y. French

By: William Scott \_\_\_\_\_, Incorporator  
Name: William Scott

*Karen J. French  
4960 Columbus Circle  
Cint, Oh. 45011*

7 375 686 146

MAIL

**RETURN RECEIPT  
REQUESTED**

*Secretary  
P.O. Box  
Columbi*

92216X1329 12

bbblt



### J. Kenneth Blackwell

Prescribed by:  
J. Kenneth Blackwell  
Secretary of State  
30 East Broad St. 14th Floor  
Columbus, Ohio 43266-0418

#### ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of  
Quality Team Corporation  
(name of corporation)

hereby appoint Karen Y French to be statutory agent upon whom any process, notices or  
demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

4960 Columbia Circle  
(street address)  
Cincinnati (city), Ohio 45011  
(zip code)

Note: P.O. Box addresses are not acceptable

Incorporator: Donald W. French  
Name: DONALD W. FRENCH  
Incorporator: Karen Y French  
Name: Karen Y. French  
Incorporator: William Scott  
Name: William Scott

#### ACCEPTANCE OF APPOINTMENT

The undersigned, Karen Y. French, named herein as the statutory agent for  
Quality Team Corporation, hereby acknowledges and accepts the appointment of  
statutory agent for said corporation.

By: Karen Y French  
Statutory Agent



**TCP EIN List**

TCP World Academy: 52-2182465

# C

TCP World Academy  
Code of Regulations

## **Accident Reporting By Employees Policy**

T.C.P. World Academy requires all employees to report any accident or injuries before the end of the workday on which the incident takes place. Employee accident forms are included in the red crisis folders. Additional forms are available in the office.

When the employee involved is not able to fill out an accident report by the end of the workday, s/he is required to do so within twenty-four hours after the accident.

If an employee is involved in an accident outside of work (i.e. home, karate, car accident, etc.) that results in injury, the employee should notify the school in writing by filling out a disclosure form.

## **Child Abuse Reporting Policy**

The Board of Education is concerned with the physical and mental well-being of the students of this District and will cooperate in the identification and reporting of cases of child abuse or neglect in accordance with law. Every Board official and employee who, in connection with his/her position, knows or suspects child abuse or neglect must immediately report that knowledge or suspicion to a public children's services or local law enforcement agency. Such reporting shall be required in every case that reasonably indicates that a child under the age of eighteen (18) or a physically or mentally disabled child under the age of twenty-one (21) has been abused (physically or mentally) or neglected or faces the threat of being abused or neglected. The Board official and employee making the report shall also notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect. If necessary, the school staff shall secure prompt medical attention to any such injuries reported. Each principal should be mindful of the possibility of physical or mental abuse being inflicted on a student by an employee. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent. Board officials and employees must report suspected abuse to a public children's services or local law enforcement agency even when the suspected abuser is another official or employee. The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order. Information concerning alleged child abuse of a student is confidential information and is not to be shared with any unauthorized person. A staff member who violates this policy may be subject to disciplinary action and/or civil and/or criminal penalties. In accordance with law, the Board will provide appropriate instruction on personal safety and assault prevention to all students in grades K-6. In order to develop programs that are appropriate and effective, the Superintendent is authorized to consult with public and/or private agencies or individuals involved in child abuse prevention and intervention. In addition, the Superintendent shall provide a program of in-service education on child abuse prevention for all elementary school staff members. All newly-employed professional staff shall complete at least four (4) hours of in-service training within three (3) years of the date of employment. A law enforcement officer or children's services agency investigating child abuse or neglect may interview a student on school grounds only in accordance with Board Policy.

### **Calling Tree Policy**

A staff-calling tree is identified each year. All staff members are expected to participate in this calling tree program since it allows for quick communication if an emergency should occur or school is closed.

### **Data Reporting Policy**

TCP Shall submit all required data to all the Department of Education databases maintained by the department for the collection of education data, including the education management information system established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;

### **Disbursement Policy**

T.C.P World Academy's disbursement process starts by every requested item being approved by the school Superintendent. That approval process begins with each staff member filling out a purchase request form. Once the purchase request form is approved and signed by the Superintendent, the Treasurer sees that funds are available, and then creates a purchase order and assigns a purchase order number. Once a purchase order is completed, then the item is ordered.

Many of our operational disbursements (utilities, internet, and purchase services) do not require a purchase request, because they generally are activities that happen every month. When these monthly expenses are ready to be paid, the Treasurer will authorize the Superintendent to prepare physical checks for those monthly expenses.

For items that are purchased the same day (home depot, lowes, UDF), a purchase request must be filled out and submitted to the Superintendent for a signature of approval. Again, the treasurer will verify if funds are available, then a purchase order is created and assigned a purchase order number. Once the purchase order is completed and approved, the Superintendent will prepare a check. The Treasurer shall make sure that the receipt matches the purchase order.

The Superintendent and the Treasurer signs each purchase order, as an act of checks and balance.

### **Drug-Free Work Place Policy**

T.C.P. World Academy recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. T.C.P. World Academy strives to create and maintain a drug-free work place. We are responsible for the instruction and well being of the students entrusted to our care. A consistent message needs to be communicated to our students; the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs are unacceptable.

### **Dispensing of Medication at School**

Only the qualified staff members can administer medication to a child. All student medication should be housed in a locked, secure location.

### **Ethics Policy**

I. Integrity is a core value at T.C.P. World Academy. Therefore, intentional inaccuracies on official school district documents such as time sheets, job applications, etc. are prohibited and are grounds for disciplinary action, up to and including termination.

II. T.C.P. World Academy shall comply with applicable sections of Ohio Revised Code 2921.42 as follows:

(A) No public official shall knowingly do any of the following:

(1) Authorize, or employ the authority or influence of the public official's office to secure authorization of any public contract in which the public official, a member of the public official's family, or any of the public official's business associates has an interest;

(2) Authorize, or employ the authority or influence of the public official's office to secure the investment of public funds in any share, bond, mortgage, or other security, with respect to which the public official, a member of the public official's family, or any of the public official's business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees;

(3) During the public official's term of office or within one year thereafter, occupy any position of profit in the prosecution of a public contract authorized by the public official or by a legislative body, commission, or board of which the public official was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;

(4) Have an interest in the profits or benefits of a public contract entered into by or for the use of T.C.P. World Academy or governmental agency or instrumentality with which the public official is connected;

(5) Have an interest in the profits or benefits of a public contract that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

(B) In the absence of bribery or a purpose to defraud, a public official, member of a public official's family, or any of a public official's business associates shall not be considered as having an interest in a public contract or the investment of public funds, if all of the following apply:

(1) The interest of that person is limited to owning or controlling shares of the corporation, or being a creditor of the corporation or other organization, that is the contractor on the public contract involved, or that is the issuer of the security in which public funds are invested;

(2) The shares owned or controlled by that person do not exceed five per cent of the outstanding shares of the corporation, and the amount due that person as creditor does not exceed five per cent of the total indebtedness of the corporation or other organization;

(3) That person, prior to the time the public contract is entered into, files with T.C.P. World Academy or governmental agency or instrumentality involved, an affidavit giving that person's exact status in connection with the corporation or other organization.

(C) This section does not apply to a public contract in which a public official, member of a public official's family, or one of a public official's business associates has an interest, when all of the following apply:

(1) The subject of the public contract is necessary supplies or services for T.C.P. World Academy or governmental agency or instrumentality involved;

(2) The supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to T.C.P. World Academy or governmental agency or instrumentality as part of a continuing course of dealing established prior to the public official's becoming associated with T.C.P. World Academy or governmental agency or instrumentality involved;

(3) The treatment accorded T.C.P. World Academy or governmental agency or instrumentality is either preferential to or the same as that accorded other customers or clients in similar transactions;

(4) The entire transaction is conducted at arm's length, with full knowledge by T.C.P. World Academy or governmental agency or instrumentality involved, of the interest of the public official, member of the public official's family, or business associate, and the public official takes no part in the deliberations or decision of T.C.P. World Academy or governmental agency or instrumentality with respect to the public contract.

(D) Division (A)(4) of this section does not prohibit participation by a public employee in any housing program funded by public moneys if the public employee otherwise qualifies for the program and does not use the authority or influence of the public employee's office or employment to secure benefits from the program and if the moneys are to be used on the primary residence of the public employee. Such participation does not constitute an unlawful interest in a public contract in violation of this section.

### **Use of School Facility & Equipment Policy**

The use of the building and equipment of T.C.P. World Academy may only be used for educational, summer enrichment, student enrichment or after-school child care activities. Authorized personnel of the school must be on the premises anytime the building is in use. Use of the building must be approved by the Superintendent and owner.

### **Fixed Asset Policy**

Fixed assets are those assets of a permanent nature that are required for the normal conduct of operations. Fixed asset ownership rests with the organization (T.C.P World Academy), whether purchased with operating, grant funds, or on a capital lease.

**Examples include:** furniture, equipment, computers and vehicles where applicable.

(a) T.C.P World academy fixed assets are those items that cost is \$5,000 or greater (after tax, net of rebate) on a per item basis.

The cost generally includes the purchase price and other acquisition costs such as installation costs, freight charges, transportation, duties, exchange rates etc.

### **FUNDS TRANSFER POLICY**

TCP will transfer funds from the general fund bank account to the payroll bank account as needed to a balance of the minimum of the next payroll amount plus surplus, and with surplus accumulation, to transfer funds back as needed, provided the payroll expense is not higher than the account balance.

### **Housekeeping Policy**

Call the office if a custodian is needed immediately and a member of the office staff will follow through in alerting a custodian. *Staff should place a note in the Plant Operator's mailbox for any non-emergency requests.*

### **Jury Duty Policy**

If you receive a summons or other notice requiring you to report for Jury Duty, inform administration immediately and provide a copy of your notice to report for Jury Duty. All employees will be granted time off for days required to serve Jury Duty as long as the employee gives reasonable notice to administration of the summons prior to the commencement of the employee's service as a juror and if the employee is absent from employment because of the actual jury service.

### **TCP World Academy Fraud Reporting Policy**

All employees and contractors of TCP World Academy should report any witnessed fraud, including the misuse of public money, to the appropriate supervisor, administrator, or board member. The Ohio Auditor of State's office maintains a system for reporting of fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, 1-866-FRAUDOH (372-8364), the Auditor of State's website, [www.ohioauditor.gov](http://www.ohioauditor.gov), or United States mail, Ohio Auditor of State - Special Investigations Unit, 88 East Broad Street, PO BOX 1140, Columbus OH 43215.

Reporting of fraud shall have no adverse or punitive actions taken and the reporter shall have all whistleblower protections as provided in Ohio Revised Code section 124.341:

Except as otherwise provided in division (C) of this section, no officer or employee in the classified or unclassified civil service shall take any disciplinary action against an employee in the classified or unclassified civil service for making any report or filing a complaint as authorized by division (A) of this section, including, without limitation, doing any of the following:

- (1) Removing or suspending the employee from employment;
- (2) Withholding from the employee salary increases or employee benefits to which the employee is otherwise entitled;
- (3) Transferring or reassigning the employee;
- (4) Denying the employee promotion that otherwise would have been received;
- (5) Reducing the employee in pay or position.

(C) An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported under division (A) of this section. The employee is subject to disciplinary action, including suspension or removal, as determined by the employee's appointing authority, for purposely, knowingly, or recklessly reporting false information under division (A) of this section.

(D) If an appointing authority takes any disciplinary or retaliatory action against a classified or unclassified employee as a result of the employee's having filed a report or complaint under division (A) of this section, the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the state personnel board of review within thirty days after receiving actual notice of the appointing authority's action. If the employee files such an appeal, the board shall immediately notify the employee's appointing authority and shall hear the appeal. The board may affirm or disaffirm the action of the appointing authority or may issue any other order as is appropriate. The order of the board is appealable in accordance with Chapter 119. of the Revised Code.

(E) As used in this section:

- (1) "Purposely," "knowingly," and "recklessly" have the same meanings as in section 2901.22 of the Revised Code.
- (2) "Appropriate ethics commission" has the same meaning as in section 102.01 of the Revised Code.
- (3) "Inspector general" means the inspector general appointed under section 121.48 of the Revised Code.

## **MANAGING DIABETES CARE POLICY**

Under RC 3313.7112(B), districts are required to ensure each enrolled student with diabetes receives appropriate and needed diabetes care in accordance with an order signed by the student's treating physician. This care includes any of the following:

- Checking and recording blood glucose levels and ketone levels or assisting the student with checking and recording these levels;
- responding to blood glucose levels that are outside of the student's target range;
- administering glucagon and other emergency treatments as prescribed in the case of severe hypoglycemia;
- administering insulin or assisting the student in self-administering insulin through the insulin-delivery system the student uses;
- providing oral diabetes medications;
- understanding recommended schedules and food intake for meals and snacks in order to calculate medication dosages pursuant to the student's physician's order;
- following the physician's instructions for meals, snacks and physical activity;
- administering diabetes medication as long as statutory requirements are met.

Diabetes medications may be administered by a school nurse or, in the absence of a school nurse, a school employee trained in diabetes care in accordance with state law. When administering diabetes medication, a school nurse or trained employee also must comply with the requirements found in current law (RC 3313.713) on administering drugs in schools. Medication that is to be administered under HB 264 provisions may be kept in an easily assessable location.

### **Notification and Training Requirements**

HB 264 creates a new notification requirement for districts. Within 14 days of receiving an order signed by a student with diabetes' treating physician, the board must inform the student's parent, guardian or other person having care or charge of the student that the child may be entitled to a 504 plan regarding the student's diabetes. In addition, the bill specifies that a student's rights and the obligations of a district under the federal Individuals with Disabilities Education Act (Section 504) or Americans with Disabilities Act are not diminished by the bill's provisions. The Ohio Department of Education (ODE) must develop a 504 plan informational sheet to be used for the newly required notification.

The Ohio Department of Education (ODE) guidelines for training must address the following:

- recognizing the symptoms of hypoglycemia and hyperglycemia;



- the appropriate treatment for a student who exhibits the symptoms of hypoglycemia and hyperglycemia; recognizing situations that require providing emergency medical assistance to a student;
- understanding the appropriate treatment for a student, based on his or her physician's order, if the student's blood glucose level is not within the target range indicated by the order;
- understanding the instructions in a student's physician's order concerning necessary medications;
- performing blood glucose and ketone tests in accordance with a student's physician's order and recording the results of those tests;
- administering insulin, glucagon or other medication in accordance with a student's physician's order and recording the results of the administration;
- understanding the relationship between the diet recommended in a student's physician's order and actions that may be taken if the recommended diet is not followed.

Under RC 3313.7112 (E), each board may provide training that complies with the ODE-developed guidelines to a school employee at a school attended by a student with diabetes. If provided, this training must take place before the beginning of each school year, or as needed, no later than 14 days after receiving an order signed by the student with diabetes' treating physician. The training must be coordinated by a school nurse, or if the school does not employ a school nurse, a licensed health care professional with expertise in diabetes who is approved by the school to provide the training.

On completion of this training, the board, in a manner it establishes, must determine whether each employee trained is competent to provide diabetes care. The school nurse, or approved licensed health care professional with expertise in diabetes care, is required to promptly provide all necessary follow-up training and supervision to employees who receive training under this section.

The principal or other authorized official of the school a student with diabetes attends may give notice to each employee containing:

- a statement that the school is required to provide diabetes care to a student with diabetes and is seeing employees who are willing to be trained to provide that care;
- a description of the tasks to be performed;
- a statement that participation is voluntary and the school district will not take action against an employee who does not agree to provide diabetes care;
- a statement that training will be provided by a licensed health care professional to an employee who agrees to provide care;
- a statement that a trained employee is immune from liability as provided for in RC 3313.7112(J);
- the name of the individual who should be contacted if an employee is interested in providing diabetes care.

The board cannot subject an employee to a penalty or disciplinary action under school or district policies for refusing to volunteer to be trained in diabetes care, and must not discourage employees from agreeing to provide diabetes care under this section. A school employee is not subject to disciplinary action under school or district policies for providing care or performing duties specified in the bill.

In addition to the more comprehensive training on diabetes care, the board may provide training that addresses emergencies. A district may provide training to a school employee who has primary responsibility for supervising a student with diabetes during some portion of the school day on recognizing hypoglycemia and hyperglycemia, and actions to take in emergency situations involving these conditions.

### Students

HB 264 addresses some specific rights for students with diabetes. The first is that a student with diabetes must be permitted to attend the school the student would otherwise attend if he or she did not have diabetes. Diabetes care, as outlined in the treating physician's orders and meeting the provisions of RC 3313.7112(B), must be provided at the school in accordance with statutory requirements. The district cannot restrict a student with diabetes from attending a particular school because that school does not have a full-time school nurse or an employee trained in diabetes care. In addition, the school cannot require or pressure a parent, guardian or other person having care or charge of a student to provide diabetes care for their student at school or school-related activities.

Under RC 3313.7112(H), upon written request of the student's parent, guardian or other person having care or charge of the student, a student with diabetes must be permitted to attend to the self-care and management of his or her diabetes during regular school hours and school-sponsored activities if the student's treating physician determines the student is capable of performing the diabetes care tasks. The care must be in accordance with the student's physician's orders and the student must be permitted to perform diabetes care tasks in any area of the school or school grounds (including in a classroom) and at any school-related activity. The student also must be allowed to possess, at all times, the necessary supplies and equipment to perform the tasks. Students must be provided access to a private area for performing diabetes care tasks if requested by the student, parent, guardian or other person having care or charge of the student. If a student performs any diabetes care tasks or uses medical equipment for purposes other than the student's own care, the board may revoke the student's permission to attend to the care and management of his or her diabetes under the provision.

### Liability and Reporting

In addition to these requirements, RC 3313.7112(J) provides that a school, school district, board member or district employee is not liable for damages in a civil action for injury, death or loss to person or property allegedly arising from providing care or performing duties required by the bill, unless the act or omission constitutes willful or wanton

misconduct. A school nurse or other licensed health professional also is immune from disciplinary action by the Ohio Board of Nursing or any other regulatory board if the care provided or duties performed are consistent with applicable professional standards.

HB 264 requires that by December 31, the board must annually report to ODE both the number of students with diabetes enrolled in the district and the number of errors associated with administering diabetes medication during the previous school year. By March 31 of each year, ODE must issue a report to be made available on its website that summarizes district information for the previous school year.

#### **Payroll Policy**

T.C.P World Academy employees receive two pay checks each month. Payroll dates are on the 1<sup>st</sup> and the 15<sup>th</sup> of each month. Before each payroll is submitted, the finance department calculates all employee bi-weekly figures and presents the payroll information to the school superintendent. The school superintendent then verifies that information submitted by the finance department is accurate and provides changes and/or suggestions if there are any discrepancies with the report. After all changes have been made and final numbers have been accurately verified, then the school superintendent will submit the payroll to ADP.

Once payroll has been processed, the finance department takes reports delivered by ADP and verifies that the reports match what was submitted by the school. After everything has been verified from the ADP report, it is at this time that the finance department will make entries into the schools accounting system to record payroll activity.

#### **Use of School Facility & Equipment Policy**

The use of the building and equipment of T.C.P. World Academy may only be used for educational, summer enrichment, student enrichment or after-school child care activities. Authorized personnel of the school must be on the premises anytime the building is in use. Use of the building must be approved by the Superintendent and owner.

## **Expunging & Sealing of Juvenile Records Policy**

Sealing and Expunging Juvenile Records has historically been an area of confusion among juvenile court clerks. House Bill 137 was introduced into the 126th General Assembly in an attempt to reduce that confusion and streamline the process of sealing and/or expunging a juvenile record. The Bill was signed by the governor on July 11, 2006, with an emergency clause and became effective on October 12, 2006. The following is a summary of the law pertaining to Juvenile Court Clerks.

### **Seal**

"Seal a record" means to remove a record from the main file of similar records and to secure it in a separate file that contains only sealed records accessible only to the juvenile court (O.R.C. § 2151.355 (B)).

The records of a case in which a person was adjudicated a delinquent child for committing a violation of section 2903.01, 2903.02, 2907.02, 2907.03, or 2907.05 of the Revised Code shall not be sealed (O.R.C. § 2151.356 (A)).

### **"Automatic" Sealing**

The Juvenile Court shall promptly order the immediate sealing of records pertaining to a juvenile in any of the following circumstances (O.R.C. § 2151.356 (B)(1)):

1. If the court receives a record from a public office or agency pertaining to a juvenile who was arrested or taken into custody for allegedly committing a delinquent or unruly act, no complaint was filed against the person, and the person was not brought before or referred to the court for the commission of the act;
2. If a person was brought before or referred to the court for allegedly committing a delinquent or unruly act and the case was resolved without the filing of a complaint against the person;
3. If a person was charged with violating division (E)(1) of section 4301.69 of the Revised Code and the person has successfully completed a diversion program under division (E)(2)(a) of section 4301.69 of the Revised Code with respect to that charge;
4. If a complaint was filed against a person alleging that the person was a delinquent child, an unruly child, or a juvenile traffic offender and the court dismisses the complaint after a trial on the merits of the case or finds the person not to be a delinquent child, an unruly child, or a juvenile traffic offender;
5. If a person has been adjudicated an unruly child, that person has attained eighteen years of age, and the person is not under the jurisdiction of the court in relation to a complaint alleging the person to be a delinquent child.

### **"Discretionary" sealing**

The juvenile court shall consider the sealing of records pertaining to a juvenile upon the court's own motion or upon the application of a person if the person has been adjudicated a delinquent child for committing an act other than a violation of section 2903.01, 2903.02, 2907.02, 2907.03, or 2907.05 of the Revised Code, an unruly child, or a juvenile traffic offender and if, at the time of the motion or application, the person is not under the jurisdiction of the court in relation to a complaint alleging the person to be a

delinquent child. The motion or application may be made at any time after two years after the later of the following (O.R.C. § 2151.356 (C)(1)):

1. The termination of any order made by the court in relation to the adjudication;
2. The unconditional discharge of the person from the department of youth services with respect to a dispositional order made in relation to the adjudication or from an institution or facility to which the person was committed pursuant to a dispositional order made in relation to the adjudication.

The court shall promptly notify the prosecuting attorney of any proceedings to seal records initiated pursuant to an application. The prosecuting attorney may file a response with the court within thirty days of receiving notice of the sealing proceedings. If the prosecuting attorney does not file a response with the court or if the prosecuting attorney files a response but indicates that the prosecuting attorney does not object to the sealing of the records, the court may order the records of the person that are under consideration to be sealed without conducting a hearing on the motion or application. If the court decides in its discretion to conduct a hearing on the motion or application, the court shall conduct the hearing within thirty days after making that decision and shall give notice, by regular mail, of the date, time, and location of the hearing to the prosecuting attorney and to the person who is the subject of the records under consideration. If the prosecuting attorney files a response with the court that indicates that the prosecuting attorney objects to the sealing of the records, the court shall conduct a hearing on the motion or application within thirty days after the court receives the response. The court shall give notice, by regular mail, of the date, time, and location of the hearing to the prosecuting attorney and to the person who is the subject of the records under consideration (O.R.C. § 2151.356 (C)(2)).

The juvenile court shall provide verbal notice to a person whose records are sealed if that person is present in the court at the time the court issues a sealing order, that explains what sealing a record means, states that the person may apply to have those records expunged, and explains what expunging a record means. The juvenile court shall provide written notice to a person whose records are sealed by regular mail to the person's last known address, if that person is not present in the court at the time the court issues a sealing order and if the court does not seal the person's record upon the court's own motion, that explains what sealing a record means, states that the person may apply to have those records expunged, and explains what expunging a record means (O.R.C. § 2151.356 (D)(1)).

Upon final disposition of a case in which a person has been adjudicated a delinquent child for committing an act other than a violation of section 2903.01, 2903.02, 2907.02, 2907.03, or 2907.05 of the Revised Code, an unruly child, or a juvenile traffic offender, the juvenile court shall provide written notice to the person that does all of the following (O.R.C. § 2151.356 (D)(2)):

1. States that the person may apply to the court for an order to seal the record;
2. Explains what sealing a record means;
3. States that the person may apply to the court for an order to expunge the record;

4. Explains what expunging a record means.

If the court orders the records of a person sealed, the person who is subject of the order properly may, and the court shall, reply that no record exists with respect to the person upon any inquiry in the matter, and the court, except as provided in O.R.C. 2151.357(D), shall do all of the following (O.R.C. § 2151.357 (A)):

1. Order that the proceedings in a case described in divisions (B) and (C) of section of the Revised Code be deemed never to have occurred;
2. Except as provided in division (C) of section 2151.357, delete all index references to the case and the person so that the references are permanently irretrievable;
3. Order that all original records of the case maintained by any public office or agency, except fingerprints held by a law enforcement agency, DNA specimens collected, and DNA records derived from DNA specimens, be delivered to the court;
4. Order each public office or agency, upon the delivering of records to the court, to expunge remaining records of the case that are the subject of the sealing order that are maintained by that public office or agency, except fingerprints, DNA specimens, and DNA records;
5. Send notice of the order to seal to any public office or agency that the court has reason to believe may have a record of the sealed record;
6. Seal all of the records delivered to the court under division (A)(3) of section 2151.357, in a separate file in which only sealed records are maintained.

Each entry regarding a sealed record in the index of sealed records shall contain all of the following (O.R.C. § 2151.357 (C)):

1. The name of the person who is the subject of the sealed record;
2. An alphanumeric identifier relating to the person who is the subject of the sealed record ;
3. The word "sealed";
4. The name of the court that has custody of the sealed record.

Any entry regarding a sealed record in the index of sealed records shall not contain either of the following:

1. The social security number of the person who is subject of the sealed record;
2. The name or a description of the act committed.

The court may maintain a manual or computerized index of sealed records (O.R.C. § (C)). Inspection of records that have been ordered sealed may be made only by the following persons or for the following purposes (O.R.C. § 2151.357 (E)):

1. By the court;
2. If the records in question pertain to an act that would be an offense of violence that would be a felony if committed by an adult, by any law enforcement officer or any prosecutor, or the assistants of a law enforcement officer or prosecutor, for any valid law enforcement or prosecutorial purpose;

3. Upon application by the person who is the subject of the sealed records, by the person that is named in that application;
4. If the records in question pertain to an alleged violation of division (E)(1) of section 4301.69 of the Revised Code, by any law enforcement officer or any prosecutor, or the assistants of a law enforcement officer or prosecutor, for the purpose of determining whether the person is eligible for diversion under division (E)(2) of section 4301.69 of the Revised Code;
5. At the request of a party in a civil action that is based on a case the records for which are the subject of a sealing order, as needed for the civil action. The party also may copy the records as needed for the civil action. The sealed records shall be used solely in the civil action and are otherwise confidential and subject to the provisions of this section.

#### Expunge

"Expunge" means to destroy, delete, and erase a record, as appropriate for the record's physical or electronic form or characteristic, so that the record is permanently irretrievable (O.R.C. § 2151.355 (A)).

#### "Automatic"expungement

The juvenile court shall expunge all sealed records five years after the court issues a sealing order or upon the twenty-third birthday of the person who is the subject of the sealing order, whichever date is earlier (O.R.C. § 2151.358 (A)).

#### "Discretionary"expungement

Upon application by the person who has had a record sealed, the juvenile court may expunge a sealed record (O.R.C. § 2151.358 (B)).

The court shall promptly notify the prosecuting attorney of any proceedings to expunge records. The prosecuting attorney may file a response with the court within thirty days of receiving notice of the expungement proceedings. If the prosecuting attorney does not file a response with the court or if the prosecuting attorney files a response but indicates that the prosecuting attorney does not object to the expungement of the records, the court may order the records of the person that are under consideration to be expunged without conducting a hearing on the application. If the court decides in its discretion to conduct a hearing on the application, the court shall conduct the hearing within thirty days after making that decision and shall give notice, by regular mail, of the date, time, and location of the hearing to the prosecuting attorney and to the person who is the subject of the records under consideration. If the prosecuting attorney files a response with the court that indicates that the prosecuting attorney objects to the expungement of the records, the court shall conduct a hearing on the application within thirty days after the court receives the response. The court shall give notice, by regular mail, of the date, time, and location of the hearing to the prosecuting attorney and to the person who is the subject of the records under consideration (O.R.C. § 2151.358 (B)(3)&(4)).

If the juvenile court is notified by any party in a civil action that a civil action has been filed based on a case the records for which are the subject of a sealing order, the juvenile

court shall not expunge a sealed record until the civil action has been resolved and is not subject to further appellate review, at which time the records shall be expunged (O.R.C. § 2151.358 (C)).

After the records have been expunged, the person who is the subject of the expunged records properly may, and the court shall, reply that no record exists with respect to the person upon any inquiry in the matter (O.R.C. § 2151.358 (D)).

### **Testing Security Policy for Ohio State Test**

When the Ohio State Test boxes are delivered to the school's main office, they are then transferred immediately to the testing office, room #10. School administration and the District Test coordinator are the only employees who will have a key to access the testing office. The door is to remain locked at all times. Test booklets will be sorted by classroom teacher and put into crates so they are ready for distribution.

On the first day of testing, the main office will call teachers around 9:30 am to come to the testing room to pick up their test booklets. The main office will page teachers by grade level starting with the 3<sup>rd</sup> grade until all testing grades and classes have their testing materials. All teachers who are testing will post a time sheet outside their door documenting what time they started testing and when they finished. The District Test Coordinator will go to the classrooms from time to time to pick up the tests that are finished. Otherwise, teachers will page the District Test Coordinator to let her know the tests are ready for pick up. After all test crates have been collected, the DTC will take inventory to make sure all the secure materials have been returned. Inventory is taken each day.

Once all testing has been completed the DTC will call UPS for pick up. Pick up typically occurs the very next day after completion of testing.



### **TCP World Academy Truancy Policy**

It does not matter how great a teacher you have, you must be in class in order to learn. Please make every effort to be at school every day. If a student is ill and must miss school, parents should always call the school to inform the teacher. When that call is not made, students should return to school with a note from the parent and/or physician explaining the absence.

When a student is absent for more than two days without a call from the parent, school personnel will call the student's home. Even when students are absent because of a legitimate illness, parents should call the school and make arrangements for school work to be made up.

The first week of school students should report directly to class. Class instruction will begin at 9:15 a.m. If a student is late, he/she should report to his/her classroom with a note from his/her parent. Excessive absences and tardies will be made up during special classes and/or special activities.

#### **Arrival Time**

The instructional day at T.C.P. World Academy begins at 9:15 a.m. Adult supervision begins at 8:30 a.m. Students should not arrive on the school grounds before this time unless they are a part of the You Can Read program or prior arrangements have been made with and approved by Ms. French.

#### **Dismissal Time**

The instructional day at T.C.P. World Academy ends at 4:15 p.m. Adult supervision is provided until 4:30 p.m. Unless under direct supervision of a school staff member, all students should be off school grounds by 4:30 p.m.

If a child needs to leave school early during the day for any reason (doctor, dentist, family, etc.), an authorized adult must come in person to the school office and show proper identification (name must appear on the student's emergency form or a note signed by the parent/guardian giving consent must be presented) before the child can be released from school.

An authorized adult (as indicated on the emergency form) must sign the child out at the office and sign the child in when s/he returns.

Once a student has arrived on school grounds, s/he is not permitted to leave the grounds without permission from a staff member. Parents who wish to pick up their child during the school day must provide the office with the proper identification and sign out their child. The office staff will contact the teacher, and the student will then be permitted to leave the campus with their parent/guardian. Only adults identified on the student's emergency form are permitted to sign out the student.

While we strongly encourage our students to come to school every day, illness sometimes prevents this from happening. If you suspect that your child is not feeling well in the morning, please check the child carefully before sending him/her to school, as children with any of the following symptoms should be kept home until they are fully recovered:

- Common cold, especially during the first three days. Rest and care during the early stages often prevent complications.
- Red and swollen eyes.
- Sores of any kind, unless they can be completely covered.
- Any skin rash (unless diagnosed by a physician as non-infectious).
- Fever (over 99.6).
- Headaches or other pain.
- Nausea, diarrhea or vomiting.
- Head lice or their eggs (nits).

A pupil may be considered for retention when it is in the best interest of the pupil. Reasons for retention may include:

1. Failing grades.
2. Social and emotional development (immaturity).
3. Lack of expected progress in adopted grade level expectations.
4. Parent request. (The student retention committee must also agree that the student should be retained.)
- 5. Excessive absences.**

When pupils are being considered for retention, written notification to the parent or guardian shall be made by March 1. The written notice shall indicate that retention is a possibility and will include a request for the parent to meet with the superintendent/principal and /or the child's teacher(s), as necessary. The pupil's educational progress shall be discussed with the parent by the superintendent/principal or designee and the pupil's teacher.

All students face automatic withdrawal if a student without legitimate excuse misses 105 consecutive hours of learning opportunity. This policy includes withdrawing the student by the end of the 30th day after the student has failed to participate. Please contact the school as soon as possible regarding any absence(s) of any student to discuss his or her reasons for the absence.

Thank you for your understanding.

### **TCP World Academy Benefits Policy**

All employees, including part-time or seasonal employees, may be offered health insurance benefits and/or retirement benefits according to the rules and requirements of the state, sponsor contract, and retirement system. All full-time employees shall be offered health insurance benefits and retirement benefits through the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio (STRS or SERS pension system).

For fiscal year 2012, health insurance benefits shall be offered to full time employees under the grandfathered cost structure of \$50 per month for self, \$200 per month for self-and-spouse or self-and-children, and \$350 per month for family coverage. Staff members on the grandfathered rates who have maintained their plan for the previous 4 years may continue on the 2012 rate until they change their coverage plan. For and beyond fiscal year 2013, Health Insurance benefits for full-time employees shall be offered for single-coverage with \$100 monthly employee contribution, self-and-spouse or self-and-children coverage for \$800 monthly, or family coverage for \$1450 monthly employee contribution. Monthly employee health costs shall be paid in two equal installments withheld from each paycheck.

The costs and rates may change at the beginning of each fiscal year starting on July 1st.

### **TCP World Academy Bereavement Policy**

Bereavement leave shall be granted to any employee after the loss of a Guardian, Mother, Father, Sister, Brother, Daughter, or Son, up to three(3) days above and beyond personal leave days. All other extended family losses can be granted bereavement leave only by administration on a case-by-case basis.

### **TCP World Academy Fraud Reporting Policy**

All employees and contractors of TCP World Academy should report any witnessed fraud, including the misuse of public money, to the appropriate supervisor, administrator, or board member. The Ohio Auditor of State's office maintains a system for reporting of fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, 1-866-FRAUDOH (372-8364), the Auditor of State's website, [www.ohioauditor.gov](http://www.ohioauditor.gov), or United States mail, Ohio Auditor of State - Special Investigations Unit, 88 East Broad Street, PO BOX 1140, Columbus OH 43215.

Reporting of fraud shall have no adverse or punitive actions taken and the reporter shall have all whistleblower protections as provided in Ohio Revised Code section 124.341:

Except as otherwise provided in division (C) of this section, no officer or employee in the classified or unclassified civil service shall take any disciplinary action against an employee in the classified or unclassified civil service for making any report or filing a complaint as authorized by division (A) of this section, including, without limitation, doing any of the following:

- (1) Removing or suspending the employee from employment;
- (2) Withholding from the employee salary increases or employee benefits to which the employee is otherwise entitled;
- (3) Transferring or reassigning the employee;
- (4) Denying the employee promotion that otherwise would have been received;
- (5) Reducing the employee in pay or position.

(C) An employee in the classified or unclassified civil service shall make a reasonable effort to determine the accuracy of any information reported under division (A) of this section. The employee is subject to disciplinary action, including suspension or removal, as determined by the employee's appointing authority, for purposely, knowingly, or recklessly reporting false information under division (A) of this section.

(D) If an appointing authority takes any disciplinary or retaliatory action against a classified or unclassified employee as a result of the employee's having filed a report or complaint under division (A) of this section, the employee's sole and exclusive remedy, notwithstanding any other provision of law, is to file an appeal with the state personnel board of review within thirty days after receiving actual notice of the appointing authority's action. If the employee files such an appeal, the board shall immediately notify the employee's appointing authority and shall hear the appeal. The board may affirm or disaffirm the action of the appointing authority or may issue any other order as is appropriate. The order of the board is appealable in accordance with Chapter 119. of the Revised Code.

(E) As used in this section:

- (1) "Purposely," "knowingly," and "recklessly" have the same meanings as in section 2901.22 of the Revised Code.
- (2) "Appropriate ethics commission" has the same meaning as in section 102.01 of the Revised Code.
- (3) "Inspector general" means the inspector general appointed under section 121.48 of the Revised Code.

### **TCP WORLD ACADEMY BOARD THIRD GRADE GUARANTEE POLICY**

All students entering the third grade must demonstrate a certain level of competency in reading before advancing to the fourth grade.

In accordance with State law, the Superintendent shall develop a program for the annual assessment of the reading skills of each student at the end of first and second grade, and identify those students who

are reading below their grade level. Each student's classroom teacher shall be involved in the assessment and identification of those students who are reading below grade level.

- "On track" means any student who is reading at grade level based on previous end of year standards expectations by September 30.
- "Not on track" means any student who is not reading at grade level based on previous end of year standards expectations by September 30th

#### Assessment of Reading Skills Program

A. An English language arts (ELA) diagnostic assessment, as approved by the Ohio Department of Education (ODE), shall be given by September 30th of each year for students in kindergarten through Grade 3.

B. Diagnostic assessment results shall be translated to ODE's definitions of "on track" and "not on track". The District shall make the final determination regarding whether a student is "on track" or "not on track".

C. If the diagnostic assessment shows that a student is "not on track" to be reading at grade level by the end of the year, the parent will be notified, in writing, of the following:

1. that the school has identified a reading deficiency with the child
2. a description of current services provided to the student
3. a description of proposed supplemental instruction services
4. that the Ohio Achievement Assessment for third-grade reading is not the only measure of reading competency, and
5. that unless the student attains the appropriate level of reading competency by the end of Grade 3, the student will be retained

D. For each student identified to be "not on track", the District shall:

1. begin reading intervention immediately using research-based reading strategies targeted to the student's identified reading deficiencies;
2. develop a reading improvement and monitoring plan within sixty (60) days of learning of the reading deficiency;
3. provide a teacher who has either passed a reading instruction test or has a reading endorsement on their teacher's license [This is required beginning with the 2013/2014 school year].

#### Reading Improvement and Monitoring Plan

The reading improvement and monitoring plan developed for students identified as "not on track" shall include:

- A. identification of the student's specific reading deficiency;

- B. a description of proposed supplemental instruction services that will target the student's identified reading deficiencies;
- C. opportunities for the student's parent/guardian to be involved in the instructional services;
- D. a process to monitor the implementation of the student's instructional services;
- E. a reading curriculum during regular school hours that assists students to read at grade level, provides reliable assessments, and provides ongoing analysis of each student's reading progress; and
- F. a statement that unless the student attains the appropriate level of reading competency by the end of Grade 3, the student will be retained.

Such intervention services shall include instruction in intensive, systematic phonetics pursuant to rules adopted by the State Board of Education.

#### Reporting Requirements

All assessment results and determinations shall be compiled and maintained by the District. The District shall comply with all reporting requirements of Ohio's Third Grade Reading Guarantee.

#### Promotion/Retention

For any student who attains a score in the range designated by statute on the third-grade reading achievement test, the District shall do one of the following:

- A. promote the student to fourth grade if the student's principal and reading teacher agree that other evaluations of the student's skill in reading demonstrate that the student is academically prepared to be promoted to the fourth grade;
- B. promote the student to fourth grade, but provide the student with "intensive" intervention services in fourth grade
- C. retain the student in the third grade.

For any student who does not attain by the end of the third grade at least a score in the range designated by statute in the reading test prescribed under R.C. 330L0710(A)(2)(c), the District shall offer intensive remediation services during the summer following third grade.

Beginning with students who enter the third grade in the 2013-2014 school year, no student shall be promoted to the fourth grade who attains a score in the range designated by RC. 3310.0710(A)(3) on the assessment prescribed to measure language arts (ELA) expected skill in English at the end of third grade unless one of the following applies:

A. the student is limited English proficient student who has been enrolled in United States schools for less than two (2) full school years and has had less than two (2) years of instruction in an English as a second language program

B. the student is a child with a disability entitled to special education related services under R. C. Chapter 3323 and the student's individualized education program (IEP) exempts the student from retention under this division

C. the student demonstrates an acceptable level of performance on an alternative standardized reading assessment as determined by the Ohio Department of Education (ODE); or

D. the student received intensive remediation for reading for two school years but still demonstrates a deficiency in reading and was previously retained in any of grades kindergarten to three. Any such student shall continue to receive intensive reading instruction in grade four. The instruction shall include an altered instructional day that includes specialized diagnostic information and specific research-based reading strategies that have been successful in improving reading among low- performing readers.

A student retained under the provisions of the Third Grade Reading Guarantee and this policy shall be considered for mid-year promotion if that student demonstrates that he/she is reading at or above grade level. Such action shall be considered in consultation with the parent/guardian and the Student Intervention Team and with the concurrence of the Principal.

If a student has already been retained by the Third Grade Reading Guarantee, intervention services must include at least ninety (90) minutes of reading daily.

The District shall provide the option for students to receive reading intervention services from one or more providers including the District or those other than the District. Both the District and ODE have the authority to screen and approve such outside providers.

Interventions for students who have been retained may include:

- A. small group instruction;
- B. reduced student/teacher ratios;
- C. more frequent progress monitoring;
- D. tutoring or mentoring;
- E. transition classes containing third and fourth grade students;
- F. summer reading camp; or
- G. extended school day, week, or year.

Intensive remediation services shall be targeted to the student's identified reading deficiency. This policy shall be reviewed and updated periodically as necessary.

### **A.L.i.C.E. Procedure and Lock-Down Policy**

The A.L.i.C.E. program is designed to enhance current "Lockdown" procedures used frequently in our educational institutions. Tragic events in our schools have dictated the need of enhanced training be provided to staff and students to increase their chances of surviving a surprise attack by an Active Shooter.

**Alert:** Danger Announcement

**Lockdown:** Semi-secure starting point from which to make safety decisions

**inform:** Provide real-time information to those in danger

**Counter:** Use of simple, proactive techniques to counter aggressive actions if necessary

**Evacuation:** Remove as many from the danger zone as quickly as possible

### **Active Shooter/Violent Intruder Procedure**

#### **To be used in conjunction with A.L.i.C.E. Training**

1. Immediately upon the sight or sound of an Active Shooter or Violent Intruder even, observing personnel will conduct all of the following quickly:

- a. Contact 911
- b. Contact Administration
- c. Initiate ALERT and LOCKDOWN if possible

**\*\* These actions can be performed simultaneously by multiple persons (staff and /or students). \*\***

2. Upon notification, Administration will issue or re-issue campus-wide ALERT and LOCKDOWN.

- a. Information shall be given in plain language.
- b. Information shall include all known information that answers the basic questions of Who, What, Where, When, and How. Why is unknown and irrelevant at this point.
- c. Information shall be provided by all means possible, i.e. Public Address system, email notification, walkie-talkies, etc.



- d. Persons outside a building shall take appropriate action based on location of event. Go immediately to the Recreation Center
- e. Persons inside the building, but outside of locked rooms, shall go to the nearest exit in the opposite direction of activity occurring inside the building and proceed to the appropriate Recreation Center Rally Point. If activity is outside the building, they should go to the main office.
- f. Administration shall continue to INFORM through constant real-time updates of the activity, both campus-wide and to responding emergency agencies. This information can be received through use of the camera/monitor systems or eye-witnesses can relay activity and location of event.

3. Upon receiving ALERT information, staff and students in securable rooms shall decide to either remain in LOCKDOWN or EVACUATE.

- a. If the ALERT yields information that indicates the ability to EVACUATE, staff shall direct students to exit building out the windows in basement and main floor then go to the Recreation Center.
- b. Third floor shall exit hallway through window to flat roof and down fire escape. Move around back Woodford side down Woodford and around to Pandora. Pandora route to Pleasant Ridge Recreation Center.
- c. Main floor shall secure doors and barricade them while directing students to hang drop out of the windows into the flower beds. Students should then quietly run to Recreation Center.
- d. Ms. Hatfield and Ms. Young should lock doors and barricade them while students exit outside classroom doors (unless that is the shooter's entrance). Students should then quietly run through play area around back of building to Woodford. Next run down Woodford to Pandora, south on Pandora (right), down street to the first street on right, turn and proceed to Recreation Center.
- e. When safe Ms. Tylka's class (Rm # 10) should exit room and immediately exit out Ms. Young's (Rm # 12) door. Follow same path as Ms. Young's class.

#### *Kindergarten Building*

All floors exit through the rear outside doors left through driveway to Ridge Ave. turn right onto Orion Ave. then right onto Woodmont Ave., right on Woodford Ave., left on Pandora right on first street and proceed to recreation center.

Staff and Students should not escape by entering a long hallway if at all possible.

f. If evacuation is not possible either due to location of activity of infrastructure design, staff and students shall remain in LOCKDOWN and conduct the following:

- 1. Ensure door is locked.

2. Use drop bolt and any other lock enhancement.
  3. Make room as dark as possible.
  4. Barricade door with any large and heavy items.
  5. Door should not be opened for anyone except for identifiable Law Enforcement personnel.
  6. Staff and students should take items that can be used as distractions devices, in order to proactively defend the occupants should the secure area be breached.
  7. Move to an area out of the field of fire should shooting through the door occur.
4. When the Active Shooter is among staff and students, then the following COUNTER measures should be attempted:
- a. Cause Distraction
    1. Create as much noise as possible
    2. Create as much movement as possible
    3. Throw items at the face of the shooter
    4. The goal is to increase the level of skill necessary to accurately shoot a weapon at the room occupants.
  - b. Take Control of the Shooter
    1. While distractions are conducted, one person grabs and secures each limb of the shooter.
    2. Each person uses their body weight on one limb to hold the shooter down until law enforcement arrives.
  - c. Provide First Aid for the Injured
    1. Staff and Students must provide immediate trauma care for the injured until medical personnel can enter building.

# D

## **GOVERNANCE AND ADMINISTRATION PLAN**

### **Board of Directors**

#### **Membership**

**A 5 member panel shall serve as The Governing Authority of T.C.P. World Academy; they shall be called the Board.** The Board will be responsible for implementing the contract between T.C.P. World Academy and our sponsor.

Policies and procedures that will provide guidance for various constituents in order to ensure the implementation of the educational plan will be developed by the School and approved by the Board. The Board members will be responsible for making certain the budget is implemented properly and the policies and procedures to ensure implementation of the educational plan are adhered to. Board members, as well as any staff member, may be involved in securing grants for T.C.P. World Academy. It is the members of the Board's responsibility to make certain T.C.P. World Academy is in compliance with the Community School Statutes. They should also keep up with the regularly changing legislature concerning Ohio schools, especially Ohio Community Schools. The developer, and Governing Authority, will be involved with all phases of T.C.P. World Academy. The developer will not vote when his/her advisory committee votes on recommendations, however, he/she will participate when the Board needs information in order to vote.

### **Qualifications, background and skills**

### **Board Members (The Governing Authority)**

**President** – Should have the vision of the TCP Organization. He/she should have skill in writing contracts, researching, networking, and writing grants. The President must have administrative experience and knowledge of school law, policies, and procedures. He/she should be familiar with Charter School Statutes and school budgets.

The Board President shall represent the board in matters pertaining to the Ohio Department of Education, including representing the board during school Audits.

**Board Member-** Must be organized, demonstrate effective writing or communication skills, and be competent with relevant statutes and procedures.

### **Governing Authority By-Laws**

- The T.C.P. Board shall consist of five members. At least three members must be in attendance for a meeting to be official.
  
- The Board shall meet at least six times each school year at the designated meeting place.
  
- Members must physically attend at least two of the six yearly meetings. Members may participate in a Board Meeting via internet or tele-conference communications. They must be on line the entire meeting.

- This Board will not re-write the agreement of the Governance Board submitted and accepted by the Sponsor, however, modifications as needed will be voted on by the Board of T.C.P. These modifications will be submitted as Resolutions which may become Policies. These resolutions will be shared with the Sponsor according to requirements of the Department of Education and the Ohio Revised Code.
  
- This Board will keep up with the Community School Statutes and take advantage of those statutes which facilitate the successful attainment of the goals specified in the T.C.P. Contract with the Sponsor.
  
- Members of the public who wish to address the Board may do so by submitting a request to the board prior to the scheduled Board Meeting. They may only speak during the part of the meeting designated to hear from the public. They may only speak for 3 minutes each.
  
- Minutes of the prior Board Meeting must be approved and made available to Board members during the following Board Meeting. Minutes may be made available to the public by request to the Secretary or the President.

### **Removal of Board Members**

A Board member will be removed if any of the following events occur:

- Their term is up and they are not re-elected.

- Personal resignation
- Conviction of a felony

The procedure for scheduling and providing public notification of meetings will be to have monthly meetings the third Friday by publicizing in a board calendar schedule and regular school publications.

Public notices will be posted on the public website and/or but not limited to the following: A) The school building front office B) Other TCP educational facilities C) Appropriate community websites.

Meetings will be in compliance with Sunshine Laws ORC 121.22. The Board of Directors will comply with the Public Records Act, ORC 149.43.

## **Management and Administration**

### **Selection and Hiring of Employees**

The Principal has had the unique advantage of helping develop and working with some of the finest teachers and support staff in the city. Some of those people have already committed to working in T.C.P. World Academy. Open positions will be posted using the newspaper, internet, television, radio, and/or flyers. The principal will also recruit international applicants and recent graduates of local universities.

### **Staff Training and Professional Development**

All school employees must participate in professional development scheduled before classes begin (typically in August). The training will be provided by the principal, staff members, and outside professionals as needed. During the school year, a minimum of 2 other staff development sessions will be held.

To ensure the implementation of our unique school program, all staff will be inserviced in:

- Elements of instruction
- Promotion Standards use and assessment (State Proficiency Objectives)
- Student Enterprise Program
- Computer Use, software introduction, and possible distance learning via the Internet
- CPR

Based on the needs of the school, further staff development will be decided by the Administration.

Evaluating employee performance and providing feedback:

The principal will make regular classroom observations and provide feedback to all employees regarding the observations. Lessons should include "Elements of Instruction." The elements include:

- Teach to the objective
- Correct level of difficulty
- Monitor and adjust
- Motivation theory
- Transfer of learning theory
- Retention theory
- Active Participation

Computer activities must be congruent with the lesson objectives. Academic support staff must be engaged in instructing students.

## **Ethics**

I. Integrity is a core value at T.C.P. World Academy. Therefore, intentional inaccuracies on official school district documents such as time sheets, job applications, etc. are prohibited and are grounds for disciplinary action, up to and including termination.

II. T.C.P. World Academy shall comply with applicable sections of Ohio Revised Code 2921.42 as follows:

(A) No public official shall knowingly do any of the following:

(1) Authorize, or employ the authority or influence of the public official's office to secure authorization of any public contract in which the public official, a member of the public official's family, or any of the public official's business associates has an interest;

(2) Authorize, or employ the authority or influence of the public official's office to secure the investment of public funds in any share, bond, mortgage, or other security, with respect to which the public official, a member of the public official's family, or any of the public official's business associates either has an interest, is an underwriter, or receives any brokerage, origination, or servicing fees;

(3) During the public official's term of office or within one year thereafter, occupy any position of profit in the prosecution of a public contract authorized by the public official or by a legislative body, commission, or board of which the public official was a member at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder;

(4) Have an interest in the profits or benefits of a public contract entered into by or for the use of T.C.P. World Academy or governmental agency or instrumentality with which the public official is connected;

(5) Have an interest in the profits or benefits of a public contract that is not let by competitive bidding if required by law and that involves more than one hundred fifty dollars.

(B) In the absence of bribery or a purpose to defraud, a public official, member of a public official's family, or any of a public official's business associates shall not be considered as having an interest in a public contract or the investment of public funds, if all of the following apply:

(1) The interest of that person is limited to owning or controlling shares of the corporation, or being a creditor of the corporation or other organization, that is the contractor on the public contract involved, or that is the issuer of the security in which public funds are invested;

(2) The shares owned or controlled by that person do not exceed five per cent of the outstanding shares of the corporation, and the amount due that person as creditor does not exceed five per cent of the total indebtedness of the corporation or other organization;

(3) That person, prior to the time the public contract is entered into, files with T.C.P. World Academy or governmental agency or instrumentality involved, an affidavit giving that person's exact status in connection with the corporation or other organization.



(C) This section does not apply to a public contract in which a public official, member of a public official's family, or one of a public official's business associates has an interest, when all of the following apply:

(1) The subject of the public contract is necessary supplies or services for T.C.P. World Academy or governmental agency or instrumentality involved;

(2) The supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to T.C.P. World Academy or governmental agency or instrumentality as part of a continuing course of dealing established prior to the public official's becoming associated with T.C.P. World Academy or governmental agency or instrumentality involved;

(3) The treatment accorded T.C.P. World Academy or governmental agency or instrumentality is either preferential to or the same as that accorded other customers or clients in similar transactions;

(4) The entire transaction is conducted at arm's length, with full knowledge by T.C.P. World Academy or governmental agency or instrumentality involved, of the interest of the public official, member of the public official's family, or business associate, and the public official takes no part in the deliberations or decision of T.C.P. World Academy or governmental agency or instrumentality with respect to the public contract.

(D) Division (A)(4) of this section does not prohibit participation by a public employee in any housing program funded by public moneys if the public employee otherwise qualifies for the program and does not use the authority or influence of the public employee's office or employment to secure benefits from the program and if the moneys are to be used on the primary residence of the public employee. Such participation does not constitute an unlawful interest in a public contract in violation of this section.

## **Immunity Policy**

TCP World Academy complies with all applicable sections of the Ohio Revised Code , Chapter 2744.

As stated, (A)(1) For the purposes of this chapter, the functions of TCP World Academy are hereby classified as governmental functions and proprietary functions. Except as provided in division (B) of this section, T.C.P. World Academy is not liable in damages in a civil action for injury, death, or loss to person or property allegedly caused by any act or omission of T.C.P. World Academy or an employee of T.C.P. World Academy in connection with a governmental or proprietary function.

(2) The defenses and immunities conferred under this chapter apply in connection with all governmental and proprietary functions performed by T.C.P. World Academy and its employees.

(3) Subject to statutory limitations upon their monetary jurisdiction, the courts of common pleas, the municipal courts, and the county courts have jurisdiction to hear and determine civil actions governed by or brought pursuant to this chapter.

(B) Subject to sections 2744.03 and 2744.05 of the Revised Code, T.C.P. World Academy is liable in damages in a civil action for injury, death, or loss to person or property allegedly caused by an act or omission of T.C.P. World Academy or of any of its employees in connection with a governmental or proprietary function, as follows:

(1) Except as otherwise provided in this division, T.C.P. World Academy are liable for injury, death, or loss to person or property caused by the negligent operation of any motor vehicle by their employees when the employees are engaged within the scope of their employment and authority.

(2) Except as otherwise provided in sections 3314.07 and 3746.24 of the Revised Code, T.C.P. World Academy is liable for injury, death, or loss to person or property caused by the negligent performance of acts by their employees with respect to proprietary functions of T.C.P. World Academy.

(4) Except as otherwise provided in section 3746.24 of the Revised Code, T.C.P. World Academy are liable for injury, death, or loss to person or property that is caused by the negligence of their employees and that occurs within or on the grounds of, and is due to physical defects within or on the grounds of, buildings that are used in connection with the performance of a governmental function.

(5) In addition to the circumstances described in divisions (B)(1) to (4) of this section, T.C.P. World Academy is liable for injury, death, or loss to person or property when civil liability is expressly imposed upon T.C.P. World Academy by a section of the Revised Code, including, but not limited to, sections 2743.02 and 5591.37 of the Revised Code. Civil liability shall not be construed to exist under another section of the Revised Code merely because that section imposes a responsibility or mandatory duty upon T.C.P. World Academy, because that section provides for a criminal penalty, because of a general authorization in that section that T.C.P. World Academy may sue and be sued, or because that section uses the term "shall" in a provision pertaining to T.C.P. World Academy.

(C) An order that denies T.C.P. World Academy or an employee of T.C.P. World Academy the benefit of an alleged immunity from liability as provided in this chapter or any other provision of the law is a final order.

#### **Defenses - immunities.**

(A) In a civil action brought against T.C.P. World Academy or an employee of T.C.P. World Academy to recover damages for injury, death, or loss to person or property allegedly caused by any act or omission in connection with a governmental or proprietary function, the following defenses or immunities may be asserted to establish nonliability:

(1) T.C.P. World Academy is immune from liability if the employee involved was engaged in the performance of a judicial, quasi-judicial, prosecutorial, legislative, or quasi-legislative function.

(2) T.C.P. World Academy is immune from liability if the conduct of the employee involved, other than negligent conduct, that gave rise to the claim of liability was required by law or authorized by law, or if the conduct of the employee involved that gave rise to the claim of liability was necessary or essential to the exercise of powers of T.C.P. World Academy or employee.

(3) T.C.P. World Academy is immune from liability if the action or failure to act by the employee involved that gave rise to the claim of liability was within the discretion of the employee with respect to policy-making, planning, or enforcement powers by virtue of the duties and responsibilities of the office or position of the employee.

(4) T.C.P. World Academy is immune from liability if the action or failure to act by T.C.P. World Academy or employee involved that gave rise to the claim of liability resulted in injury or death to a person who had been convicted of or pleaded guilty to a criminal offense and who, at the time of the injury or death, was serving any portion of the person's sentence by performing community service work for or in T.C.P. World Academy whether pursuant to section 2951.02 of the Revised Code or otherwise, or resulted in injury or death to a child who was found to be a delinquent child and who, at the time of the injury or death, was performing community service or community work for or in T.C.P. World Academy in accordance with the order of a juvenile court entered pursuant to section 2152.19 or 2152.20 of the Revised Code, and if, at the time of the person's or child's injury or death, the person or child was covered for purposes of Chapter 4123. of the Revised Code in connection with the community service or community work for or in T.C.P. World Academy.

(5) T.C.P. World Academy is immune from liability if the injury, death, or loss to person or property resulted from the exercise of judgment or discretion in determining whether to acquire, or how to use, equipment, supplies, materials, personnel, facilities, and other resources unless the judgment or discretion was exercised with malicious purpose, in bad faith, or in a wanton or reckless manner.

(6) In addition to any immunity or defense referred to in division (A)(7) of this section and in circumstances not covered by that division or sections 3314.07 and 3746.24 of the Revised Code, the employee is immune from liability unless one of the following applies:

(a) The employee's acts or omissions were manifestly outside the scope of the employee's employment or official responsibilities;

(b) The employee's acts or omissions were with malicious purpose, in bad faith, or in a wanton or reckless manner;

(c) Civil liability is expressly imposed upon the employee by a section of the Revised Code. Civil liability shall not be construed to exist under another section of the Revised Code merely because that section imposes a responsibility or mandatory duty upon an employee, because that section provides for a criminal penalty, because of a general authorization in that section that an employee may sue and be sued, or because the section uses the term "shall" in a provision pertaining to an employee.

(7) T.C.P. World Academy, and an employee who is a county prosecuting attorney, city director of law, village solicitor, or similar chief legal officer of T.C.P. World Academy, an assistant of any such person, or

a judge of a court of this state is entitled to any defense or immunity available at common law or established by the Revised Code.

(B) Any immunity or defense conferred upon, or referred to in connection with, an employee by division (A)(6) or (7) of this section does not affect or limit any liability of T.C.P. World Academy for an act or omission of the employee as provided in section 2744.02 of the Revised Code.

### **Automatic Cardiac Defibrillator Policy**

TCP World Academy does not require the placement of an automated external defibrillator in the school. Thus, there is no automatic cardiac defibrillator on the premises.

In regard to the use of an automated external defibrillator within TCP World Academy, and except in the case of willful or wanton misconduct or when there is no good faith attempt to activate an emergency medical services system in accordance with section 3701.85 of the Revised Code, no person shall be held liable in civil damages for injury, death, or loss to person or property, or held criminally liable, for performing automated external defibrillation in good faith, regardless of whether the person has obtained appropriate training on how to perform automated external defibrillation or successfully completed a course in cardiopulmonary resuscitation.

### **Data Reporting Policy**

TCP Shall submit all required data to all the Department of Education databases maintained by the department for the collection of education data, including the education management information system established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;

### **Staff Specific Policies**

#### **Mail/Telephone Messages**

Staff mailboxes are located in the staff work area inside the lunchroom. All staff members should check their mail boxes in the morning, during their lunch time, and after school.

Employees will be called to the phone only in the case of an emergency. In the case of non-emergency telephone calls, a message will be taken and put in the employee's mailbox. Please inform the office when you have called a parent and are expecting a return call from him/her.

At least once a day staff members should also read the bulletin board that is also located in the staff work area.

No personal long distance calls should be made on school telephones without permission from Ms. French.

***Cell phones may not be used during the school day for personal phone calls.***

### **Morning Arrival**

Under ordinary conditions children should not arrive at school before 8:30 a.m. Children are to report directly to their classrooms in the morning. Those who are having breakfast will report to the lunchroom for breakfast. Breakfast begins at 8:30 a.m. and ends at 9:15 a.m.

Teacher assistants will supervise breakfast as assigned. Teacher assistants will also be assigned to monitor the halls. Teachers should make certain computers are up and ready for instruction by 9:00 a.m. each morning.

### **Lunch Time**

Teachers will bring children to lunch and pick them up *promptly* at the scheduled time.

Teachers who share a class with a co-teacher will alternate supervision during the lunch period.

Lunch will be supervised by all support staff. Designated teachers and teacher assistants will supervise their students during lunch and while cleaning up. Once students are finished eating, they should clean their area, ask permission to empty their tray, then return to their table and wait to be picked up by their teacher. The teacher assistants must make certain that students' lunch areas (table, seat and floor) are clean before they are allowed to leave the lunchroom.

### **Valuables/Personal Property**

Valuables should never be left unattended. Teachers should always lock their classroom doors whenever they leave their rooms. Doors should be locked at the end of the school day. Purses and personal belongings should be kept in a locked desk or cabinet. T.C.P. World Academy is not responsible for lost or stolen articles.

### **Use of School Facility & Equipment Policy**

The use of the building and equipment of T.C.P. World Academy may only be used for educational, summer enrichment, student enrichment or after-school child care activities. Authorized personnel of the school must be on the premises anytime the building is in use. Use of the building must be approved by the Superintendent and owner.

### **Calling Tree**

A staff-calling tree is identified each year. All staff members are expected to participate in this calling tree program since it allows for quick communication if an emergency should occur or school is closed.

### **Housekeeping**

Call the office if a custodian is needed immediately and a member of the office staff will follow through in alerting a custodian. *Staff should place a note in the Plant Operator's mailbox for any non-emergency requests.*

## **HEALTH & SAFETY**

### **Emergency numbers**

<b>Police and Fire Department</b>	<b>Emergency</b>	<b>911</b>
<b>Superintendent/Principal</b>	<b>Karen Y. French</b>	<b>513-531-9500</b>
<b>Gas</b>	<b>Duke Energy</b>	<b>513-651-4466</b>
<b>Lights</b>	<b>Duke Energy</b>	<b>513-651-4182</b>
<b>Water</b>	<b>Cincinnati Waterworks</b>	<b>513-591-7700</b>

**Please submit incident/emergency forms and all applicable documentation on the day of the incident/emergency.**

***Refer all media contacts to Superintendent/Principal, Karen Y. French.***

### **Emergency Procedures**

An effective school emergency program requires that individuals recognize an emergency situation and its severity and understand their responsibilities. It also requires an adequate plan for such situations.

The T.C.P. World Academy school/district will use the All Hazards Approach to crisis management, should an emergency situation develop. The All Hazards Approach entails:

- Effective coordination of activities among the people having a management/response role;

- Early warning and clear instructions to all concerned if a crisis occurs;
- Continued assessment of actual and potential consequences of the crisis;
- Continuity of school operations during and immediately after the crisis.

The superintendent/principal (School/District Incident Commander) will initiate the All Hazards Approach through the School/District Emergency Management Team. The Incident Commander will be in charge until First Responders arrive, if necessary. Typically, the Police or Fire Department will assume incident command in the event of a major incident.

We have a building Crisis Intervention Plan that is reviewed with staff at the start of the school year. It is the responsibility of all staff members to be familiar with the guidelines and procedures of that plan.

### **Emergency Evacuations/Disaster Drills**

Emergency evacuation procedures have been established for our building and each teacher is urged to take time early in the year to orient his/her students to the purpose and routine of the drills. Be sure to inform students what to do if they are in the bathroom or lunchroom. General guidelines are listed below. Specific procedures/evacuation routes for each classroom are to be posted in a clearly visible location in each classroom at all times. For more detailed guidance and instructions on how to handle other emergency situations, please refer to the T.C.P. Emergency Procedures Quick Guide, which is located inside the red Emergency Folder.

#### **Fire/Fire Drill Procedures**

The alarm will sound. Teachers will follow the directions specific for their location. Stress walking quickly and quietly. Take your Crisis folder with you and close the door(s) and window(s) before leaving the building.

Teachers will take attendance (out loud) for all students once the class reaches the designated location and remain there until they are signaled to re-enter the building. If a child is missing, teachers are to report it to the superintendent/principal or Crisis Team member immediately.

#### **Tornado/Tornado Drill Procedures**

A signal will be given over the intercom or an announcement will be made. Teachers will lead their students to the designated location. Once there, they will instruct students to assume a protective position, facing the wall in a crouched position, hands over their heads.

If an alarm should sound during lunch, the staff members on lunch duty are in charge of helping students to proper locations. Classroom teachers should report to the cafeteria immediately to help.

### **Lock Down Procedure**

The signal for lock down will be announced to the staff. When this is announced over the intercom, this means to lock your doors and windows, with you and your students inside the classroom. Do not open the door for anyone until you have been notified over the intercom that the alert is rescinded.

### **Blood Borne Pathogens**

Medical evaluation is required as soon as possible whenever an employee experiences a significant blood exposure incident. A significant exposure incident is defined as:

1. Blood contact with an open wound or break in the skin
2. Blood contact with mucus membranes (eye, nose, mouth)
3. A penetrating wound caused by an object contaminated with another's blood

Employees should seek medical evaluation and care from an urgent care facility or emergency room, as they are experienced in evaluation, treatment, and source follow-up. Teachers should keep rubber gloves in their classrooms. Please keep them in a convenient location.

Any time a staff member is involved in a situation in which there are bodily fluids present (blood, vomit, mucous, saliva, etc.) gloves should be worn.

### **Tobacco-Free Environment**

The health of students and employees is important to T.C.P. World Academy. This policy is an attempt to provide a healthy work place and to stress good health practices. Use of tobacco and tobacco products (including smokeless tobacco) will not be permitted in school buildings or school facilities at any time. That includes classrooms, corridors, restrooms, work areas, cafeteria, office, and all vehicles owned, leased, or operated by T.C.P. World Academy. Staff members will not be permitted to use tobacco or tobacco products while they are participants in any activity in which they represent the school.

### **Drug-Free Work Place**

T.C.P. World Academy recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered



morale, rising health care costs, and diminished interpersonal relationship skills. T.C.P. World Academy strives to create and maintain a drug-free work place. We are responsible for the instruction and well being of the students entrusted to our care. A consistent message needs to be communicated to our students; the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs are unacceptable.

### **Dispensing of Medication at School**

Only the nurse, can administer medication to a child. All student medication should be housed in the nurses' office.

### **Accident Reporting By Employees**

T.C.P. World Academy requires all employees to report any accident or injuries before the end of the workday on which the incident takes place. Employee accident forms are included in the red crisis folders. Additional forms are available in the office.

When the employee involved is not able to fill out an accident report by the end of the workday, s/he is required to do so within twenty-four hours after the accident.

If an employee is involved in an accident outside of work (i.e. home, karate, car accident, etc.) that results in injury, the employee should notify the school in writing by filling out a disclosure form.

### **Sexual Harassment**

Sexual harassment is defined as sexual advances or other forms of oral, written or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic achievement (quid pro quo); or
- (2) Such conduct has the effect of interfering unreasonably with an individual's performance or creating an intimidating hostile or offensive work or educational environment (hostile environment).

## **PROFESSIONAL RESPONSIBILITIES**

### **Use of Cell Phones**

Cell phones are not to be used for personal reasons during the instructional day.

## **Staff Attendance**

### **Certified Staff**

Teachers are expected to be in their own classrooms and ready to receive students at 8:30 a.m.

Certified teachers earn one (1) sick day each month resulting in nine (9) sick days annually. Sick days with pay may not be used before they are earned. Sick days must be used during the fiscal year. Sick days do not carry over to the next fiscal year.

There is no carry over of sick days or personal leave days. These days must be used appropriately within the fiscal year during which they have been earned. The fiscal year begins on July 1 and ends on June 30.

### **Classified Staff**

Staff members are expected to be on their posts at 8:30 a.m.

If a classified staff member is regularly late his/her pay will be deducted by the following schedule:

*Five (5) minutes – Fifteen (15) minutes =  $\frac{1}{4}$  of hourly rate*

*Sixteen (16) minutes – Thirty (30) minutes =  $\frac{1}{2}$  of hourly rate*

*Thirty-One (31) minutes – Forty-Five (45) minutes =  $\frac{3}{4}$  of hourly rate*

*Forty-Six (46) minutes – Sixty (60) minutes = 1 hour*

Classified teacher assistants earn one (1) sick day about every seven (7) weeks resulting in six (6) sick days annually. Sick days with pay may not be used before they are earned. Sick days must be used during the fiscal year. Sick days do not carry over to the next fiscal year.

Full-time classified staff members earn six (6) sick days and three (3) personal leave days annually

There is no carryover of sick days or personal leave days. These days must be used appropriately within the fiscal year during which they have been earned. The fiscal year begins on July 1 and ends on June 30.

### **Support Staff**

*The lunchroom staff, the office staff and the facilities staff have different work hours.*

## **Personal Leave**

Personal leave days shall be earned in the following increments:

Three (3) personal leave days shall be available for staff members who are employed before January 1.

Any staff member employed between January and March 31 shall be allocated one (1) day for personal leave purposes.

Any staff member employed after March 31 shall not be allocated any days for personal leave.

Teachers and other full-time employees may use up to three (3) personal leave days per fiscal year. All employees are required to adhere to the following guidelines when requesting personal leave (except in cases of emergency):

If the requested day(s) off will occur on a Tuesday, Wednesday or Thursday, staff is required to submit their personal leave request form at least two (2) days prior to the day they wish to be absent.

If the requested day(s) off will occur on a Monday or Friday, staff is required to submit their personal leave request form at least ten (10) days prior to the day they wish to be absent.

If the requested day(s) off will occur on a day that immediately precedes or immediately follows a recess (Winter or Spring Break) or holiday, or if the requested day(s) off will occur on any day in May or June, staff is required to submit their personal leave request form at least ten (10) days prior to the day they wish to be absent. *Staff should be mindful of the fact that they will not be paid for personal leave days used immediately preceding or following a holiday or a holiday break.*

No more than two (2) teachers may take a personal leave day on the same day. This guideline excludes emergency personal leave and leaves on Monday, Friday, days preceding or following a recess or holiday, or any day in May or June.

*Sick days may not be used for vacation or substituted for personal leave days. Teachers will not be paid for sick days used beyond the allocated 9 days.*

## **Military Leave**

Any teacher may, at any time upon approval of application be granted a leave of absence for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in Section 5923.05 Ohio Revised Code.

### **Extended Military Service**

A teacher who leaves his/her position to serve in the armed forces of the United States, as defined by law 9 Ohio Revised Code 3319.14 shall be considered to be on special leave of absence. S/He shall be entitled to return to the serve of the T.C.P. World Academy under the terms of pertinent statutes, except that said teacher must return to service with the school before one year has elapsed from the date of discharge. Upon such return, the teacher shall be returned to service in the school without loss of professional or financial status.

### **Day Leave**

No employee is to leave school during the school day without notifying the office of destination and time of return.

*Each staff member is expected to sign in upon arrival each morning.*

### **At-Will Employment**

All staff employment with TCP World Academy is on an at-will basis. Either TCP World Academy or employee may terminate the employment relationship at any, time, for any reason, with or without notice, cause or prior discipline.

### **Resignation / Termination Compensation**

If a staff member resigns s/he will be paid after a satisfactory grade of a complete inventory has been taken. S/He will be paid with one (1) paycheck.

If s/he does not give a two (2) week or more notice the staff member will be issued his/her pay check two (2) weeks after the date of their resignation. This is contingent upon a clear and uneventful inventory.

### **Dismissing Staff:**

**Staff will be dismissed if convicted of any offenses set forth in ORC. 3319.39. The Superintendent/Principal may dismiss a staff member for the following reasons:**

- **Failure to implement the school education plan**
- Conviction of a felony
- Abuse of sick leave policy
- Failure to complete job responsibilities (teaching and non-teaching staff)
- Regular student academic achievement decrease with same teacher, end of contract may be non-renewed
- Theft
- Intentional physical or mental harm to a student or person affiliated with the school.

A teacher under contract will be given “due process” before being dismissed. Before s/he is given a notification of dismissal, a series of steps will take place. The teacher will be placed on intervention during the current school year. The intervention process will provide administrative/peer assistance. Regular observations will be written in order to provide documentation of needed areas of improvement along with follow-up conferences. If the teacher does not meet the requirements specified in the intervention plan and does not receive a satisfactory or better evaluation, the principal may dismiss the teacher before or at the end of the school year. The employee will receive a written notice of the dismissal and a final conference with the principal. In order to dismiss a staff member for matters not relating to the instructional program, a conference must be held with the staff member. A teacher not under contract may be dismissed with a month’s notice.

### **Initial Position on Salary Scale**

The initial salary of a teacher shall be the minimum on the scale for which the teacher is qualified, plus any allowance due the teacher for prior teaching experience and/or military service, not to exceed five years.

### **Maternity/Paternity/Adoptive Leave**

A teacher may use up to two (2) weeks sick leave for absence due to the routine care and bonding with a newborn or newly adopted child. A father of a new child in their home may take up to two (2) weeks if needed.

### **Frequent Absence**

If you will not be returning on the following school day, call the school before 2:00 p.m. so that we can be prepared. Make certain you speak with either the person covering your class or the secretary.

### **Transportation**

Students riding the buses should not be kept after school unless arrangements have been made with the parent(s).

School personnel should make every effort to see that students do not miss their bus.

Students who miss the bus must report to his/her teacher. **The teacher should:**

- 1. Call the student's parent(s) or person listed on the emergency contact form.**
- 2. Notify the office.**

Once that has been done, the student should wait at the office for parent(s) or district police to arrive.

## CONFLICT OF INTEREST POLICY

### SECTION I. PURPOSE:

TCP World Academy is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of TCP World Academy as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently, there exists between TCP World Academy and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of TCP World Academy honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of TCP World Academy. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with TCP World Academy or knowledge gained there from for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

### SECTION II. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of TCP World Academy. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning TCP World Academy.

### SECTION III. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to TCP World Academy.
2. Persons and firms from whom TCP World Academy leases property and equipment.
3. Persons and firms with whom TCP World Academy is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others are supporting TCP World Academy.
6. Agencies, organizations and associations which affect the operations of TCP World Academy.
7. Family members, friends, and other employees.

#### **SECTION IV. NATURE OF CONFLICTING INTEREST:**

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with TCP World Academy.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with TCP World Academy.
3. Receiving remuneration for services with respect to individual transactions involving TCP World Academy.
4. Using TCP World Academy's time, personnel, equipment, supplies, or good will for other than TCP World Academy-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with TCP World Academy. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

#### **SECTION V. INTERPRETATION OF THIS STATEMENT OF POLICY:**

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of TCP World Academy. However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.



**SECTION VI. DISCLOSURE POLICY AND PROCEDURE:**

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [board or a duly constituted committee thereof]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [board or a duly constituted committee thereof]. The [board or a duly constituted committee thereof] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to TCP World Academy. The decision of the [board or a duly constituted committee thereof] on these matters will rest in their sole discretion, and their concern must be the welfare of TCP World Academy and the advancement of its purpose.

*Technological College Preparatory World Academy*

6000 Ridge Avenue ★ Cincinnati, OH 45213 ★ Tel: 513.531.9500 ★ Fax: 513.531.2406

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you.

These persons are termed "affiliated persons" and include the following:

- a. your spouse, domestic partner, child, mother, father, brother or sister;
- b. any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

2. CAPACITY: \_\_\_\_\_ board of directors

\_\_\_\_\_ executive committee

\_\_\_\_\_ officer

\_\_\_\_\_ committee member

\_\_\_\_\_ staff (position): \_\_\_\_\_

3. Have you or any of your affiliated persons provided services or property to TCP World Academy in the past year? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

4. Have you or any of your affiliated persons purchased services or property from TCP World Academy in the past year? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which \_\_\_\_\_ was or is a party \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Technological College Preparatory World Academy*

6000 Ridge Avenue ★ Cincinnati, OH 45213 ★ Tel: 513.531.9500 ★ Fax: 513.531.2406

6. Were you or any of your affiliated persons indebted to pay money to TCP World Academy at any time in the past year (other than travel advances or the like)?

\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from TCP World Academy or as a result of your relationship with TCP World Academy, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to TCP World Academy? \_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving TCP World Academy? \_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by TCP World Academy's [board or a duly constituted committee thereof] in accordance with the terms and intent of TCP World Academy's conflict of interest policy? \_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

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I HERBY CONFIRM that I have read and understand TCP World Academy's conflict of interest policy, my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify [designated officer or director] immediately.

\_\_\_\_\_  
Signature Date

### GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, TCP World Academy requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with TCP World Academy or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as an officer, employee or a member of the board of directors of TCP World Academy.

Section 2. "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind receipt of a loan or grant, or the establishment of any other pecuniary relationship.

The making of a gift to TCP World Academy is not a "contract" or "transaction."

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than \$50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with \_\_\_\_\_ or,
2. Does or seeks to compete with \_\_\_\_\_ or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with \_\_\_\_\_.

### GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

\_\_\_\_\_  
Signature Date

**F**

**GOVERNING AUTHORITY  
DISCLOSURE STATEMENT**

I, \_\_\_\_\_, a member of the Governing Authority of \_\_\_\_\_,  
\_\_\_\_\_, hereby do attest to the following:

- 1. \_\_\_ I am not aware of any immediate relatives or business associates employed by ERCO, our Sponsor, at present or within the past three years.
- 2. \_\_\_ I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with our School at present or within the past three years.
- 3. \_\_\_ I am not aware of any immediate relatives or business associates employed by the vendor that is or has been engaged in business with our School at present or within the past three years.

Or

- 4. \_\_\_ I am not aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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- 5. \_\_\_ I will immediately disclose to the Board President of the Governing Authority during this calendar year if I find out that any immediate relatives or business associates accept employment or engage in business with our School or have done so within the past three years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Technological College Preparatory World Academy

6000 Ridge Avenue, Cincinnati, Ohio 45213. 513-531-9500  
Superintendent, Karen Y. French

### TCP World Academy Draft Calendar for School Year 2023-2024

#### Summer School Program

Juneteenth Holiday – No School

Independence Day Holiday – No School

**June 12-July 28**

June 19

July 4

In Service Days - Staff Report

#### First Day of School For Students

Labor Day Holiday - No School

Kindergarten Reading Assessment

#### End of First Quarter (40 Instructional Days)

August 14-16

**August 17**

September 4

TBD September 25 - October 6

**October 13**

Parent Conference Day & Staff In-Service - No Students

Grade 3 English Language Arts Fall Test Window

Election Day – No School

Fall Picture Day

Veterans Day Holiday - No School

Thanksgiving Holiday Break - No School

Fall Picture Day - Retake

#### End of 2nd Quarter (41 Instructional Days)

Winter Break - No School

October 16

TBD October 18 - 30

November 7

November 9

November 10

November 22-24

December 12

**December 15**

December 18-January 1

#### Students Return from Winter Break

Dr. Martin Luther King Day - No School

Professional Development – No Students

Parent Teacher Conferences - No Students

President's Day - No School

Professional Development – No Students

#### End of 3rd Quarter (44 Instructional Days)

Spring Recess - No School

#### Students Return from Spring Recess

Spring Testing Window

Sixth Grade Graduation

#### End of 4th Quarter (49 Instructional Days) – Last Day for Students

Staff In-Service - No Students

**January 2**

January 15

January 26

February 12

February 19

March 4

**March 8**

March 25 – 29

**April 1**

TBD April 8 - May 6

May 16

**May 23**

May 28-29

Grade 3 English Language Arts Summer Test Window  
(If Necessary)

#### Summer School Program

Juneteenth Holiday – No School

Independence Day Holiday – No School

TBD June 22 - 26

**June 10 – July 25**

June 19

July 4

Attachment 1

H

N/A

Attachment 1

I



**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS**

**OVERVIEW:**

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations and Governance/Legal.

**ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:**

1. SCHOOL WIDE ENVIRONMENT IS CONDUCIVE FOR LEARNING
2. THE SCHOOL COMPLIES WITH FACILITIES REQUIREMENTS
3. THE SCHOOL COMPLIES WITH HEALTH AND SAFETY REQUIREMENTS
4. THE SCHOOL COMPLIES WITH REPORTING REQUIREMENTS
5. THE SCHOOL COMPLIES WITH ALL OTHER OBLIGATION AS SPECIFIED
6. PRIMARY CONTACTS INCLUDING GOVERNING BOARD MEMBERS, SUPERINTENDENT, PRINCIPAL, AND DESIGNEE COOPERATE BY RESPONDING TO SPONSOR REQUESTS WITHIN REQUESTED TIMEFRAMES
7. THE SCHOOL COMPLIES WITH GOVERNANCE REQUIREMENTS AND EPECTATIONS
8. THE SCHOOL GOVERNING BOARD HOLDS ITS ACADEMIC, OPERATIONS, FINANCIAL AND ADMINISTRATIVE LEADERSHIP ACCOUNTABLE FOR PERFORMANCE

**ERCO EVALUATES THE SCHOOL WITH THE FOLLWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:**

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

**EXCEEDS EXPECTATIONS:** The school facility was consistently observed to be clean orderly and well maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.

Some Organizational, Operations and Legal indicators are Not Applicable for an Exceeds Expectation rating.

**MEETS EXPECTATIONS:** The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc. The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: Fire inspections and related records; Viable certificate of occupancy

**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS**

or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security. The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Appropriate response to student health concerns; Food service requirements. The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to: EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.

The school contacts responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules ; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, EMIS/SOES personnel.; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement. The school materially complies with federal and state applicable laws, rules and regulations, complies with legal binding contracts and all other legal requirements relating to charter school law.

**APPROACHES EXPECTATIONS:** Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.

The school fails to comply, or do so in a timely manner with applicable laws, rules, regulations and provisions of the charter contract relating to facilities, grounds, and transportation, including but not limited to fire inspections and related records; Viable certificate of occupancy or other required building use authorization, documentation of requisite insurance coverage; safety plans and security. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

The school failed to comply, or do so in a timely manner with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules ; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS**

Some Organizational - Operations indicators are Not Applicable for an Approaches Expectation rating.

**BELOW EXPECTATION:** Three or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc. The school failed to comply with applicable laws, rules, regulation and provisions of the charter contract relating to school facilities, grounds and transportation, including but not limited to: Fire Inspections and related records, viable certificate of occupancy, insurance coverage, safety plan and security. Did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer. The school contacts were not responsive within requested timeframes on more than one documented instance in any given year of the current contract term.

The school failed to comply with the operations and/or governance requirements and expectations, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer.

**COMPLETING THE PERFORMANCE FRAMEWORK**

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: **4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.**
- ERCO will annually evaluate the School Performance goals to receive the actual end of the year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

**PERFORMANCE FRAMEWORK**

**SCHOOL OPERATIONS, LEGAL/GOVERNANCE PERFORMANCE GOALS**

**SCHOOL NAME:**

**DATE COMPLETED:**

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	23-24	24-25	25-26	26-27	27-28
<b>1. School-wide environment is conducive to learning.</b>	4 = Exceeds Expectations	<i>The school facility was consistently observed to be clean, orderly, and well-maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.</i>	3	3	3	4	4
	3 = Meets Expectations	<i>The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc.</i>					
	2 = Approaches Expectations	<i>Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.</i>					
	1 = Below Expectations	<i>3 or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc.</i>					
<b>2. The school complies with facilities requirements.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	3	3	3	3	3
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: Fire inspections and related records; Viable certificate of occupancy or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security.</i>					
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>					
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>					
<b>3. The school complies with health and safety requirements.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	3	3	3	3	3
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Appropriate response to student health concerns; Food service requirements</i>					
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>					
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>					
<b>4. The school complies with reporting requirements.</b>	4 = Exceeds Expectations	<i>Not Applicable</i>	3	3	3	3	3
	3 = Meets Expectations	<i>The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to: EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.</i>					
	2 = Approaches Expectations	<i>The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer</i>					
	1 = Below Expectations	<i>The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer</i>					

5. The school complies with all other obligations as specified.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with all other legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to; maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act; providing access to documents maintained by the school under Ohio's Freedom of Information laws and other applicable authorities; proper and secure maintenance of testing materials; requirements from the following sources; revisions to state charter law; requirements by other entities to which the charter school is accountable such as the Ohio Department of Education and educational service centers; requirements from the sponsor, including but not limited to site visits, mandatory meeting attendance, policy revisions, participation in Ohio Department of Education informational webinars and professional development, etc.					
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer					
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer					
6. Primary contacts including governing board members, superintendents, principals and designee cooperate by responding to sponsor requests within requested timeframes.	4 = Exceeds Expectations	Not applicable	3	3	3	3	3
	3 = Meets Expectations	School contacts were responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.					
	2 = Approaches Expectations	Not applicable					
	1 = Below Expectations	School contacts were not responsive within requested timeframes on more than one documented instance in any given year of the current contract term.					
7. The school complies with governance requirements and expectations.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board.					
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer					
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer					
8. The school governing board holds academic, operations, financial and administrative leadership accountable for performance.	4 = Exceeds Expectations	Not Applicable	3	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, EMIS/SOES personnel; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement					
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer					
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer					
<b>SCORING:</b> <ul style="list-style-type: none"> <li>• EXCEEDS EXPECTATIONS = 4</li> <li>• MEETS EXPECTATIONS = 3</li> <li>• APPROACHES EXPECTATIONS = 2</li> <li>• BELOW EXPECTATIONS = 1</li> </ul>							

Updated Jan 2023



## 2024 BOARD MEETING SCHEDULE

July 21<sup>th</sup>, 2023

7:30 P.M. TCP World Academy Auditorium

September 15<sup>th</sup>, 2023

7:30 P.M. TCP World Academy Auditorium

October 20<sup>th</sup>, 2023

7:30 P.M. TCP World Academy Auditorium

November 17<sup>th</sup>, 2023

7:30 P.M. TCP World Academy Auditorium

January 19<sup>th</sup>, 2024

7:30 P.M. TCP World Academy Auditorium

March 15<sup>th</sup>, 2024

7:30 P.M. TCP World Academy Auditorium

May 17<sup>th</sup>, 2024

7:30 P.M. TCP World Academy Auditorium

## ATTACHMENT 2

- A. Educational Plan / Program and alignment with Ohio Academic Standards
- B. School's Mission, goals, ages and grades of students and focus of curriculum.
- C. Blended Learning Model Description (if appropriate).

# A

## TCP World Academy Educational Plan

### Academic Content Standards

#### Mathematics



# K-12 Mathematics

## Kindergarten

### Number, Number Sense and Operations Standard

*Number and  
Number Systems*

1. Compare and order whole numbers up to 10.
2. Explain rules of counting, such as each object should be counted once and that order does not change the number.
3. Count to twenty; e.g., in play situations or while reading number books.
4. Determine "how many" in sets (groups) of 10 or fewer objects.
5. Relate, read and write numerals for single-digit numbers (0 to 9).
6. Construct multiple sets of objects each containing the same number of objects.
7. Compare the number of objects in two or more sets when one set has one or two more, or one or two fewer objects.
8. Represent and use whole numbers in flexible ways, including relating, composing and decomposing numbers; e.g., 5 marbles can be 2 red and 3 green or 1 red and 4 green.
9. Identify and state the value of a penny, nickel and dime.

*Meaning of  
Operations*

10. Model and represent addition as combining sets and counting on, and subtraction as take-away and comparison. For example:
  - a. Combine and separate small sets of objects in contextual situations: e.g. add or subtract one

- Computation and Estimation*
- b. Count on (forward) and count back (backward) on a number line between 0 and 10.
  11. Demonstrate joining multiple groups of objects, each containing the same number of objects; e.g., combining 3 bags of candy, each containing 2 pieces.
  12. Partition or share a small set of objects into groups of equal size; e.g., sharing 6 stickers equally among 3 children.
  13. Recognize the number or quantity of sets up to 5 without counting; e.g., recognize without counting the dot arrangement on a domino as 5.

### Measurement Standard

- Measurement Units*
1. Identify units of time (day, week, month, year) and compare calendar elements; e.g., weeks are longer than days.
- Use Measurement Techniques and Tools*
2. Compare and order objects of different lengths, areas, weights and capacities; and use relative terms, such as longer, shorter, bigger, smaller, heavier, lighter, more and less.
  3. Measure length and volume (capacity) using uniform objects in the environment. For example, find:
    - a. how many paper clips long is a pencil;
    - b. how many small containers it takes to fill one big container using sand, rice, beans.
  4. Order events based on time. For example:
    - a. activities that take a long or short time;
    - b. review what we do first, next, last;
    - c. recall what we did or plan to do yesterday, today, tomorrow.

## Geometry and Spatial Sense Standard

*Characteristics and Properties*

1. Identify and sort two-dimensional shapes and three-dimensional objects. For example:
  - a. Identify and describe two-dimensional figures and three-dimensional objects from the environment using the child's own vocabulary.
  - b. Sort shapes and objects into groups based on student-defined categories.
  - c. Select all shapes or objects of one type from a group.
  - d. Build two-dimensional figures using paper shapes or tangrams; build simple three-dimensional objects using blocks.

*Spatial Relationships*

2. Name and demonstrate the relative position of objects as follows:
  - a. place objects over, under, inside, outside, on, beside, between, above, below, on top of, upside-down, behind, in back of, in front of;
  - b. describe placement of objects with terms, such as on, inside, outside, above, below, over, under, beside, between, in front of, behind.

## Patterns, Functions and Algebra Standard

*Use Patterns, Relations and Functions*

1. Sort, classify and order objects by size, number and other properties. For example:
  - a. Identify how objects are alike and different.
  - b. Order three events or objects according to a given attribute, such as time or size.
  - c. Recognize and explain how objects can be classified in more than one way.
  - d. Identify what attribute was used to sort groups of objects that have already been sorted.
2. Identify, create, extend and copy sequences of sounds (such as musical notes), shapes (such as buttons, leaves or blocks), motions (such as hops or skips), and numbers from 1 to 10.

*Use Algebraic Representations*

3. Describe orally the pattern of a given sequence.
4. Model a problem situation using physical materials.

## Data Analysis and Probability Standard

*Data Collection*

1. Gather and sort data in response to questions posed by teacher and students; e.g., how many sisters and brothers, what color shoes.
2. Arrange objects in a floor or table graph according to attributes, such as use, size, color or shape.

*Statistical Methods*

3. Select the category or categories that have the most or fewest objects in a floor or table graph.

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## Number, Number Sense and Operations Standard

*Number and  
Number Systems*



1. Use ordinal numbers to order objects; e.g., first, second, third.
2. Recognize and generate equivalent forms for the same number using physical models, words and number expressions; e.g., concept of ten is described by "10 blocks," full tens frame, numeral 10,  $5 + 5$ ,  $15 - 5$ , one less than 11, my brother's age.
3. Read and write the numerals for numbers to 100.
4. Count forward to 100, count backwards from 100, and count or backward starting at any number between 1 and 100.
5. Use place value concepts to represent whole numbers using numerals, words, expanded notation and physical models with ones and tens. For example:
  - a. Develop a system to group and count by twos, fives and tens.
  - b. Identify patterns and groupings in a 100's chart and relate to place value concepts.
  - c. Recognize the first digit of a two-digit number as the most important to indicate size of a number and the nearness to 10 or 100.
6. Identify and state the value of a penny, nickel, dime, quarter and dollar.
7. Determine the value of a small collection of coins (with a total value up to one dollar) using 1 or 2 different type coins, including pennies, nickels, dimes and quarters.
8. Show different combinations of coins that have the same value.
9. Represent commonly used fractions using words and physical models for halves, thirds and fourths, recognizing fractions are represented by equal size parts of a whole and of a set of objects.

*Meaning of  
Operations*

10. Model, represent and explain addition as combining sets (part + part = whole) and counting on. For example:
  - a. Model and explain addition using physical materials in contextual situations.
  - b. Draw pictures to model addition.

- c. Write number sentences to represent addition.
  - d. Explain that adding two whole numbers yields a larger whole number.
11. Model, represent and explain subtraction as take-away and comparison. For example:
    - a. Model and explain subtraction using physical materials in contextual situations.
    - b. Draw pictures to model subtraction.
    - c. Write number sentences to represent subtraction.
    - d. Explain that subtraction of whole numbers yields an answer smaller than the original number.
  12. Use conventional symbols to represent the operations of addition and subtraction.
  13. Model and represent multiplication as repeated addition and rectangular arrays in contextual situations; e.g., four people will be at my party and if I want to give 3 balloons to each person, how many balloons will I need to buy?
  14. Model and represent division as sharing equally in contextual situations; e.g., sharing cookies.
  15. Demonstrate that equal means “the same as” using visual representations.
  16. Develop strategies for basic addition facts, such as:
    - a. counting all;
    - b. counting on;
    - c. one more, two more;
    - d. doubles;
    - e. doubles plus or minus one;
    - f. make ten;
    - g. using tens frames;
    - h. identity property (adding zero).

*Computation and  
Estimation*

17. Develop strategies for basic subtraction facts, such as:
  - a. relating to addition (for example, think of  $7 - 3 = ?$  as "3 plus ? equals 7");
  - b. one less, two less;
  - c. all but one (for example,  $8 - 7$ ,  $5 - 4$ );
  - d. using tens frames;
  - e. missing addends.

## Measurement Standard

### *Measurement Units*

1. Recognize and explain the need for fixed units and tools for measuring length and weight; e.g., rulers and balance scales.
2. Tell time to the hour and half hour on digital and analog (dial) timepieces.
3. Order a sequence of events with respect to time; e.g., summer, fall, winter and spring; morning, afternoon and night.

### *Use Measurement Techniques and Tools*

4. Estimate and measure weight using non-standard units; e.g., blocks of uniform size.
5. Estimate and measure lengths using non-standard and standard units; i.e., centimeters, inches and feet.

## Geometry and Spatial Sense Standard

### *Characteristics and Properties*

1. Identify, compare and sort two-dimensional shapes; i.e., square, circle, ellipse, triangle, rectangle, rhombus, trapezoid, parallelogram, pentagon and hexagon. For example:
  - a. Recognize and identify triangles and rhombuses independent of position, shape or size;
  - b. Describe two-dimensional shapes using attributes such as number of sides and number of vertices (corners or angles).
2. Create new shapes by combining or cutting apart existing shapes.
3. Identify the shapes of the faces of three-dimensional objects.

*Spatial Relationships*

4. Extend the use of location words to include distance (near, far, close to) and directional words (left, right).
5. Copy figures and draw simple two-dimensional shapes from memory.

### Patterns, Functions and Algebra Standard

*Use Patterns, Relations and Functions*

1. Sort, classify and order objects by two or more attributes, such as color and shape, and explain how objects were sorted.
2. Extend sequences of sounds, shapes or simple number patterns, and create and record similar patterns. For example:
  - a. Analyze and describe patterns with multiple attributes using numbers and shapes; e.g., AA, B, aa, b, AA, B, aa, b,...
  - b. Continue repeating and growing patterns with materials, pictures and geometric items; e.g., XO, XOO, XOOO, XOOOO.
3. Describe orally the basic unit or general plan of a repeating or growing pattern.

*Use Algebraic Representations*

4. Solve open sentences by representing an expression in more than one way using the commutative property; e.g.,  $4 + 5 = 5 + 4$  or the number of blue balls plus red balls is the same as the number of red balls plus blue balls ( $R + B = B + R$ ).
5. Describe orally and model a problem situation using words, objects or number phrase or sentence.

### Data Analysis and Probability Standard

*Data Collection*

1. Identify multiple categories for sorting data.
2. Collect and organize data into charts using tally marks.
3. Display data in picture graphs with units of 1 and bar graphs with intervals of 1.
4. Read and interpret charts, picture graphs and bar graphs as sources of information to identify main ideas, draw conclusions, and make predictions.
5. Construct a question that can be answered by using information from a graph.

*Statistical Methods*

6. Arrange five objects by an attribute, such as size or weight, and identify the ordinal position of each object.
7. Answer questions about the number of objects represented in a picture graph, bar graph or table graph; e.g., category with most, how many more in a category compared to another, how many altogether in two categories.

*Probability*

8. Describe the likelihood of simple events as possible/impossible and more likely/less likely; e.g., when using spinners or number cubes in classroom activities.

## Grade One

### Number, Number Sense and Operations Standard

#### *Number and Number Systems*

1. Use place value concepts to represent, compare and order whole numbers using physical models, numerals and words, with ones, tens and hundreds. For example:
  - a. Recognize 10 can mean "10 ones" or a single entity (1 ten) through physical models and trading games.
  - b. Read and write 3-digit numerals (e.g., 243 as two hundred forty three, 24 tens and 3 ones, or 2 hundreds and 43 ones, etc.) and construct models to represent each.
2. Recognize and classify numbers as even or odd.
3. Count money and make change using coins and a dollar bill.
4. Represent and write the value of money using the ¢ sign and in decimal form when using the \$ sign.
5. Represent fractions (halves, thirds, fourths, sixths and eighths), using words, numerals and physical models. For example:
  - a. Recognize that a fractional part can mean different amounts depending on the original quantity.
  - b. Recognize that a fractional part of a rectangle does not have to be shaded with contiguous parts.
  - c. Identify and illustrate parts of a whole and parts of sets of objects.
  - d. Compare and order physical models of halves, thirds and fourths in relation to 0 and 1.

#### *Meaning of Operations*

6. Model, represent and explain subtraction as comparison, take-away and part-to-whole; e.g., solve missing addend problems by counting up or subtracting, such as "I had six baseball cards, my sister gave me more, and I now have ten. How many did she give me?" can be represented as  $6 + ? = 10$  or  $10 - 6 = ?$ .



*Computation and Estimation*

7. Model, represent and explain multiplication as repeated addition, rectangular arrays and skip counting.
8. Model, represent and explain division as sharing equally and repeated subtraction.
9. Model and use the commutative property for addition.
10. Demonstrate fluency in addition facts with addends through 9 and corresponding subtractions; e.g.,  $9 + 9 = 18$ ,  $18 - 9 = 9$ .
11. Add and subtract multiples of 10.
12. Demonstrate multiple strategies for adding and subtracting 2- or 3-digit whole numbers, such as:
  - a. compatible numbers;
  - b. compensatory numbers;
  - c. informal use of commutative and associative properties of addition.
13. Estimate the results of whole number addition and subtraction problems using front-end estimation, and judge the reasonableness of the answers.

## Measurement Standard

*Measurement Units*

1. Identify and select appropriate units of measure for:
  - a. length – centimeters, meters, inches, feet or yards;
  - b. volume (capacity) – liters, cups, pints or quarts;
  - c. weight – grams, ounces or pounds;
  - d. time – hours, half-hours, quarter-hours or minutes and time designations, a.m. or p.m.
2. Establish personal or common referents for units of measure to make estimates and comparisons; e.g., the width of a finger is a centimeter, a large bottle of soda pop is 2 liters, a small paper clip weighs about one gram.

*Use Measurement  
Techniques and  
Tools*

3. Describe and compare the relationships among units of measure, such as centimeters and meters; inches, feet and yards; cups, pints and quarts; ounces and pounds; and hours, half-hours, and quarter-hours; e.g., how many inches in a foot?
4. Tell time to the nearest minute interval on digital and to the nearest 5 minute interval on analog (dial) timepieces.
5. Estimate and measure the length and weight of common objects, using metric and U.S. customary units, accurate to the nearest unit.
6. Select and use appropriate measurement tools; e.g., a ruler to draw a segment 3 inches long, a measuring cup to place 2 cups of rice in a bowl, a scale to weigh 50 grams of candy.
7. Make and test predictions about measurements, using different units to measure the same length or volume.

## Geometry and Spatial Sense Standard

*Characteristics and  
Properties*

1. Identify, describe, compare and sort three-dimensional objects (i.e., cubes, spheres, prisms, cones, cylinders and pyramids) according to the shape of the faces or the number of faces, edges or vertices.
2. Predict what new shapes will be formed by combining or cutting apart existing shapes.
3. Recognize two-dimensional shapes and three-dimensional objects from different positions.

*Spatial Relationships*

4. Identify and determine whether two-dimensional shapes are congruent (same shape and size) or similar (same shape different size) by copying or using superposition (lay one thing on top of another).

*Transformations and  
Symmetry*

5. Create and identify two-dimensional figures with line symmetry; e.g., what letter shapes, logos, polygons are symmetrical?

## Patterns, Functions and Algebra Standard

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|--|--|
| <i>Use Patterns, Relations and Functions</i> | <ol style="list-style-type: none"><li>1. Extend simple number patterns (both repeating and growing patterns), and create similar patterns using different objects, such as using physical materials or shapes to represent numerical patterns.</li><li>2. Use patterns to make generalizations and predictions; e.g., determine a missing element in a pattern.</li><li>3. Create new patterns with consistent rules or plans, and describe the rule or general plan of existing patterns.</li></ol>   |
| <i>Use Algebraic Representations</i>         | <ol style="list-style-type: none"><li>4. Use objects, pictures, numbers and other symbols to represent a problem situation.</li><li>5. Understand equivalence and extend the concept to situations involving symbols; e.g., <math>4 + 5 = 9</math> and <math>9 = 4 + 5</math>, and <math>4 + 5 = 3 + 6 = \triangle + \square \dots</math></li><li>6. Use symbols to represent unknown quantities and identify values for symbols in an expression or equation using addition and subtraction; e.g., <math>\square + \circ = 10</math>, <math>\triangle - 2 = 4</math>.</li></ol> |
| <i>Analyze Change</i>                        | <ol style="list-style-type: none"><li>7. Describe qualitative and quantitative changes, especially those involving addition and subtraction; e.g., a student growing taller versus a student growing two inches in one year.</li></ol>   |

## Data Analysis and Probability Standard

- |                            |   |
|----------------------------|---|
| <i>Data Collection</i>     | <ol style="list-style-type: none"><li>1. Pose questions, use observations, interviews and surveys to collect data, and organize data in charts, picture graphs and bar graphs.</li><li>2. Read, interpret and make comparisons and predictions from data represented in charts, line plots, picture graphs and bar graphs.</li><li>3. Read and construct simple timelines to sequence events.</li></ol>           |
| <i>Statistical Methods</i> | <ol style="list-style-type: none"><li>4. Write a few sentences to describe and compare categories of data represented in a chart or graph, and make statements about the data as a whole.</li><li>5. Identify untrue or inappropriate statements about a given set of data.</li><li>6. Recognize that data may vary from one population to another; e.g., favorite TV shows of students and of parents.</li></ol> |
| <i>Probability</i>         | <ol style="list-style-type: none"><li>7. List some of the possible outcomes of a simple experiment, and predict whether given outcomes are more, less or equally likely to occur.</li><li>8. Use physical models and pictures to represent possible arrangements of 2 or 3 objects.</li></ol>   |

## Grade Two

### Number, Number Sense and Operations Standard

#### *Number and Number Systems*

1. Identify and generate equivalent forms of whole numbers; e.g., 36,  $30 + 6$ ,  $9 \times 4$ ,  $46 - 10$ , number of inches in a yard.
2. Use place value concepts to represent whole numbers and decimals using numerals, words, expanded notation and physical models. For example:
  - a. Recognize 100 means "10 tens" as well as a single entity (1 hundred) through physical models and trading games.
  - b. Describe the multiplicative nature of the number system; e.g., the structure of 3205 as  $3 \times 1000$  plus  $2 \times 100$  plus  $5 \times 1$ .
  - c. Model the size of 1000 in multiple ways; e.g., packaging 1000 objects into 10 boxes of 100, modeling a meter with centimeter and decimeter strips, or gathering 1000 pop-can tabs.
  - d. Explain the concept of tenths and hundredths using physical models, such as metric pieces, base ten blocks, decimal squares or money.
3. Use mathematical language and symbols to compare and order; e.g., less than, greater than, at most, at least,  $<$ ,  $>$ ,  $=$ ,  $\leq$ ,  $\geq$ .
4. Count money and make change using coins and paper bills to ten dollars.
5. Represent fractions and mixed numbers using words, numerals and physical models.
6. Compare and order commonly used fractions and mixed numbers using number lines, models (such as fraction circles or bars), points of reference (such as more or less than  $\frac{1}{2}$ ), and equivalent forms using physical or visual models.
7. Recognize and use decimal and fraction concepts and notations as related ways of representing parts of a whole or a set; e.g., 3 of 10 marbles are red can also be described as  $\frac{3}{10}$  and 3 tenths are red.

*Meaning of  
Operations*

8. Model, represent and explain multiplication; e.g., repeated addition, skip counting, rectangular arrays and area model. For example:
  - a. Use conventional mathematical symbols to write equations for word problems involving multiplication.
  - b. Understand that, unlike addition and subtraction, the factors in multiplication and division may have different units; e.g., 3 boxes of 5 cookies each.
9. Model, represent and explain division; e.g., sharing equally, repeated subtraction, rectangular arrays and area model. For example:
  - a. Translate contextual situations involving division into conventional mathematical symbols.
  - b. Explain how a remainder may impact an answer in a real-world situation; e.g., 14 cookies being shared by 4 children.
10. Explain and use relationships between operations, such as:
  - a. relate addition and subtraction as inverse operations;
  - b. relate multiplication and division as inverse operations;
  - c. relate addition to multiplication (repeated addition);
  - d. relate subtraction to division (repeated subtraction).
11. Model and use the commutative and associative properties for addition and multiplication.

*Computation and  
Estimation*

12. Add and subtract whole numbers with and without regrouping.
13. Demonstrate fluency in multiplication facts through 10 and corresponding division facts.
14. Multiply and divide 2- and 3-digit numbers by a single-digit number, without remainders for division.
15. Evaluate the reasonableness of computations based upon operations and the numbers involved; e.g., considering relative size, place value and estimates.

## Measurement Standard

### *Measurement Units*

1. Identify and select appropriate units for measuring:
  - a. length – miles, kilometers and other units of measure as appropriate;
  - b. volume (capacity) – gallons;
  - c. weight – ounces, pounds, grams, or kilograms;
  - d. temperature – degrees (Fahrenheit or Celsius).
2. Establish personal or common referents to include additional units; e.g., a gallon container of milk; a postage stamp is about a square inch.
3. Tell time to the nearest minute and find elapsed time using a calendar or a clock.
4. Read thermometers in both Fahrenheit and Celsius scales.

### *Use Measurement Techniques and Tools*

5. Estimate and measure length, weight and volume (capacity), using metric and U.S. customary units, accurate to the nearest  $\frac{1}{2}$  or  $\frac{1}{4}$  unit as appropriate.
6. Use appropriate measurement tools and techniques to construct a figure or approximate an amount of specified length, weight or volume (capacity); e.g., construct a rectangle with length  $2\frac{1}{2}$  inches and width 3 inches, fill a measuring cup to the  $\frac{3}{4}$  cup mark.
7. Make estimates for perimeter, area and volume using links, tiles, cubes and other models.

## Geometry and Spatial Sense Standard

### *Characteristics and Properties*

1. Analyze and describe properties of two-dimensional shapes and three-dimensional objects using terms such as vertex, edge, angle, side and face.

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|---|---|
|   | 2. Identify and describe the relative size of angles with respect to right angles as follows: <ol style="list-style-type: none"> <li>Use physical models, like straws, to make different sized angles by opening and closing the sides, not by changing the side lengths.</li> <li>Identify, classify and draw right, acute, obtuse and straight angles.</li> </ol> |
| <i>Spatial Relationships</i>              | 3. Find and name locations on a labeled grid or coordinate system; e.g., a map or graph.  |
| <i>Transformations and Symmetry</i>       | 4. Draw lines of symmetry to verify symmetrical two-dimensional shapes.   |
| <i>Visualization and Geometric Models</i> | 5. Build a three-dimensional model of an object composed of cubes; e.g., construct a model based on an illustration or actual object.   |

### Patterns, Functions and Algebra Standard

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|--|--|
| <i>Use Patterns, Relations and Functions</i> | 1. Extend multiplicative and growing patterns, and describe the pattern or rule in words.  |
|  | 2. Analyze and replicate arithmetic sequences with and without a calculator.   |
|  | 3. Use patterns to make predictions, identify relationships, and solve problems.   |
| <i>Use Algebraic Representations</i>         | 4. Model problem situations using objects, pictures, tables, numbers, letters and other symbols.   |
|  | 5. Write, solve and explain simple mathematical statements, such as $7 + \square > 8$ or $\triangle + 8 = 10$ .  |
|  | 6. Express mathematical relationships as equations and inequalities.   |
| <i>Analyze Change</i>                        | 7. Create tables to record, organize and analyze data to discover patterns and rules.  |
|  | 8. Identify and describe quantitative changes, especially those involving addition and subtraction; e.g., the height of water in a glass becoming 1 centimeter lower each week due to evaporation. |

## Data Analysis and Probability Standard

- Data Collection*
  1. Collect and organize data from an experiment, such as recording and classifying observations or measurements, in response to a question posed.
  2. Draw and interpret picture graphs in which a symbol or picture represents more than one object.
  3. Read, interpret and construct bar graphs with intervals greater than one.
  4. Support a conclusion or prediction orally and in writing, using information in a table or graph.
  5. Match a set of data with a graphical representation of the data.
  6. Translate information freely among charts, tables, line plots, picture graphs and bar graphs; e.g., create a bar graph from the information in a chart.
  7. Analyze and interpret information represented on a timeline.
- Statistical Methods*
  8. Identify the mode of a data set and describe the information it gives about a data set.
- Probability*
  9. Conduct a simple experiment or simulation of a simple event, record the results in a chart, table or graph, and use the results to draw conclusions about the likelihood of possible outcomes.
  10. Use physical models, pictures, diagrams and lists to solve problems involving possible arrangements or combinations of two to four objects.



## Grade Three

### Number, Number Sense and Operations Standard

#### *Number and Number Systems*

1. Identify and generate equivalent forms of fractions and decimals.  
For example:
  - a. Connect physical, verbal and symbolic representations of fractions, decimals and whole numbers; e.g.,  $\frac{1}{2}$ ,  $\frac{5}{10}$ , "five tenths," 0.5, shaded rectangles with half, and five tenths.
  - b. Understand and explain that ten tenths is the same as one whole in both fraction and decimal form.
2. Use place value structure of the base-ten number system to read, write, represent and compare whole numbers through millions and decimals through thousandths.
3. Round whole numbers to a given place value.
4. Identify and represent factors and multiples of whole numbers through 100, and classify numbers as prime or composite.
5. Use models and points of reference to compare commonly used fractions.

#### *Meaning of Operations*

6. Use associative and distributive properties to simplify and perform computations; e.g., use left to right multiplication and the distributive property to find an exact answer without paper and pencil, such as  $5 \times 47 = 5 \times 40 + 5 \times 7 = 200 + 35 = 235$ .
7. Recognize that division may be used to solve different types of problem situations and interpret the meaning of remainders; e.g., situations involving measurement, money.

#### *Computation and Estimation*

8. Solve problems involving counting money and making change, using both coins and paper bills.
9. Estimate the results of computations involving whole numbers, fractions and decimals, using a variety of strategies.
10. Use physical models, visual representations, and paper and pencil to add and subtract decimals and commonly used fractions with like denominators.

11. Develop and explain strategies for performing computations mentally.
12. Analyze and solve multi-step problems involving addition, subtraction, multiplication and division using an organized approach, and verify and interpret results with respect to the original problem.
13. Use a variety of methods and appropriate tools for computing with whole numbers; e.g., mental math, paper and pencil, and calculator.
14. Demonstrate fluency in adding and subtracting whole numbers and in multiplying and dividing whole numbers by 1- and 2-digit numbers and multiples of ten.

## Measurement Standard

### *Measurement Units*

1. Relate the number of units to the size of the units used to measure an object; e.g., compare the number of cups to fill a pitcher to the number of quarts to fill the same pitcher.
2. Demonstrate and describe perimeter as surrounding and area as covering a two-dimensional shape, and volume as filling a three-dimensional object.
3. Identify and select appropriate units to measure:
  - a. perimeter – string or links (inches or centimeters).
  - b. area – tiles (square inches or square centimeters).
  - c. volume – cubes (cubic inches or cubic centimeters).

### *Use Measurement Techniques and Tools*

4. Develop and use strategies to find perimeter using string or links, area using tiles or a grid, and volume using cubes; e.g., count squares to find area of regular or irregular shapes on a grid, layer cubes in a box to find its volume.
5. Make simple unit conversions within a measurement system; e.g., inches to feet, kilograms to grams, quarts to gallons.
6. Write, solve and verify solutions to multi-step problems involving measurement.

## Geometry and Spatial Sense Standard

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|---|---|
| <i>Characteristics and Properties</i>     | <ol style="list-style-type: none"><li>1. Identify, describe and model intersecting, parallel and perpendicular lines and line segments; e.g., use straws or other material to model lines.</li><li>2. Describe, classify, compare and model two- and three-dimensional objects using their attributes.</li><li>3. Identify similarities and differences of quadrilaterals; e.g., squares, rectangles, parallelograms and trapezoids.</li><li>4. Identify and define triangles based on angle measures (equiangular, right, acute and obtuse triangles) and side lengths (isosceles, equilateral and scalene triangles).</li></ol> |
| <i>Spatial Relationships</i>              | <ol style="list-style-type: none"><li>5. Describe points, lines and planes, and identify models in the environment.</li><li>6. Specify locations and plot ordered pairs on a coordinate plane, using first quadrant points.</li></ol>   |
| <i>Transformations and Symmetry</i>       | <ol style="list-style-type: none"><li>7. Identify, describe and use reflections (flips), rotations (turns), and translations (slides) in solving geometric problems; e.g., use transformations to determine if 2 shapes are congruent.</li></ol>  |
| <i>Visualization and Geometric Models</i> | <ol style="list-style-type: none"><li>8. Use geometric models to solve problems in other areas of mathematics, such as number (multiplication/division) and measurement (area, perimeter, border).</li></ol>  |

## Patterns, Functions and Algebra Standard

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|--|---|
| <i>Use Patterns, Relations and Functions</i> | <ol style="list-style-type: none"><li>1. Use models and words to describe, extend and make generalizations of patterns and relationships occurring in computation, numerical patterns, geometry, graphs and other applications.</li><li>2. Represent and analyze patterns and functions using words, tables and graphs.</li></ol> |
| <i>Use Algebraic Representation</i>          | <ol style="list-style-type: none"><li>3. Construct a table of values to solve problems associated with a mathematical relationship.</li><li>4. Use rules and variables to describe patterns and other relationships.</li></ol>  |

- Analyze Change*
5. Represent mathematical relationships with equations or inequalities.
  6. Describe how a change in one variable affects the value of a related variable; e.g., as one increases the other increases or as one increases the other decreases.

## Data Analysis and Probability Standard

- Data Collection*
1. Create a plan for collecting data for a specific purpose.
  2. Represent and interpret data using tables, bar graphs, line plots and line graphs.
  3. Interpret and construct Venn diagrams to sort and describe data.
  4. Compare different representations of the same data to evaluate how well each representation shows important aspects of the data, and identify appropriate ways to display the data.
  5. Propose and explain interpretations and predictions based on data displayed in tables, charts and graphs.
- Statistical Methods*
6. Describe the characteristics of a set of data based on a graphical representation, such as range of the data, clumps of data, and holes in the data.
  7. Identify the median of a set of data and describe what it indicates about the data.
  8. Use range, median and mode to make comparisons among related sets of data.
- Probability*
9. Conduct simple probability experiments and draw conclusions from the results; e.g., rolling number cubes or drawing marbles from a bag.
  10. Represent the likelihood of possible outcomes for chance situations; e.g., probability of selecting a red marble from a bag containing 3 red and 5 white marbles.
  11. Relate the concepts of impossible and certain-to-happen events to the numerical values of 0 (impossible) and 1 (certain).
  12. Place events in order of likelihood and use a diagram or appropriate language to compare the chance of each event occurring; e.g., impossible, unlikely, equal, likely, certain.
  13. List and count all possible combinations using one member from each of several sets, each containing 2 or 3 members; e.g., the number of possible outfits from 3 shirts, 2 shorts and 2 pairs of shoes.

## Grade Four

### Number, Number Sense and Operations Standard

#### *Number and Number Systems*

1. Use models and visual representation to develop the concept of ratio as part-to-part and part-to-whole, and the concept of percent as part-to-whole.
2. Use various forms of "one" to demonstrate the equivalence of fractions; e.g.,  $\frac{18}{24} = \frac{9}{12} \times \frac{2}{2} = \frac{3}{4} \times \frac{6}{6}$ .
3. Identify and generate equivalent forms of fractions, decimals and percents.
4. Round decimals to a given place value and round fractions (including mixed numbers) to the nearest half.
5. Recognize and identify perfect squares and their roots.

#### *Meaning of Operations*

6. Represent and compare numbers less than 0 by extending the number line and using familiar applications; e.g., temperature, owing money.
7. Use commutative, associative, distributive, identity and inverse properties to simplify and perform computations.
8. Identify and use relationships between operations to solve problems.
9. Use order of operations, including use of parentheses, to simplify numerical expressions.
10. Justify why fractions need common denominators to be added or subtracted.
11. Explain how place value is related to addition and subtraction of decimals; e.g.,  $0.2 + 0.14$ ; the two tenths is added to the one tenth because they are both tenths.

#### *Computation and Estimation*

12. Use physical models, points of reference, and equivalent forms to add and subtract commonly used fractions with like and unlike denominators and decimals.
13. Estimate the results of computations involving whole numbers, fractions and decimals, using a variety of strategies.

## Measurement Standard

- Measurement Units*
1. Identify and select appropriate units to measure angles; i.e., degrees.
  2. Identify paths between points on a grid or coordinate plane and compare the lengths of the paths; e.g., shortest path, paths of equal length.
  3. Demonstrate and describe the differences between covering the faces (surface area) and filling the interior (volume) of three-dimensional objects.
  4. Demonstrate understanding of the differences among linear units, square units and cubic units.
- Use Measurement Techniques and Tools*
5. Make conversions within the same measurement system while performing computations.
  6. Use strategies to develop formulas for determining perimeter and area of triangles, rectangles and parallelograms, and volume of rectangular prisms.
  7. Use benchmark angles (e.g.;  $45^\circ$ ,  $90^\circ$ ,  $120^\circ$ ) to estimate the measure of angles, and use a tool to measure and draw angles.

## Geometry and Spatial Sense Standard

- Characteristics and Properties*
1. Draw circles, and identify and determine relationships among the radius, diameter, center and circumference; e.g., radius is half the diameter, the ratio of the circumference of a circle to its diameter is an approximation of  $\pi$ .
  2. Use standard language to describe line, segment, ray, angle, skew, parallel and perpendicular.
  3. Label vertex, rays, interior and exterior for an angle.
  4. Describe and use properties of congruent figures to solve problems.
  5. Use physical models to determine the sum of the interior angles of triangles and quadrilaterals.
- Spatial Relationships*
6. Extend understanding of coordinate system to include points whose  $x$  or  $y$  values may be negative numbers.

*Visualization and Geometric Models*

7. Understand that the measure of an angle is determined by the degree of rotation of an angle side rather than the length of either side.
8. Predict what three-dimensional object will result from folding a two-dimensional net, then confirm the prediction by folding the net.

### Patterns, Functions and Algebra Standard

*Use Patterns, Relations and Functions*

1. Justify a general rule for a pattern or a function by using physical materials, visual representations, words, tables or graphs.
2. Use calculators or computers to develop patterns, and generalize them using tables and graphs.
3. Use variables as unknown quantities in general rules when describing patterns and other relationships.
4. Create and interpret the meaning of equations and inequalities representing problem situations.
5. Model problems with physical materials and visual representations, and use models, graphs and tables to draw conclusions and make predictions.

*Use Algebraic Representation*

*Analyze Change*

6. Describe how the quantitative change in a variable affects the value of a related variable; e.g., describe how the rate of growth varies over time, based upon data in a table or graph.

### Data Analysis and Probability Standard

*Data Collection*

1. Read, construct and interpret frequency tables, circle graphs and line graphs.
2. Select and use a graph that is appropriate for the type of data to be displayed; e.g., numerical vs. categorical data, discrete vs. continuous data.
3. Read and interpret increasingly complex displays of data, such as double bar graphs.
4. Determine appropriate data to be collected to answer questions posed by students or teacher, collect and display data, and clearly communicate findings.
5. Modify initial conclusions, propose and justify new interpretations and predictions as additional data are collected.

*Statistical Methods*

6. Determine and use the range, mean, median and mode, and explain what each does and does not indicate about the set of data.

*Probability*

7. List and explain all possible outcomes in a given situation.
8. Identify the probability of events within a simple experiment, such as three chances out of eight.
9. Use 0, 1 and ratios between 0 and 1 to represent the probability of outcomes for an event, and associate the ratio with the likelihood of the outcome.
10. Compare what should happen (theoretical/expected results) with what did happen (experimental/actual results) in a simple experiment.
11. Make predictions based on experimental and theoretical probabilities.

## Number, Number Sense and Operations Standard

*Number and  
Number Systems*

1. Decompose and recompose whole numbers using factors and exponents (e.g.,  $32 = 2 \times 2 \times 2 \times 2 \times 2 = 2^5$ ), and explain why “squared” means “second power” and “cubed” means “third power.”
2. Find and use the prime factorization of composite numbers. For example:
  - a. Use the prime factorization to recognize the greatest common factor (GCF).
  - b. Use the prime factorization to recognize the least common multiple (LCM).
  - c. Apply the prime factorization to solve problems and explain solutions.
3. Explain why a number is referred to as being “rational,” and recognize that the expression  $\frac{a}{b}$  can mean  $a$  parts of size  $\frac{1}{b}$  each,  $a$  divided by  $b$ , or the ratio of  $a$  to  $b$ .
4. Describe what it means to find a specific percent of a number, using real-life examples.
5. Use models and pictures to relate concepts of ratio, proportion and percent, including percents less than 1 and greater than 100.

*Meaning of  
Operations.*

6. Use the order of operations, including the use of exponents, decimals and rational numbers, to simplify numerical expressions.
7. Use simple expressions involving integers to represent and solve problems; e.g., if a running back loses 15 yards on the first carry but gains 8 yards on the second carry, what is the net gain/loss?
8. Represent multiplication and division situations involving fractions and decimals with models and visual representations; e.g., show with pattern blocks what it means to take  $2\frac{2}{3} \div \frac{1}{6}$ .
9. Give examples of how ratios are used to represent comparisons; e.g., part-to-part, part-to-whole, whole-to-part.



*Computation and Estimation*

10. Recognize that a quotient may be larger than the dividend when the divisor is a fraction; e.g.,  $6 \div \frac{1}{2} = 12$ .
11. Perform fraction and decimal computations and justify their solutions; e.g., using manipulatives, diagrams, mathematical reasoning.
12. Develop and analyze algorithms for computing with fractions and decimals, and demonstrate fluency in their use.
13. Estimate reasonable solutions to problem situations involving fractions and decimals; e.g.,  $\frac{7}{8} + \frac{12}{13} \approx 2$  and  $4.23 \times 5.8 \approx 25$ .
14. Use proportional reasoning, ratios and percents to represent problem situations and determine the reasonableness of solutions.
15. Determine the percent of a number and solve related problems; e.g., find the percent markdown if the original price was \$140, and the sale price is \$100.

## Measurement Standard

*Measurement Units*

1. Understand and describe the difference between surface area and volume.

*Use Measurement Techniques and Tools*

2. Use strategies to develop formulas for finding circumference and area of circles, and to determine the area of sectors; e.g.,  $\frac{1}{2}$  circle,  $\frac{2}{3}$  circle,  $\frac{1}{3}$  circle,  $\frac{1}{4}$  circle.
3. Estimate perimeter or circumference and area for circles, triangles and quadrilaterals, and surface area and volume for prisms and cylinders by:
  - a. estimating lengths using string or links, areas using tiles or grid, and volumes using cubes;
  - b. measuring attributes (diameter, side lengths, or heights) and using established formulas for circles, triangles, rectangles, parallelograms and rectangular prisms.

4. Determine which measure (perimeter, area, surface area, volume) matches the context for a problem situation; e.g., perimeter is the context for fencing a garden, surface area is the context for painting a room.
5. Understand the difference between perimeter and area, and demonstrate that two shapes may have the same perimeter, but different areas or may have the same area, but different perimeters.
6. Describe what happens to the perimeter and area of a two-dimensional shape when the measurements of the shape are changed; e.g. length of sides are doubled.

## Geometry and Spatial Sense Standard

- |   |   |
|---|---|
| <i>Characteristics and Properties</i>     | <ol style="list-style-type: none"> <li>1. Classify and describe two-dimensional and three-dimensional geometric figures and objects by using their properties; e.g., interior angle measures, perpendicular/parallel sides, congruent angles/sides.</li> <li>2. Use standard language to define geometric vocabulary: vertex, face, altitude, diagonal, isosceles, equilateral, acute, obtuse and other vocabulary as appropriate.</li> <li>3. Use multiple classification criteria to classify triangles; e.g., right scalene triangle.</li> <li>4. Identify and define relationships between planes; i.e., parallel, perpendicular and intersecting.</li> </ol> |
| <i>Spatial Relationships</i>              | <ol style="list-style-type: none"> <li>5. Predict and describe sizes, positions and orientations of two-dimensional shapes after transformations such as reflections, rotations, translations and dilations.</li> </ol>   |
| <i>Transformations and Symmetry</i>       | <ol style="list-style-type: none"> <li>6. Draw similar figures that model proportional relationships; e.g., model similar figures with a 1 to 2 relationship by sketching two of the same figure, one with corresponding sides twice the length of the other.</li> </ol>  |
| <i>Visualization and Geometric Models</i> | <ol style="list-style-type: none"> <li>7. Build three-dimensional objects with cubes, and sketch the two-dimensional representations of each side; i.e., projection sets.</li> </ol>  |

## Patterns, Functions and Algebra Standard

*Use Patterns,  
Relations  
and Functions*

1. Represent and analyze patterns, rules and functions, using physical materials, tables and graphs.
2. Use words and symbols to describe numerical and geometric patterns, rules and functions.

*Use Algebraic  
Representations*

3. Recognize and generate equivalent forms of algebraic expressions, and explain how the commutative, associative and distributive properties can be used to generate equivalent forms; e.g., perimeter as  $2(l + w)$  or  $2l + 2w$ .
4. Solve simple linear equations and inequalities using physical models, paper and pencil, tables and graphs.
5. Produce and interpret graphs that represent the relationship between two variables.
6. Evaluate simple expressions by replacing variables with given values, and use formulas in problem-solving situations.

*Analyze Change*

7. Identify and describe situations with constant or varying rates of change, and compare them.
8. Use technology to analyze change; e.g., use computer applications or graphing calculators to display and interpret rate of change.

## Data Analysis and Probability Standard

*Data Collection*

1. Read, construct and interpret line graphs, circle graphs and histograms.
2. Select, create and use graphical representations that are appropriate for the type of data collected.
3. Compare representations of the same data in different types of graphs, such as a bar graph and circle graph.

*Statistical Methods*

4. Understand the different information provided by measures of center (mean, mode and median) and measures of spread (range).
5. Describe the frequency distribution of a set of data, as shown in a histogram or frequency table, by general appearance or shape; e.g., number of modes, middle of data, level of symmetry, outliers.
6. Make logical inferences from statistical data.

*Probability*

7. Design an experiment to test a theoretical probability and explain how the results may vary.

## Grade Six

### Number, Number Sense and Operations Standard

- |                                       |  |
|---------------------------------------|--|
| <i>Number and<br/>Number Systems</i>  | <ol style="list-style-type: none"><li>1. Demonstrate an understanding of place value using powers of 10 and write large numbers in scientific notation.</li><li>2. Explain the meaning of exponents that are negative or 0.</li><li>3. Describe differences between rational and irrational numbers; e.g., use technology to show that some numbers (rational) can be expressed as terminating or repeating decimals and others (irrational) as non-terminating and non-repeating decimals.</li></ol>  |
| <i>Meaning of<br/>Operations</i>      | <ol style="list-style-type: none"><li>4. Use order of operations and properties to simplify numerical expressions involving integers, fractions and decimals.</li><li>5. Explain the meaning and effect of adding, subtracting, multiplying and dividing integers; e.g., how adding two integers can result in a lesser value.</li></ol>   |
| <i>Computation and<br/>Estimation</i> | <ol style="list-style-type: none"><li>6. Simplify numerical expressions involving integers and use integers to solve real-life problems.</li><li>7. Solve problems using the appropriate form of a rational number (fraction, decimal or percent).</li><li>8. Develop and analyze algorithms for computing with percents and integers, and demonstrate fluency in their use.</li><li>9. Represent and solve problem situations that can be modeled by and solved using concepts of absolute value, exponents and square roots (for perfect squares).</li></ol> |

### Measurement Standard

- |                          |   |
|--------------------------|---|
| <i>Measurement Units</i> | <ol style="list-style-type: none"><li>1. Select appropriate units for measuring derived measurements; e.g., miles per hour, revolutions per minute.</li><li>2. Convert units of area and volume within the same measurement system using proportional reasoning and a reference table when appropriate; e.g., square feet to square yards, cubic meters to cubic centimeters.</li></ol> |
|--------------------------|---|

*Use Measurement  
Techniques and  
Tools*

3. Estimate a measurement to a greater degree of precision than the tool provides.
4. Solve problems involving proportional relationships and scale factors; e.g., scale models that require unit conversions within the same measurement system.
5. Analyze problem situations involving measurement concepts, select appropriate strategies, and use an organized approach to solve narrative and increasingly complex problems.
6. Use strategies to develop formulas for finding area of trapezoids and volume of cylinders and prisms.
7. Develop strategies to find the area of composite shapes using the areas of triangles, parallelograms, circles and sectors.
8. Understand the difference between surface area and volume and demonstrate that two objects may have the same surface area, but different volumes or may have the same volume, but different surface areas.
9. Describe what happens to the surface area and volume of a three-dimensional object when the measurements of the object are changed; e.g., length of sides are doubled.

### **Geometry and Spatial Sense Standard**

*Characteristics and  
Properties*

1. Use proportional reasoning to describe and express relationships between parts and attributes of similar and congruent figures.
2. Determine sufficient (not necessarily minimal) properties that define a specific two-dimensional figure or three-dimensional object. For example:
  - a. Determine when one set of figures is a subset of another; e.g., all squares are rectangles.
  - b. Develop a set of properties that eliminates all but the desired figure; e.g., only squares are quadrilaterals with all sides congruent and all angles congruent.

- |   |  |
|---|--|
|   | 3. Use and demonstrate understanding of the properties of triangles.<br>For example:   |
|   | a. Use Pythagorean Theorem to solve problems involving right triangles.  |
|   | b. Use triangle angle sum relationships to solve problems.   |
|   | 4. Determine necessary conditions for congruence of triangles.   |
|   | 5. Apply properties of congruent or similar triangles to solve problems involving missing lengths and angle measures.                                      |
| <i>Spatial Relationships</i>              | 6. Determine and use scale factors for similar figures to solve problems using proportional reasoning.   |
| <i>Transformations and Symmetry</i>       | 7. Identify the line and rotation symmetries of two-dimensional figures to solve problems.   |
|   | 8. Perform translations, reflections, rotations and dilations of two-dimensional figures using a variety of methods (paper folding, tracing, graph paper). |
| <i>Visualization and Geometric Models</i> | 9. Draw representations of three-dimensional geometric objects from different views.   |

### Patterns, Functions and Algebra Standard

*Use Patterns, Relations and Functions*

1. Represent and analyze patterns, rules and functions with words, tables, graphs and simple variable expressions.
2. Generalize patterns by describing in words how to find the next term.
3. Recognize and explain when numerical patterns are linear or nonlinear progressions; e.g., 1, 3, 5, 7... is linear and 1, 3, 4, 8, 16... is nonlinear.

*Use Algebraic Representations*

4. Create visual representations of equation-solving processes that model the use of inverse operations.
5. Represent linear equations by plotting points in the coordinate plane.
6. Represent inequalities on a number line or a coordinate plane.

7. Justify that two forms of an algebraic expression are equivalent, and recognize when an expression is simplified; e.g.,  $4m = m + m + m + m$  or  $a \cdot 5 + 4 = 5a + 4$ .
  8. Use formulas in problem-solving situations.
  9. Recognize a variety of uses for variables; e.g., placeholder for an unknown quantity in an equation, generalization for a pattern, formula.
- Analyze Change*
10. Analyze linear and simple nonlinear relationships to explain how a change in one variable results in the change of another.
  11. Use graphing calculators or computers to analyze change; e.g., distance-time relationships.

## Data Analysis and Probability Standard

- Data Collection*
1. Read, create and interpret box-and-whisker plots, stem-and-leaf plots, and other types of graphs, when appropriate.
  2. Analyze how decisions about graphing affect the graphical representation; e.g., scale, size of classes in a histogram, number of categories in a circle graph.
- Statistical Methods*
3. Analyze a set of data by using and comparing combinations of measures of center (mean, mode, median) and measures of spread (range, quartile, interquartile range), and describe how the inclusion or exclusion of outliers affects those measures.
  4. Construct opposing arguments based on analysis of the same data, using different graphical representations.
  5. Compare data from two or more samples to determine how sample selection can influence results.
  6. Identify misuses of statistical data in articles, advertisements, and other media.
- Probability*
7. Compute probabilities of compound events; e.g., multiple coin tosses or multiple rolls of number cubes, using such methods as organized lists, tree diagrams and area models.
  8. Make predictions based on theoretical probabilities, design and conduct an experiment to test the predictions, compare actual results to predicted results, and explain differences.

# Academic Content Standards

## English Language Arts

### Kindergarten

1. Identify and distinguish between letters, words and sentences.
2. Identify and say the beginning and ending sounds in words.
3. Demonstrate an understanding of letter-sound correspondence by saying the sounds from all letters and from a variety of letter patterns, such as consonant blends and long- and short-vowel patterns, and by matching sounds to the corresponding letters.
4. Decode by using letter-sound matches.
5. Use knowledge of common word families (e.g., -ite or -ate) to sound out unfamiliar words.
6. Blend two to four phonemes (sounds) into words.
7. Add, delete or change sounds in a given word to create new or rhyming words.
8. Demonstrate a growing stock of sight words.
9. Read text using fluid and automatic decoding skills, including knowledge of patterns, onsets and rimes.
10. Read aloud with changes in emphasis, voice, timing and expression that show a recognition of punctuation and an understanding of meaning.

### Grade One

1. Identify rhyming words with the same or different spelling patterns.
2. Read regularly spelled multi-syllable words by sight.
3. Blend phonemes (sounds) of letters and syllables to read unknown words with one or more syllables.
4. Use knowledge of common word families (e.g., -ite or -ate) to sound out unfamiliar words.
5. Segment letter, letter blends and syllable sounds in words.



7. Identify words as having either short- or long-vowel sounds.
8. Demonstrate a growing stock of sight words.
9. Read text using fluid and automatic decoding skills.
10. Read passages fluently with appropriate changes in voice, timing and expression.

## Grade Two

1. Identify rhyming words with the same or different spelling patterns.
2. Use letter-sound knowledge and structural analysis to decode words.
3. Use knowledge of common word families (e.g., -ite or -ate) and complex word families (e.g., -ould, -ight) to sound out unfamiliar words.
4. Demonstrate a growing stock of sight words.
5. Read text using fluid and automatic decoding skills.
6. Read passages fluently with changes in tone, voice, timing and expression to demonstrate meaningful comprehension.

## Grades 3 - 6

*Fluency continues to develop past the primary grades. Readers increase their rate of oral reading to near conversational pace. They show by their appropriate use of pauses, pitch, stress and intonation that they are reading in clauses and sentence units to support comprehension. They gain control over a wider, complex sight vocabulary and over longer syntactic structures, so that they are able to read progressively more demanding texts with greater ease. Silent reading becomes considerably faster than oral reading and becomes the preferred, more efficient way to process everyday texts.*

# K-12 English Language Arts Grade-Level Indicators

## Acquisition of Vocabulary

Students acquire vocabulary through exposure to language-rich situations, such as reading books and other texts and conversing with adults and peers. They use context clues, as well as direct explanations provided by others, to gain new words. They learn to apply word analysis skills to build and extend their own vocabulary. As students progress through the grades, they become more proficient in applying their knowledge of words (origins, parts, relationships, meanings) to acquire specialized vocabulary that aids comprehension.

## Kindergarten

*Contextual Understanding* 1. Understand new words from the context of conversations or from the use of pictures within a text.

*Conceptual Understanding* 2. Recognize and understand words, signs and symbols seen in everyday life.  
3. Identify words in common categories such as color words, number words and directional words.

*Tools and Resources* 4. Determine the meaning of unknown words, with assistance, using a beginner's dictionary.

## Kindergarten

*Contextual Understanding* 1. Use knowledge of word order and in-sentence context clues to support word identification and to define unknown words while reading.

*Conceptual Understanding* 2. Identify words that have similar meanings (synonyms) and words that have opposite

- 3. Classify words into categories (e.g., colors, fruits, vegetables).
- 4. Recognize common sight words.
- 5. Recognize that words can sound alike but have different meanings (e.g., homophones such as hair and hare).
- Structural Understanding* 6. Predict the meaning of compound words using knowledge of individual words (e.g., daydream, raindrop).
- 7. Recognize contractions (e.g., isn't, aren't, can't, won't) and common abbreviations (e.g., Jan., Feb.).
- 8. Read root words and their inflectional endings (e.g., walk, walked, walking).
- Tools and Resources* 9. Determine the meaning of unknown words using a beginner's dictionary.

## Grade One

- Contextual Understanding* 1. Use knowledge of word order and in-sentence context clues to support word identification and to define unknown words while reading.
- Conceptual Understanding* 2. Identify words that have similar meanings (synonyms) and words that have opposite meanings (antonyms).
- 3. Classify words into categories (e.g., colors, fruits, vegetables).
- 4. Read accurately high-frequency sight words.
- 5. Read homographs aloud correctly, adjusting sounds to fit meaning, and use words in context.
- Structural Understanding* 6. Determine the meaning of common compound words (e.g., lunchroom, baseball) by explaining the relationship between the words contained in the compound.
- 7. Identify contractions and common abbreviations and connect them to whole words.
- 8. Determine the meaning of prefixes, including un-, re-, pre-, and suffixes, including -er, -est, -ful, -less.

9. Use root words (e.g., smile) and their various inflections (e.g., smiles, smiling, smiled) to determine the meaning of words.
- Tools and Resources*
10. Determine the meaning and pronunciations of unknown words using a beginner's dictionary, glossaries and technology.

## Grade Two

*Contextual Understanding*

1. Determine the meaning of unknown words using a variety of context clues, including word, sentence and paragraph clues.

*Conceptual Understanding*

2. Use context clues to determine the meaning of homophones, homonyms and homographs.

3. Apply the meaning of the terms synonyms and antonyms.

4. Read accurately high-frequency sight words.

*Structural Understanding*

5. Apply knowledge of individual words in unknown compound words to determine their meanings.

6. Use knowledge of contractions and common abbreviations to identify whole words.

7. Apply knowledge of prefixes, including un-, re-, pre- and suffixes, including -er, -est, -ful and -less to determine meaning of words.

8. Decode and determine the meaning of words by using knowledge of root words and their various inflections.

- Tools and Resources*
9. Determine the meanings and pronunciations of unknown words by using dictionaries, glossaries, technology and textual features, such as definitional footnotes or sidebars.

## Grade Three

*Contextual Understanding*

1. Determine the meaning of unknown words by using a variety of context clues, including word, sentence and paragraph clues.

- 2. Use context clues to determine the meaning of synonyms, antonyms, homophones, homonyms and homographs.
- Conceptual Understanding* 3. Recognize the difference between the meanings of connotation and denotation.
- 4. Identify and apply the meaning of the terms synonym, antonym, homophone and homograph.
- 5. Identify and understand new uses of words and phrases in text, such as similes and metaphors.
- Structural Understanding* 6. Identify word origins to determine the meaning of unknown words and phrases.
- 7. Identify the meanings of prefixes, suffixes and roots and their various forms to determine the meanings of words.
- Tools and Resources* 8. Identify the meanings of abbreviations.
- 9. Determine the meanings and pronunciations of unknown words by using dictionaries, glossaries, technology and textual features, such as definitional footnotes or sidebars.

## Grade Four

- Contextual Understanding* 1. Define the meaning of unknown words by using context clues and the author's use of definition, restatement and example.
- 2. Use context clues to determine the meaning of synonyms, antonyms, homophones, homonyms and homographs.
- Conceptual Understanding* 3. Identify the connotation and denotation of new words.
- 4. Identify and understand new uses of words and phrases in text, such as similes and metaphors.
- Structural Understanding* 5. Use word origins to determine the meaning of unknown words and phrases.

- Tools and Resources*
6. Apply the knowledge of prefixes, suffixes and roots and their various inflections to analyze the meanings of words.
  7. Identify the meanings of abbreviations.
  8. Determine the meanings and pronunciations of unknown words by using dictionaries, thesauruses, glossaries, technology and textual features, such as definitional footnotes or sidebars.

## Grade Five

- Contextual Understanding*
1. Define the meaning of unknown words by using context clues and the author's use of definition, restatement and example.
- Conceptual Understanding*
2. Apply knowledge of connotation and denotation to determine the meaning of words.
  3. Identify analogies and other word relationships, including synonyms and antonyms, to determine the meaning of words.
  4. Interpret metaphors and similes to understand new uses of words and phrases in text.
  5. Recognize and use words from other languages that have been adopted into the English language.
- Structural Understanding*
6. Apply the knowledge of prefixes, suffixes and roots and their various inflections to analyze the meanings of words.
  7. Identify symbols and acronyms and connect them to whole words.
- Tools and Resources*
8. Determine the meanings and pronunciations of unknown words by using dictionaries, thesauruses, glossaries, technology and textual features, such as definitional footnotes or sidebars.

## Grade Six

- |                                 |  |
|---------------------------------|--|
| <i>Contextual Understanding</i> | 1. Define the meaning of unknown words through context clues and the author's use of comparison, contrast, definition, restatement and example.  |
| <i>Conceptual Understanding</i> | 2. Apply knowledge of connotation and denotation to determine the meaning of words.<br>3. Infer word meanings through the identification of analogies and other word relationships, including synonyms and antonyms.<br>4. Interpret metaphors and similes to understand new uses of words and phrases in text.<br>5. Recognize and use words from other languages that have been adopted into the English language. |
| <i>Structural Understanding</i> | 6. Use knowledge of Greek, Latin and Anglo-Saxon roots and affixes to understand vocabulary.<br>7. Use knowledge of symbols and acronyms to identify whole words.  |
| <i>Tools and Resources</i>      | 8. Determine the meanings and pronunciations of unknown words by using dictionaries, thesauruses, glossaries, technology and textual features, such as definitional footnotes or sidebars.   |

## Instructional Delivery

Teachers will pre-test students in September utilizing the Ohio Department of Education Diagnostic Test and will post test them in May utilizing the O.D.E, Assessment Tools.

Intermediate students will take a pre-test utilizing Buckle Down materials, Accelerated Reader and Orchard software. The Principal will regularly visit and coach teachers on effective teaching methods. She will script , providing a mirror for new teachers, so they may self check themselves.

Teachers and teacher assistants will be required to participate in the T.C.P. World Academy Professional Development Training in the summer and each quarter, as well as the Bullying course provided by the University of Cincinnati staff and courses required to maintain or elevate licensure. The training will be customized based on the disaggregated Achievement Test data of the 2010 T.C.P. World Academy. Federal Start -up money and General fund money will be used to provide this professional development. The Intervention Specialist will also in-service the staff on effective implementation of Individual Education Plans. Sources include: Accelerated Reader, Blooms Taxonomy, Orchard Computer Software, State Achievement test, Terra Nova test, differentiated instruction, direct instruction, and SIRI training for reading instruction. Our school population will benefit because the students will receive the same quality instruction that has kept T.C.P. World Academy as a school of excellence.



## Attachment 2

# B

### Mission Statement

The Mission of T.C.P. World Academy is for me to become an academically involved independent learner, through quality class participation and utilizing technology for higher learning. I will understand the rationale for my education and the importance of the experience for my viable participation in a global society.

**TCP World Academy serves students from Kindergarten through sixth grade, with most students falling in the ages of 5 through 12. The focus of TCP curriculum is general education for college preparedness and critical thinking skills. The emphasis is on fundamental skills taught through direct instruction. All students should pass the 6th grade and all students should pass the third grade reading at grade level. Our student population is 97% Afro-American, 72% is economically disadvantaged and 13% are with disabilities. We are an Urban School. Various data will be used to determine target needs for district and building improvement plans, as well as use of local, state and federal funds and for providing a baseline for monitoring progress. Sources include: EMIS/CSADM/attendance data, State Achievement test, Terra Nova test, financial audits and parents/staff survey of T. C. P. World Academy, which school status is excellent/effective. The students will be notified through local media sources, including but not limited to newspaper, website(s), and/or community centers. Students will be selected on a first come, first serve basis, unless the pool of students exceeds the open enrollment spaces, in which case a lottery according to our educational plan, sponsor agreement, and the Ohio Revised Code.**

Attachment 2

C

N/A

Attachment 3

# ATTACHMENT 3

## Instructions for Completing Attachment 3 – Student Performance Measures

**Header:** Legal School Name, Grades served, City and State

**ODE Report Card Data:** Use the most current ODE Report Card data for your school. Record the year.

**Report Card Data:**

**Achievement** – Indicate percent from Report Card or NR (Not rated)

**Gap Closing** - Indicate percent from “all students” Report Card or NR

**K-3 Literacy** - Indicate percent from Report Card or NR

**Proficiency in 3<sup>rd</sup> Grade Reading** - Indicate percent from Report Card or NR

**Progress** - Use Growth Index or (Calculated as follows)

**Ave. Read** – Percent of DARK GRAY, LIGHT BLUE AND GREEN cells from “Progress Details” Chart or report card rating.

**Ave. Math** – Percent of DARK GRAY, LIGHT BLUE AND GREEN cells from “Progress Details” Chart or report card rating.

**Ave. All Tests** – Percent of DARK GRAY, LIGHT BLUE AND GREEN cells from “Progress Details” Chart or report card rating.

**4-year Graduation** - Indicate percent from Report Card or NR

**5-year Graduation** - Indicate percent from Report Card or NR

**Non-Graduates** – Indicate percent from Report Card or NR

**Your School** – Record the most current Report Card data. Write in the date of report card.

**LEA** - Record the above data from the most recent report card for the local educational agency. Write district name.

**Similar School** – Identify two schools that are similar in demographics and provide the above data for each. Similarities include: demographics, location, theme/program, feeder pattern etc.

**Your Targets** - Using the school’s report card percentages, LEA percentages, and similar school percentages, determine your targets for the next 3 years for each column.

**ACADEMIC TARGETS - Specific Subgroup Targets** – Select two subgroups and content areas. Indicate the # of students, pre-target results, a SMART goal that relates to the pre-target results, and the post-target results (Spring).

**NON-ACADEMIC TARGETS** – Select two non-academic measures (Any other valid assessments, student engagement, discipline, and post-secondary options). For example: If the measuring tool for discipline is “out of class interventions”, your pre-target results is an average of 20 “out of class” interventions per week. Your goal could be, “To reduce the out of class interventions from an average of 20 per week to a 10 or fewer per week in grades 6 and 8, by Spring. Your post measure would be “out of class interventions are averaging 11 per week”

**School Performance on Mission Specific Goals – Mission Specific Goal:** Create a specific SMART goal based on your mission statement or theme for your school. This goal should not be a previously stated academic or non-academic goal. It should be related to the theme of the school (technology, CTE certification, college readiness, cultural community relations, parent involvement, etc.) It must be measurable.

**Current Conditions:** State current data for 2021-2022 or from prior years.

**Post Conditions 2022/2023** – Complete by June 2023 if data is available. Updated Annually until the end of contract.

## **IMPORTANT NOTICE**

**Schools Applying for New Contracts or Renewals** – After your A3 has been approved, it becomes a part of your contract and can only be changed through a contract modification, amendment, or renewal. **Please do not edit or change your SMART goals or any information submitted on the A3, other than the Post-Targets Results and the comments in the Results and Evidence section for annual updating in the Spring.**

The **Attachment 3 Review Task in Epicenter** should only be used by schools in the renewal process. This task is used to review your A3 before submitting your contract.

The **Attachment 3 Results and Evidence Task in Epicenter** is used annually by all schools in the Spring to update post target data.

# TCP World Academy (K-7), Cincinnati, Ohio

## ATTACHMENT 3 - Student Performance Measures

ODE Report Card Data (2021-2022)	Achievement Component (%)	Gap Closing Component (%)	Early Literacy Component (%)	Proficiency in Third Grade Reading (%)	Progress Growth Index or Percent of DARK GRAY, LIGHT BLUE, and GREEN in PROGRESS DETAILS tables		Grad 4 year (%)	Grad 5 year (%)	Non-Graduates (%)	Comments
					Read (%)	Math (%)				
Your School 2021-2022	76.9	75.0	23.0	67.2	60	100	N/A	N/A	N/A	
Determine Comparable School District and Similar Schools										
LEA 2021-22 Cincinnati PS	56.1	26.3	67.2	45.4	33.3	33.3	78.1	86.3	17.9	
Similar School CCPA	56.1	73.3	4	20.5	100	83.3	97.7	97.4	2.4	
Similar School Alliance Academy	57.3	20.0	37.0	45.3	100	83.3	N/A	N/A	N/A	
Use Data Above to Determine Your Targets for the Next Three Years										
Your Targets 2022 - 2023	77	75	25	68	60	80	N/A	N/A	N/A	
Your Targets 2023 - 2024	78	76	35	69	80	80	N/A	N/A	N/A	
Your Targets 2024 - 2025	79	77	45	70	80	80	N/A	N/A	N/A	

## TCP World Academy (K-7), Cincinnati, Ohio

Specific Subgroup <b>ACADEMIC</b> Targets (Select two subgroups) All Students; American Indian/Alaskan Native; Asian/Pacific Islander; Black/ Non-Hispanic; Economically Disadvantaged; Students with Disabilities; and English Language Learners (After the contract has been approved, DO NOT CHANGE ANYTHING ON THIS DOCUMENT EXCEPT THE POST-RESULTS ANNUAL UPDATE AND COMMENTS)				
	# Students	Pre-Target Results 2021-22 or 2022-23	SMART GOALS	Post Target Results Update Annually
Students With Disabilities	60	28% ELA PROFICIENCY	Raise proficiency 1.5% annual (6% term) ELA proficiency	
Economically Disadvantaged				
Racial/Ethnic/ELL Please identify Black Non-Hispanic	421	59% ELA PROFICIENCY	Raise proficiency to 75% ELA proficiency	
<b>RESULTS and EVIDENCE</b> Update Annually - Spring 2023, 2024, 2025, 2026				

## TCP World Academy (K-7), Cincinnati, Ohio

STUDENT NON-ACADEMIC Measures (Select two measures) (After the contract has been approved, DO NOT CHANGE ANYTHING ON THIS DOCUMENT EXCEPT THE POST-RESULTS ANNUAL UPDATE AND COMMENTS)				
	Measure	Pre-Target Results 2021-22 or 2022-23	SMART GOALS	Post Target Results Update Annually
Discipline	Out of class intervention	average 4 per week	maintain out of class interventions to less than 10 per week	
Attendance	Attendance rates	92%	raise attendance rate to 95%	
Student Engagement				
Post-Secondary Outcomes				
Other Valid Goals and Assessments				
RESULTS and EVIDENCE – Update Annually – Spring 2023, 2024, 2025, 2026				



## TCP World Academy (K-7), Cincinnati, Ohio

### SCHOOL PERFORMANCE ON MISSION SPECIFIC GOALS

**Mission Specific Goal(s):** The goal is for all students to be able to use technology to communicate effectively in presentations, while maintaining a 1:1 student laptop ratio.

**Current 2022/23 Conditions:** *School data and evidence.* As laptop computer ratio obtained 1:1 ratio for in class learning, teacher reports have concern with students ability to utilize them for communication skills in presentations. After survey and observation, around %51 students are proficient at utilizing during presentations.

**Post Results** Update Annually - Spring 2023, 2024, 2025, 2026 *School data, evidence, and conclusions.*

**Evidence and Documentation:** Update Annually - Spring 2023, 2024, 2025, 2026

**TCP World Academy (K-7), Cincinnati, Ohio**

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## ATTACHMENT 4

- A. Financial Plan, including estimated budget for each year and estimated five-year plan
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (\$50,000 New School Only)**
- E. Treasurer Contract
- F. Performance Framework – School Financial- Goals and Measurements

Attachment 4

A

To remain fiscally viable. To remain open, and continue annual audits with minimal to no findings.

	Actual			Forecasted						
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	
		2020	2021	2022	2023	2024	2025	2026	2027	
<b>Operating Receipts</b>										
State Foundation Payments (3110, 3211)		\$ 3,998,369	\$ 3,880,910	\$ 4,026,580	\$ 3,445,702	\$ 3,624,998	3,625,686	3,698,199	3,772,164.00	
Charges for Services (1500)		10,000	8,450	12,000	12,000	12,000	12,000	12,000	12,000.00	
Fees (1600, 1700)		-	-	-	-	-	-	-	-	
Other ODE Grant					684,091					
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)		120,634	147,644	50,000	102,175	60,000	60,000	60,000	60,000.00	
<b>Total Operating Receipts</b>		<b>\$ 4,129,003</b>	<b>\$ 4,037,005</b>	<b>\$ 4,088,580</b>	<b>\$ 4,243,968</b>	<b>\$ 3,696,998</b>	<b>\$ 3,697,686</b>	<b>\$ 3,770,199</b>	<b>3,844,164.00</b>	
<b>Operating Disbursements</b>										
100 Salaries and Wages		\$ 2,491,697	\$ 2,556,591	\$ 2,899,929	\$ 2,597,565	\$ 2,725,828	2,780,345	2,890,704	2,948,518.00	
200 Employee Retirement and Insurance Benefits		965,012	992,264	1,074,004	1,152,624	1,196,953	1,285,145	1,362,254	1,443,989.00	
400 Purchased Services		727,076	740,190	782,371	933,670	937,161	940,741	956,790	961,091.00	
500 Supplies and Materials		271,220	453,320	489,279	751,071	573,161	584,625	593,879	608,358.00	
600 Capital Outlay - New										
700 Capital Outlay - Replacement										
800 Other		82,853	401,439	318,695	189,234	190,952	289,046	291,114	297,830.00	
819 Other Debt										
ESSER Grant Expenses										
ESSER Grant 1 Expenses										
ARP ESSER Expense										
Broadband Ohio Connectivity Expenses										
CRF - Other Ohio Education Entities Expenses										
<b>Total Operating Disbursements</b>		<b>\$ 4,537,858</b>	<b>\$ 5,143,804</b>	<b>\$ 5,564,278</b>	<b>\$ 5,624,164</b>	<b>\$ 5,624,055</b>	<b>\$ 5,879,902</b>	<b>\$ 6,094,741</b>	<b>6,259,786.00</b>	
Excess of Operating Receipts Over (Under)										
Operating Disbursements		\$ (408,855)	\$ (1,106,799)	\$ (1,475,698)	\$ (1,380,196)	\$ (1,927,067)	\$ (2,182,216)	\$ (2,324,542)	-2,415,622.00	
<b>Nonoperating Receipts/(Disbursements)</b>										
Federal Grants (all 4000 except fund 532)		\$ 846,773	\$ 698,126	\$ 999,484	\$ 999,484	\$ 999,484	\$ 999,484	\$ 999,484	999,484	
State Grants (3200, except 3211)		-	-	-	-	-	-	-	-	
ESSER GRANT			326,954							
ESSER GRANT 1				588,266	222,536	474,581				
ARP ESSER					962,946	962,946	962,946			
Broadband Ohio Connectivity										
CRF - Other Ohio Education Entities			60,586		804,770					
Restricted Grants (3219, Community School Facilities Grant)		-	-	20,992	-	-	-	-	-	
Donations (1820)		-	-	-	-	-	-	-	-	
Interest Income (1400)		-	-	-	-	-	-	-	-	
Debt Proceeds (1900)		-	-	-	-	-	-	-	-	
Debt Principal Retirement		-	-	-	-	-	-	-	-	
Interest and Fiscal Charges		-	-	-	-	-	-	-	-	
Transfers - In		-	-	-	-	-	-	-	-	
Transfers - Out		-	-	-	-	-	-	-	-	
Excess of Operating Receipts Over (Under)										
<b>Total Nonoperating Revenues/(Expenses)</b>		<b>\$ 846,773</b>	<b>\$ 1,106,658</b>	<b>\$ 1,587,749</b>	<b>\$ 2,989,736</b>	<b>\$ 2,437,011</b>	<b>\$ 1,962,430</b>	<b>\$ 999,484</b>	<b>\$ 999,484</b>	
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements		\$ 437,918	\$ (141)	\$ 112,051	\$ 804,770	\$ 509,944	\$ 219,786	\$ (1,325,058)	-1,416,138.00	
Fund Cash Balance Beginning of Fiscal Year		\$ 222,476	\$ 660,395	\$ 660,254	\$ 772,305	\$ 1,577,075	2,087,019	2,306,805	981,747.00	
Fund Cash Balance End of Fiscal Year		\$ 660,395	\$ 660,254	\$ 772,305	\$ 1,577,075	\$ 2,087,019	\$ 2,306,805	\$ 981,747	-434,391.00	
<b>Disclosure Items for State Fiscal Stabilization Funds</b>										
Personal Services SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Employees Retirement/Insurance Benefits SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchased Services SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Supplies and Materials SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures - SDFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Assumptions</b>										
		Actual			Forecasted					
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	
		2020	2021	2022	2023	2024	2025	2026	2027	
<b>Staffing/Enrollment</b>										
Total Student FTE		522	499	510	510	510	510	510	510	
Instructional Staff		35	35	38	38	38	38	38	38	
Administrative Staff		7	7	7	7	7	7	7	7	
Other Staff		5	5	5	5	5	5	5	5	
<b>Purchased Services</b>										
Rent		\$ 231,459.96	#####	#####	#####	#####	\$242,088.00	\$242,088.00	242,088.00	
Utilities		51,002.30	52,022.00	58,638.86	59,805.00	62,001.00	62,221.00	62,221.00	63,465.00	
Other Facility Costs		25,930.89	26,450.00	41,681.35	39,288.00	40,073.00	40,875.00	41,553.00	42,384.00	
Insurance		1,448.13	21,463.00	13,148.13	-	-	0.00	0.00	0.00	

Management Fee	-	-	-	-	-	-	-	-	-
Sponsor Fee	112,337.45	99,734.49	120,797.00	120,797.00	108,750.00	108,750.00	112,013.00	112,013.00	
Audit Fees	18,000.00	18,225.50	19,000.00	18,000.00	18,000.00	18,000.00	20,000.00	20,000.00	
Contingency	-	-	-	-	-	-	-	-	
Transportation	-	-	-	-	-	-	-	-	
Legal	-	-	-	-	-	-	-	-	
Marketing	-	-	-	-	-	-	-	-	
Consulting	-	-	-	-	-	-	-	-	
Salaries and Wages	2,491,697.06	#####	#####	#####	#####	#####	2,780,345.00	2,890,704.00	
Employee Benefits	965,011.75	994,713.00	#####	#####	#####	#####	1,285,145.00	1,362,254.00	
Special Education Services	-	-	-	63,208.00	63,540.00	63,540.00	65,329.00	65,685.00	
Technology Services	-	-	-	66,875.00	66,875.00	66,875.00	70,000.00	70,000.00	
Food Services	77,611.66	62,962.48	64,851.35	245,339.00	250,247.00	255,252.00	260,357.00	268,167.00	
Other - Including Covid-19 Grants	564,233.10	936,825.00	#####	#####	849,700.00	956,811.00	968,222.00	983,477.00	
Total	\$ 4,537,858.00	\$ 4,772,786.56	\$ 6,022,801.10	\$ 5,624,164.00	\$ 5,624,055.00	\$ 5,879,902.00	6,094,741.00	6,259,786.00	
<b>Financial Metrics</b>									
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	0.00	
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Growth in Enrollment	12.14%	2.76%	-2.00%	2.50%	0.00%	0.00%	0.00	0.00	
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00	0.00	
Growth in Operating Receipts	13.79%	6.71%	0.19%	2.50%	0.00%	2.50%	0.00	0.00	
Growth in Non-Operating Receipts/Expenses	-11.82%	4.54%	26.89%	0.00%	0.00%	0.00%	0.00	0.00	
Days of Cash	0.01	0.05	30.00	30.00	30.00	30.00	30.00	30.00	

ASSUMPTIONS  
The school does not project to borrow money for its operation in the next five years.  
There are no outstanding loans at the beginning of the projected years.

Fiscal Year 2021-2025 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	0.00	0.00	0.00	0.00	
Loan A	0.00	0.00	0.00	0.00	
Loan B	0.00	0.00	0.00	0.00	
Line of Credit	0.00	0.00	0.00	0.00	
Notes, Bonds	0.00	0.00	0.00	0.00	
Capital Leases	0.00	0.00	0.00	0.00	
Payables (Past Due 180+ days)	0.00	0.00	0.00	0.00	
Total	\$ -	\$ -	\$ -	\$ -	

ASSUMPTIONS

Receipts/Expenditures	% Increase or (Decrease)	Justification
Enrollment/Receipts	2.500%	Enrollment decrease by .019 % but will increase by 2.5% in the next five projected years of 510 students.
State Foundation payments	2.50%	We expect a 2.5% increase in the projected years
Salaries and Wages	3%	A sizable increase is projected in the second year to be on par with other schools and a 3% growth factor will be on the remaining projected years.
Employee Retirement and Medical Benefits	7%	A 7% growth factor retirement and medical benefits was used in projecting in the expenditures.
Rent	0	An amount of increase based on the rental contract
Utilities	3%	Historically utilities on average have grown between 2-3%. Due to this, we will be utilizing a 3% growth factor for all utilities expenditures.
Other Facilities Cost	2%	While we experience a 1.50 average increase in the last few years, we projected to increase in the next five years.
Insurance	Flexible	The insurance cost will vary depending on the contract. We estimated the possible amount on what the assets to be insured.
Management Fee	0%	No management .
Sponsor's Fee	3%	The rate is negotiated. The rate is expected to be same up to the last year of the forecast.
Audit Fee		Negotiated contracts. We estimated the possible amount based on previous contracts.
Contingency	0%	N/A
Transportation	0%	Due to the pandemic, no amount was budgeted for this expense. Although the expenses are for field trips.
Food Services	Flexible	Due to pandemic, we projected that our estimated expenditures will, depending on the policies of ODE about classroom attendance, be \$ 77,612.00 to \$278,475.00
Legal	0%	Legal expenditures are considered in the other expenses.
Marketing	0%	Marketing expenses are factored in the projected other expenses.
Consulting	0%	No consulting services.

NOTE:

Will monitor closely the five-year forecast because of the projected cash deficit.

STATE OF OHIO DEPARTMENT OF EDUCATION  
5 Year School Treasurer School Treasurer License

ADOLFO A TITONG  
THIS LICENSE AWARDED TO

OH3025794      07/02/2021      07/01/2021 to 06/30/2026  
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.*

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 # 22019713

Superintendent of Public Instruction



Employers may verify this credential by going to Educator Profile on 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.


**STATE OF OHIO DEPARTMENT OF EDUCATION**  
**5 Year School Treasurer School Treasurer License**

**CONCEPCION D HITZLER**

THIS LICENSE AWARDED TO

**OH3108027**      **02/23/2018**      **07/01/2018 to 06/30/2023**  
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.*

  
Interim 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 # 21503666**

Employers may verify this credential by going to Educator Profile on 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.



Billing Questions (888) 866-2666  
 Email [info@cnasurety.com](mailto:info@cnasurety.com)

**Notice of Premium Due 11/13/2022**

Premium \$100.00

KAREN Y. FRENCH  
 %T.C.P. WORLD ACADEMY, INC.  
 6000 RIDGE AVE.  
 CINCINNATI, OH 45213

<b>Amount Due</b>	<b>\$100.00</b>
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Bond Detail	
Bond #	70204457
Company	Western Surety Company
Term Dates	11/13/2022 to 11/13/2023
Bond Amount	\$25,000.00
Description	OH Principal/Superintendent of T.C.P. World Academy, Inc.
Obligee	OBLIGEE ADDRESS UNKNOWN

Agent Information	Messages
Town & Country Property & Casualty Ins Agcy of Ohio, Inc P. O. Box 446 Kings Mills, OH 45034 Phone : (513)985-6880	

**Payment Instructions**



- Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
 Make check payable to CNA Surety  
 Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Karen Y. French  
 Bond # 70204457  
 Company 0601  
 Agency 34-19153  
 Town & Country Property &

<b>Payment Due</b>	11/13/2022	<b>Amount Due</b>	<b>\$100.00</b>
--------------------	------------	-------------------	-----------------

**CNA Surety Direct Bill**  
 P.O. Box 957312  
 St. Louis, MO 63195-7312



Premium \$200.00

ADOLFO A TITONG  
6000 RIDGE AVE  
CINCINNATI, OH 45213**Amount Due** \$200.00**Bond Detail**

Bond #	24830160	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	10/08/2022 to 10/08/2023		
Bond Amount	\$25,000.00		
Description	OH Treasurer T.C.P. World Academy, Inc.		

**Agent Information****Messages**Town & Country Property &  
Casualty Ins Agcy of Ohio, Inc  
P. O. Box 446  
Kings Mills, OH 45034  
Phone : (513)985-6880**Payment Instructions**

- **Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment



Billing Questions (888) 866-2666  
 Email [info@cnasurety.com](mailto:info@cnasurety.com)

**Notice of Premium Due 01/25/2023**

Premium \$100.00

HITZLER CONCEPCION  
 6000 RIDGE RD  
 CINCINNATI, OH 45213

**Amount Due \$100.00**

**Bond Detail**

Bond #	64499059	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	01/25/2023 to 01/25/2024		
Bond Amount	\$25,000.00		
Description	OH Finance Officer Co-Treasurer		

**Agent Information**

Town & Country Property &  
 Casualty Ins Agcy of Ohio, Inc  
 P. O. Box 446  
 Kings Mills, OH 45034  
 Phone : (513)985-6880

**Messages**

**Payment Instructions**



- **Pay Online at [ONLINEPAY.CNASURETY.COM](http://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
 Make check payable to CNA Surety  
 Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

# D

N/A

# E



## Technological College Preparatory World Academy

6000 Ridge Avenue, Cincinnati, Ohio 45213. 513-531-9500  
Superintendent . Karen Y. French

### CONTRACT FOR EMPLOYMENT WITH T.C.P. WORLD ACADEMY FY 2022-2023

BY THIS AGREEMENT made and entered on July 1<sup>st</sup> between Adolfo Titong and T.C.P. World Academy, Mr. Adolfo Titong shall be employed as a Treasurer for the Fiscal Year 2022-2023. Mr Adolfo Titong will be paid a base salary of Eighty-one thousand dollars (\$81,000.00) for fiscal year 2022-2023. Adolfo will be paid in twenty-four installments payable on the first and fifteen of each month, starting July 15<sup>th</sup>, 2022.

Benefits such as vacation leaves, and other concerns are addressed in the school manual.

This is an agreement for employment between T.C.P. World Academy and Adolfo Titong.

Adolfo Titong  
Adolfo Titong

Karen Y. French  
Karen Y, French, Superintendent

7-1-22  
Date

7/1/2022  
Date



# Technological College Preparatory World Academy

6000 Ridge Avenue. Cincinnati, Ohio 45213. 513-531-9500  
Superintendent . Karen Y. French

## CONTRACT FOR EMPLOYMENT WITH T.C.P. WORLD ACADEMY FY 2022-2023

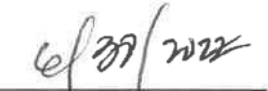
BY THIS AGREEMENT made and entered on July 1<sup>st</sup> between Concepcion Hitzler and T.C.P. World Academy, Ms. Concepcion Hitzler shall be employed as Assistant Treasurer for the Fiscal Year 2022-2023.

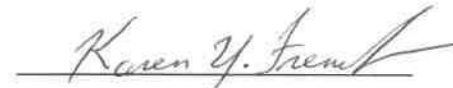
Ms. Concepcion Hitzler will be paid a base salary of Eighty-five thousand dollars (\$85,000) for fiscal year 2022-2023. Concepcion will be paid in twenty-four installments payable on the first and fifteen of each month, starting July 15<sup>th</sup>, 2022.

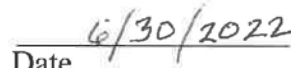
Benefits such as vacation leaves, and other concerns are addressed in the school manual.

This is an agreement for employment between T.C.P. World Academy and Concepcion Hitzler.

  
\_\_\_\_\_  
Concepcion Hitzler

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Karen Y, French, Superintendent

  
\_\_\_\_\_  
Date

# F

## PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN FINANCIAL PERFORMANCE GOALS

### OVERVIEW:

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations and Governance/Legal.

### ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:

1. SCHOOL MANAGES CASH FLOW AND MAINTAINS RESERVES TO COVER OPERATING EXPENSES
2. THE SCHOOL PAYS CREDITORS AND VENDORS
3. THE SCHOOL PAYS A MAJORITY OF ITS BILLS WITHING 30 DAYS
4. THE SCHOOL MAINTAINS A HEALTHY BALANCE BETWEEN THE DEBT AND MONTHLY INCOME
5. THE SCHOOL HAS PAYMENT PLANS IN PLACE, REDUCE OUTSTANDING DEBT OVER 60 DAYS
6. THE SCHOOL PROJECTED ANNUAL EXPENSES ARE ALIGNED WITH PROJECTED REVENUE
7. FINANCIAL REPORTING TO GOVERNMENT AGENCIES ARE CURRENT
8. FINANCIAL REPORTING TO THE SPONSOR IS ACCURATE AND TIMELY

### ERCO EVALUATES THE SCHOOL WITH THE FOLLWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

**EXCEEDS EXPECTATIONS:** The school maintains reserves that will cover 60 or more days of its typical operating expenses, the schools' invoices are paid within 5 business days and 90% of the school's bills are outstanding 30 days or fewer days. Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding. Financial reports are consistently accurate and submitted by the 8th of each month.

**MEETS EXPECTATIONS:** The school maintains reserves that will cover 30-59 days of its typical operating expenses, invoices are paid within 6-20 days, and 80-90% of the school bills are outstanding 30 or fewer days. 75-89% of outstanding debts are on repayment plans and financial reports are consistently accurate and submitted by the 15th of each month.

## PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – FINANCIAL PERFORMANCE GOALS

**APPROACHES EXPECTATIONS:** The school maintains reserves that will cover 15-29 days of its typical operating expense, the invoices are paid within 21-49 and 60-79% of the school bills are outstanding 30 days or fewer. 25-74% of the schools outstanding debts are on repayment plans and the financial reports are consistently accurate but were submitted after the 15th of the month up to 3 times in the most recent year.

**BELOW EXPECTATION:** The school maintains reserves that will cover less than 15 days of its typical operating expenses, the school invoices are after 50 days or more days. 59% or less of the school bills are outstanding 30 days or fewer, and less than 25% of the outstanding debts are on repayment plan. The school financial reports are consistently inaccurate and/or were submitted after the 15th of the month 4 or more times within the most recent year.

### COMPLETING THE PERFORMANCE FRAMEWORK

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: **4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.**
- ERCO will annually evaluate the School Performance goals to receive the actual end of the year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

Updated 1/9/23

**PERFORMANCE FRAMEWORK**

**FINANCIAL PERFORMANCE GOALS**

**SCHOOL NAME:**

**DATE COMPLETED:**

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	23-24	24-25	25-26	26-27	27-28
<b>1. The school manages cash flow and maintains reserves to cover operating expenses.</b>	4 = Exceeds Expectations	<i>The school maintains reserves that will cover 60 or more days of its typical operating expenses.</i>	4	4	4	4	4
	3 = Meets Expectations	<i>The school maintains reserves that will cover 30-59 days of its typical operating expenses.</i>					
	2 = Approaches Expectations	<i>The school maintains reserves that will cover 15-29 days of its typical operating expenses.</i>					
	1 = Below Expectations	<i>The school maintains reserves that will cover less than 15 days of its typical operating expenses.</i>					
<b>2. The school pays its financial obligation to vendors and creditors in a timely manner.</b>	4 = Exceeds Expectations	<i>The school's invoices are paid within 5 business days according to ERCO financial analysis.</i>	3	3	3	3	3
	3 = Meets Expectations	<i>The school's invoices are paid within 6-20 days, according to ERCO financial analysis.</i>					
	2 = Approaches Expectations	<i>The school's invoices are paid within 21-49 days, according to ERCO financial analysis.</i>					
	1 = Below Expectations	<i>The school's invoices are after 50 or more days, according to ERCO financial analysis.</i>					
<b>3. The school is able to pay the majority of its bills within 30 days.</b>	4 = Exceeds Expectations	<i>90-100% of the school's bills are outstanding 30 or fewer days.</i>	3	4	4	4	4
	3 = Meets Expectations	<i>80-89% of the school's bills are outstanding 30 or fewer days.</i>					
	2 = Approaches Expectations	<i>60-79% of the school's bills are outstanding 30 or fewer days.</i>					
	1 = Below Expectations	<i>59% or less of the school's bills are outstanding 30 or fewer days.</i>					
<b>4. The school maintains a healthy balance between the debt and monthly income.</b>	4 = Exceeds Expectations	<i>Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding.</i>	4	4	4	4	4
	3 = Meets Expectations	<i>10-25% of monthly income is committed to repayment of debt over 60 days outstanding.</i>					
	2 = Approaches Expectations	<i>26-75% of monthly income is committed to repayment of debt over 60 days outstanding.</i>					
	1 = Below Expectations	<i>More than 75% of monthly income is committed to repayment of debt over 60 days outstanding.</i>					
<b>5. The school has repayment plans in place to reduce outstanding debt over 60 days outstanding.</b>	4 = Exceeds Expectations	<i>90-100% of the school's outstanding debts are on repayment plans.</i>	4	4	4	4	4
	3 = Meets Expectations	<i>75-89% of the school's outstanding debts are on repayment plans.</i>					
	2 = Approaches Expectations	<i>25-74% of the school's outstanding debts are on repayment plans.</i>					
	1 = Below Expectations	<i>Less than 25% of the school's outstanding debts are on repayment plans.</i>					



<b>6. The school's projected annual expenses based on YTD expenditures are closely aligned with the projected annual revenue.</b>	4 = Exceeds Expectations	<i>Projected annual revenue exceeds projected annual expenses by 15% or more.</i>	3	3	3	4	4
	3 = Meets Expectations	<i>Projected annual revenue exceeds projected annual expenses by 5-14%.</i>					
	2 = Approaches Expectations	<i>Projected annual revenue is up to 5% greater than or up to 5% less than projected annual expenses.</i>					
	1 = Below Expectations	<i>Projected annual expenses exceed projected annual revenue by 5% or more.</i>					
<b>7. The school's financial reporting to government agencies are current and compliant. And payments to taxing agencies, worker compensation, retirement funds, lender agencies, and etc are not in a state of default or delinquency.</b>	4 = Exceeds Expectations	<i>All reporting and payments are current and without FTE errors.</i>	3	3	3	3	3
	3 = Meets Expectations	<i>All reporting and payments are current, and reflect fewer than 10% FTE errors.</i>					
	2 = Approaches Expectations	<i>Reporting is not current, payments are not current, OR reporting reflects greater than 10% FTE errors.</i>					
	1 = Below Expectations	<i>Reporting is not current, payments are not current and/or reporting reflects greater than 10% FTE errors.</i>					
<b>8. The school financial reporting to the sponsor is prompt, consistent and accurate.</b>	4 = Exceeds Expectations	<i>Financial reports are consistently accurate and submitted by the 8th of each month.</i>	3	3	3	3	4
	3 = Meets Expectations	<i>Financial reports are consistently accurate and submitted by the 15th of each month.</i>					
	2 = Approaches Expectations	<i>Financial reports are consistently accurate, but were submitted after the 15th of the month up to 3 times in the most recent year.</i>					
	1 = Below Expectations	<i>Financial reports are inaccurate or were submitted after the 15th of the month 4 or more times in the most recent year.</i>					
<b>SCORING:</b>							
<ul style="list-style-type: none"> <li>• EXCEEDS EXPECTATIONS = 4</li> <li>• MEETS EXPECTATIONS = 3</li> <li>• APPROACHES EXPECTATIONS = 2</li> <li>• BELOW EXPECTATIONS = 1</li> </ul>							

Updated 1/9/23

## **ATTACHMENT 5**

- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement or copy of Sales Contract and related documents. Recorded Conveyance Documents.

# A

## Discription of Facility

TCP World Academy is located at 6000 Ridge Ave in Cincinnati, Ohio, Hamilton County. The building is a corner lotted building with three floors, including an auditorium on the main floor and a cafeteria and kitchen on the lower level. The building has three floors, with 13 classrooms in the main building, a front office, finance office, two office rooms, facilities room, storage multi-purpose room, a boiler utility room, 5 utility closet rooms, a stage office, 5 bathrooms, and the kitchen, cafeteria, and auditorium. The building exterior is brick, with block wall construction. The building has a wheelchair accessible ramp to the main entrance, 9 exits including a fire escape exit from the third floor, and building-wide boiler heating system. A security system is installed in the building including secure entry with electronic door release. The school has all normal utilities including fiber internet connection, fire alarm system, telephone, water, gas, security system, and school wide PA system. There are two water fountains inside the building. The facilities lot includes an annex building, utility storage and garage building, and a driveway. Trash removal is from a dumpster contracted with Rumpke services. The building is leased from the school founder, Karen French, with the lease and amount included below in attachment 5 section C.

# B

## EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. ("ERCO")

### Community School: Suspension and/or School Closing Procedures

ERCO is primarily responsible for ensuring an orderly process is followed when a school closes or operations are suspended.

#### CLOSURE

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school's compliance with law, administrative rules and contract provisions, including requirements related to school closure.

#### SUSPENSION

ORC 3314.072 establishes the conditions under which a school may be suspended, along with a school's procedural rights. ERCO follows these procedures.

#### RECORDS

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (student, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

#### ERCO'S GOALS

To provide and execute a plan for an orderly conclusion of the school's affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if Ohio Department of Education issues a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school's governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.

ERCO shall submit a Suspension and Closing Assurance Template for each closed community school attesting that all necessary notifications and actions are completed.

When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.

For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.

# COMMERCIAL LEASE

6000 Ridge Avenue

# C

This lease is made between Karen Y. French of 7440 Whispering Way, herein called Lessor, and T.C.P. World Academy of the Quality Team Corporation, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Cincinnati, County of Hamilton and the State of Ohio described as 6000 Ridge Avenue upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of five years, commencing July 1, 2020, and terminating on June 30, 2025, or sooner as provided herein at the annual rental rates (\$100,000) one hundred thousand dollars the fiscal year (FY2021), and July 1, 2021 through June 30,2022 (FY2022) the annual rental rate increases to (\$102,500) one hundred two thousand five hundred dollars, and July 1, 2022 through June 30,2023 (FY2023) the annual rental rate increases to (\$105,000) one hundred five thousand dollars, and July 1, 2023 through June 30,2024 (FY2024) the annual rental rate increases to (\$107,500) one hundred seven thousand five hundred dollars, and July 1, 2024 through June 30,2025 (FY2025) the annual rental rate increases to (\$110,000) one hundred ten thousand dollars, payable in 12 annual equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, by electronic bank transfer.

2. Use. Lessee shall use and occupy the premises for Education of children. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

# COMMERCIAL LEASE

6000 Ridge Avenue

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Possession. The Lessee shall continue to occupy the premises.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises of any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessee shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease. Lessee shall be responsible for all damages to the building while occupying the premises.

# COMMERCIAL LEASE

6000 Ridge Avenue

14. Lessor's Remedies on Default: If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not commence such curing within days sixty (60) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

16. Attorney's Fees. In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors interest to the parties.

19. Option to Renew Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of sixty (61) months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent may differ. The Lessee shall continue to pay the monthly rate until the new lease is signed.

20. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property



# COMMERCIAL LEASE

6000 Ridge Avenue

21. Radon Gas Disclosure. As required by law, (Landlord/Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Effective Date: July 1st, 2020

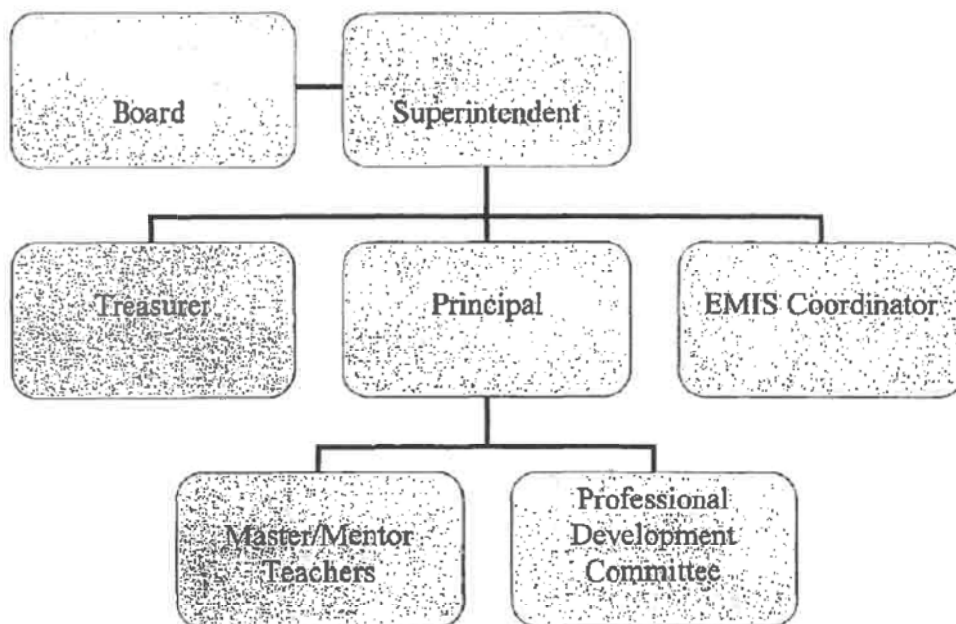
By Lessor: *Karen Y. French* By Lessee: *[Signature]*

## **ATTACHMENT 6**

- A. Organization Chart**
- B. Chief Administrative Officer Contract**
- C. Management by Third Party Contract (if applicable)**

# A

## T.C.P. World Academy



## Organizational Chart

# B

## T.C.P. WORLD ACADEMY EMPLOYMENT CONTRACT EXTENSION

THIS AGREEMENT made by and between the Board of T.C.P. World Academy, hereafter referred to as the Board, and Karen French, the Founder/Superintendent/Principal and hereafter referred to as the Superintendent/Principal, for the consideration specified herein, agree as follows:

### Term of Contract

It is hereby agreed by and between both parties that the Board and Karen French agree to the extension of this contract, commencing on July 1<sup>st</sup>, 2021, and ending on June 30<sup>th</sup>, 2023, thereafter, the Contract is automatically extended for additional two-year terms from July 1<sup>st</sup> to June 30<sup>th</sup>, unless either party notifies the other in writing at least forty (40) days prior to June 30<sup>th</sup> that it does not wish to renew the Contract, provided, that the Board shall not cause this Contract to be subject to non-renewal, and the Superintendent/Principal shall not be dismissed from her employment as Superintendent/Principal at T.C.P. World Academy, for other than good cause, which cause is limited exclusively to a material failure to perform her duties as specified under this Contract or the commission of a malfeasance or moral turpitude which would render the Superintendent/Principal's employment by T.C.P. unlawful under the laws of the state of Ohio. During the term of this Contract, the Superintendent/Principal shall keep her Assistant Superintendent License and/or her Principal License.

### Duties

The Superintendent/Principal shall supervise the operation of T.C.P. World Academy. The Superintendent/Principal shall also assume administrative responsibilities and instructional leadership, with the oversight of the Board and Sponsor, and in accordance with the laws of the State of Ohio, and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the operational program of T.C.P. World Academy during the academic year, which, for the Superintendent/Principal, begins each year 3 weeks before the first day of the academic year, and extends 3 weeks after the last day of the academic year. The academic year begins each year approximately mid August and continues through approximately the end of May.

The Superintendent/Principal solely shall have the authority to hire, retain, promote, and assign all personnel of T.C.P. and shall submit reports to the Board concerning the hiring, retention, promotion, and assignment of such personnel and shall keep such other registers and records and make such other reports as may be reasonably requested by the Board or as required, by law.

The Superintendent/Principal agrees to devote her best efforts to the educational program of the school.

The Superintendent/Principal shall maintain a permanent address in the state of Ohio.

During the term of this Agreement, the Superintendent shall hold a valid and properly registered certificate issued by the state of Ohio qualifying her to act as Superintendent of the District and Principal.

The Superintendent/Principal shall perform such other duties as are customarily performed by one holding such position, and shall additionally render such other reasonable services and duties as may be requested from time to time by the Board.

The Board encourages continuing professional growth of the Superintendent/Principal through participation in professional trainings and through attendance at appropriate professional meetings and conferences at the local and state level. The Superintendent/Principal may attend professional meetings and the Board shall reimburse her for actual and reasonable expenses incurred by her in attending such meetings and conferences. Such meetings shall be scheduled by the Superintendent so as to minimize disruption of School operations.

The Superintendent/Principal may undertake consultative work, speaking engagements, writing, lecturing and other outside professional duties and obligations, provided that these activities do not interfere with the effective performance of her duties as Principal.

Throughout the term of the Contract, the Superintendent/Principal shall be subject to discharge for cause solely as defined and specified supra, under the heading "Term of Contract". The Superintendent/Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent/Principal chooses to be accompanied by counsel at such hearings, all such personal expenses shall be paid by the Superintendent/Principal, provided, that if such hearing results in a finding of no cause for dismissal, the Board shall compensate the Superintendent/Principal for all reasonable fees and expenses incurred by the Superintendent/Principal resulting from her use of counsel.

### **Compensation and Benefits**

The Board shall pay to the Superintendent/Principal during the term of this Agreement as base annual salary, the total sum of no less than Two Hundred Thirteen Thousand Six Hundred Thirty Nine and no/100 Dollars (\$213,639.00) in 24 equal installments on the 1<sup>st</sup> and 15<sup>th</sup> of each calendar month, for presiding and managing a student body with an average enrollment count of up to 500 students. The Board shall pay the Superintendent/Principal during the term of this Agreement a base salary supplemental of seven thousand five hundred and no/100 Dollars (\$7,500.00) for each 50 additional students over and/or above an average student body enrollment count of 500 students.

For the duration of this Agreement, the Board reserves the right to award the Superintendent with a performance pay bonus. Such bonus shall be determined using criteria established by the Board and shall be awarded at the sole discretion of the Board, provided, that the Board shall make known to the

Superintendent/Principal the criteria normally used by the Board to determine whether or not an award is merited, and the criteria used to determine the amount of any award.

The Board acknowledges that The School shall pick up and pay on the Superintendent's/Principal's behalf her entire contribution to the State of Ohio State Teachers Retirement System (STRS), in lieu of and in satisfaction of the Superintendent's/Principal's entire required contribution to said STRS. Both parties acknowledge that the contributions will be paid by the School to STRS.

The Superintendent/Principal shall be entitled to any and all insurance plans (medical, dental, etc.) offered by T.C.P. World Academy to the employees of the school, including any long and/or short term disability plans.

The Superintendent/Principal shall be allocated \$150 per month towards the purchase of a cell phone plan to be used primarily for District business.

The Superintendent/Principal is entitled to 5 weeks of Vacation Time per year. In addition to and apart from the aforementioned 5 weeks vacation time per year, the Superintendent/Principal shall accrue 1 Sick Day per month, and 3 Personal Leave Days per year. The Superintendent/Principal shall also be entitled to take the regular Holiday Days which are scheduled for the School's teachers.

The Board shall increase the salary of the Superintendent/Principal annually in the form of a 6 percent raise to the base salary total as long as this Agreement remains in effect.

Any salary or other modification made during the term of the Agreement shall require the consent of both parties to the Agreement, and shall be in the form of a written amendment, and shall become a part of this Agreement.

### **Evaluation**

Each year during which this Contract is in effect, the Board shall conduct a review and evaluation of the role and performance of the duties under this contract of the Superintendent/Principal. The Board shall complete the review on or before July 21<sup>st</sup> of each year, to consist of or including student testing results, school report card, and the School's annual report.

### **Release**

The Board, in consideration of the covenants and promises described in this Agreement, releases, discharges, and holds harmless the Superintendent/Principal and her heirs, successors, and assigns, from any and all causes of action, liability, claims, obligations, disputes, demands, or damages, of any nature and kind existing now or in the future, in law, equity, or otherwise, arising out of the Board's performance of its duties and obligations under this Agreement or the Board's performance of its duties and obligations under the Board's Contract with the Sponsor of The School.

This Release shall not be in any way construed as an admission by the Superintendent/Principal that it admits liability or responsibility at any time for any purpose, or that the Board has any rights whatsoever against the Superintendent/Principal, except those rights the Board has under the herein expressed terms of this Agreement.

This Release shall be binding upon the Superintendent/Principal and the Board, and each of the Members of The Board, and their respective heirs, administrators, representatives, executors, successors, and assigns. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release may not be altered, amended, or modified, except by written document signed by both the Board and each of the Members of the Board, and the Superintendent/Principal.

The terms of this Release shall be governed by, and construed in accordance with, the laws of the State of Ohio.

#### Savings Clause

If any portion of this Contract Extension is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its representative on the day and year noted below.

  
\_\_\_\_\_

Karen French

Date 7/1/21

  
\_\_\_\_\_

Ryan Griffin, T.C.P. Board President

Date: 7.1.21

## **T.C.P. WORLD ACADEMY EMPLOYMENT CONTRACT**

THIS AGREEMENT made by and between the Board of T.C.P. World Academy, hereafter referred to as the Board, and Karen French, the Founder/Superintendent/Principal and hereafter referred to as the Superintendent/Principal, for the consideration specified herein, agree as follows:

### **Term of Contract**

It is hereby agreed by and between both parties that the Board and Karen French agree to a contract, commencing on July 1<sup>st</sup>, 2023, and ending on June 30<sup>th</sup>, 2028. Thereafter, the Contract is automatically extended for additional two-year terms from July 1<sup>st</sup> to June 30<sup>th</sup>, unless either party notifies the other in writing at least forty (40) days prior to June 30<sup>th</sup> that it does not wish to renew the Contract, provided, that the Board shall not cause this Contract to be subject to non-renewal, and the Superintendent/Principal shall not be dismissed from her employment as Superintendent/Principal at T.C.P. World Academy, for other than good cause, which cause is limited exclusively to a material failure to perform her duties as specified under this Contract or the commission of a malfeasance or moral turpitude which would render the Superintendent/Principal's employment by T.C.P. unlawful under the laws of the state of Ohio. During the term of this Contract, the Superintendent/Principal shall keep her Assistant Superintendent License and/or her Principal License.

### **Duties**

The Superintendent/Principal shall supervise the operation of T.C.P. World Academy. The Superintendent/Principal shall also assume administrative responsibilities and instructional leadership, with the oversight of the Board and Sponsor, and in accordance with the laws of the State of Ohio, and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the operational program of T.C.P. World Academy during the academic year, which, for the Superintendent/Principal, begins each year 3 weeks before the first day of the academic year, and extends 3 weeks after the last day of the academic year. The academic year begins each year approximately mid August and continues through approximately the end of May.

The Superintendent/Principal solely shall have the authority to hire, retain, promote, and assign all personnel of T.C.P. and shall submit reports to the Board concerning the hiring, retention, promotion, and assignment of such personnel and shall keep such other registers and records and make such other reports as may be reasonably requested by the Board or as required, by law.

The Superintendent/Principal agrees to devote her best efforts to the educational program of the school.



The Superintendent/Principal shall maintain a permanent address in the state of Ohio.

During the term of this Agreement, the Superintendent shall hold a valid and properly registered certificate issued by the state of Ohio qualifying her to act as Superintendent of the District and Principal.

The Superintendent/Principal shall perform such other duties as are customarily performed by one holding such position, and shall additionally render such other reasonable services and duties as may be requested from time to time by the Board.

The Board encourages continuing professional growth of the Superintendent/Principal through participation in professional trainings and through attendance at appropriate professional meetings and conferences at the local and state level. The Superintendent/Principal may attend professional meetings and the Board shall reimburse her for actual and reasonable expenses incurred by her in attending such meetings and conferences. Such meetings shall be scheduled by the Superintendent so as to minimize disruption of School operations.

The Superintendent/Principal may undertake consultative work, speaking engagements, writing, lecturing and other outside professional duties and obligations, provided that these activities do not interfere with the effective performance of her duties as Principal.

Throughout the term of the Contract, the Superintendent/Principal shall be subject to discharge for cause solely as defined and specified supra, under the heading "Term of Contract". The Superintendent/Principal shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent/Principal chooses to be accompanied by counsel at such hearings, all such personal expenses shall be paid by the Superintendent/Principal, provided, that if such hearing results in a finding of no cause for dismissal, the Board shall compensate the Superintendent/Principal for all reasonable fees and expenses incurred by the Superintendent/Principal resulting from her use of counsel.

### **Compensation and Benefits**

The Board shall pay to the Superintendent/Principal during the term of this Agreement as base annual salary after cost of living adjustments, the total sum of no less than Two Hundred Fifty-Four Thousand Four Hundred Forty-Eight and no/100 Dollars (\$254,448.00) in 24 equal installments on the 1<sup>st</sup> and 15<sup>th</sup> of each calendar month, for presiding and managing a student body with an average enrollment count of up to 500 students. The Board shall pay the Superintendent/Principal during the term of this Agreement a base salary supplemental of seven thousand five hundred and no/100 Dollars (\$7,500.00) for each 50 additional students over and/or above an average student body enrollment count of 500 students.

For the duration of this Agreement, the Board reserves the right to award the Superintendent with a performance pay bonus. Such bonus shall be determined using criteria established by the Board and

shall be awarded at the sole discretion of the Board, provided, that the Board shall make known to the Superintendent/Principal the criteria normally used by the Board to determine whether or not an award is merited, and the criteria used to determine the amount of any award.

The Board acknowledges that The School shall pick up and pay on the Superintendent's/Principal's behalf her entire contribution to the State of Ohio State Teachers Retirement System (STRS), in lieu of and in satisfaction of the Superintendent's/Principal's entire required contribution to said STRS. Both parties acknowledge that the contributions will be paid by the School to STRS.

The Superintendent/Principal shall be entitled to any and all insurance plans (medical, dental, etc.) offered by T.C.P. World Academy to the employees of the school, including any long and/or short term disability plans.

The Superintendent/Principal shall be allocated \$150 per month towards the purchase of a cell phone plan to be used primarily for District business.

The Superintendent/Principal is entitled to 5 weeks of Vacation Time per year. In addition to and apart from the aforementioned 5 weeks vacation time per year, the Superintendent/Principal shall accrue 1 Sick Day per month, and 3 Personal Leave Days per year. The Superintendent/Principal shall also be entitled to take the regular Holiday Days which are scheduled for the School's teachers.

The Board shall increase the salary of the Superintendent/Principal annually in the form of a 6 percent raise to the base salary total as long as this Agreement remains in effect.

Any salary or other modification made during the term of the Agreement shall require the consent of both parties to the Agreement, and shall be in the form of a written amendment, and shall become a part of this Agreement.

### **Evaluation**

Each year during which this Contract is in effect, the Board shall conduct a review and evaluation of the role and performance of the duties under this contract of the Superintendent/Principal. The Board shall complete the review on or before July 21<sup>st</sup> of each year, to consist of or including student testing results, school report card, and the School's annual report.

### **Release**

The Board, in consideration of the covenants and promises described in this Agreement, releases, discharges, and holds harmless the Superintendent/Principal and her heirs, successors, and assigns, from any and all causes of action, liability, claims, obligations, disputes, demands, or damages, of any nature and kind existing now or in the future, in law, equity, or otherwise, arising out of the Board's

performance of its duties and obligations under this Agreement or the Board's performance of its duties and obligations under the Board's Contract with the Sponsor of The School.

This Release shall not be in any way construed as an admission by the Superintendent/Principal that it admits liability or responsibility at any time for any purpose, or that the Board has any rights whatsoever against the Superintendent/Principal, except those rights the Board has under the herein expressed terms of this Agreement.

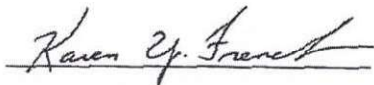
This Release shall be binding upon the Superintendent/Principal and the Board, and each of the Members of The Board, and their respective heirs, administrators, representatives, executors, successors, and assigns. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release may not be altered, amended, or modified, except by written document signed by both the Board and each of the Members of the Board, and the Superintendent/Principal.

The terms of this Release shall be governed by, and construed in accordance with, the laws of the State of Ohio.

#### **Savings Clause**

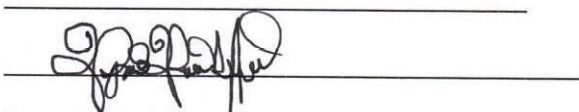
If any portion of this Contract is deemed to be illegal or unenforceable, the remainder thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the Board, by its representative on the day and year noted below.



Karen French

Date 6/1/23



Ryan Griffin, T.C.P. Board President

Date: 5.10.23

Attachment 6

C

N/A

**PROTOCOL FOR RENEWAL CONSIDERATIONS**

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

**General Considerations**

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

**Criteria for Renewal**

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

1. Failure to meet student performance requirements stated in the contract;
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other good cause.

Based on quality practices, the Board includes within the criteria for non-renewal the following:

1. Clear evidence of unacceptable academic performance;
2. Financial mismanagement;
3. Violations of law; and/or
4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance no non-performance of the School over the term of the Agreement or the three most recent years' of operation.