This **CHARTER** is entered into by and between <u>ST. ALOYSIUS</u> ("**Sponsor**") and Northwest Ohio Classical Academy ("**School Governing Authority**"), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 5025 Glendale Avenue, Toledo, OH 43614 ("**School**") in Lucas County, Ohio; and

WHEREAS, the School is located in the Toledo, OH (school district); and

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

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

# ARTICLE I

#### **Purpose**

- 1.1 <u>Purpose</u>. This Charter authorizes the operation of the School pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the School Governing Authority may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The School Governing Authority covenants and agrees to Sections 1.2 through 1.3 below.
- 1.2 <u>Non-Profit Corporation</u>. The School is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The School Governing Authority shall maintain in good standing the School's status as a non-profit corporation. The School Governing Authority shall hold all rights to the name of the School and any trade names or fictitious names.
- 1.3 <u>Public Benefit Corporation</u>. The School Governing Authority must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as <u>Attachment 1.3</u> are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in

writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation in the 2019-2020 school year and later, no later than December 31, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within seven (7) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within seven (7) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

- 1.4 **Sponsor**. The **Sponsor** shall carry out the responsibilities established by law, including:
  - (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
    - (i) Conduct site visits to the **School** as necessary, but at least twice annually and three (3) months apart while classes are in session; and
    - (ii) Report on an annual basis the results of the site visits to the Ohio Department of Education and to the parents of students enrolled in the community school; and
  - (b) Monitor and evaluate the academic performance and the organization of the School as delineated in Attachment 6.4, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Ohio Department of Education on at least an annual basis and provide the School and School Governing Authority with an annual report;
  - (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See* 2.7 below); and
  - (d) If necessary and appropriate, declare the School Governing Authority to be on probation pursuant to R.C. 3314.073. The Sponsor shall monitor the actions taken by the School Governing Authority to remedy the conditions that have warranted probationary status as specified by the Sponsor. Provided prior written notice is delivered to all members of the School Governing Authority, the Sponsor may take over the operation of the School, and also replace the entire School Governing Authority, or any member of the School Governing Authority, should the School Governing Authority or any officer of the School, if the School Governing Authority or its officer(s) (a) fully resigns or a majority of its

members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

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

#### **ARTICLE II**

#### **School Governing Authority**

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

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing (members, Directors or trustees of the Board) including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within seven (7) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the School Governing Authority's approved policy.

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** prior to May 31<sup>st</sup>.

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

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

- 2.2 Training of Governing Authority Members. All new School Governing Authority members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, which training shall be free of charge and offered in such a manner that the member may participate remotely, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the School Governing Authority. The Sponsor reserves the right to require additional training of any School Governing Authority member(s) at the Sponsor's discretion (provided training is offered by the Sponsor free of charge). If additional training is required, the training will be presented at the board meetings or by web-ex with advance notice provided to all **School Governing Authority** members. If the training is provided by web-ex, the School Governing Authority members will have thirty (30) days to view the training.
- 2.3 <u>Criminal Background Checks of Governing Authority Members</u>. Under R.C. 3314.19(I), all School Governing Authority members are required to obtain a criminal background check free of disqualifying offenses, including both a BCI and a FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the School Governing Authority member being appointed to the School Governing Authority. A potential School Governing Authority member shall not serve on the School Governing Authority unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCI and FBI

check has been submitted to the **Sponsor**. The **Sponsor** shall approve the potential **School Governing Authority** member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address. Sponsor agrees to maintain the confidentiality of background checks of current or prospective Governing Authority members that are provided to the Sponsor.

- 2.4 <u>Material Adverse Effect</u>. The School Governing Authority shall deliver written notice to the Sponsor promptly upon obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the School including, but not limited to:
  - (a) Any material breach of any covenant or agreement contained in this Charter, or
  - (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
  - (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or
  - (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or directly affecting the School Governing Authority or any property thereof (collectively "Proceedings") not previously disclosed in writing by the School Governing Authority; or
  - (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject.

Written notice of any of the above must be submitted to the **Sponsor** no later than seven (7) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent promptly upon request by the **Sponsor**.

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

- (a) Opening Assurances site visits at least ten (10) days prior to the first day of school for student instruction and compliance site visits at least two (2) times per year and at times thereafter as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance in a compliance binder which shall be readily accessible at all times.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the School to the Sponsor by email to <u>financials@charterschoolspec.com</u> no later than the 15<sup>th</sup> of <u>every</u> month for the previous month's financial activity. The Sponsor shall provide a written report concerning the review of the financials to the Governing Authority and the fiscal officer within ten (10) days after receipt of the documents. The reports submitted may be in a format determined by the School Governing Authority, but must include:
  - (i) <u>Cash Fund Report</u> a listing of all funds used showing the month's and year's activity and balances; and
  - (ii) <u>Revenue Summary</u> a listing of all revenue received for the month and for the year; and
  - (iii) <u>Statement of Net Position or Balance Sheet</u> statement showing assets, liabilities and net assets, in balance sheet form; and
  - (iv) <u>Statement of Revenues, Expenses and Changes in Net</u> <u>Position or Income Statement</u> – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
  - (v) <u>Check Register</u> a listing of all checks for the month; and
  - (vi) <u>Cash Reconciliation</u> a book to bank reconciliation of all cash accounts with copies of bank statements; and
  - (vii) <u>Aged Accounts Payable Detail</u> a listing of all outstanding accounts payable aged in 30 day increments; and
  - (viii) <u>Enrollment Records</u> in the form of monthly FTEs; and
  - (viv) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

Fiscal Officers and the **School Governing Authority** will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. If the **Sponsor** does not receive the correct data within a reasonable amount of time under the circumstances, the **School Governing Authority** may be placed on probation under section 11.9 of this Charter until all required information is received; and

- (c) Signature on this document shall be evidence of granting "read only" access to the Sponsor to all data and data systems related to the academic, fiscal, and compliance performance of the School.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) Sponsor representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the School Governing Authority so that the Sponsor may be discussed or to avoid inadvertent waiver of attorney client privilege. When any Sponsor representative is included in an executive session, he/she will abide by all applicable confidentiality rules.
- (f) If the School receives comments or findings in its annual audit, the School Governing Authority shall have a post-audit conference. The School Governing Authority shall consult with the Sponsor prior to waiving the post-audit conference. The Sponsor shall participate in the post-audit conference even if the School Governing Authority chooses to waive the conference.
- 2.6 <u>Technical Assistance and Training by Sponsor.</u> The Sponsor and or the Ohio Department of Education may provide technical assistance and training to the School and its staff at such times and to the extent that the Sponsor and the Ohio Department of Education deems appropriate or as the then current law requires. As required by law, the School, School Employees and School Governing Authority shall attend training and receive technical assistance at the direction of the Sponsor or the Ohio Department of Education. The School Governing Authority has the right to request and the Sponsor shall provide reasonable technical assistance or additional training in areas in which the Sponsor has knowledge provided the technical assistance is not the responsibility of the School Governing Authority's third party vendors.
- 2.7 <u>Governing Authority Contracts.</u> If the School Governing Authority contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the school has contracted.

- 2.8 <u>Internal Financial Controls.</u> The School Governing Authority shall submit copies of all policies and procedures regarding internal financial controls, including the School's credit card policy, adopted and include them as <u>Attachment 2.8</u> in this charter agreement.
- 2.9 **Public Records and Open Meetings Training**. The School Governing Authority members, the designated fiscal officer of the School, the chief administrative officer and other administrative employees of the School, and all persons contracted by the School's operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

# **ARTICLE III**

# **Operations**

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

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

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the **School's** independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within three (3) business days of execution. This contract shall be incorporated as **Attachment 3.2**.

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

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

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

The **School Governing Authority** shall evaluate the performance of its management company. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by October 30<sup>th</sup> of each year excluding the first year of operation or within forty-five days after the release of the local report card by the Ohio Department of Education, whichever is later.

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

every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

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

If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the **School** is located. Preference may also be given to eligible siblings of

students attending the **School** the previous year and children of full-time staff members employed by the **School**, provided the total number of children of staff members receiving this preference is less than five percent of the **School's** total enrollment. The lottery may be conducted by the **Sponsor**.

- (c) The School Governing Authority shall adopt a policy regarding the admission of students residing outside the district in which the School is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:
  - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
  - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
  - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on the **School's** local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance and/or the Early Entrance Student Acceleration Policy for Advanced Learners as applicable.
- 3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.
- 3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).
- 3.10 <u>Attendance Policy</u>. The School Governing Authority must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School and School Governing Authority shall ensure all attendance and participation policies will be available for public inspection and that all policies comply with rule and law applicable to truancy and excessive absences. The School's attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the Sponsor to the extent permitted under and in accordance with the "Family Educational Rights and

Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

- 3.11 Suspension and Expulsion Policies. The School Governing Authority shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The School's practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the School must also maintain a policy for the discipline of students receiving special education services. Additionally, the School shall not suspend, expel or remove a student from the School under section 3313.66 of the Revised Code solely on the basis of the student's absences from school without legitimate excuse.
- 3.12 <u>Students with Disabilities</u>. Upon admission or identification of any disabled student, the School will comply with all federal and state laws regarding the education of students with disabilities. The School shall provide all necessary related services or the School Governing Authority may contract for related services. The School Governing Authority's plan to provide these services is included in <u>Attachment 3.12</u>.
- 3.13 School Closure or Reconstruction. The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, at its sole discretion, operate the School in the event the School Governing Authority fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided prior written notice is delivered to all members of the School Governing Authority or any officer of the School, if the School Governing Authority or any officer of the School, if the School Governing Authority or its officer(s) (a) fully resigns or a majority of its members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the School and/or its students. Provided however, the Sponsor may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools**. The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet or computer based community schools).
- 3.15 <u>Community School Bond</u>. No School shall initiate operation after February 1, 2016, unless the School Governing Authority has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the School Governing Authority, the Sponsor or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash

deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

3.16 Enrollment and Residency Policy. The School Governing Authority must adopt an Enrollment and Residency Policy in accordance with sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code. The School shall annually submit to the Ohio Department of Education and auditor of state a report of each instance under which a student who is enrolled in the School resides in a children's residential center as defined under R.C. <u>5103.05</u>.

#### **ARTICLE IV**

#### **Compliance With Laws**

4.1 Compliance with State Laws. The School shall comply with the following sections of the Ohio Revised Code as applicable to the School's operations: 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse - missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 311.29 (Authority for the county sheriff to contract with a community school for police services), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.07 (Requirement to report financial information to the State Board in the same manner as school districts), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments - intervention services), 3301.0723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time spent on assessments), 3301.52 to 3301.059 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.13 (Reading achievement improvement plan requirements), 3302.16 to 3302.18 (Authority for establishment of community learning centers at schools), 3302.20 (Financial reporting requirements), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests - statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.602 (Veteran's Day Observance), 3313.608

(Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6021 and 3313.6023 (Requirements to provide instruction in CPR and use of AED), 3313.611 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (Immunization of pupils - immunization records - annual summary), 3313.671 (Proof of required immunizations - exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children - exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Requirements related to care of students with diabetes), 3313.7113 (Procurement of inhalers for board), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children - fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.101 (Suspension of employee pending criminal action), 3314.103 (Termination of contract prior to termination of annual session), 3314.18 (Breakfast and lunch programs - summer extension), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3314.402 (Application of collective bargaining agreement), 3314.403 (False report of employee misconduct prohibited), 3314.44 (Collection and transmittal of school records after closing), 3317.161 (Approval of career-technical education programs), 3319.073 (Inservice training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), , 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.58 (Retesting teachers in low performance schools), 3321.041 (Excused absences for

certain extracurricular activities), 3321.01 (Compulsory school age - requirements for admission to kindergarten or first grade - pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school - forms), 3321.14 (Attendance officer - pupil-personnel workers), 3321.17 (Attendance officer and assistants - powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy - failure of parent, guardian or responsible person to cause child's attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3323.19 (Comprehensive eye examination), 3327.01, 3327.02 and 3327.09 (Student transportation), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.31 (Rules for determining student residency), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Notice of expulsion of student), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3323 (Special Education), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4117 (Collective Bargaining Law), 4123 (Workers' Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

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

The **School** shall comply with R.C. 3313.614 (Testing requirements for fulfilling curriculum requirement for diploma), and with R.C. 3313.61 (Diploma or honors diploma) and 3313.611 (Standards for awarding high school credit equivalent to credit for completion of high school academic and vocational education courses) except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum adopted by the governing authority of the community school rather than the curriculum

specified in R.C. Title XXXIII or any rules of the state board of education. Beginning with students who enter the ninth grade for the first time on or after July 1, 2010, the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C), unless the person qualifies under R.C. 3313.603(D) or (F). Each **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the State Board of Education under R.C. 3313.603(J).

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

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

4.2 <u>Compliance with Other Laws</u>. The School and the School Governing Authority may not carry out any act or insure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law and this Charter. The School and the School Governing Authority are not exempt from federal laws, rules and regulations, or other Ohio laws granting rights to parents as provided under R.C. 3314.04.

# ARTICLE V

#### **Facilities**

5.1 Location of Facility. The facility to be used for the School will be maintained at 5025 Glendale Avenue, Toledo, OH 43614. If multiple facilities are used, the School Governing Authority shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the Sponsor within seven (7) business days of its execution and shall be incorporated into this charter as <u>Attachment 5.1(a)</u>. If the facility has been or will be purchased by the School Governing Authority, a copy of the contract of sale and related documents must be provided to the Sponsor within seven (7) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the Sponsor. Any lease or sub-lease of the facility by any party, including the management company, must be documented in writing.

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

(a) a detailed description of each facility used for instructional purposes; and

(b) the annual costs associated with leasing each facility that are paid by or on behalf of the school; and

(c) the annual mortgage principal and interest payments that are paid by the school; and

(d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

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

- 5.2 <u>**Tax Exempt Status</u>**. Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.</u>
- 5.3 <u>Compliance with Health and Safety Standards</u>. Any facility used by the School Governing Authority for or by the School shall meet all health and safety standards established by law for community school buildings. The School shall not begin operations either at start up or after any structural change requiring permits until such time as the Sponsor has viewed all health and safety permits and permission to open has been granted as required by law. Sponsor shall have seven (7) business days to review the health and safety permits from the date the School Governing Authority notifies the Sponsor that such permits are available for review. Facilities will be maintained in a clean, healthy manner to the satisfaction of the proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the Sponsor. The School must keep all permits, inspections and/or certifications current and compliant.
- 5.4 <u>**Closure of School.</u>** If the **School** should close for any reason, the **School Governing Authority**, to the extent that the **School Governing Authority** owns the facility, is solely responsible for the sale, lease or other distribution of the facility.</u>

# **ARTICLE VI**

#### **Educational Program**

6.1 <u>Number of Students</u>. The School will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a) and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades kindergarten through ninth grade

(K-9), and ages five (5) through sixteen (16). The **School** shall provide the education plan template as provided by the **Sponsor** as <u>Attachment 6.3</u> for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

- 6.1.1 If the School does not have at least one-hundred (100) students enrolled thirty (30) days prior to the first day of school, the Sponsor shall review the number of students enrolled, the financial and organizational position of the School and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the Sponsor determines that the number of students enrolled and the financial position of the School are not sufficient for the School to remain open for the entire school year, the Sponsor will require a guarantee of funding from the management company or other sources to keep the School in operation for the entire school year. The School will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.
- 6.2 <u>Continuing Operation</u>. The School agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.
- 6.3 Curriculum. For purposes of this Charter, in Attachment 6.3, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The School Governing Authority shall provide a clear mission statement which shall be incorporated into Attachment 6.3. Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the Sponsor in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing** Authority shall pass a resolution outlining in detail the changes made. The School's curriculum must be aligned to Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The School must demonstrate at any given time, and to the Sponsor's satisfaction, the implementation of the aligned curriculum as stated in this section. Attachment 6.3 encompasses a description of the learning opportunities that will be offered to students including both class-room based and non-classroom-based learning opportunities that is in

compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). <u>Attachment 6.3</u> shall also include an explanation of how the educational program will be implemented within the **School's** facility.

- 6.3.1 The School Governing Authority shall provide the Sponsor with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The School Governing Authority may not change the school calendar or bell schedule without prior approval from the Sponsor and the Ohio Department of Education and if applicable, after consulting with each local traditional school district that transports students to the School, provided the same is required by law or the Ohio Department of Education. Any changes made without this approval may result in a corrective action plan.
- 6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.
- 6.4 <u>Accountability Standards</u>. The School's academic(s) and non-academic goals shall be reflected in the School's School Improvement Plan approved by the School Governing Authority. During the first year a School enters into sponsorship with St. Aloysius, the School shall establish two academic and one non-academic goal that are intended to impact grade card performance and align to grade card components by October 15<sup>th</sup>. The School and School Governing Authority are subject to interventions as detailed in the accountability <u>Attachment 6.4</u>.
- Assessments and Performance Standards. The performance standards (requirements) 6.5 and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the Sponsor. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the School must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30<sup>th</sup> of each school year. In addition to the required testing, the School must assess and keep benchmarks related to interim progress if required by the Ohio Department of Education. The School must report the benchmarks required by ODE to the Sponsor. All assessments

required by the **Sponsor** are identified in <u>Attachment 6.5</u>. The **School** and **School Governing Authority** shall also comply with all applicable provisions of ESSA.

6.6 <u>High School Diplomas</u>. If the School is a high school awarding a diploma, the School shall comply with sections 3313.603, 3313.6013, 3313.61,3313.611, 3313.614, 3313.615, 3313.618, 3301.0710, 3301.0711, and 3301.0712of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the School shall make available to the Sponsor upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other School Governing Authority requirements. Within ten (10) days of any graduation, the School shall provide electronically to the Sponsor a list of all graduates and copies of each graduate's diploma and transcripts

# ARTICLE VII

#### **Reporting**

- 7.1 <u>Annual Report</u>. The School Governing Authority shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the Sponsor and to the parents of all students enrolled in the School, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating and value added rating. The Annual Report shall include a statement from the Sponsor, its activities and standards.
- 7.2 <u>**Reports to Sponsor</u>**. The School Governing Authority shall timely comply with all reasonable requests for information from the Sponsor, including the School financial reports required in Section 2.5 of this Charter.</u>
- 7.3 <u>Site Visits</u>. The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such other site visits or other impromptu visits as the **Sponsor** reasonably deems advisable or necessary.

# ARTICLE VIII

#### **Employees**

8.1 <u>Employment of Teachers</u>. At least one (1) full-time classroom teacher or two (2) parttime classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon request, the School shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1 based on the State Operating Standard 3301.35.05(A)(3). The **School** may also employ non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff as <u>Attachment 8.1</u>.

- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter. Prior to opening day, the **School** will provide the **Sponsor** with: 1) proof of Ohio licensure/certification in represented field, 2) reasonable number of personnel to support the anticipated enrollment on the first day of school, and 3) credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator.
- 8.1.2 Each classroom teacher initially hired by the **School** on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- 8.1.3 Per R.C. 3319.58(C), beginning with the 2015-2016 school year, if the **School** is ranked in the lowest ten percent of all public school buildings according to performance index score, the **School Governing Authority** shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.
- 8.2 <u>Staff Evaluation.</u> Each School must use the OTES or OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A School Governing Authority member or designee and/or regional manager of the management

company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.

- 8.3 **Dismissal of Employees**. Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The dismissal procedures for staff and the plan for disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in **Attachment 8.3**.
- 8.4 **Employee Benefits**. The **School** will provide to all full-time employees health and other benefits as set out in <u>Attachment 8.4</u>. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes <u>Attachment 8.4</u> to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** or its designee shall establish and/or update an employee handbook prior to the first day of school each year.
- 8.5 Criminal Background Check. The School Governing Authority must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the School for employment, in any position as may be required by R.C. 3319.39. The School Governing Authority hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the Sponsor. The Sponsor agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

All vendors and contractors of any kind shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D) and 3314.41.

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

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

# ARTICLE IX

#### **Finance**

- 9.1 Financial Records. The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The Sponsor shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the School Governing Authority, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 <u>Fiscal Officer</u>. The School Governing Authority shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the School Governing Authority under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the School Governing Authority. This resolution must be passed by the School Governing Authority each and every year. The School Governing Authority must submit the resolution to the Sponsor for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the School, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.
  - 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the School Governing Authority is required to verify that the person does not appear in this database.
  - 9.2.2 By the end of the first year of the Charter, the **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.
- 9.3 **Fiscal Bond**. Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 <u>Budget</u>. A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as <u>Attachment 9.4</u>. Each year, the School Governing Authority, with the assistance of the School's designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of

Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.

- 9.5 <u>Borrowing Money</u>. The School Governing Authority may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School Governing Authority may issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within seven (7) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 Payment to Sponsor for Oversight. For and in consideration of Three percent (3%) of all funds received by the School from the State of Ohio, the Sponsor shall provide the monitoring, oversight and technical assistance as required by law. Prior to billing for sponsorship services each month, the **Sponsor** shall review the Community School Settlement Report and make adjustments to its billing as necessary to prevent any overpayment of sponsorship fees. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the Sponsor, and the School Governing Authority agrees to sign documentation necessary to accomplish the same. Payments may also be made as a monthly automatic transfer from the state support payment as allowable. Failure to pay the required payment to the **Sponsor** for oversight by the later of the 30<sup>th</sup> of every month or within ten (10) business days of the School Governing Authority receiving funds from the State of Ohio, may result in the Sponsor placing the School on probation, suspension or termination as prescribed in sections 11.9 thru 11.11 of this Charter. If the School Governing Authority is required to repay funds received by the School from the State of Ohio due to an FTE adjustment or other obligation, then the Sponsor shall repay the School Governing Authority the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or the Auditor of State.
- 9.7 **Fiscal Year**. The fiscal year for the **School** shall be July 1 to June 30.

# ARTICLE X

#### **Insurance/Indemnification**

10.1 <u>Liability Insurance</u>. Commercial general liability insurance at all times will be maintained by the School Governing Authority in amounts not less than one million

dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor**, <u>its Board, Executive Director, employees</u>, and Charter School Specialists as additional insureds, not just certificate holders. The School Governing Authority shall also maintain directors and officers liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The School Governing Authority must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

- 10.2 <u>Indemnification</u>. The School Governing Authority and School shall defend, indemnify, save and hold harmless the Sponsor and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
  - (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
  - (b) An action or omission by the School Governing Authority and/or School or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;
  - (c) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter by the School Governing Authority; (2) any breach or any failure of the School Governing Authority to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the School Governing Authority, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the School Governing Authority or to third parties on account of the School and/or School Governing Authority; and
  - (d) As to the indemnification and hold harmless, but not the duty to defend, any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** if

the legal proceeding or action is found to be without merit, or is dismissed, and the right to appeal such judgment or order has been exhausted or has expired.

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

# ARTICLE XI

# **General Provisions**

- 11.1 <u>Charter Authorization</u>. Before executing this Charter, the School Governing Authority shall employ an attorney, who shall be independent from the Sponsor or operator, to review and negotiate the agreement per R.C. 3314.036. The School Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15<sup>th</sup> of the year in which the School intends to open. For renewal schools, this resolution must be passed by June 1<sup>st</sup> of the year in which the charter ends.
- 11.2 <u>Termination and Cancellation of Contracts</u>. Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30<sup>th</sup>, or upon termination of this Charter.
- 11.3 Access to Records. The School and Sponsor agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Rights and Privacy Act ("FERPA") and 34 CFR Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the School agrees to grant to Sponsor's employees Full and Complete Access as defined hereinafter to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including educational management companies) that is reportable to the Ohio Department of Education or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the School and the School or its agent(s) including (education

management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

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

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

- 11.4 <u>General Acknowledgements</u>. The School Governing Authority specifically recognizes and acknowledges the following:
  - (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
  - (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
  - (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
  - (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
  - (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
  - (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127<sup>th</sup> General Assembly for the period of that law's duration.

- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or Sponsor's designee has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the Sponsor's designee access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the School closes, the operator or chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the School and transmit these records to each student's district of residence within seven (7) business days of the School closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).
- 11.5 **Dispute Resolution**. The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.
- 11.6 <u>Term</u>. This Charter shall be for a term of six years commencing on July 1, 2019 and will automatically renew for one (1) year terms through June 30, 2025 due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the 2024-2025 school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**.
- 11.7 <u>Contract Performance Measures.</u> Each School will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new School, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the Sponsor from evaluating and closing the School for non-performance under these measures.

(a) Within the term of this charter, the **School** may be permanently closed if the Ohio Department of Education determine that the condition(s) outlined in ORC 3314.35 have been met;

(b) If the **School** receives a grade of C or higher in at least one (1) applicable grade card component for the most recent school year or meets the criteria in (x) listed below, the **School** shall be eligible to be considered for renewal. After

consideration, if the **Sponsor** renews the **School**, the term of the new contract shall not exceed three (3) years;

(c) If the **School** receives a grade of C or higher in multiple LRC graded measures for the most recent school year or meets the criteria in (x) listed below, the **School** shall be eligible to be considered for renewal. After consideration, if the **Sponsor** renews the **School**, the term of the new contract shall not exceed five (5) years.

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

- (a) The **School's** academic performance as measured by:
  - i) The school report card Performance Index (PI) score and the Indicators Met; and
  - ii) The school report card Progress Measure and value added data collected from standardized assessments selected by the school; and
  - iii) The school report card Gap Closing score; and
  - iv) The school report card K-3 Literacy score (if applicable); and
  - v) The school report card Prepared for Success indicators (if applicable); and
  - vi) The school report card Graduation rates (if applicable); and
  - vii) Student attendance; and
  - viii) Student performance on other valid and reliable assessments; and
  - ix) Adherence to accountability standards as detailed in <u>Attachment</u> 6.4b; and
  - x) An overall report card grade that is greater than or equal to three (3) of the five (5) comparison group schools, consisting of traditional public schools and charter schools with similar student demographics within 5-10 miles of the **School**:
    - a. Reynolds Elementary School
    - b. McKinley Elementary School
    - c. Horizon Science Academy
    - d. Pickett Elementary School
    - e. Academy of Educational Excellence; and
  - xi) Evidence of the **School's** capacity to improve demonstrated by the following:
    - a. Strong leadership; and
    - b. Research based curriculum and instructional tools and resources; and
    - c. Professional development support for staff including coaching and mentoring; and

- d. Multi-tiered intervention and prevention model to support atrisk learners; and
- e. Evidence of a school improvement plan and process that includes the 5-step OIP model
- (b) The **School's** financial viability; and
- (c) The **School's** operational performance.

#### 11.8 Non-renewal of this Charter.

- (a) After the high stakes review, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
  - (i) Failure to meet student performance requirements stated in this Charter;
  - (ii) Failure to meet generally accepted standards fiscal management;
  - (iii) Violation of any provision of this Charter or applicable state or federal law;
  - (iv) Other good cause.

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

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

- 11.9 **Probation**. The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to Sponsor) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **School Governing Authority**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.
- 11.10 Intent to Suspend/Suspension. The Sponsor may suspend operations of the School for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause or if funding to the School Governing Authority should cease under R.C. 263.420, if the Sponsor sends a written notice of intent to suspend explaining the reasons and provides the School Governing Authority with seven (7) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the School Governing Authority fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within seven (7) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.072(E)(1), if the **School Governing Authority** fails to provide a proposal to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30<sup>th</sup>) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

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

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

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

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

- (a) ninety (90) days following the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

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

- 11.12 <u>Compliance with Requests of Sponsor</u>. The School Governing Authority and the School shall timely comply with all reasonable requests of the Sponsor, and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter, provided Notice is completed in accordance with Section 11.15. Timeliness is defined as an answer in writing within seven (7) business days (unless another time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the Sponsor.
- 11.13 <u>Headings</u>. Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.14 <u>Assignments</u>. This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.15 <u>Notice</u>. Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School Governing Authority** President and the attorney for the **School Governing Authority**. If such notice is provided by fax or email, and is received after 5 p.m. local time, it shall be considered to have been received

the next business day. Notice shall not be provided by any electronic means other than by fax or by email to a recipient's valid business (not personal) email address; written notice shall not be made using other electronic means such as text message or social media.

Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.

The **Sponsor** agrees that to the extent that the **School** or **School Governing Authority** is required to provide notice regarding or copies of updated policies or attachments not otherwise requiring a charter modification and the same is disseminated and approved at an open meeting of the **School Governing Authority** at which a **Sponsor** representative is present, **Sponsor** will consider any notice required to be provided to it by the **School** or **School Governing Authority** to have been satisfactorily provided by the **School** or **School Governing Authority**.

- 11.16 <u>Severability</u>. Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.17 <u>Changes or Modifications</u>. This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Mutually agreed-to changes that are not mid-contract term changes shall be based on a goal to improve the academic, financial and operational performance of the School in a commitment to mutual growth and progress. The School Governing Authority acknowledges that the Sponsor is expected to update this Contract mid-term annually to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the School agrees that a mid-contract term modification may be necessary annually. Notifications required by this Charter shall not be considered changes or modifications of this Charter.
- 11.18 <u>Changes in Rule or Law</u>. The School, Sponsor and School Governing Authority shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes
- 11.19 <u>Attachments</u>. All <u>Attachments (1.3-9.4)</u> to this Charter are attached hereto and incorporated by reference into the Charter.

11.20 <u>Sponsor Authority.</u> Sponsor warrants and represents that it is an authorized Sponsor as defined in Chapter 3314 of the R.C. and that it is in good standing with the Ohio Department of Education (ODE). Sponsor agrees to provide the School with a copy of any formal actions issued by the State Board of Education that adversely affect the ability of the Sponsor to sponsor community schools.

[Signatures on Following Page]

(om Executed this <u>May</u> day of <u>May</u> 201**]9** in \_\_\_ Luras. Ohio.

St. Aloysius

1

By: (Name)

enutire lts: sect (Title)

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

School Governing Authority of Northwest Ohio Classical Academy

By: Lee Strang OF Trustees President OF Its:

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



DATE 03/01/2016 DOCUMENT ID DE 201606001766 DO

DESCRIPTION DOMESTIC NONPROFIT CORP - ARTICLES (ARN) FILING EXPED PENALTY CERT COPY 99.00 0.00 0.00 0.00 0.00

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

DAY KETTERER PO BOX 167612 OREGON, OH 43616

# STATE OF OHIO CERTIFICATE

# **Ohio Secretary of State, Jon Husted**

3871364

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

NORTHWEST OHIO CLASSICAL ACADEMY

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES Effective Date: 02/29/2016 Document No(s): 201606001766



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 1st day of March, A.D. 2016.

Jon Hustel

**Ohio Secretary of State** 



Form 532B Prescribed by: JON HUSTED Ohio Secretary of State

Central Ohio: (614) 466-3910 Toll Free: (877) SOS-FILE (767-3453) www.OhioSecretaryofState.gov Busserv@OhioSecretaryofState.gov Date Electronically Filed: 2/29/2016

## Initial Articles of Incorporation (Nonprofit, Domestic Corporation) Filing Fee: \$99 (114-ARN)

First:	Name of Corporation	Jorthwest Ohio Classical Academy					
Second:	Location of Principal office in Ohio	BOWLING GREENOHIOCityStateWOODCounty					
Effective Date ( <b>Optional)</b>	2/29/2016(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)						
Third:	Purpose for which corporatio						
sufficient to ob	tain state or federal tax exemp nonprofit corporation secures	cretary of State does not grant tax exempt status. Filing with our office is not otions. Contact the Ohio Department of Taxation and the Internal Revenue Service is the proper state and federal tax exemptions. These agencies may require that a					

\*\*Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

	ORIGINAL APPOINTMENT OF STATUTORY AGENT			
The undersigned, being at least a majority of the incorporators of Northwest Ohio Classical Academy				
	following to be statutory agent upon whom any process, notice or demand required or permitted by I upon the corporation may be served. The complete address of the agent is			
ALBIN BAUE	R II, ESQ.			
Name				
PO BOX 16761				
Mailing Addres	is			
OREGON	OHIO 43616			
City	State Zip Code			
Must be signed by t	he was a second and a second and a second a s			
Incorporators or a	ALBIN BAUER, II Signature			
majority of the incorporators	Signature			
-				
	Signature			
	Signature			
	Signature			
	ACCEPTANCE OF APPOINTMENT			
The Undersigned,	, named herein as the			
	ALBIN BAUER II, ESQ.			
	Statutory Agent Name			
Statutory agent for	Northwest Ohio Classical Academy			
	Corporation Name			
hereby acknowledge	es and accepts the appointment of statutory agent for said corporation.			
, ,				
Statutory Agent Sigi	nature ALBIN BAUER, II			
	Individual Agent's Signature / Signature on behalf of Business Serving as Agent			

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

#### Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

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

Ву		
Print Name	 	 

Signature

ALBIN BAUER, II

Signature

By

Print Name

Signature

By

Print Name

## EXHIBIT A

## THIRD:

The Corporation is organized exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or any corresponding provisions of an Ohio community school pursuant to Chapter 3314 of the Ohio Revised Code. The Corporation shall be permitted to engaged in any lawful activity that may be conducted by an Ohio nonprofit public benefit corporation that is exempt from federal taxation under 501(c)(3) of the Code or successor provision. The Corporation shall not engage in any activities which are not in furtherance of the charitable and educational purposes set forth in this Article THIRD.

## FOURTH:

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private individuals, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes set forth in Article THIRD above.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, lobbying, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

The Corporation shall not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or corresponding provision of any subsequent Federal tax laws.

Notwithstanding any other provision in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal tax under Code Section 501(c)(3).

## FIFTH:

Upon the dissolution of the Corporation, all of its remaining assets, after payment of or provision for the liabilities of the Corporation, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or successor provision, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

y:\26005 \exhibit a to articles of incorporation.docx[2/19/16:gms]

## AMENDED & RESTATED CODE OF REGULATIONS

#### OF

## NORTHWEST OHIO CLASSICAL ACADEMY AN OHIO NONPROFIT CHARITABLE CORPORATION

## ARTICLE I

## AUTHORITY AND ORGANIZATION

## NAME

1.1 The name of said corporation is the NORTHWEST OHIO CLASSICAL ACADEMY.

## ADDRESS

1.2 The corporation's principal office shall be at its principal place of business.

## CHARITABLE PURPOSES

1.3 The corporation's purpose is to provide classical education to Northwest Ohio. It is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations described in Section 170(b)(1)(A), 170(c), 2055(a), and 2522(a), who qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal tax code.

## NO POLITICAL ACTIVITY

a. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing and distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

## ANNUAL DISTRIBUTIONS

b. The corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

## NO SELF DEALING

c. The corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

## NO EXCESS BUSINESS HOLDINGS

d. The corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

## NO JEOPARDY INVESTMENTS

e. The corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

#### NO TAXABLE EXPENDITURES

f. The corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

### GENERAL POWERS

g. The corporation shall have all the powers allowed to a nonprofit corporation under the law of Ohio to the extent such powers are consistent with the purposes of the corporation.

### CONFLICT OF INTEREST

h. The corporation shall adopt and abide by a conflict of interest policy. The policy will comply with Ohio law and the corporation will require its Trustees to complete an annual disclosure statement.

#### **TRUSTEES**

1.4 The powers of this corporation shall be exercised, its property controlled, and its affairs conducted by a Board of Trustees ("BOARD").

#### INITIAL TRUSTEES

a. The names and addresses of the persons who are the initial Trustees of the corporation are as follows:

CHERYL GARLOW 404 FOREST DRIVE ROSSFORD, OHIO 43460

MATT MELCHOR 4824 LAUREL HILL PLACE TOLEDO, OHIO 43614

JANET RAGAN 2359 DENSMORE DRIVE TOLEDO, OHIO 43606

ANNA WOYCIK 2965 MATTHEW CIRCLE MONCLOVA, OHIO 43542 ANDY LENOARD 4814 LAUREL HILL PLACE TOLEDO, OHIO 43614

ROBERT J. PRUGER 1132 CLARK STREET BOWLING GREEN, OHIO 43402

KATHLEEN SALLAH 5421 WEST CASTLE DRIVE #4 TOLEDO, OHIO 43615

TRUSTEES AS MEMBERS

1.5 There shall be no members of the Corporation. The Board of Trustees shall, for purposes of any statute or rule of law relating to Ohio non-profit corporations, act as the members of the Corporation, and shall have all the rights and privileges of members as permitted by the Ohio Non-Profit Corporation Code Chapter 1702, as amended; provided, however, that the provisions governing meetings of Trustees set forth herein shall also apply to the meetings of Trustees when acting as members of the Corporation. The Board of Trustees is self-perpetuating.

## <u>VOTING</u>

a. Each Trustee of the corporation shall be entitled to one vote on each matter properly submitted to the BOARD for its vote, consent, waiver, release or other action. Voting at elections and votes on other matters must be in person. No Trustee may vote or act by proxy.

## NO BENEFICIAL INTEREST

b. Trustees of the corporation shall have no right, title, or interest whatsoever in its income, property, or assets, nor shall any portion of such income, property, or assets be distributed to any Trustee on the dissolution or winding up of the corporation.

## NO PERSONAL LIABILITY

c. Trustees of the corporation shall not be personally liable for the debts, liabilities, or obligations of the corporation, and shall not be subject to any assessments.

## TAX STATUS

1.6 Notwithstanding any other provision of the Articles of Incorporation ("ARTICLES") or the Code of Regulations ("REGULATIONS"), the corporation shall not carry on any other activities not permitted to be carried on:

## BY EXEMPT ORGANIZATIONS

a. by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code, or

## FOR DEDUCTIBLE CONTRIBUTIONS

b. by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

## DUTIES OF TRUSTEES AND OFFICERS

1.7 A Trustee or officer shall perform all duties as such in good faith, in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

## **RELIANCE ON INFORMATION**

a. A Trustee or officer may rely on information, opinions, and reports prepared by others reasonably believed to be reliable and competent in the matters prepared or presented.

## LIMITATION OF LIABILITY

b. To the fullest extent permitted by law a Trustee or officer shall not be liable for any judgments, decrees, fines, penalties, amounts paid in settlement, and other liabilities for any act Trustee takes or fails to take as a Trustee or officer of the corporation, unless it is proved, by clear and convincing evidence, in a court with jurisdiction, that the act or omission of the Trustee or officer was one undertaken with a deliberate intent to cause injury to the corporation or was one undertaken with reckless disregard for the best interests of the corporation.

## INDEMNIFICATION

c. To the fullest extent permitted by law, each Trustee and officer of the corporation shall be indemnified and held harmless by the corporation from and against any and all losses, claims, damage, liabilities, expenses (including attorney's fees), judgements, fines, settlements and other amounts reasonably incurred by Trustee arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative in which Trustee may be involved or threatened to be involved by reason of Trustee's management of the affairs of the corporation or his or her status as an officer or Trustee of the corporation or a similar capacity in another entity at the request of the corporation whether or not he or she is a Trustee or officer of the corporation or continues in a similar capacity in such other entity at the time of incurring such loss, cost and expense.

## PAYMENT OF COSTS

d. To the fullest extent permitted by law, all costs and expense incurred by a Trustee or officer in defending any claim, demand, action, suit or proceeding shall be paid by the corporation as they are incurred prior to the final disposition of the action, suit or proceeding subject to repayment of such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that Trustee's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

## **OTHER RIGHTS**

e. The corporation shall purchase directors and officers liability insurance sufficient to ensure indemnification and payment of costs.

This indemnification shall not be exclusive of any other rights which any Trustee or officer may be entitled to as a matter of law.

The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or plea of guilty or nolo contendere shall not create a presumption that such person did not meet the standards of conduct set forth in this Article.

The indemnification provided by this Article shall not be deemed exclusive of, or in any way to limit, any other rights to which any person eligible for indemnification may be or may become entitled as a matter of law, or pursuant to the Articles of Incorporation, the Code of Regulations, agreements, insurance coverage, or otherwise. The indemnification provided by this Article shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

Irrespective of the provisions of this Article, the Board of Trustees at any time or from time to time, may approve the indemnification of Trustees and officers or other persons to the full extent permitted by the provisions of the Ohio General Non-Profit Corporation law at the time in effect, whether on account of past or future transactions.

The extension of rights of indemnification hereunder by liberalization of any existing law of the State of Ohio shall not be construed as limiting any right of indemnification of any Trustee or officer which has accrued under an existing law. It is the intention of this provision that any liberalization of the law of the State of Ohio shall inure to the benefit of Trustees and officers entitled to indemnification. No change in the law of Ohio decreasing the rights of indemnification shall be deemed to derogate from or decrease any right of indemnification which shall have accrued or vested prior to the change in such law.

If any part of this Article shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and the effect of the remaining provisions of this Article shall not be affected.

### **DISSOLUTION OF CORPORATION**

1.8 On the dissolution of the corporation, all assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Trustees, officers or other private persons.

## ARTICLE II

#### BOARD OF TRUSTEES

#### **MANAGEMENT**

2.1 To the fullest extent permitted by law, the ARTICLES and the REGULATIONS, the BOARD shall constitute the governing body of the corporation and except as otherwise required by law, the ARTICLES or the REGULATIONS, all of the authority of the corporation in its affairs shall be managed by the BOARD.

#### QUALIFICATION

2.2 Natural persons and other entities may be approved as trustees by a majority of the BOARD.

#### NUMBER FIXED BY BOARD

2.3 Until changed in accordance with the provisions of the REGULATIONS, the number of Trustees shall not be less than five (5) nor more than eleven (11) with the exact number to be determined from time to time by the BOARD. The Board shall endeavor (but is not required) to have an odd number of Trustees.

## ELECTION OF TRUSTEES

2.4 Trustees shall be elected at the annual meeting of BOARD, and when the annual meeting is not held or Trustees are not elected thereat, they may be elected at a special meeting called and held for that purpose.

## TERM OF TRUSTEES

2.5 The normal term of a Trustee shall be for three (3) years commencing in June of a given year. In order to provide continuity in the membership of the BOARD, the policy shall be to elect Trustees for staggered terms with initial terms and vacancies to be filled for unexpired terms in order to accomplish this purpose. Trustees whose terms have expired but whose successors have not been elected and qualified shall continue to hold office beyond the expiration date of their term until their successors are elected and qualified. The Board of Trustees shall at its inaugural meeting designate each initial Trustee's term as either one (1), two (2) or three (3) years so that there is an approximately equal number of Trustees whose term expires in each year. Subsequent to the initial election all Trustee terms shall be for three (3) years.

## VACANCIES

2.6 In the event of the death, removal, or resignation of a Trustee, the remaining Trustees by the vote of a majority of their number may fill the vacancy created in the BOARD for the unexpired term. In the event the BOARD increases the number of Trustees but fails at the meeting at which such increase is authorized or at an adjournment thereof to elect the additional Trustees provided for, or in the event the Trustees fail at any time to elect the whole authorized number of Trustees a vacancy shall exist until the BOARD fills the vacancy. A Trustee may be removed by a two-thirds majority of all remaining attending Trustees, at which a quorum is present, when in the BOARD'S judgement such removal is in the best interest of the corporation.

## **BY-LAWS**

2.7 For the governance of its action, the BOARD may amend or adopt amended By-laws consistent with the ARTICLES and REGULATIONS.

## APPOINTMENT OF OFFICERS

2.8 Without limitation upon the generality of the powers conferred on the BOARD, the BOARD shall have the power to fix, define, and limit the powers and duties of all officers of the corporation, to appoint and at their discretion with or without cause to remove or suspend such officers, and to fix and determine all salaries or compensation of all officers.

## **COMMITTEES**

2.9 The BOARD may provide for such standing or special committees as they deem desirable and may discontinue any of them at their pleasure. At the BOARD'S discretion, any standing or select committee may include individuals who are not Trustees. Each such committee shall have such powers and perform such duties, not inconsistent with law, the ARTICLES or the REGULATIONS, as may be delegated to it by the BOARD. Vacancies in such committees shall be filled by the BOARD or as the BOARD may otherwise provide.

#### ARTICLE III

## MEETINGS OF THE TRUSTEES

### ANNUAL MEETING

3.1 The annual meeting of the BOARD of this corporation shall be held as provided by resolution of the BOARD. Until changed such meeting shall be held on a date fixed by the BOARD. The purpose of the annual meeting shall be (among other things) to elect Trustee(s) or re-elect current Trustee(s) whose term expired or is expiring in the current calendar year.

## SPECIAL AND REGULAR MEETINGS

3.2 Special meetings of the Trustees may be called at any time by the President of the BOARD, or in his absence a Vice-President, the Trustees by action at a meeting, or a majority of all Trustees acting without a meeting. The corporation shall endeavor to hold ten (10) regular meetings a year (including its annual meeting). Either at the discretion of the President or by majority resolution of the BOARD, the corporation may hold less than ten (10) meetings per year. All meetings shall comply with applicable notice requirements of this CODE OF REGULATIONS and Ohio's Open Meetings Law, Ohio Rev. Code 121.22. Notwithstanding anything to the contrary in this CODE OF REGULATIONS, no group of Trustees which consist of a majority of the BOARD, including committees, shall meet in a prearranged manner to discuss public school business, without proper notice to the public of a regular or special meeting.

The rules contained in the current edition of Robert's Rules of Order Newly Revised, shall govern the applicable procedure at meetings, as long as such rules are not inconsistent with this CODE OF REGULATIONS, Ohio law, or any special rules the BOARD may adopt.

## AGENDA FOR MEETINGS

3.3 The policy shall be to furnish an agenda for all meetings, in advance, whenever possible but failure to state the purpose of the meeting shall not invalidate the notice.

## LOCATION OF MEETINGS

3.4 Meetings of the BOARD shall be held at the principal office of the corporation or at such other place within or without the State of Ohio as the BOARD may determine from time to time and as shall be designated in the notice of the meeting. While Board Members must be physically present to vote, communication equipment may be used at the meeting to constitute participation in the meeting if all persons participating can communicate with each other.

## NOTICE OF MEETING(S)

3.5 Unless waived, a written notice or electronic notice of any regular meeting, stating the day, hour and place, and the purpose or purposes thereof, shall be served, mailed or emailed to each Trustee of record entitled to vote or entitled to notice, not more than sixty (60) days nor less than five (5) days before the date of the meeting. Notice of any Special Meeting may be made other than by written notice when circumstances dictate and must be given at least twenty-four (24) hours in advance stating the purpose. If notice is mailed or emailed, it shall be directed to a Trustee at his/her address or email address as the same appears on the records of the corporation, respectively. Notice of meetings shall be posted and provided to the public as required by Ohio law.

## RECORD DATE FOR NOTICE

3.6 The record date for determining who are entitled to receive notice of a meeting shall be the date next preceding the day on which notice is given unless the BOARD fixes some other record date but shall not be a date earlier than the date on which the BOARD fixes such record date and shall not be more than 60 days preceding the date of the meeting.

### WAIVER OF NOTICE

3.7 Any Trustee, either before or after any meeting, may waive any notice required to be given by law, the ARTICLES, or REGULATIONS. Attendance by any Trustee whether in person or telephonically and consents to hold a meeting shall be valid for all purposes without call or notice, and at such meeting any action may be taken permitted by law, the ARTICLES or the REGULATIONS.

### <u>QUORUM</u>

3.8 Any number greater than half (1/2) of all Trustees of record (either in person or telephonically) attending any meeting called for any purpose, shall constitute a quorum. At any meeting at which a quorum is present, all questions and business which shall come before the meeting shall be determined by the vote of a majority of those attending.

### MAJORITY VOTE

3.9 A majority of the Trustees present at a meeting at which a quorum is present is the act of the BOARD unless the act of a greater number is required by the ARTICLES or REGULATIONS provided however, a majority of the BOARD shall be required to fill a vacancy for an unexpired term in the BOARD.

## ADJOURNED MEETINGS

3.10 At any meeting, a majority of the Trustees present in person or telephonically may adjourn, from time to time, and from place to place, without notice other than by announcement at the meeting. At any such adjourned meeting, any business may be transacted which might be transacted at the meeting as originally notified or held.

#### RECORD DATE FOR VOTING

3.11 The record date for determining the Trustees who are entitled to vote at a meeting shall be five days prior to the date on which the meeting is fixed to be held unless the BOARD fixes some other record date which shall not be a date earlier than the date on which the BOARD fixes such record date and shall not be more than 60 days prior to the date fixed for the meeting.

#### ACTION WITHOUT MEETING

3.12 Unless otherwise prohibited by law, any action which may be taken at any meeting of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, in writing, signed by at least a majority of Trustees.

## EXPENSE OF MEETINGS

3.13 By resolution of the BOARD expense of attendance, if any, may be allowed for attendance at each regular or special meeting of the BOARD.

## ARTICLE IV

### **OFFICERS**

- 4.1 Officers shall be elected by a majority vote of the BOARD and are: President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the BOARD may from time to time select. Other than the President and Vice President, any two (2) or more of such offices may be held by the same person.
- 4.2 Officers of the corporation shall hold office at the pleasure of the BOARD. The BOARD may remove any officer at any time with or without cause with a majority vote of Trustees attending a meeting in which a quorum is present. A vacancy in any office however created shall be filled by the BOARD.
- 4.3 The President shall preside at all meetings of the BOARD and shall perform duties usually attached to that office and those duties assigned to him by the BOARD.
- 4.4 The Vice-President, Secretary, and Treasurer, shall generally perform all the duties usually performed by such officers of like corporations and such further duties as may from time to time be required of them by the BOARD.
- 4.5 Starting in June 2017, all office positions shall be two-year terms.

## ARTICLE V

## INDEMNIFICATION AND INSURANCE

- 5.1 The corporation may indemnify and hold harmless each employee, volunteer and agent of the corporation, as the BOARD from time to time determines, to the same extent permissible with respect to Trustees and officers by the ARTICLES and REGULATIONS, against all cost and expense reasonably incurred by him, in connection with any action, suit or proceeding, to which he is made a party by reason of his status as such, or having a similar status within the other entity at the request of the corporation, whether or not he is acting in such capacity at the time of incurring such cost and expense.
- 5.2 The corporation may purchase and maintain insurance in such amounts as the BOARD from time to time determine to insure each person acting as Trustee, officer, employee, agent or volunteer, in such capacity against any liability asserted against him, arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under Section 1702.12(E)(1) and (E)(2) of the Revised Code of Ohio.

## ARTICLE VI

## AMENDMENTS

- 6.1 Neither the ARTICLES, nor the REGULATIONS, shall be amended in such a manner that the corporation will cease to be a charitable corporation.
- 6.2 Amendment of the ARTICLES or REGULATIONS shall require the affirmative vote of twothirds (2/3) majority of the Trustees present at a meeting at which a quorum is present.

6.3 Dissolution of the corporation shall require the affirmative vote of two-thirds majority of the Trustees present at a meeting at which a quorum is present.

Unanimously approved by all initial trustees (see above for definition on 1/9/2016).

Amendment approved by all trustees on 5/4/2019.



#### Attachment 2.1 - Governing Authority Roster

Lee J. Strang, Board President 5541 Richfield Center Rd. Berkey, OH 43504 419-829-0951 <u>leestrang2@gmail.com</u>

Janet Ragan, VP 2359 Densmore Dr. Toledo, OH 43606 419-531-4835 ragan.janet@sbcglobal.net

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Cheryl Garlow, Secretary 404 Forest Dr. Rossford, OH 43460 garlow911@yahoo.com 419-265-3358

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# Accounting Policies and Procedures Manual Description of Internal Control Procedures

Rev. April 30, 2019

## **Accounting Policies and Procedures**

## FISCAL MANAGEMENT OVERVIEW

The Fiscal Officer/Finance Department strives to reflect sound economic and accounting policies in the operation of the Schools. The Schools believe that having established procedures and strong internal controls are integral parts of delivering their educational models and achieving their mission of serving the youth.

The following specifically addresses the policies, procedures, and internal control practices the Schools will follow.

## FISCAL MANAGEMENT PROCEDURES

## I. Purchasing

The Fiscal Officer is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when a School Administrator presents a proposal to the Board for approval of a purchase. Once approved by the Board, the order is placed by the School Administrator in collaboration with the Fiscal Officer. This collaborative effort ensures that the Board's requirements regarding that purchase are being met.

## **II. Accounts Payable**

All vendor invoices are received and retained by the Finance Department. Once an invoice is received, it is coded within the accounting system, and placed aside to be paid. Once per week, checks are issued for all invoices received that week.

A weekly check run is approved by the School Treasurer via email. The email includes a listing of the bills to be paid. After approval, bills are then paid via Bill.Com.

No manual checks are issued without the authorization of the Fiscal Officer.

All bank accounts are reconciled on a monthly basis by the Fiscal Officer. The Fiscal Officer then reviews, approves, and signs the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

### III. Travel

Employees and Board Members of the School are entitled to reimbursement of business-related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by Finance Department) and completed with all required information (dates, places, business purpose, and amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to confirm the occurrence of the expense.

### **IV. Cash Receipts**

All checks received by the School are submitted to the Fiscal Officer (or his designee) at the time of receipt. The checks are then marked "for deposit only" and secured in a locked drawer until the deposit is made.

Checking accounts are reconciled monthly in order to keep an accurate record of bank activity.

All cash collections are deposited into the appropriate bank account on a regular basis. The Fiscal Officer then records all deposits to the general ledger.

The majority of cash collections with be received electronically by the School's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

#### V. Accounts Receivable

To the extent required, the Finance Department will provide general invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close the outstanding amount in the accounting system.

## VI. Investments

The School will maintain monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

Note: Initially, the School will not maintain any investments beyond interest-bearing instruments available through its financial institution. At such a time that the school is able to consider a more diverse investment strategy, a Board-Approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.

### VII. Fixed Assets

The School will follow a policy of capitalizing individual assets costing greater than \$5,000.

The School, through the direction of the Fiscal Officer, will use a fixed asset database to maintain a record of all assets meeting the criteria for capitalization and owned by the school.

The database shall include the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database.

## VIII. Grant Programs

All applications for supplemental grant funding through State and/or Federal sources requires approval of the Board.

At the Board's annual meeting, they will authorize the designated administrator to apply for and manage all federal and state grant awards for the year. New awards throughout the fiscal year require additional Board approval before the applications are submitted. Budgets are presented to the School's governing board and then forwarded to the State Department of Education for approval.

The designated CCIP administrator monitors grant award budgets, acts as a control agent, and is responsible for monitoring any specific compliance issues related to the grant.

## IX. Month End Procedures

On a monthly basis, the Fiscal Officer will produce a set of standard financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- State of Changes in Net Assets (Income Statement)
- Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents are presented to the Board for approval at the regularly scheduled meetings.

## **Internal Control Policies and Procedures**

The Finance Department has established the following additional procedures to maintain internal control over the following two areas:

## I. AUDIT

The School will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform their audit in accordance with Generally Accepted Accounting Principles (GAAP), General Accepted Auditing Standards (GAAS). And Government Auditing Standards to determine whether the financial statements fairly present the financial position of the School, whether internal controls over financial reporting have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations.

## II. BUDGET

The School will prepare and adopt an annual budget. The operating budget is prepared under the direction of the Board and the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board, with input from the Fiscal Officer.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Board for approval. Once approved, the change is recorded in the budget and the financial records of the School by the Fiscal Officer. A revised budget is then issued and becomes the operating budget for the School.

At each regular meeting of the Board and upon close of each fiscal year, the Fiscal Officer determines the actual position as compared to the budget and presents the results to the Board.

## **III. CREDIT CARD POLICY**

The purpose of the NOCA credit card is to facilitate small purchases when other means are not practical or efficient. This policy shall govern the appropriate use of the card and accounting for any card activity.

## **GENERAL**

1. The Treasurer will be responsible for the issuance, account monitoring, and retrieval and generally for overseeing compliance with the credit card policy.

2. The Treasurer or an employee designated by the Treasurer may use the credit card, only for goods or services for the official business of the School. Documentation detailing the goods and services purchased must be submitted though the standard requisition process and approved before payment with the card

can occur. The card may only be used to make purchases over the phone or internet. The card is not authorized for use in person by any individual.

3. The Treasurer is responsible for the protection of the credit card and will immediately notify the financial institution issuing the card if the card is lost or stolen. The actual card itself will be secured in a locked safe at all times. Only an image of the card will be maintained to make necessary purchases.

4. The School will use disciplinary measures consistent with current law for any unauthorized use.

5. Any benefits derived from the use of the credit card will be the property of the School.

6. The balance due on the credit card account will be paid within the balance period indicated on the monthly statement. The School accepts full responsibility for the debt incurred on the credit card.

8. The Treasurer must immediately surrender the credit card upon leaving his/her position with the School or Board.

9. A credit card is not the same as a debit card, which is not allowable for use by the School.

#### **CREDIT CARD GUIDELINES**

A credit card will only be issued to the Treasurer by its primary bank. It will be honored for School business by any vendor or merchant who accepts the card. The card has an authorized maximum spending limit of \$2,000.

Purchases made via the credit card must comply with the School's financial policies and purchasing guidelines. This card in no way changes such policies. It simply provides another method for making certain payments.

Violations of this Policy and Guidelines may result in revocation of use privileges and termination of employment. Anyone who has inappropriately used the credit card will be required to reimburse the School for all costs associated with such improper use.

#### CARD USAGE PROCEDURES

All credit card transactions can be performed over the internet, over the phone, or through the mail. The card is not authorized for use in person by any individual. When the credit card is used, the following guidelines shall be used.

- 1. Organize and record all planned card expenditures on the Credit Card Authorization Log and submit it to the Treasurer or his/her designee for review and approval.
- 2. Once approved, proceed with the purchase. Inform the merchant that payment will be made with the School's credit card and that it is a non-taxable purchase. If it is an internet, phone or mail order, give the merchant the card number and expiration date.
- 3. Retain all receipts and credit card slips.

4. Follow established guidelines for approval and payment of the charges in advance of using the card.

#### TAX EXEMPTION

Individuals making the purchase must notify the vendor or merchant that the credit card transaction should be tax exempt, as it is for goods or services to be used by the School. If requested, the standard Ohio Sales Tax Exemption Certificate should be presented to the vendor for audit purposes. **Credit Card Policy – Page Three** 

#### ALLOWABLE CHARGES

In general, the credit card may be used for the following expenses:

- 1. Travel expenses
- 2. Conference registration fees.
- 3. School Materials
- 4. Small Equipment purchases (less than \$500)
- 5. Supplies

The credit card may not be used for personal use, items not covered by the categories listed above, or for non-School use.

#### CREDIT CARD SECURITY

The credit card must be kept in a secure location at all times. The Treasurer will keep a permanent record of the card, the credit limit established, the date issued and the date returned.

The only person entitled to use the credit card is the Treasurer whose name appears on the face of the card or someone authorized by the Treasurer. If the credit card is lost or stolen, the Treasurer and the issuing bank are both to be immediately notified.

#### ACCOUNTING and PAYMENT PROCEDURES

Upon receipt of the credit card statement, the Treasurer or designee is responsible for reviewing the statement for accuracy. This will include reconciling original receipts to the statement transactions, as well as, comparing charges to a credit card authorization log.

The Treasurer or designee will then assign an account code to each charge and record all activity in the School's general ledger on at least a monthly basis. Once recorded, the Treasurer will arrange for payment with its State Fiscal Officer.

The Treasurer must retain the approved credit card statements and accompanying receipts on file in accordance with the School's Record Retention Policy.



Attachment 3.2 - Management Contract

N/A

Northwest Ohio Classical Academy is self-managed and has not engaged a management company for full service school management and operational services.

#### **ATTACHMENT 3.4**

#### **CLOSING PROCEDURES ASSURANCE DOCUMENT**

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

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

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the duties to be undertaken should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, School leader, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for the costs associated with closure.

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

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

School Governing Authority President

Designee

foster

<u>3/7/2019</u> Date

Date

3/6/19 Date



**Attachment 3.7 - Racial and Ethnic Balance Policy** 

#### **RACIAL AND ETHNIC BALANCE**

Plan to Achieve or Continue Racial and Ethnic Balance

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

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

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

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



## Item 426, 427, 438, 440 & 442 – Admissions and Enrollment Policy Date Adopted: Initial Contract and Updated November 13, 2019

## **OPEN ENROLLMENT**

The NOCA Board and Administration shall permit the enrollment of students from any district within the state of Ohio, provided that each enrollment is in accordance with the laws of this State, the provisions of this policy, and the administrative guidelines established to implement this policy. NOCA may also admit out-of-state students, pursuant to its policies.

### **ADMISSION PROCEDURES**

Admission to NOCA is open to any student in grades kindergarten through 9. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. Admission is open to students on a statewide basis. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will admit the number of students that do not exceed the capacity of the School's programs, classes, grade levels or facilities. The School will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. Priority for enrollment shall be given to returning students. Preference may also be given to siblings of students attending the school the previous year and students who are children of full-time staff members employed by the school. The preference provided to children of full-time staff members shall be less than five percent of the school's total enrollment. If on the deadline date for a lottery drawing the number of applicants exceeds the capacity restrictions set for the School's programs, classes, grade levels or facilities, a lottery drawing will be held. Any and all enrollment period(s) will be as stated on the School's website; if enrollment exceeds capacity a lottery will be conducted. The lottery drawing places children in order for possible enrollment into the school. As the School operates and accepts students year round, if other places become available (after the lottery), students are accepted from a prioritized wait list based on the results of the lottery or, if there is no waitlist, then on a first come first serve basis. If a lottery is necessary, it shall take place at a public location. All parents of children selected in the lottery will be notified of the selection by email. Parents will have up to seven (7) days from receipt of the email to contact the School regarding their decision. If a parent does not respond within seven (7) days of receipt of the email, the school will select another child from the lottery. Notwithstanding the above, in the event the racial composition of the enrollment of the School is violation of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

## **PROCESS AND CRITERIA**

In order for a student to be admitted the following must be completed/submitted: the registration form and such other enrollment materials that the School deems necessary; copies of the child's original birth certificate or such alternative set forth below in the Records Upon Enrollment section of this policy, current immunization record as mandated by law, proof of residence and parent/ guardian ID. In addition, all custody or court orders pertaining to or allocating parental rights and responsibilities for the care of the student and designating a residential parent and legal custodian of the child shall be provided. Students may also need to complete an academic assessment before being placed in a classroom.

## **RECORDS TRANSFER**

The School will verify eligibility according to residency and will report names and addresses to the local school district of those students who are enrolled in the School. In addition, once a student is enrolled, records are requested via mail on form letters, signed by a parent or guardian, from the appropriate school of last attendance. Follow-up calls are made to buildings that have not forwarded records as requested. This notice also serves as notice to the student's district of residence as required by law. The Records Release / Transfer includes a request for receipt of any student IEP/ETR/504 Plan that pertains to the student.

## **KINDERGARDEN ADMISSION**

The School can admit to kindergarten any student; whose fifth birthday falls on or before September 30.

## **RESIDENCY AND ENROLLMENT REQUIREMENTS**

Although NOCA has a statewide open enrollment policy permitting enrollment from any school or district in the State of Ohio, it is still necessary to establish a student's school district of residence before they can be enrolled in the School. The school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place.

Residence is a place where important family activity takes place during the significant part of each day; a place where the family eats, sleeps, works, relaxes and plays. It must be a place, in short, which can be called "home." One cannot establish a residence merely by purchasing/leasing a house or an apartment or even by furnishing such a house or apartment so that it is suitable for the owner's use. No single factor is determinative; residency will be established by the totality of the circumstances.

The NOCA Board and Administration or its designee shall review the residency records of students enrolled in the School on a monthly basis. Upon the enrollment of each student and on an annual basis, the Governing Authority or its designee shall verify to the state department of education each student's home school district, where they are entitled to attend school pursuant to §§ 3313.64 or 3313.65 of the Revised Code. Parents, guardians, or independent

students age 18 and over must promptly notify the School using the documentation listed below when a change in the location of the parent's or student's primary residence occurs.

Upon enrollment and on an annual basis the following documents can be used to establish proof of residency for verification of a child's ability to enroll in the School and determination of the school district the student is entitled to attend under §§ 3313.64 and 3313.65. These items must be current, be in the parent's/guardian's name, and include a street address. The School shall require two forms of proof of residency for enrollment. A post office box address cannot be used to validate residency records.

- Deed or current real property tax bill
- Lease agreement
- Mortgage statement
- Utility statement or receipt of utility installation issued within thirty (30) days of the date of enrollment
- Most current bank statement available issued to the parent or student that includes the address of the parent's or student's primary residence
- Current homeowner's or renter's insurance declaration
- Paycheck or paystub issued to the parent or student within thirty (30) days of the date of enrollment that includes the address of the parent's or student's primary residence
- Affidavit of Residency accompanied by a utility bill, lease or mortgage statement.
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction.

If NOCA and the student's home district (district of residency) disagree about residency, this policy shall prevail. In such a case, parents may be asked to provide additional information in order to resolve the dispute; however, the School is not obligated to ask for additional information based on other public schools' policies.

Moreover, the School will provide that school district with documentation of the student's residency and will make a good faith effort to accurately identify the correct residence of the student.

If a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. § 11434a, or if a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F) (13) of § 3313.64 of the Revised Code and the "McKinney-Vento Homeless Assistance Act," 42 U.S.C. § 11431 et seq.

## **RECORDS UPON ENROLLMENT**

Upon receipt of completed enrollment forms, a request for records will be made within twentyfour hours from the public or non-public elementary or secondary school the pupil most recently attended. Request for records includes any IEP/ETR/504 Plan that pertains to the student. If the records are not received within 14 days of the date of request, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) I-94 CARD, Permanent Resident Visa, or Green Card; or (4) a birth affidavit, the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.

No student, at the time of initial entry or at the beginning of each school year shall be permitted to remain in school for more than fourteen days if the student has not met the minimum immunization requirements established by the Ohio Department of Health or the student presents written evidence satisfactory to the person in charge of admission and acceptable as an exception to such requirement in law. This policy shall be reviewed annually.

#### LEASE

By this Lease (the "Lease"), dated as of the \_\_\_\_\_\_ day of May 2019, 5025 Glendale Avenue, LLC, an Ohio limited liability company, with its office address of 1440 Arrowhead Drive, Maumee, Ohio 43537 ("Landlord") hereby leases to Northwest Ohio Classical Academy, an Ohio non-profit corporation, with a current office address of 1132 Clark Street, Bowling Green, OH 43402("Tenant"), and Tenant hereby leases from Landlord, the spaces comprising approximately 34,625 square feet (a portion of which is shared space), and outlined on the floor plan attached hereto as Exhibit A (the "Premises") in a building at 5025 Glendale Avenue in Toledo, Lucas County, Ohio (the "Building"), which Building is on a parcel legally described on Exhibit B (the "Real Estate"), upon the terms, covenants and conditions set forth this this Lease.

#### **ARTICLE 1**

## TERM, CONDITION AND INITIAL IMPROVEMENTS

1.1 This Lease shall be for a term of five (5) years commencing on July 1, 2019 (the "Commencement Date"), which period shall constitute the initial term of this lease. Landlord agrees to deliver possession of the Premises to Tenant on the Commencement Date. Tenant's obligation to pay Rent shall commence on the Commencement Date.

1.2 At the end of the initial term and each Renewal Term thereafter, on the condition that Tenant is not in default under this Lease and Tenant's Charter to operate a school is renewed by the State of Ohio, Tenant shall extend the term for the shorter of an additional five year term (each such renewal shall be hereinafter referred to as a "Renewal Term") but such term may not exceed the remaining term of Tenant's Charter with the State of Ohio to operate a school. Each such Renewal Term shall commence on the day after the termination of the then existing Term. Lessee shall be deemed to have exercised the option to renew for each Renewal Term, unless Lessee has notified Landlord to terminate the Lease at least twelve months prior to the termination of the then existing Term.

Tenant is accepting the Premises in an "as is" condition. Tenant shall be solely 1.3 responsible for all improvements required for Tenant's, including all environmental and zoning issues that may arise and any Improvements that are required to cause the Premises to be legally suitable for Tenant's use. To the best of Landlord's knowledge Premises does not contain asbestos or lead paint, however Landlord does not warrant, that the Premises does not contain asbestos or lead paint materials. Tenant agrees, at its sole cost and expense, to construct the interior of the Premises in accordance with plans and specifications approved by Landlord, using new or good quality materials and equipment. Plans and specifications for all Improvements, including the type of materials to be used by Tenant in the Premises must be set forth in detail and submitted to Landlord for approval (which shall not be unreasonably withheld). Landlord shall approve or reject the plans and specifications for the Improvements submitted by Tenant within 15 days of the submittal of said plans and specifications to Landlord; if no action is taken by Landlord within said 15 day review period the plans and specifications submitted by Tenant shall be deemed accepted. During the period the Tenant performs its obligations to construct the interior of the Premises and

install its fixtures and other equipment, Tenant will conduct its activities in such a manner so as not to interfere with other tenants of the Building, and Tenant shall, at its own expense, promptly remove from the Premises and from the Building all trash which may accumulate in connection with Tenant's activities. Tenant is not the authorized agent of Landlord for purposes of making or contracting for Improvements to the Premises or for any other purpose whatsoever, notwithstanding any presumptions to the contrary. Tenant is expressly prohibited from entering into any contract in the name of Landlord or any contract which could result in a mechanic's lien against the Premises or the Building. Tenant shall promptly pay all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Premises the event any mechanic's or other liens shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished or alleged to have been performed or furnished, Tenant or anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the reasonable satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other rightor remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord either defending against such lienor in procuring the discharge of such lien, together with interest thereon at the rate of eight percent (8%) per annum, shall be due and payable by Tenant to Landlord as additional rent. All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removable from the Premises at any time, unless such removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date or upon such earlier termination as provided in this Lease), all such leasehold Improvements shall be deemed to be a part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord withoutpayment to Tenant, except as delineated in Section 14.1.

1.4 As used in this Lease, the words "term", "Lease term", "term of this Lease" and language of similar import, shall mean the original Lease term as well as any renewal terms taken by Tenant pursuant to this Article 1, unless by context specifically limited to the initial term or a renewal term.

1.5 Notwithstanding any other provision in this Lease, Tenant shall have the right to terminate this Lease upon providing Landlord at least 180days' advance written notice in the event the Tenant's community school charter contract is terminated. Furthermore, this Lease shall not become effective if the Tenant makes the determination, on or before July 5, 2019, that it will not operate a school at the Premises for the 2019-2020 school year.

1.6 <u>Access by Tenant Prior to Commencement Date</u>. Provided that Tenant obtains and delivers to Landlord the certificates of policies of Insurance as set forth in Article 6 below, Landlord shall permit Tenant, its employees, agents, representatives, contractors and suppliers to enter the Premises before the Commencement Date, to prepare the Premises for Tenant's occupancy. Tenant and each other person or firm who or which enters the Premises before the Commencement Date shall conduct itself so as to not interfere with Landlord, other tenants/occupants of the Building or Landlord's agents, representatives, contractors and suppliers at the Premises. Landlord may withdraw any permission granted under this Section upon twenty-four (24) hours' notice to Tenant if Landlord, in its reasonable discretion, determines that any such interference has been ormay be caused. Any prior entry shall be under all the terms of this Lease (other than the obligation to pay Rent) and at Tenant's sole risk. Landlord shall not be liable in any way for personal injury, death or property damages (including damage to any personal property which Tenant may bring into or any work which Tenant may perform in the Premises) which may occur in or about the Premises by Tenant or such other person or entity as a result of any prior entry.

#### ARTICLE 2 RENT AND SECURITY DEPOSIT

2.1 <u>Minimum Rent</u>. Tenant, in consideration of leasing the Premises, covenants to and agrees with Landlord to pay as minimum rent for the Premises, during the term hereof, without any notice, all cost associated with the Premises, the Building and the Real Estate including but not limited to the cost and expenses set forth in the Lease. All costs associated with premises includes but is not limited to all payments paid directly by Tenant as described in Articles 4, 5, 6 or 7 as well as all payments by Tenant to Landlord for costs and expenses as set for the in the Lease, such payments shall constitute Minimum Rent.

Notwithstanding any other provision of this Lease, Tenant shall make Minimum Monthly Rent Payments to Landlord in the amount of \$19,000 per month. The Minimum Monthly Rent Payment is an estimated amount that will allow Landlord to cover the cost associated with the Premises, Building and the Real Estate. Notwithstanding any provision in this Lease, as long as this Minimum Monthly Rent Payment is made Landlord shall pay all invoices required to be paid pursuant to this Paragraph 2.1. No part of the Minimum Monthly Rent Payment will be utilized to pay for cost incurred pursuant to Paragraph 1.3. Within ninety (90) days after the end of each calendar year Landlord shall furnish Tenant a statement with the actual cost for the preceding calendar year. To the extent the aggregate of Tenant's monthly payments during such calendar year are less than the amount which is payable by Tenant for such calendar year, as provided in this Article, the difference shall be paid by the Tenant within twenty (20) days after receipt of the foregoing statement. To the extent such aggregate payments exceed the amount, which is payable by Tenant for such calendar year, the difference shall be credited against the next ensuing Minimum Monthly Rent Payment of Landlord's estimates for the next calendar year (or refunded to Tenant if the Lease is terminating). The books and records showing all costs shall be open to inspection by Tenant, or its designated agents, during normal business hours. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any calendar year, which claim is not made within sixty (60) days after the end of such calendar year, shall be deemed waived and discharged.

Tenant shall pay the Minimum Monthly Rent Payments for August 15, 2019, through Aug. 31, 2019, (\$9500) and September 1, 2019, through September 30, 2019, (\$19,000) pro rata with the February, March, April, May, and June, 2020, Minimum Monthly Rent Payments. (The February, March, April, May, and June, 2020, Minimum Monthly Rent Payments shall be \$24,700.)

Landlord, with the consultation of Tenant, agrees to make, at its sole cost and expense, improvements to the roof, HVAC, drive way and parking lot that reasonably ensures the roof, HVAC, drive way and parking lot will be useable for the initial term of the Lease. (the "Initial Improvements"), Landlord stipulates the cost of the Initial Improvements shall equal or exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and Landlord shall provide Tenant with a detailed accounting of the Initial Improvements made and the costs incurred therefor. Subject to Landlord's obligation to make the Initial Improvements, the Parties agree that Tenant shall assume all costs and expense associated with the Real Estate, Building and Premises, whatsoever, and the Landlord shall not be responsible for and shall not pay for any additional expenses associated with the Real Estate, Building and Premises.

Rent shall be paid on the first day of each month of the Lease term, in advance. Rent for any period which is less than one month shall be a prorated portion of the monthly installment set forthabove based upon a thirty (30) day month and shall be in addition to the amount offixed minimum rent to be paid herein.

2.2 <u>Percentage Rental</u>. Tenant shall pay Landlord the greater of Minimum Rent or "Percentage Rental". Percentage Rental is a percentage (listed below in 2.2) of the following state funding sources added together: state Basic Education Aid (BEA) revenue, state SPED BEA revenue, K-3 literacy, transitional bi-lingual, speech services, Ohio facilities per pupil, Ohio economically disadvantaged ("Revenue"). Such Revenue shall be multiplied by the percent listed below to compute Percentage Rent for the following years:

Lease Year	<u>% of Revenue</u>		
1	00%		
2	10%		
3	11%		
4	12%		
5	13%		

By way of example and to avoid any confusion if in year 3 Tenant had \$3,000,000 in Revenue and \$232,000 in Minimum Rent, Tenant would owe Landlord additional Rent in the amount of \$98,000.

\$3,000,000 \* 11% = \$330,000 = Total Rent Owed Year 3 Minimum Rent = \$232,000 Additional Percentage Rent Owed = \$330,000 - \$232,000 = \$98,000

Tenant shall provide Landlord a detail accounting of Revenue for each year within 60 calendar days of the lease year end. Landlord shall provide Tenant a detail calculation of any Additional Percentage Rent owed within 90 calendar days of the lease year end. Tenant shall pay any Additional Percentage Rent within 30 calendar days of Landlord's submittal to Tenant of any Additional Percentage Rent Owed.

2.3 Rental Adjustment. Any time after the one year anniversary of the Commencement Date, if Landlord enters into a lease with a new tenant, said lease having a minimum term of one year, to lease a portion of the Building or Real Estate that does not include the Premises and the Landlord is able to allocate the cost related to the Building or Real Estate to the new tenant, Landlord shall adjust the cost charged to Tenant in an amount equal to the amount allocated to the new tenant.

2.4 All rent referenced in this Article 2 (hereinafter "Rent") shall be paid to Landlord at Landlord's office address first set forth above, or at such other address as Landlord may, from time to time, inform Tenant in writing.

2.5 Tenant's failure to pay Rent and other charges when due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be Imposed on Landlord by any mortgage encumbering the Building. Therefore, if Landlord does not receive the monthly installment of Rent or any other charge owed by Tenant, or it is tendered by Tenant more than five (5) days after written notice of such default is received. Tenant agrees to pay Landlord a late charge, which shall constitute liquidated damages, equal to eight percent (8%) of the amount due ("Late Charge"), together with such Rent or other charges due under this Lease then in arrears. The parties agree that such Late Charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. Nothing herein contained shall be construed so as to compel Landlord to accept any payment of Rent or other charges due under this Lease in arrears, or Late Charge, should Landlord elect to apply its rights and remedies available under this Lease or at law or in equity in the event of a default hereunder by Tenant. Landlord's acceptance of Rent or other charges due under this Lease in arrears, or Late Charge, pursuant to this paragraph, shall not constitute a waiver of Landlord's rights and remedies available under this Lease, or at law or in equity.

2.6 Upon execution of this Lease, Tenant shall deliver to Landlord a security deposit Five Thousand dollars (\$5,000.00). The security deposit shall be held by Landlord, without interest, to assure performance by Tenant. Notwithstanding the foregoing; however, upon Tenant's failure to pay Rent or upon any default under this Lease, Landlord shall have the option to apply all or any portion of the security deposit funds toward Tenant's obligations under this Lease and Tenant shall then be responsible for immediately replenishing the security deposit to its initial amount.

#### ARTICLE 3 NET LEASE PROVISIONS

Rent shall be paid to Landlord without notice or demand and without abatement, deduction or set off, except as otherwise expressly provided in this Lease. All taxes, charges, cost and expenses which Tenant assumes or agrees to pay under any provisions of this Lease together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay same as herein provided, all other charges, reasonable costs and expenses, including without limitation witness fees, attorneys' fees, depositions and other legal and court cost which Landlord may suffer or incurand any and all other sums which may become due, by reason of any default of Tenant shall be deemed to be additional rent and in the event of nonpayment, Landlord shall have all the rights and remedies herein provided in the case of nonpayment of Rent.

## **ARTICLE 4**

### TAXES

4.1 Without limiting the generality of Article 3, Tenant agrees to pay Taxes. The term "Taxes" shall mean the aggregate of the real estate taxes, assessments and other governmental charges and levies, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including, without limitation, storm water utility charges and assessments for public improvements or benefits and interest on unpaid installments thereof) which may be levied, assessed or imposed or become liens upon any part of the Building or the Real Estate or which arise out of the use, occupancy or possession of those portions of the Building and Real Estate used by Tenant (land, buildings, leasehold improvements, betterments and other permanent improvements) from time to time. The term "Taxes" shall not, however, include inheritance, income, estate, succession, transfer, gift, or franchise tax imposed upon Landlord, nor penalties imposed upon Landlord for Landlord's delinquent payment of the Taxes; PROVIDED HOWEVER, that if at any time during the term of this Lease the methods of taxation prevailing at the Commencement Date shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed, such as there shall be levied, assessed or imposed (a) a tax on the income or Rents received from the Building, Real Estate or any portion thereof; or (b) a license fee measured by the Rents receivable by Landlord from the Building, Real Estate or any portion thereof; or (c) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Building, Real Estate or any portion thereof or its revenues, then such tax or fee shall be included in the computation of Taxes, computed as if the amount of such tax or fee so payable was that part due if the Building and Real Estate was the only property of Landlord subject thereto. The preceding sentence is expressly not intended to obligate Tenant for any income taxes payable by Landlord to the Internal Revenue Service, or to the Ohio Department of Taxation ("ODT"), except to the extent of taxes payable to ODT which involve a new method of taxation related to real estate investment.

Tenant shall pay all Taxes during the term hereof which shall be treated as premise expense for purposes of computing Minimum Rent. When Taxes accrue or a bill for Taxes is received, Landlord shall forward to Tenant a notice of the amount owing. It is anticipated that Taxes will be billed to Tenant twice during each year of this Lease, but Landlord reserves the right to bill for Taxes on any other basis. Tenant shall pay Landlord, within twenty (20) days of receiving such notice, the full amount set forth in the notice. Upon Tenant's request, Landlord shall provide Tenant with copies of any statement in its possession which confirms the amount set forth in the notice. If Tenant has not timely paid its Taxes as set forth above, Tenant shall be responsible for its share of interest and penalties based upon what would typically be charged by the taxing authority for late payments.

4.2 Unless the Tenant's application for property tax exemption is approved such that there is no liability of Landlord for any Taxes for any portion of the Premises, the Tenant's charge for Taxes shall be one hundred percent (100%) of all Taxes computed on a due and payable date basis based on an agreed upon estimated intensity of usage of the Building and Real Estate.

4.3 If during the term hereof, Landlord or any mortgagee or holder of a deed of trust shall request Tenant to provide an escrow for payment of Taxes, Tenant agrees upon such request to deposit with Landlord or mortgagee designated by Landlord a sum equal to one-twelfth (1/12) of an estimated Tenant's charge for Taxes on the first day of each and every month during the term, so that as each installment of Taxes shall become due and payable to the County Treasurer, Tenant shall have deposited a sum sufficient to pay its annual charge for Taxes. All such deposits shall be received and held in trust, provided, however; that Landlord or its designated mortgagee shall not be required to maintain such tax escrow in a segregated account or invest such funds in interest bearing accounts or securities nor remit to or pay any interest thereon. If Landlord or its mortgagee shall request the establishment of such tax escrow, then as and when the Taxes become due and payable, Landlord or its mortgagee shall promptly pay the same from such account and shall promptly forward to Tenant receipted bills or other satisfactory evidence showing such payment. In the event that the amount of the Taxes assessed or imposed against the Premises has not been fixed at the time when any such monthly deposit is herein required to be made, Tenant shall make such deposit based upon the amount of the Taxes as assessed or imposed against the Premises for the preceding year, subject to adjustment as and when the amount of such Taxes is ascertained. Landlord warrants that all 2018 real estate taxes due or payable in 2019 have been paid before the commencement of this lease. Any 2018 real estate taxes not paid by the commencement of this lease are solely the responsibility of Landlord and do not constitute premise expense nor included in Minimum Rent.

4.4 The Premises, as used wholly or partially for public charter school purposes as a community school, may be exempted from the payment of some or all Taxes as may be assessed or levied pursuant to Ohio law. Landlord shall assist in filing any application with the appropriate governmental authority to obtain such exemption, provided Tenant shall prepare the application. Landlord shall promptly cooperate with Tenant in connection with the application and any hearings or other process seeking such exemption, provided that such cooperation does not involve costs or expenses for Landlord in excess of any attorneys' fees Landlord chooses to incur.

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# ARTICLE 5 UTILITIES

Utilities shall include all charges for and related to gas, electricity, light, heat, power, cable, and telephone supplied upon or in connection with the Premises and all water and sewer service charges and charges related to such service, including tap in fees, water rents, sewer license rent, transit taxes, storm water utility charges and permit fees, which are levied or charged against the Building. To the extent that the Premises are not separately metered or charged therefor, Tenant shall pay one hundred percent (100%) of any such charges based on an agreed upon estimated intensity of usage of the Building within twenty (20) calendar days after receiving statements for such from Landlord or its agent. Further, Tenant agrees that in the event of its vacation of the Premises for any reason whatsoever prior to termination of this Lease, it will at all times maintain that amount of heat necessary to insure against the freezing of water and sprinkler system lines and against damage to any other portion of the Premises which could result from cold temperatures. Tenant shall maintain the sprinkler system and keep it operational at all times. Any and all utilities shall be treated as premise expense for the purpose of computing Minimum Rent.

#### ARTICLE 6 INSURANCE

6.1 Tenant shall, pay Landlord one hundred percent (100%) of Building. Landlord's costs for insurance, based on an agreed upon estimated intensity of usage of the Building and Common Facilities, which shall be treated for purposes of this lease as premise expense and, therefore, included in the calculation of Minimum Rent. Such Insurance may be on all buildings, structures, Improvements and equipment on the Real Estate and on, in or appurtenant to the Building, and of which the Premises are a part, including Common Facilities (as defined below), and liability insurance on said Common Facilities, and provide coverage against loss or damage by fire, lightning, windstorm, explosion and/or all other extended coverage risks ordinarily insured against by standard policies of insurance, including any "all risk" or "risks of physical loss" or insurance industry equivalent policy carried by Landlord. It is anticipated that Tenant will be billed semiannually or quarterly for its proportionate share of said insurance, but Landlord reserves the right to bill for insurance on any other basis, and to bill a prorated amount from the Commencement Date until the next semiannual (or other periodic) statement for insurance. Such insurance may be maintained for the full insurable value thereof, which term "full insurable value" shall mean the actual replacement cost (excluding foundation and excavation costs). In the event of a loss resulting from Tenant's, or any of its employee's or invitee's act or omission, Tenant shall be liable for the deductible amount. Tenant shall pay Landlord for said insurance within twenty (20) days after receipt of statements for insurance from Landlord or its agent. Landlord shall not be responsible for insuring alterations made by Tenant, or any fixtures, furniture, furnishings, equipment or other property of Tenant.

6.2 Liability. Tenant shall obtain, pay for, and maintain, comprehensive general liability insurance coverage from an insurance company authorized to do business in the State of Ohio with a Best Rating of not less than A- insuring against all claims, demands or actions for personal injury or death or damage to property made by or on behalf of any person or entity, while on or about the Premises, or arising from the conduct or operation of the Premises or arising from any acts or omissions of Tenant or any of Tenant's agents, employees or contractors on or about the Premises. The limits carried shall not be less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for both bodily injury and property damage and Two Million Dollars (\$2,000,000.00) annual aggregate, with added umbrella coverage with limits of at least One Million Dollars (\$1,000,000.00). Comprehensive general liability shall be on an occurrence basis and shall include contractual liability to cover any liabilities assumed under this Lease, and "products and completed operations coverage."

6.3 Other Insurance. Tenant shall obtain and pay for, as additional rent, other types of insurance as well. Tenant, at its own cost and expense, shall provide and keep in force fire and extended coverage on Tenant's fixtures, equipment, furnishings and personal property.

Policy Requirements. Under all policies of insurance which Tenant is 6.4 responsible for obtaining, the Tenant shall be the "named insured" and the Landlord and the holder of any mortgage on the Premises shall be named as "additional insureds" or "loss payees" whichever is appropriate. Tenant agrees to cause the insurance companies issuing the aforesaid policies of insurance to forward to Landlord evidence of insurance consistent with the insurance requirements herein. In addition to specific requirements set forth above, all policies shall provide for thirty (30) day notice of cancellation to Landlord and, if requested, to Landlord's lender or mortgagee. Tenant must provide proof of insurance coverage beginning with its first occupancy or possession of the Premises prior to such occupancy or possession. If requested by Landlord, insurance against fire or other casualty shall include the interest of the holder of any mortgage on the fee and shall provide that loss, if any, shall be payable to such holder under a standard mortgage clause. In addition to specific requirements set forth above, all insurance shall be taken in such responsible companies, licensed do business in the State of Ohio, as Landlord shall approve, and the policies therefor shall be reasonably satisfactory to Landlord in form and substance, and shall at all times be held by Landlord, or, when appropriate, by the holder of any mortgage on the Premises, in which case copies of the policies shall be delivered by Tenant to Landlord. All policies which Tenant obtains shall be nonassessable. Tenant shall procure policies for all such Insurance for periods of not less than one year and shall deliver to Landlord such policies evidence with proof of the payment of premiums thereon, and shall procure renewals thereof prior to expiration, and provide to Landlord evidence of those renewals at least twenty (20) days before the expiration of existing policies. If Tenant shall fail to perform any of its obligations under this Paragraph 6.4, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, perform the same, and the cost thereof to Landlord, together with interest of eight percent (8%), and shall be payable to Landlord upon demand. Landlord may, upon Tenant's failure to provide evidence of insurance as required herein, insure under its own blanket policy, or any other insurance deemed appropriate by Landlord in its sole discretion, without consultation with Tenant. Tenant

shall not violate or permit to be violated any of the conditions or provisions of any insurance policies, and Tenant shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing, satisfactory to Landlord or any mortgagee designated by Landlord, shall be willing to write and/or continue such insurance. Tenant and Landlord shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss, and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any insurance monies.

#### **ARTICLE 7**

## **REPAIRS AND MAINTENANCE OF PREMISES**

7.1 Tenant accepts the Premises in "as is" condition at the Commencement Date. Except the Initial Improvement as set forth in Section 2.1, the Tenant, during the Lease term, will make, at its own expense, all repairs, replacements, alterations and improvements on the interior of the Premises not only to accommodate its use, but also which may be needed to maintain the same in good condition and repair, excepting reasonable wear and tear, and at its sole expense shall keep and maintain the Premises in a reasonably clean and orderly condition, free of accumulation of dirt and rubbish. Tenant shall be responsible for its own janitorial services within the Premises. Tenant shall keep the Premises free from infestation by insects, cockroaches, rodents or other vermin. Tenant shall be responsible for cleaning the windows of the Premises, and for all sweeping, cleaning, and snow and ice removal on that portion of the sidewalks bordering the Premises. notwithstanding any other provisions herein, or that they are Common Facilities. Tenant shall also be responsible for the repair, replacement and reconstructing the glass windows and exterior doors leading to the Premises, and for the roof if it is damaged by Tenant, its agents, or parties hired by Tenant, including roof damage done while repairing or replacing the heating, ventilating and air conditioning ("HVAC") system. Without limiting the generality of the foregoing and notwithstanding that some mechanical and building services equipment serving the Premises might be on the exterior of the Premises or Building, the Tenant agrees that it will make, at its own expense, all repairs, modifications and replacements which may be needed to maintain mechanical and building services equipment, including but not limited to HVAC, plumbing, sprinkler systems, electrical systems and equipment, and other machinery and equipment, in good condition and repair, excepting reasonable wear and tear, and to cause said items to comply with all laws and regulations, present and future, related thereto. In the event the HVAC system serving any portion of the Premises is replaced (as opposed to repaired, when repair is no longer practical from a reasonable business perspective), in whole or in part, by Tenant during the term of this Lease, Landlord shall reimburse Tenant for the unamortized cost (based upon a ten (10) year depreciation factor) remaining, within forty-five (45) days after the expiration of this Lease, or any extension or holdover hereof. The amortization shall be calculated based upon the nearest calendar month of each lease year. No reimbursement shall be due from Landlord unless Tenant can demonstrate its compliance with the service requirements of Section 7.2 below, and that such service requirements were performed. Given the Landlord's potential responsibility for a portion of the cost of replacement of the HVAC system, Tenant agrees that prior to replacing any portion of the system or entering into a contract to do so, Tenant shall provide Landlord with written notice of the cost it will expend, and give Landlord the opportunity to arrange for the work and materials at a lower cost to Tenant. Regardless of which party arranges for replacement, the workmanship shall be of a quality, and the materials shall be of a quantity, size and capacity, consistent with, or better than, the equipment in place at Commencement Date. Under no circumstances shall Tenant, or any of its agents, employees or contractors enter upon the roof of the Building in which the Premises are a part or allow any third parties to enter upon the roof, without five (5) days prior notice to Landlord. In an emergency situations Tenant shall provide notice by telephone before entry upon the roof, but if that is impossible, as soon thereafter as possible. Damage caused by third parties attempting to gain, or gaining, unlawful entry to the Premises shall be repaired by Tenant at Tenant's expense. All expenses incurred by Tenant under Section 7.1, shall be treated as premise expense and, therefore, included in the calculation of Minimum Rent in Section 2.1.

7.2 <u>Service Contract</u>. During the term of the lease, Tenant shall maintain a service contract on the HVAC system serving the Premises with a reputable heating and air conditioning contractor of Tenant's choice, or with a contractor recommended by Landlord, which provides for regular routine maintenance, changing of filters and lubricating the HVAC system (at least quarterly). A true copy of the service contract shall be delivered to Landlord within thirty (30) days of the Commencement Date, unless Tenant chooses to continue the HVAC service arrangements Landlord has in place as of the Commencement Date. All expenses incurred by Tenant under Section 7.2, whether paid directly by Tenant shall be treated as premise expense, and, therefore, included in the calculation of Minimum Rent in Section 2.1.

7.3 <u>Regulation Compliance</u>. Should any standard or regulation hereafter be imposed on Landlord or Tenant by any authority charged with the establishment, regulation and enforcement of occupational, health or safety standards, Tenant agrees, at its sole cost, to comply with such standard or regulation. All expenses incurred by Tenant under Section 7.3 shall be treated as premise expense, and, therefore, included in the calculation of Minimum Rent in Section 2.1.

7.4 <u>Alterations Approval</u>. Tenant may alter the interior nonstructural portions of the Premises; however, no alteration costing more than Five Thousand and 00/100 Dollars (\$5,000.00) shall be made without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Any such alteration by Tenant shall be at its sole cost.

## ARTICLE 8

#### **USE OF PREMISES**

8.1 The Premises shall be used and occupied by Tenant only for a charter school and matters incident and related thereto, including fundraising activities consistent with the school's educational purpose. Landlord makes no representation or warranty that the Premises may be used for such purpose under applicable zoning laws, and Tenant shall be entirely responsible for any special use or similar type permits. 8.2 Tenant shall, at its cost, comply with all federal, state and municipal statutes, ordinances and regulations in force during the term and affecting thePremises to the extent same apply to Tenant's use of the Premises or to those portions of the Premises which Tenant is required to maintain or repair. Tenant shall not use the Premises so as to create waste or constitute a nuisance to other tenants or occupants in the Building.

8.3 Landlord, provided it does not unreasonably interfere with Tenant's use of the Premises, reserves the rights to utilize the Gymnasium located in the Building.

#### ARTICLE 9

#### **COMMON AREAS**

9.1 The corridor areas, parking lots, parking areas, sidewalks, landscaped areas, planters, signs, and other areas, facilities and improvements in and about the Building and on and about the Real Estate intended for the common use and enjoyment of the tenants and occupants of the Building (herein the "Common Facilities") shall be available for the nonexclusive use of Tenant during the term; provided, however, that any condemnation or taking or sale in lieu of condemnation of any or all of the Common Areas shall not constitute a violation of this Article 9. Providing that Landlord may do so without materially adversely affecting Tenant's ability to use the Premises, Landlord reserves the right to change the entrances, exits, traffic lanes, boundaries or locations of all parking area(s) and other portions of the Common Facilities.

9.2 Landlord shall keep the Common Facilities in a neat, clean and orderly condition and shall make all necessary repairs to same except to the extent necessitated by Tenant's use, for which Tenant is responsible. Tenant shall not obstruct, or cause to be obstructed, any portion of any parking area, sidewalk or corridor of the Common Facilities by placing any item thereon. Landlord shall have the right to make and impose reasonable rules and regulations for sharing of any Common Facilities, which include honoring rights for use granted to other tenants/occupants of the Building, both those existing at the Commencement Date and future tenants/occupants provided such rules do not prevent Tenant from operating its business.

9.3 In addition to the Rent, Tenant shall pay to Landlord Common Facilities Contributions. Tenant's share of Common Facilities Contributions for each year shall be one hundred percent (100%) of the Operating Cost of the Common Facilities, as defined below, based on an agreed upon estimated intensity of usage of the Common Facilities.

9.4 The term "Operating Cost" shall mean the total cost and expense incurred in operating, maintaining, equipping, inspecting, insuring, protecting, repairing the Common Facilities and the nonstructural portions of Building, and replacing Common Facilities, including without limitation the cost or expense of, or incurred in connection with or reasonably attributable to: lighting, signage, gardening and landscaping (including planting, replanting and replacing flowers and shrubs); cleaning; property damage and

hazard insurance; insurance deductibles not otherwise reimbursed to Landlord; line painting; painting; maintenance and repair; water and sewerage charges of the Common Facilities; removal of ice, snow, trash, rubbish, debris, garbage and other refuse; salting or sanding of parking or driveway areas; parking lot and driveway repairs, resurfacing and sealing; utility lines; fire sprinklers; sewer lines; security systems; lighting standards and fixtures; pipes, and other systems and equipment; floors; ceilings; entrances; Common Facilities structural elements; janitorial services; alarm monitoring; sidewalks, curbs, loading and service areas; carpeting; traffic and directional signs, markers and bumpers; surcharges for parking or transportation facilities as required by law; pylon and monument signs; license and permit fees relating to the operation of the Building; and updating of directories. The inclusion of any item in this lease as an Operating Cost shall not be construed as an obligation or responsibility of Landlord to perform such work or incur such cost. The reference above in this Section 9.4 to nonstructural portions of the Building is intended to distinguish structural elements of the Building, the repair and replacement of which (as distinguished from their maintenance such as cleaning and painting) are not part of the Operating Cost of the Common Facilities. Structural elements damaged by the negligent or intentional act of Tenant, its employee, invitee, agent or contractor shall, however, be Tenant's responsibility to repair and replace. Structural elements shall not include plumbing, electricity, or any other systems or equipment of the Building. Structural elements shall be limited to those affecting actual structural integrity of the Building, such as the roof, foundations, exterior and loadbearing walls and support beams, and shall not be construed to include other defects simply because they affect the Building. Cosmetic defects and defects which do not affect structural integrity of the Building are specifically excluded from Landlord's responsibility and are includable in the Operating Cost of the Common Facilities.

9.5 All Operating Costs shall be based on competitive charges for similar services and/or materials that are available in the general vicinity of the Premises. Except in emergency situations, Tenant shall be consulted (formal notice pursuant to Section 19.16 being waived by Tenant) before any arrangements are made with third party contractors for any Operating Costs, for purposes of determining whether Tenant has more cost-effective alternatives. Three (3) calendar days shall be considered a reasonable time by which Tenant must supply its suggestions to Landlord, before Landlord makes its decisions. Landlord need not consult Tenant if Operating Costs are incurred by payment of an employee of Landlord, and Landlord shall be permitted to include in Operating Costs the ordinary and reasonable wages paid for employees' FICA and other employment related taxes paid by Landlord.

9.6 The annual charge payable by Tenant under this Article 9, shall be paid in monthly installments on the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord. Within ninety (90) days after the end of each calendar year, Landlord shall furnish Tenant a statement summarizing the actual Operating Cost for the preceding calendar year and setting forth the method by which Tenant's share thereof was arrived at as herein provided. To the extent the aggregate of Tenant's monthly payments during such calendar year are less than the amount which is payable by Tenant for such calendar year, as provided in this Article, the difference shall be paid by the Tenant within twenty (20) days after receipt of the foregoing statement. To the extent such aggregate payments exceed the amount which is payable by Tenant for such calendar year, the difference shall be credited against the next ensuing installments of Landlord's estimates for the next calendar year (or refunded to Tenant if the Lease is terminating). The books and records showing all Operating Costs shall be open to inspection by Tenant, or its designated agents, during normal business hours. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any calendar year, which claim is not made within sixty (60) days after the end of such calendar year, shall be deemed waived and discharged.

9.7 After 24 hours prior notice to Tenant, Landlord shall have the right to cause to be removed any cars or other vehicles of Tenant, its employees or agents that are parked in violation hereof without liability of any kind to Landlord, its agents or employees.

#### ARTICLE 10 LANDLORD RESPONSIBILITIES

10.1 Subject to Tenant's responsibility to accommodate for its use, Landlord shall maintain, repair and replace the Common Facilities. Using Common Facilities Contributions, Landlord shall arrange for cleaning and other janitorial services for the Common Facilities (this excludes the Premises) and shall manage the Common Facilities. Notwithstanding the foregoing; however,Landlord shall not be required to make any repairs made necessary as a result of misuse or neglect of the Premises or Common Facilities by Tenant (or its employees or invitees), except when such damage is covered by insurance, and then only to the extent of the proceeds of such insurance. Also, where such repairs or maintenance involve any special partitions or any special installations which were installed by or at the request of Tenant, Tenant shall pay for any part of the cost of such maintenance and repair which exceeds the amount Landlord would have spent for normal maintenance and repair of standard installations.

10.2 Landlord shall arrange for all necessary repairs to the exterior walls, structural components, foundation and roof of the Premises and Building, unless such repairs are necessitated by the actions or omissions of Tenant, or its employee, agent, contractor or invitee, in which case Tenant shall pay to Landlord the cost of such repair. Landlord shall not be liable for any failure to make any such repair unless such failure shall persist for ten (10) days after written notice of the need for such repair is given to Landlord by Tenant; however, if such repair cannot reasonably be completed within ten (10) days after notice, Landlord shall not be liable if Landlord commences repair within the ten (10) days and proceeds to complete same with due diligence as circumstances permit. Notwithstanding the foregoing, Tenant shall be permitted to arrange for emergency repairs without the 10day notice requirement set forth above (but Tenant shall make some reasonable efforts to notify Landlord by telephone).

10.3 Landlord shall not be liable for any loss or damage occasioned by any defect in the Premises, or by defective wiring, plumbing, gas, water, steam, hot water, or other pipes or from sewage, or by the bursting, leaking or running of any tank, boiler, washstand, closet or wastepipe, or by water, snow, or ice upon the roof, skylight, trap door or otherwise, or by the acts of negligence of others, other than by the gross negligence of Landlord, its agent, contractor or

#### employee.

10.4 Landlord, provided it does not unreasonably interfere with Tenant's use of the Premises, reserves the rights to: erect, use and repair pipes, wires and conduits in and through the Premises; enter upon the Premises for the purpose of inspection and to exhibit same for purpose of sale any time during the term, and for rental during the last ninety (90) days of the term or after a Tenant default; and enter upon the Premises to clean or make such repairs, alterations, decorations, improvements or additions as Landlord may deem necessary or desirable for the safety, preservation or improvements of the Premises, and Landlord shall have the right to take all materials into and upon the Premises that may be required for such purposes without the same constituting a total or partial eviction of the Tenant, and the Rent shall not be abated while said repair, alterations, decorations, improvements or additions are being made unless Tenant's permitted use of the Premises is substantially limited or prohibited. In addition, Landlord shall comply with Tenant's reasonable security measures with respect to Landlord's access to the Premises (which may include being accompanied by a Tenant representative (except in an emergency)) wherever such access right is granted in this Lease. Tenant will provide Landlord with its security requirements upon request of Landlord. As to any space in the Building Landlord shall have the right to change the arrangement or location of the entrances or passageways, doors, doorways, corridors or stairs located therein, and the doing of all or any of said things shall not relieve Tenant from any obligation under this Lease, provided said change(s) is/are done in a reasonable and timely manner, providing Landlord first consults with Tenant and any such change(s) does not unreasonably burden Tenant.

## ARTICLE 11 DEFAULT; REMEDIES

11.1 It shall be a default hereunder if Tenant shall: (a) fail to pay any installment of Rent or any other charge or amount due hereunder; (b) fail to perform or observe any other covenant, agreement or provision hereof within thirty (30) days after receipt of written notice from Landlord; however, if such repair cannot reasonably be completed within ten (10) days after notice, Tenant shall not be liable if it commences repair within the ten (10) days and proceeds to complete same with due diligence as circumstances permit; (c) file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, enter into an agreement whereby control of its business is lost to a committee of creditors, is subject to an attachment, execution or other judicial levy upon the leasehold estate hereunder, is subject to the judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Premises, or is subject to the filing of a petition by, for or against Tenant under the bankruptcy laws; (d) Tenant shall abandon or vacate the Premises and such abandonment or vacating shall continue for a period of thirty (30) days except for summer breaks. Upon the occurrence of a default, Landlord shall have the option to give Tenant written notice of Landlord's intention to terminate all right of Tenant to occupy the Premises and Landlord shall have the right to reenter the Premises on the date stated in said notice, which date shall be not less than ten (10) days nor more than sixty (60) days after the giving of such notice, and on such date, all right of Tenant to occupy the Premises shall end. Neither the termination of the right of Tenant to occupy the Premises

nor such reentry shall relieve Tenant from Tenant's obligation to pay Rent and to perform and observe all the terms, covenants and conditions of this Lease on the part of Tenant to be performed and observed.

112 Upon the entry into possession of the Premises without termination of this Lease, Landlord may re-let the Premises or any part thereof for the account of Tenant to any person, firm or corporation, other than Tenant, for such rent, for such time and upon such terms as Landlord shall determine, and Landlord shall not be required to accept any lessee offered by Tenant or to observe any instruction given by Tenant about such reletting. In any such case, Landlord may make such repairs and perform such maintenance to the Premises as are necessary to keep the Premises in the same condition as the Premises were in as of the Commencement Date, reasonable wear and tear excepted, and Tenant shall, on demand, pay the costs thereof, together with Landlord's expense of reletting. If the rent collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the Rent reserved in this Lease, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

11.3 In addition to its other rights hereunder, Landlord shall have the right to clect, at any time after the occurrence of a default, or at any time after Landlord has terminated Tenant's right to possession only, to cancel and terminate this Lease by serving written notice on Tenant of such election, and to pursue any and all remedies at law or in equity that may be available to Landlord.

11.4 No receipt of money by Landlord from Tenant or from any other party after default, after notice of default, after the termination of this Lease, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the term of this Lease or affect any notice, demand or suit.

11.5 If a default occurs, Landlord shall have the option, upon seven (7) days' written notice to Tenant, to cure said default for the account of and at the expense of Tenant; provided, however, that no such notice shall be required for emergency repairs. Tenant shall pay the expenses of said cure within ten (10) days after Landlord renders a statement therefor, together with interest thereon at the floating rate per annum equal to the prime rate of interest quoted from time to time in the Wall Street Journal, plus 5%, commencing with the day Landlord notifies Tenant of payment of such expense.

116 The waiver by Landlord of the breach of any default of any provision hereof shall not be deemed to be a waiver of any subsequent default of such provision. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent.

11.7 No right or remedy herein set forth shall be exclusive of any other right or remedy granted or conferred upon Landlord by statute, judicial decision or common law, as each and every such right and remedy shall be cumulative.

11.8 If Landlord fails to perform any of its obligations under this Lease, and such failure continues for more than thirty (30) days after delivery of Tenant's notice specifying the nature thereof, or if the failure is of a nature to require more than thirty (30) days to cure and continues beyond the time reasonably necessary with exercise of due diligence, such failure shall be deemed a default by Landlord and Tenant may, at its option terminate this Lease upon written notice.

#### **ARTICLE 12**

# **INSURANCE, COMPLIANCE AND DESTRUCTION**

12.1 Tenant shall comply with all commercially reasonable insurance company requirements applicable to the use of the Premises, and Tenant shall not use the Premises, or permit the Premises to be used in any manner which would increase the premium of the insurance described above or cause a cancellation of any such insurance policy. Tenant shall not keep in or about the Premises any article which may be prohibited by any standard form policy of fire insurance. If Tenant's use of the Premises causes any increase in the premium for such insurance policies, then Tenant shall pay as additional rent hereunder, on demand from Landlord, all of such increase.

12.2 Except as provided hereinafter, in the event the Premises are damaged by perils covered by such insurance, Landlord agrees to repair same as provided below, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the ratio set forth in Section 13.2.

12.2.1 In the event the Premises are damaged (a) as a result of any cause other than the perils covered by Landlord's insurance and such damage exceeds Fifty Thousand Dollars (\$50,000.00); or (b) as a result of a peril covered by Landlord's insurance and such damage exceeds twenty five percent (25%) of the replacement value cost of the Premises; then, and in any such event, Landlord shall have the option (i) to repair such damage, this Lease continuing in full force and effect, but the Rent to be proportionately reduced as above provided or (ii) to give notice to Tenant, at any time within thirty (30) days after such damage, of termination of this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. Both Landlord and Tenant shall also have the option of terminating this Lease in the event of the destruction of at least twenty five percent (25%) of the replacement value of the Building irrespective of whether the Premises have been damaged.

12.2.2 Landlord shall not be required to repair any injury or damage to, or to make any repairs or replacements of, any fixtures, inventory or personal property of Tenant.

12.3 Landlord and Tenant release each other and waive their respective rights of recovery against each other for any loss for property damage insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. The foregoing releases shall not be limited to the liabilities of the parties to each other, but also shall apply to any liability to any person claiming through or under the parties pursuant to a right of subrogation, or otherwise. Each fire insurance or other casualty policy carried by Landlord with respect to the Building and by Tenant with respect to Tenant's Property shall honor the foregoing waivers of subrogation by including a waiver of subrogation clause or endorsement, or by including contractual liability coverage which applies to waivers of subrogation.

#### ARTICLE 13

#### CONDEMNATION

13.1 In the event of any taking of or damage to all or any part of the Premises (or any interest therein) prior to termination of this Lease, by reason of any exercise of condemnation or the power of eminent domain, or by reason of any transfer of all or any part of the Premises (or any interest therein) made in avoidance of such an exercise (collectively, "appropriation"), the rights and obligations of Landlord and Tenant with respect thereof shall be as set forth in this Article.

13.2 In the event of an appropriation of all the Premises, this Lease shall terminate as of the date of such appropriation. In the event of an appropriation of 10% or more of the square foot area of the Premises, but less than all thereof, or of an appropriation of 25% or more of the parking area of the Building, either party shall have the right, at its election, to terminate this Lease upon thirty (30) days' written notice to the other party, provided that such election is made within sixty (60) days of the appropriation. In the event of any appropriation of less than the percentage(s) set forth herein, or if such appropriation exceeds said percentage(s) but neither party elects to so terminate, this Lease shall continue in full force and effect, except that for the remainder of the term (a) the monthly Rent shall be abated to an amount which bears the same ratio to such prior monthly Rent as the square footage of the Premises after the appropriation bears to the square footage of the Premises immediately prior to such appropriation, and (b) the Premises shall be reduced by the portion so appropriated. Further; any other sums payable hereunder which are based upon the square footage of the Premises shall likewise be proportionately reduced. If this Lease is not terminated as aforesaid, Landlord, at Landlord's expense, will make any restoration of the unappropriated Premises necessitated by reason of the appropriation to the extent possible from the condemnation proceeds received by Landlord.

13.3 All awards and settlements for the taking of any portion of the Premises shall belong to Landlord absolutely, and Tenant shall have no claim or right against Landlord for the value of any unexpired term of this Lease; provided, however, that any award granted specifically for Tenant's trade fixtures or relocation expenses shall belong to Tenant.

#### ARTICLE 14 IMPROVEMENTS AND TRADE FIXTURES

14.1 Upon the termination of this Lease for any reason, Tenant shall surrender the Premises to Landlord in good condition and repair, broom clean, normal wear and tear and damage by fire and other casualty excepted, together with all fixtures, additions and improvements (other than Tenant's moveable fixtures, smartboards, projectors, or other personal property and equipment that is subject to different disposition procedure by the State or Federal government) then situated on the Premises, unless Landlord notifies Tenant prior to such date that Landlord desires the removal of any or all of said fixtures, additions and improvements, in which event Tenant shall be responsible for removal of same not later than thirty (30) days after the date of termination of this Lease. Any damage to adjacent portions of the Building caused by Tenant's surrender shall be repaired at Tenant's cost.

142 If Tenant is not in default, Tenant shall have the right to remove, at its cost at any time prior to the time Landlord repossesses the Premises, any moveable fixtures (including signs and displays) installed by Tenant and which are not affixed to the floors, walls or ceilings of the Premises. Tenant shall, within thirty (30) days after such removal, repair at its cost any damage caused to the Premises by such removal. The foregoing covenant shall survive the termination of this Lease.

14B If Tenant fails to remove any such fixtures, the same shall be conclusively deemed to be abandoned by Tenant and shall belong to Landlord absolutely without any claim or right on the part of Tenant.

# ARTICLE 15 ASSIGNMENT, SUBLETTING AND ENCUMBERING

151 Tenant may not assign, transfer, encumber or hypothecate this Lease or any interest therein, or any part thereof, without the prior written consent of Landlord. Under no circumstance shall Tenant sublet any portion of the Premises without the prior written consent of Landlord. Any other attempt to transfer, assign, mortgage or hypothecate without Landlord's said consent shall be void and confer no rights upon any third person. Landlord reserves the right to refuse to give such consent if in Landlord's reasonable business judgment: (i) the quality of the operation of the Building may in any way be adversely affected during the term of the Lease; or (ii) the financial worth or creditworthiness of the proposed new tenant is not sufficient in light of all Rent and charges payable hereunder. Unless otherwise agreed in writing, Tenant shall remain primarily liable for the obligations hereunder upon any assignment, transfer, encumbrance, hypothecation or sublease.

152 No assignment or transfer otherwise allowable or permitted hereunder shall be effective unless and until the assignee shall in writing expressly assume all of the provisions, covenants and conditions of this Lease on the part of Tenant to be kept and performed. In addition, no such assignment or transfer allowed or permitted hereunder shall act as a release of Tenant from any obligation accruing under this Lease prior to the effective date of the assignment or transfer.

# ARTICLE 16 QUIET ENJOYMENT

Landlord covenants and agrees that Tenant may peaceably and quietly have, hold and enjoy the Premises and the appurtenances thereto, and the rights granted to Tenant under this Lease during the term of this Lease, subject, however, to the terms, covenants and conditions contained in this Lease.

#### ARTICLE 17 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained herein, any liability incurred by the Landlord to the Tenant shall not be of a personal nature, and Tenant's sole means of recovery shall be against the Real Estate owned by Landlord where the Building is located, it being the specific intention to not encumber other assets of Landlord, or any of its officers, directors, trustees, or members, in this regard. If Landlord or any successor in interest of Landlord shall be a corporation, limited liability company, joint venture, tenancy in common, firm or partnership (general or limited), the members, partners, officers, directors, trustees and shareholders, as the case may be, of the corporation, limited liability company, joint venture, tenancy in common, firm or partnership, shall have no personal obligation or liability with respect to any provision of this Lease, any obligation arising from this Lease, or any obligation in connection with this Lease. Such exculpation shall be absolute and without any exception whatsoever.

#### ARTICLE 18 ENVIRONMENTAL CONTAMINATION

181 Tenant shall not cause or permit any hazardous substance to be disposed of in, on or about the Premises, the Building or Common Facilities. Further, Tenant shall not cause or permit any hazardous substance to be used, stored or generated in, on or about the Premises, the Building or Common Facilities any manner that is in violation, noncompliance or nonconformance with any local, state or federal statute, law, ordinance, rule, regulation or requirement.

182 Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement of claims, attorney fees, consultant fees and expert fees) arising during or after the term as a result of Tenant's use, operation, storage or disposal of hazardous substances in, onor about the Premises, the Building or Common Facilities. This indemnity shall survive the termination of this Lease.

183 As used herein, the term "hazardous substance(s)" shall mean, without limitation, any substance, material or waste defined as "hazardous substances", "hazardous materials", or "toxic substances" in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 U.S.C. Sec 1801, et seq.; (iii) the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq.; (iv) any comparable, analogous or related provisions of the Ohio Revised Code; and (v) all rules, regulations or publications adopted or promulgated pursuant to any of said preceding laws, codes or statutes.

#### ARTICLE 19 GENERAL PROVISIONS

19.1 Any holding over after the expiration of the term shall be construed to be a tenancy from month to month only, in which case the Rent provisions will continue to apply during such month to month tenancy, and subject to all the other terms and the conditions herein set forth.

19.2 Time is of the essence of this Lease.

19.3 Subject to provisions of this Lease allowing Tenant greater rights, Tenant shall faithfully observe and comply with all reasonable rules and regulations that Landlord shall, from time to time, promulgate and/or modify as to the parking areas, signage, Common Facilities and common areas of the Building. The rules and regulations shall be binding upon the Tenant upon delivery of a copy thereof to Tenant.

19.4 Tenant shall not affix, attach or otherwise place any sign on the roof, exterior or interior portions of the windows, exterior walls, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19.5 This Lease shall be subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of the Landlord in the Premises. Tenant agrees to execute and deliver such instruments as may be desired by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgage or deed of trust. Landlord agrees to request fromfuture mortgagees (if Tenant has so requested from Landlord) an agreement that so long as Tenant is not in default, such mortgagees shall recognize Tenant's rights hereunder.

19.6 This Lease and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and successors (to the extent permitted hereunder) of each of the parties.

19.7 The title or captions of the Articles of this Lease are for reference purposes only and have no effect upon the construction or interpretation of any parthereof. The use herein of the neuter gender includes the masculine and thefeminine whenever the context requires.

19.8 If Tenant or Landlord is a corporation or limited liability company, each individual executing this Lease on behalf of said corporation or limited liability company represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, and that this Lease is binding upon said corporation or limited liability

company in accordance with its terms.

19.9 Landlord may enter upon the Premises for the purpose of inspecting, making repairs, replacements or alterations and showing the Premises to prospective purchasers, lenders or lessees. In addition, Landlord shall comply with Tenant's reasonable security measures with respect to Landlord's access to the Premises, except for the Interior Shared Area (which may include being accompanied by a Tenant representative (except in an emergency)) wherever such access right is granted in this Lease. Tenant will provide Landlord with its security requirements upon request of Landlord.

19.10 All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

19.11 This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein and may not be changed or modified except by an instrument in writing signed by both parties. Tenant acknowledges that it is not relying on any verbal or written understanding or representation outside the terms of this Lease.

19.12 This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

19.13 Tenant warrants and represents that there was no broker, agent, or other person entitled to a fee or commission involved by Tenant with this transaction or in consummating this Lease. Landlord warrants and represents there was no broker or agent involved by Landlord with this transaction or in consummating this Lease. Tenant agrees to defend, indemnify Landlord and hold Landlord harmless against any claims for brokerage or other commissions by anyone alleging to have introduced Tenant to the within transaction or arising out of Tenant's breach of this warranty and representation.

19.14 This Lease shall not be recorded, and if either party should record the same in the Office of the Recorder of Lucas County, Ohio, the recording shall have no effect and it shall be an event of default. When possession of the Premises has been delivered to Tenant, the parties hereto shall, upon request of either party, execute, acknowledge, deliver and record a memorandum of lease in mutually acceptable form specifying the terms of this Lease, which may be recorded by either party.

19.15 If any clause, sentence, paragraph or part of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Lease, but shall be limited in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, the Lease shall continue in full force and effect. 19.16 All notices hereunder shall be in writing, in the English language, and shall be mailed by certified mail, addressed to the following:

If to Landlord:

Attn:	Cleves R. Delp				
	5025 Glendale Avenue, LLC				
	1438 Arrowhead Drive				
	Maumee, Ohio 43537				
With a copy to:	c/o Dominic Spinazze				
	Spinazze Law, LLC				
	1438 Arrowhead Drive				
	Maumee, Ohio 43537				
If to Tenant: Northwest Ohio Classical Academy					
	Attn: Robert J. Pruger				
	1132 Clark Street				
	Bowling Green, OH 43402				
With a copy to:	c/o Albin Bauer				
	Peters, Kalail & Markakis Co. L.P.A.				
	PO Box 166973				
	Oregon, OH 43616				

Any party desiring change of address shall make such change known in writing to the other party. Properly mailed notices that are delivered to the place to which they are properly addressed shall be effective when received. If a properly mailed notice is delivered to the place to which it is properly addressed and is refused or unclaimed, notice shall be effective when delivered, nevertheless. In the event a properly mailed and addressed notice from Landlord to Tenant is refused or unclaimed, Landlord may effectively serve such notice by delivery to the Premises, or by ordinary U.S. Mail effective upon mailing. Notices from Landlord hereunder may be given by either an agent or attorney acting on behalf of Landlord.

19.17 Tenant shall, within ten (10) business days after receipt of Landlord's request therefor, execute and mail to any proposed purchaser of, mortgagee of or beneficiary under a deed of trust encumbering the Building, a certificate declaring (i) the existence of this Lease and amendments, if any, to it and (ii) Landlord's breaches hereunder, if any, known to Tenant as of the date of such certificate. Any such certificate may contain such other reasonable provisions as the recipient thereof may desire.

19.18 Tenant shall fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities, in any way affecting the Premises or the use thereof or this Lease, including codes and ordinances relative to

fire extinguishers.

19.19 It is understood and agreed that the mortgage lender, or any further lender loaning money on the Building during the Lease term, shall have a right to correct any default on the part of the Landlord within thirty (30) days after receipt of written notice from the Tenant, specifically identifying said default. Tenant shall not be entitled to terminate the Lease without giving notice to the mortgage lender, provided Landlord has provided Tenant with a current notice address for such lender.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Lease.

Landlord:

Tenant:

5025 Glendale Avenue, LLC an Ohio limited liability company

By: Dominic J.

Date:

Northwest Ohio Classical Academy an Ohio not-for profit corporation

By

Date: 5/10/2019

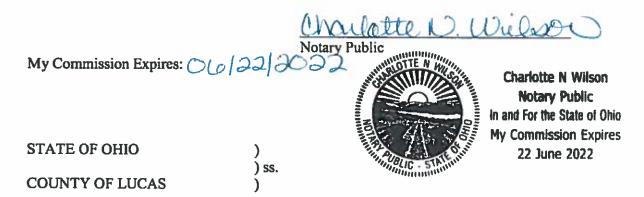
STATE OF OHIO

COUNTY OF LUCAS

Before me, a notary public, in and for said county, personally appeared the above named DOMINIC J. SPINAZZE, Authorized Agent of 5025 Glendale Avenue, LLC, who acknowledged that he did sign the foregoing instrument as Manager, and that the same is his free act and deed.

) ss.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Lucas County, Ohio, this \_\_\_\_\_ day of May 2019.



Refore me, a notary public, in and for said county, personally appeared the above named Refore me, a notary public, in and for said county, personally appeared the above named acknowledged that he did sign the foregoing instrument as Manager, and that the same is his free act and deed.

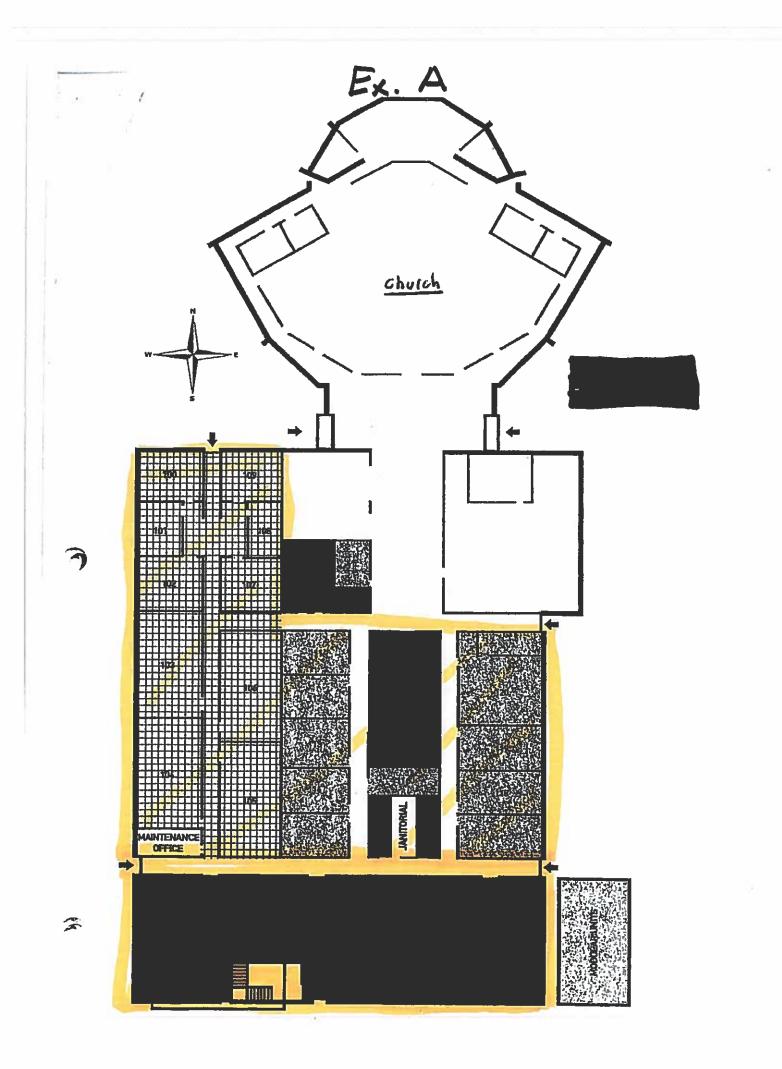
IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Lucas County, Ohio, this <u>/07</u> day of May 2019.

v Public

My Commission Expires:

DAWN MARIE SEHNERT Notary Public, State of Ohio My Comm. Expires 08/16/2022 Recorded in Lucas County

25



School Name:	Northwest Ohio Classical Academy	Date:	June 1, 2020
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Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i> , and compelling mission statement that describes its specific intent/purpose.
	\$	The mission of Northwest Ohio Classical Academy (NOCA) is to develop the academic potential and personal character of each student through a rigorous, content-rich classical curriculum in the liberal arts and sciences with the intent of producing thoughtful leaders and virtuous citizens.
	CATION , exploration of	NOCA will utilize a classical education model to develop within its students the intellectual and personal habits an skills upon which responsible, independent, and flourishing lives are built, in the firm belief that such lives are the basis of a free and just society. NOCA strives to offer enrichment and to develop character through both curricular and extracurricular offerings, to nurture the child's humanity with a constant view to the potential adult. The time honored liberal arts curriculum and pedagogy direct student achievement toward mastery of the fundamentals in the arts and sciences, and understanding of the foundational tenets of our Western heritage. The curriculum by generation
soul and which remain cold; rather they are adm	ompelling beca ired because th the meaning a	refers to those traditional works of literature, history, and philosophy that embody perennial truths of the human use they present these truths in memorable, or beautiful, ways. These classics are admired not because they are ney have continued to ring true with people of many eras, cultures, and tongues. The classics provide the most and potential of human life. They introduce students into a conversation which spans millennia and seeks to man heart and mind.
Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i> , and compelling vision statement that describes the anticipated operation, function and success of the school over time.

books curriculum designed to engage the student in the highest matters and the deepest questions of Truth, Justice, Virtue, and Knowledge.

Classical education is language intensive, knowledge-centered, and trains the mind to collect and analyze information and to draw conclusions based on that information. The model demands self-discipline and instills virtue (the ability to do what is right despite other inclinations), and produces intelligent, literate, curious young adults who can read, write, calculate, think, understand, solve problems, and follow through on a wide range of interests. A classical education requires a student to examine moral and ethical issues. The model utilizes history as a significant organizing principle, and therefore students learn the place of their lives, families, and communities in the broad landscape of human existence and achievement. Classical education is systematic and rigorous with purpose-driven goals, and a method to reach those goals.

Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?)	
		State the school's clear, concise, and compelling philosophy that describes the values and beliefs by which	
		the school will operate.	

Northwest Ohio Classical Academy (NOCA) will train students who will be stewards of the "Western Tradition" and the pillars of a free society. NOCA believes that the diffusion of learning is essential to the perpetuity of this tradition. Therefore, the aim is to provide a liberal education not geared toward a specific trade or profession, but one that aims at understanding the highest matters and the deepest questions of Truth, Justice, Virtue, and Beauty. Where possible, NOCA must engage those ideas and principles in the original texts that have both intrinsic worth and beauty and are worthy of study and contemplation in and of themselves. NOCA finds a clear expression of this legacy both in the founding documents of our country as an experiment in self-government under the law and the literary and scientific education of the founders themselves. As they sought to avoid the problems of pure democracy as seen in Athens and of a republic that gave way to an empire in Rome and despotism in Europe, NOCA must engage in those ideas in order to have a citizenry who understands the perils of each. NOCA will accomplish this task through a classical, great books curriculum designed to engage the student in the ideas and principles of our country's founding.

Several unique innovations characterize NOCA:

- 1. All students in grades four and five will be informally introduced to Latin roots which have been demonstrated to improve reading comprehension and vocabulary and bolster performance in all subjects. The formal study of Latin will begin in grade six.
- 2. Upper-level students will study history mainly through primary source documents to foster analytical skills and essential insight into their culture and heritage.
- 3. All students will be trained in study skills such as time management, organization, and note taking that are essential for building stamina for further academic pursuits.
- 4. The program will introduce and seek to instill virtues of character in all grades through these pillars of character education:
  - Courage
  - Moderation
  - Justice

- Responsibility
- Friendship
- Prudence
- Wisdom
- 5. Instruction in the classical virtues (prudence, justice, temperance, and fortitude) will be introduced in the upper grades as a continuance of the elementary character program and necessary support of the classical curriculum.

To achieve our mission, NOCA will emphasize education in the humanities, the sciences, and the arts in several current and research-based curricula/programs in elementary, middle and high school grade classes, which include:

- 1. The Core Knowledge Sequence (a specific, grade-by-grade core curriculum of common learning)
- 2. Literacy Essentials by Regie Routman

Singapore Math (a conceptual approach to mathematical skill building and problem-solving)

Classical Education upholds a standard of excellence and has proven itself over the course of time. NOCA's high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel not only in learning but also in character development. At NOCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition. Students will graduate from NOCA as highly literate and ethical citizens who are well-prepared to advance into any college or career path and on to any life endeavor while inspiring others.

# **Basic Learning Environment**

The basic learning environment at NOCA will primarily be classroom-based. Daily homework will constitute the majority of independent study for the students. Class sizes will be kept reasonably small to ensure the teacher-to-student ratio is most effective. The mission of NOCA is to develop the academic potential and personal character of each student through a rigorous, content-rich classical curriculum in the liberal arts and sciences with the intent of producing thoughtful leaders and virtuous citizens. The goal is to develop within its students the intellectual and personal habits, virtues, and skills upon which responsible, independent, and flourishing lives are built, in the firm belief that such lives are the basis of a free and just society. The NOCA prepares its students to be leaders in their homes and communities, entrepreneurs in business, and statesmen in government. Through its content-rich curriculum with a strong emphasis in civics, NOCA provides a traditional education with a constant view towards developing exceptional American citizens.

The Founders of the United States of America built a free republic on certain fundamental principles. In 1776, George Mason wrote in the Virginia Declaration of Rights, "No free government, nor the blessings of liberty, can be preserved to any people, but by a frequent recurrence to fundamental principles." By fundamental principles, Mason referred to the certain understanding about nature, rights, and government that was later expressed in the

Page **3** of **112** 

Declaration of Independence and are fundamental to the United States Constitution. NOCA agrees with George Mason and the other founders of our country that the maintenance and prosperity of a free republic depend upon the capacity of the American people to remain faithful to those founding principles.

Among those founding principles is self-government. The American founders understood self-government in the twofold sense of political selfgovernment, in which we govern ourselves as a political community, and personal self-government, according to which each individual is responsible for governing himself or herself. They believed the success of political self-government required a flourishing of personal self-government and that both are essential to preserving the American way of life. Self-government requires character and good habits. Essential elements of self-government are academic in nature, and these rely in large part on education. Benjamin Rush, a signer of the Declaration of Independence, said the only method of rendering a republican form of government durable "is by disseminating the seeds of virtue and knowledge through every part of the state by means of proper education." The Founders understood that education, an education that provides citizens with the knowledge and character necessary for selfgovernment, is essential to the maintenance and prosperity of the American Republic. For that reason, they and leaders throughout our history firmly supported education. They also had strong opinions about what the components of education.

Thomas Jefferson's 1779 *Bill for the More General Diffusion of Knowledge* states that the object of education in primary schools is, "to instruct citizens in their rights, interests, and duties, as men and citizens." This idea was necessary to make the people the guardians of their liberty. According to Jefferson, in grammar schools, students should be taught Latin, English grammar, reading, writing, arithmetic, the elements of mensuration, and the outlines of geography and history. Furthermore, the books for instructing children to read shall at the same time make them acquainted with Greek, Roman, English, and American history. Jefferson wrote, "by apprizing them of the past we will enable them to judge the future."

NOCA's educational philosophy and curricular approach were selected to provide the caliber of education Jefferson envisioned. NOCA's classical curriculum—borrowing from the Core Knowledge sequence, supplemented by the Literacy Essentials Program and Singapore Math, Geometry, Art of Rhetoric by Aristotle, offering Latin, and providing a strong emphasis on civics and classical virtues—will provide students with a robust education that challenges them to excel both in learning and character.

At NOCA students will learn language and literature, history, geography, government, math, the sciences, music and the visual arts in a coherent and orderly program that runs from the rudiments of basic literacy and math skills to higher orders of thought and expression. Students will be taught an organized sequence of skills and core knowledge through sound, time-proven methods. They will read classic works of literature, study fine arts, and learn first-hand accounts of history through the study of primary source documents, including the Declaration of Independence and the Constitution. They will be introduced to the likes of Scylla and Charybdis as a lesson in difficult choices and of Sisyphus as a lesson in futility. Students will also receive rigorous training in the fundamentals and theories of math and science, including the scientific method and will benefit from Socratic instructional techniques and training in study skills that further foster learning and character development. Through the Socratic method, students will learn to ask important questions, setting them on the path to understanding themselves and their world, and encouraging them to act ethically and responsibly. Upon graduation, NOCA desires that all students read well, enjoy it, and understand its importance throughout their lives. Reading is at the very heart of

the curriculum. Students will read the classics for pure enjoyment and for the lessons they will learn there. Students will find out about "The Emperor's New Clothes," laugh with "The Bremen Town Musicians," and sail with Odysseus in the *lliad* and *Odyssey*. The core curriculum choices will ensure students know about world geography. Students will know where the Straights of Gibraltar are and the Bosporus and Dardanelles Passages, and why they are important. Students will explore events in history from the cradle of civilization in the Euphrates valley to the European, African, and Eastern development over the centuries. Students will know the tragic history of wars in Europe and America's involvement in them. Students will learn why Columbus said he sailed here and the conquest and settlement of the American Continent including the "little settlement" at Plymouth, Massachusetts. Prominent will be the explanation of what is and isn't meant by the term "American Exceptionalism." They will learn of the "Shot Heard 'Round the World" at Lexington Green and what prompted that event. They will learn about the "Great Wars" of the 20th century and what the "Iron Curtain" was and the "Berlin Airlift"—including its infamous "Berlin Candy Bomber."

According to Aristotle, one becomes good only by observing and practicing the right behavior. NOCA will instruct students in the classical virtues, both inside and outside of the classroom. Discipline, ethics, and personal responsibility will be modeled and expected. Students will be introduced to the virtuous behavior of timeless heroes and heroines of literature and history. Moreover, the school will define a standard of behavior using Seven Pillars of Character (courage, moderation, justice, responsibility, friendship, prudence, and wisdom). Emphasis upon these standards of excellence will help students learn and develop virtuous behavior alongside patterns of thought and conduct based on high moral standards as well as attend to their social emotional learning.

NOCA's robust academic program and training in the virtues will be supported by a well-regulated campus that fosters positive relationships between students, parents, and teachers. Teachers and Instructional Aides will receive training before implementing the curriculum or assisting in the classroom. Teaching methods will be modified and differentiated to meet student needs. The success of every student will depend upon his or her consistent effort and perseverance. Each student will receive the support of every staff member whose focus is on academic achievement and a commitment to educational excellence. The Founders of this country believed the purpose of education is to prepare students to become good people and good citizens. In alignment with that vision, NOCA will provide students with a content-rich education in the classical tradition and a clear understanding of actions and their consequences that will prepare them to become excellent, highly literate individuals and active, responsible members of their community prepared to articulate and uphold our Nation's founding principles.

# **Classical Education Success**

NOCA will benefit significantly from collaboration with the Barney Charter School Initiative (BCSI). BCSI is a project of Hillsdale College and is devoted to supporting the launch of K-12 charter schools. Their goal is to assist schools that can provide a rigorous, classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue. BCSI is NOT a charter management organization but will provide the design of the educational program, assist in the marketing efforts for student and teacher recruitment, and offer staff professional development. BCSI has developed a curriculum that has shown success in addressing a wide variety of student needs. BCSI has collaborated with seventeen classical schools (with four additional schools opening in 2018) to provide such services. Fourteen of the seventeen campuses are performing exceptionally well as **Chart 1: BCSI Schools** will indicate with most schools achieving grade A, the equivalent, or "Met Standards" academic performances.

				-	_
			Enrollment		
	Accountability	Accountability	in Acct.	Grades	
Chart 1: BCSI Schools	Rating	Year	Year	Offered	Overall Score
Northwest Arkansas Classical Academy					85.79 (K-8), 86.68
1302 Melissa Dr., Ste #100, Bentonville, AR 72712	A (K-8), A (9-12)	16-17	555	K-11	(9-12)
Founders Classical Academy of Mesquite					
790 Windbell Cir, Mesquite, TX 75149	Met Standard	17-18	513	K-10	73
Founders Classical Academy of Leander					
1303 Leander Dr., Leander, TX 78641	Met Standard	17-18	648	K-12	88
Founders Classical Academy of Lewisville					
1010 Bellaire Blvd, Lewisville, TX 75067	Met Standard	17-18	906	K-12	90
Founders Classical Academy of Flower Mound					
500 Parker Square Rd, Flower Mound, TX 75028	Met Standard	17-18	431	K-7	86
Mason Classical Academy					
3073 Horseshoe Dr. S, Naples, FL 34104	А	17-18	852	K-12	85%
Pineapple Cove Classical Academy at Palm Bay					
6162 NW Minton Rd, Palm Bay, FL 32907	А	17-18	602	К-8	66%
St Johns Classical Academy					
114 Canova Rd, Fleming Island, FL 32003	С	17-18	350	К-8	45%
	2 star (K-5), 5				
Founders Academy of Las Vegas	star (6-8), NA (9-				28% (K-5), 87% (6-
5730 W Alexander Rd, Las Vegas, NV 89130	12)	16-17	570	K-12	8)
Seven Oaks Classical School					
200 E Association St, Ellettsville, IN 47429	А	16-17	160	K-8	103.9
Atlanta Classical Academy					
3260 Northside Dr. NW, Atlanta, GA 30305	С	16-17	592	K-10	75.5
Estancia Valley Classical Academy					
132 Impala Court, Moriarty, NM 87035	А	17-18	490	K-12	83.14
Livingston Classical Academy					
8877 Main St, Whitmore Lake, MI 48189	98.75	16-17	143	К-9	98.75

# 6.3b Curriculum

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

6.3b	1) Provide specific standards with detailed descriptions for all core and non-core content (physical education,
	music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each
	student to acquire learning across all four learning domains: foundational knowledge and skills, well-
	rounded content, leadership & reasoning, and social-emotional learning.
	If the school uses Ohio's Learning Standards in all core and non-core content areas, please check the box. X

Northwest Ohio Classical Academy (NOCA) will use the Ohio Learning Standards for all core and non-core content areas. Core content areas will consist of Reading and Writing, History/Geography, Science, and Math. Non-core content areas include Physical Education, Visual Arts, Music, and Foreign Language. NOCA's curriculum has been aligned with Ohio Learning Standards as found at <a href="http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards">http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards</a>. The following is a list of core content areas and relevant link to the standards. NOCA will also provide a curriculum that follows the Ohio Learning Standards for Social Emotional Learning. The link to the standards is listed below.

#### Foundational Knowledge & Skills

NOCA through the Core Knowledge will provide literacy, numeracy, and technology.

## Well Rounded Content

NOCA will teach social studies, sciences, languages, arts, music, and physical education. Ohio Learning Standards links are as follows:

Explicit Phonics, Grammar, Reading, Writing, and Literature - <u>http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards</u>

Math - <u>http://education.ohio.gov/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics</u>

Science - http://education.ohio.gov/Topics/Learning-in-Ohio/Science

History - http://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies

Physical Education - <u>http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education</u>

Visual Art - <u>http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Visual-Art-Standards-Final-2.pdf.aspx?lang=en-US</u>

Music - http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Music-Standards-Final-2.pdf.aspx?lang=en-US

Foreign Language (Spanish and Latin) - <u>http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Foreign-Language/FINAL\_PreK-</u> <u>12 Standards with links may9 2014.pdf.aspx</u>

#### Leadership & Reasoning

Concepts of problem-solving, design thinking, creativity, and information analytics are embedded in all courses that include languages, math, science, history, physical education, visual art, music, foreign language, and social-emotional learning.

#### Social Emotional Learning

Social-Emotional Learning (SEL\_ http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Social-and-Emotional-Learning/Social-and-Emotional-Learning-Standards/K-12-SEL-Standards-Full-Final.pdf.aspx?lang=en-US)

The Core Knowledge scope and sequence has been aligned to Ohio Learning Standards, and the full alignment is attached. The initial alignment is complete. The alignment was matched to each and every Ohio Learning Standard for math, ELA, Science, Music, Latin, and Physical Education. Supplemental curriculum tools may be used as beneficial to ensure the standards are fully met in areas as may be needed. Attachment 6.3b1\_NOCA ScopeSequence and Attachment 6.3b3\_NOCA\_Curriculum Alignment demonstrates how the Core Knowledge is aligned. NOCA has also aligned the curriculum chosen to the Ohio Learning Standards for SEL as well as addresses those standards through its intense and daily teaching of virtues.

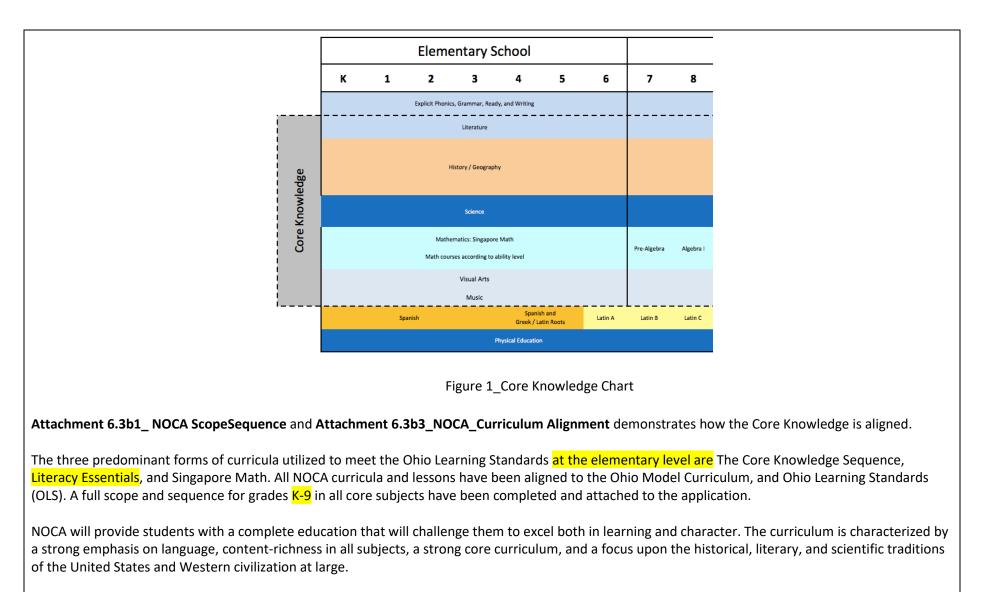
Curriculum - Model	6.3b	2) Does the school plan to use the Ohio Model Curriculum?	
		X Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.	
		$\Box$ No, the school will utilize the curriculum model described below.	
		If "no" is marked, provide evidence of the school's written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.	

Northwest Ohio Classical Academy (NOCA) will utilize the Core Knowledge and the MLA standard as its written curriculum. Core Knowledge is aligned with the Ohio Model Curriculum in all core and non-core content areas. As its foundation, the curriculum will emphasize mastery of:

- Basic skills in reading, writing, and mathematics at the primary level
- Core subjects—English language and literature, history, geography, government, physical and biological science, mathematics
- Other classical areas of study—music and visual art
- Foreign language-Latin and Spanish
- Character development
- Physical Education

The basis of these subjects from Kindergarten through 9th grade is the Core Knowledge Sequence, made available through the Core Knowledge Foundation. This sequence was developed to provide comprehensive order to K-9 education, with the intention of training students in the art, literature, science, history, math, and language that form their cultural and intellectual inheritance. The Core Knowledge Sequence was first published in 1988 and has been successfully employed and tested in hundreds of schools throughout the United States. See below for a framework of the model.

# 0 2019-2020 St. Aloysius Sponsorship Education Plan - Charter Attachment



The Core Knowledge Sequence is based upon E.D. Hirsch's idea of cultural literacy, which makes it the ideal curriculum for a classical school. The Core Knowledge Sequence provides a grade-by-grade sequence of specific topics to be taught in grades K-8, with Composition and Rhetoric taught at the high school level. It will provide the basic curricular framework for history, geography, literature, visual arts, music, and science at NOCA. Cultural literacy will

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be the guiding principle. Topics which are especially important for cultural literacy are repeated in a spiraling fashion—so that younger students build a firm but broad foundation in these topics while older students are able to achieve depth. The sequence provides a necessary order across grades and between schools and families, such that teachers can base their lessons upon what students have learned and will learn, and parents can anticipate what their students will learn in each grade. The Core Knowledge Foundation provides resources to support most of the sequence. Additional support materials will be made available as well that are aligned to the OLS.

## Grammar School, Grades K-6

## Language

In the earliest grades, the curriculum focuses primarily on language, with the bulk of the school day given to teaching literacy and numeracy. Both subjects are foundational to a student's education, so the resources and methods deployed in each case must be consistent and excellent.

## Literacy

Reading and spelling will be taught through an explicit phonics program. Research confirms that systematic synthetic phonics instruction is significantly more effective than other types of instruction. Explicit teaching of phonics will occur during a discrete part of the day. Students will be required to "sound out" words based upon the rules of phonics, not to guess at them. Spelling will be taught by applying phonetic rules. Grammar will be taught prescriptively, especially through diagramming. Vocabulary instruction will emphasize the knowledge of the origin and meaning of words. Students will study word origins, especially Latin and Greek roots. Students will use their dictionaries and read classic literature rich in language. Fairy tales, fables, and poetry will be read; famous lines and poems will be memorized. Teachers will constantly explain the meaning of words to students.

NOCA anticipates that a number of students entering the school will require remediation in reading, spelling, and particularly writing. Therefore, the school will provide a robust remedial literacy program for those students who are not at grade level for reading. The remedial program will lead to phonics. These lessons will be conducted largely during times in the student's schedule that do not conflict with core courses and may be substituted for an elective or another non-core course as determined by the Principal. NOCA will use the Literacy Essentials program, supplemented by training and materials from Access Literacy, to teach literacy and related skills.

## **Cultural Literacy**

In addition to the ability to read, human beings must know the core elements of their cultural heritage to attain full literacy. NOCA will embrace the principle of cultural literacy, which refers to the fundamental articles of knowledge necessary to read, speak, and write in any field of inquiry and to communicate with fellow citizens.

## **Mathematics and Numeracy**

NOCA's approach to numeracy mirrors its approach to reading, writing, and vocabulary—learning and memorizing the facts of math in all branches of mathematics. Students will learn the concepts behind numerical relations. For example, teachers will ask, "What is a fraction?" "What does it mean to

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multiply two threes? (2 X 3)" "What is a place value?" When students learn only the algorithm, they do not understand the mathematics behind the equation. NOCA will employ Singapore Math, a program that teaches math conceptually and focuses on mastery of essential math skills.

#### Latin and other Foreign Language

The central position of language in the curriculum continues throughout the elementary and middle school grades. In grades 4 and 5, students will learn Latin and Greek roots of English words. In 6th grade, students begin learning formal Latin and will continue with Latin through 9th grade. Latin is introduced and taught alongside English so that students learn the structural underpinnings of their own language, expand their vocabulary, and improve their reading comprehension. NOCA may teach Spanish or French in the grammar school as an elective or as a required course. If the school offers a foreign language, the language will be taught predominantly by the immersion method; therefore, much of the course will be conducted in the language as taught by a native or near-native speaker.

## Science

Although the classical school may appear to emphasize the humanities, the sciences are no less critical than the humanistic disciplines and will be an integral component of the education model. The Core Knowledge science program focuses on thematically linked science topics and biographies of great scientists. The order of the Core Knowledge program allows for regular repetition of the most important topics, such that students are well-versed in the fundamentals by the time they reach high school. The science program is supported by Pearson's Science Explorer series, complete with integrated lab manuals and demonstrations and Delta Science Content Readers.

## Arts

**Fine Arts** - Students at NOCA will also receive instruction in the fine arts. Studying music and the visual arts will inculcate a love of the beautiful and equip students with important core knowledge about their culture. In keeping with a classical education, NOCA will teach music and art through an intensive study of technique and the works of the masters – Bach, Mozart, Beethoven, Raphael, Michelangelo, and Monet.

**Visual Arts** - Students will learn about the elements of art, sculpture, portraits, still life, landscapes, photography, architecture, expression, and abstraction. Equally crucial to the acquisition of knowledge about art, will be the development of the artists themselves. Every student will receive instruction in drawing, painting, and sculpture.

**Music** - In music education, students will be exposed to a wide array of music from jazz to orchestral music as well as vocal music that includes songs from the Baroque, Classical, and Romantic periods. They will learn about composers and their music, the elements of music, and vocal ranges and instruments. All students will learn to sing in harmony and read music.

## **Civic Education**

Civic education—teaching concerning the political order and the individual's rights and responsibilities in that order—begins in the elementary school, as outlined in the Core Knowledge Sequence. Students will learn through American history the basic facts that led to the creation of the American republic

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and about subsequent efforts to maintain liberty and justice under the rule of law.

#### **Character Development**

Too often, expectations of students with respect to their behavior are considered distinct from a school's curriculum. NOCA will inculcate good character in its students by maintaining order and decorum in the classrooms, holding students accountable for their assignments and personal conduct, and explicitly teaching them the fundamentals of good character. The school will adopt a set of core virtues that will build students' moral vocabulary and point them to the character traits necessary to live a good and happy life. This process will be implemented by introducing and promoting the Eight Pillars of Character (*citizenship, courage, courtesy, honesty, respect, responsibility*) and four classical virtues (*temperance, fortitude, justice, prudence*). NOCA will explain the virtues to students in detail and will base citizenship marks, its discipline policy, and the decorum of the school on the practice of those virtues. In addition to cultivating a moral culture that will pervade the classrooms and the halls and thereby create an environment of "positive peer pressure," the school will teach character through the curriculum.

## **Physical Education**

NOCA will adopt the Ohio learning standards as the curriculum for physical education in the school and will comply with all standards as indicated by the National Standards for K-12 Physical Education by SHAPE America and ODE standards and benchmarks. The goal of physical education is to develop physically literate individuals who have the knowledge, skills, and confidence to enjoy a lifetime of healthful physical activity. To pursue a lifetime of healthful physical activity, a physically literate individual:

Has learned the skills necessary to participate in a variety of physical activiti

- Has learned the skills necessary to participate in a variety of physical activities;
- Knows the implications and the benefits of involvement in various types of physical activities;
- Participates regularly in physical activity;
- Is physically fit;
- Values physical activity and its contributions to a healthful lifestyle.

## **Health Education**

Northwest Ohio Classical Academy's Science curriculum covers these health standards and where a standard is missed, CA will follow the Ohio requirements and guidelines for Health Education

## Leadership & Reasoning

Concepts of problem-solving, design thinking, creativity, and information analytics are embedded in the teaching of language, literacy, cultural literacy, character development, civic education, math, science, history, physical education, arts, music, foreign language, and social-emotional learning.

## **Social Emotional Learning**

NOCA will utilize the Ohio Learning Standards for social-emotional learning. These learning domains include foundational knowledge and skills, well-rounded content, leadership and reasoning, and social-emotion learning. The curriculum utilized is aligned to these Ohio Learning Standards.

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## Middle and High School, Grades 7-9

During middle and high school, NOCA will continue to implement the programs begun in grammar school, while going into greater depth. The students will have an increased capacity for logic in their thinking, speaking, and writing.

## Literacy

Additional avenues may be used to immerse students in language, such as listening to books on tape. A remedial reading program will continue for students who are behind grade level. Further, even for students not needing remediation, emphasis on solid literacy (reading complex texts, spelling, grammar, writing, immersion in rich vocabulary) will continue. The teachers of all disciplines will emphasize correct speaking and writing, not just the English teachers. The students will utilize classical literature to further their understanding of reading and writing concepts.

## Mathematics

Mathematics in the middle and high school will continue to build a deep understanding of mathematical concepts using the Singapore materials and course specific instruction and materials for Algebra and Geometry. Math classes will be all scheduled during the first period, allowing students to be grouped by ability, rather than by grade level. This process will allow NOCA to provide remediation as needed and also will allow those who can move at a quicker pace to do so. Pre-Algebra will be taught in seventh grade, Algebra taught in 8th grade, and Geometry taught in 9<sup>th</sup> grade.

#### **Science**

Science in the middle school through 9<sup>th</sup> grade will continue the concepts taught in the earlier grades with the continuation into study of all sciences utilizing the scientific method. However, at the higher-level grades, science curriculum becomes more focused on individual studies of sciences (physical, earth and life) within each grade level and a complete focus on Biology in 9<sup>th</sup> grade.

# **Cultural Literacy**

Cultural literacy will remain a strong priority in NOCA's middle school as students are introduced to new topics and new books. Core Knowledge and *Rhetoric by Aristotle* will remain the curriculum for the core and elective courses through the ninth grade. However, certain aspects of the Core Knowledge sequence in these grades may be altered or augmented, which follows best practices. For example, the literature part of the sequence may be enriched with more books, though the vast majority of literary works in the sequence will be read.

## Latin

The study of Latin begun in the grammar school will continue through the ninth grade. The practice of changing classes in the middle school will allow different levels of Latin to be offered according to students' previous background or mastery of the material in the elementary school. The teaching of Latin will extend beyond the teaching of Latin and Greek roots and require instruction in Latin grammar and Latin-English, and English-Latin translation. Formal Latin in the middle school will be taught through a recognized Latin program such as Wheelock's Latin by a trained Latinist. Teachers will augment the text with more rigorous grammar.

## The Arts

Students will continue to study art and music in the 6th – 9<sup>th</sup> grades, with an emphasis on art and music history. In addition, students may choose a band, choir, orchestra, or advanced art as electives starting in the 6th grade, dependent upon student interest. Students will study works of art from earlier periods such as the Renaissance, Impressionism, Post-impressionism, and the 20th century. They will be exposed to art from all over the world, but the emphasis will be placed on tracing the development of art in Western culture. Those students enrolled in advanced art will participate in an annual art show. Students will study music from the Baroque, Classical, and Romantic periods. Students enrolled in performance groups will be expected to perform at least twice a year. Practice rooms will be made available during study halls and after school. Private lessons may be made available after school as well.

#### **Civic Education**

In the middle school, students in the eighth grade begin a more complete study of the Constitution of the United States per the Core Knowledge Sequence. Considerable attention will be devoted to the manner of citizen the Founders envisioned and consequently to the rights and responsibilities required for successful self-government.

#### **Physical Education**

As in grammar school, the physical education program shall keep students active, fit, and healthy. It will be used as a time to reinforce the school's culture. Students will be encouraged to participate in group activities, try new sports and challenge themselves. NOCA's physical education standards will be aligned with state standards.

#### **Health Education**

Northwest Ohio Classical Academy's Science curriculum covers these health standards and where a standard is missed, CA will follow the Ohio requirements and guidelines for Health Education

#### **Moral Education**

Just as the students' civic education will dwell on the principles of self-government, the prevailing theme for teaching good character will be that of individual self-government. The Principal and school leadership and staff will stress moral education for the middle and high school students to ensure proper discipline in the school and to teach the positive aspects of the character. A discipline policy and code of conduct will be enforced.

## Leadership & Reasoning

Concepts of problem-solving, design thinking, creativity, and information analytics are embedded in the teaching of language, literacy, cultural literacy, character development, civic education, moral education, math, science, history, physical education, arts, music, Latin, and social-emotional learning.

#### **Social Emotional Learning**

NOCA will utilize the Ohio Learning Standards for social-emotional learning (SEL). The SEL domain includes self-awareness and management, social

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awareness, relationship skills, and responsible decision-making. The curriculum utilized is aligned to the Ohio Learning Standards.				
Curriculum - Pacing Guides	6.3b	3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.		
Northwest Ohio Classical Academy (NOCA) school leadership staff partners with the Barney Charter School Initiative (BCSI) for the educational model and scope and sequence. As part of BCSI's assistance to NOCA, BCSI along with Adkins and Company, a consulting company, has developed all initial K through 9 curriculum maps and alignment of the curriculum with Ohio Learning Standards to ensure the school is prepared. This level of ongoing evaluation of				

curriculum maps and pacing guides will be completed annually by the School Accountability Committee (SAC) to ensure the school's curriculum is meeting the standards as required in Ohio. The SAC will consist of the Principal, Vice Principal, Dean of Students, **Resource Teachers**, Intervention Specialists, and **Teacher-Based Teams**. Teachers are continuously involved in the development of curriculum maps and pacing guides.

#### **Curriculum Maps**

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. The major difference between curriculum maps and pacing guides is that curriculum maps are for implemented instruction -- of what will be taught during the current school year. Pacing guides, on the other hand, project what pace (how long on a concept) and when and how instruction will be adjusted.

The curriculum map provided is the scope and sequence. When teachers are hired, they will work with BCSI to develop initial pacing guides. **Teachers** are involved in the process and are led by the building leaders to develop the pacing guides. The Curriculum Map is implemented in July during teacher training. The teacher-based teams are vertical teams and are based upon grade levels. The building level team monitors the development and implementation of the pacing guides.

## **Curriculum Maps/Pacing Guides Development Process**

The curriculum mapping development process systematically organizes what will be taught, who will be taught, and how it will be taught. Each component affects and interacts with other components. For example, what will be taught is affected by who is being taught (e.g., their stage of development in age, maturity, and education). The Core Knowledge framework is flexible and allows educators within the classroom to response to student needs.

The curriculum mapping ensures students are provided curriculum and instruction that is individualized to their specific needs. Students, whether above or below grade level, will work with material at their individual level. Teachers will use instructional strategies such as The Socratic Method, Ability Groups, and Explicit and Systematic Phonics Instruction to ensure all students are engaged regardless of their instructional level. The school will employ

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Intervention Specialist and contract Speech Therapists, or other services as needed. These support personnel will make modifications to curriculum or provide support as necessary to ensure the school's curriculum and framework is accessible to all students. These modifications can include re-teaching and re-reading elements or focusing on select aspects of the text for phonics and fluency focus. Through the curriculum mapping process, the school will address specific subsets of needs and align Core Knowledge, Literacy Essentials, Singapore Math and supplemental resources to ensure teacher success. Through the curriculum mapping process, the SAC will create pacing guide for all grade levels.

# **Pacing Guides**

A pacing guide is the itinerary for teaching. With a teacher-based team, a teacher decides what he/she is going to teach and when it is going to be taught. While the lessons and teaching style can be different, the standards, assessments and basic content are taught together. Using this process, the SAC can examine data and make decisions to increase student learning.

The pacing guide details when particular content standards should be taught and/or assessed. While still offering teachers flexibility on how to teach, its integration with common assessments is crucial to judging student progress so that the school knows the content has been covered or not covered and can assess why students did well or performed poorly on a particular assessment. Examining the pacing guides within the data analysis meetings allows SAC to understand if an element was taught; allowing the team to identify intervention plans and strategies for those not meeting the standard versus the areas that have not been taught.

In contrast to curriculum maps, pacing guides are timelines for teachers that show what each teacher, at each grade level, should plan to cover over the course of a year. Each subject area follows a logical sequence within a grade level and between grade levels. **Like the curriculum maps, pacing guides are also reviewed and discussed with every teacher at data analysis meeting twice a year to ensure the pacing is correct and accurate.** The pacing guide used by the school is separated into multi-tiered levels that will allow clear and focused differentiation for all students in the school. Each tier of the pacing guide is accompanied by resources that can be utilized to enhance the teaching of that particular subject. The pacing guides are tiered due to the varying ranges of academic proficiency within grade levels of students over the course of the year. Students who require Special Education, for example, may not be exposed to the same level of work and grade level standards within the instructional calendar year as other students. The reviews also determine if the additional time should be given or if an item should be moved up or warrant additional time and depth for students. Resources are built into the maps to direct teachers to items that reflect best practice for the learning that is to take place. Supplemental resources are constantly added and developed by the SAC.

# **Supplemental Resources**

The teacher-based teams per grade level will use the ODE website and their supplemental resource and reference ideas to assure that the curriculum is aligned to OLS. Instructional strategies and resources are on the ODE website and listed under the standards. The TBTs will utilize these types of resources for instruction. To assure any gaps are addressed, the school will go to the ODE website and research a standard to utilize recommended instructional materials. When the standards change or are revised, the subject teacher-based teams will check curriculum alignment every year. Standards are deconstructed to assure the supplemental resources are OLS aligned per the process below.

#### **Deconstructing Standards**

Standards are deconstructed during the area collaboration meetings. Content area collaboration teams are organized by the Principal. These collaboration meetings were developed in order to improve and focus teaching and learning to a standards based model. All subject area teachers participate in these quarterly meetings. Prior to each meeting, courses are chosen for dissection. Each teacher prepares course dissection information for specific areas within each of the courses. Each teacher is tasked to assess the alignment of the resources with the OLS. Teachers also analyze rigor within the course and are tasked to develop additional standards based activities for areas within the curriculum that lack depth of standard alignment. All teachers are also tasked with researching and providing resource ideas to accommodate students with diverse learning styles.

During content collaboration meetings, all subject area teachers provide dissection worksheets to the Principal and SAC. As a subject specific team (building level leaders, teachers), the school reviews all teacher course dissection information, suggestions, and additional resources to come to a collective agreement on curricular areas that have gaps in standards alignment. Each teacher developed resource is discussed and voted on by all content specific teachers and the SAC to determine specific additional resources to be embedded universally within the instructional practices. Resources are approved by the Board.

The specific resource that has been developed to house all changes, additions, and resources is called the "course syllabi". Each subject area has shared course syllabi that provide a framework for instruction for each subject available to teachers. The course syllabi include additional resources proven effective for special education modification suggestions, differentiated learning, and pacing guides for student course completion. As each subject-specific collaborative group dissects courses, all agreed upon amendments are embedded into the course syllabi for all teachers use.

Additionally, to supplement the written curriculum and pacing of instruction that is determined by NOCA, as noted above, the school will deconstruct the OLS to assure alignment that determines what students need to be successful on state assessments. To assure that teachers have deconstructed the OLS, developed the appropriate pacing guides, and are assessing performance based upon the rigor of the OLS, these processes will be reviewed during SAC meetings. Based on the initiatives set by the Principal and building-level leaders, NOCA will develop teacher PD programs, develop instructional best practices, survey teachers to identify areas of needed professional development, and develop a direction for further collaboration team meetings.

#### Data Analysis

The curriculum maps are reviewed to identify and address academic gaps, address redundancies, and/or misalignments to improve the academic achievement and the effectiveness of the curriculum or the programs used to instruct students. After the first assessment cycle of NWEA/Maps, teachers and SAC begin the process of ensuring pacing guides as developed, will ensure student learning is on track and make adjustments for the teacher or grade band if necessary. This process is reviewed twice per year with teachers as data is reviewed and analyzed for each grade level.

Beginning in the spring of each year, the SAC will begin to review and discuss the pacing guides and maps **with teachers** and make additional adjustments for the following school year and adjust to ensure gaps are found and addressed. The team reconvenes and reviews the draft for the upcoming year and matches the guides to state data received in June of that year to further determine gaps and or changes that are required. Curriculum Maps are created and finalized by August 1 of each school year.

#### **Lesson Plan Templates**

NOCA will follow all curriculum maps and pacing guides. Actual individual instruction is the responsibility of each teacher with the guidance and oversight of the school's Principal and SAC. Therefore, all model units and lesson plan templates will be prepared at the classroom level by the teaching faculty. The model allows for individualized instruction and differentiated lessons in implementing the curriculum based upon the needs of the students.

### **Change Approval and Change Process**

The Core Knowledge Framework is provided by the Barney Charter School Initiative. Literacy Essentials and Singapore Math are BCSI's recommended resources for phonics and math, respectively. These resources are all researched based. Supplemental resources are determined by the SAC who meets to decide upon any possible changes to curriculum based upon the data meetings that occur. To adopt any new supplemental curriculum, samples are obtained, and content is compared to the Ohio Learning Standards. If necessary, lessons are taught using the recommended resources, and a presentation of the final resources decided by SAC are presented to the Board of Directors. Any suggested changes to curriculum will be presented and approved at a Board of Directors meeting.

#### **Scope and Sequence**

Attachment 6.3b1\_NOCA Scope and Sequence provides the BCSI Scope and Sequence for each of the major subjects from Kindergarten through 9th grade. Portions of this work are based on the Core Knowledge<sup>®</sup> Sequence, an original work of the Core Knowledge<sup>®</sup> Foundation made available through licensing under a Creative Commons Attribution- NonCommercial-ShareAlike 4.0 International License. The BCSI Scope and Sequence differ from the Core Knowledge Sequence in Literacy, Grammar, and Math, though changes are not limited to these subjects. In Literacy, the BCSI Scope and Sequence is based on the Literacy Essentials program as supplemented and modified by Access Literacy, LLC. In Grammar and Math, the BCSI Scope and sequence are based, respectively, on the Well-Ordered Language series and curriculum from Singapore Math and course specific curriculum in Algebra and Geometry by Weeks & Adkins. BCSI has provided a scope and sequence for Latin from grades 6-9.

The BCSI Scope and Sequence includes resource recommendations for teachers to pair with the listed subject matter. In Mathematics, Literature, Literacy, and Grammar, these resources are directly paired to the scope and sequence items, and fidelity to the curriculum requires that these resources be followed quite closely. In Science, History, Visual Arts, and Music, however, these resources should be viewed as aids in teaching the curriculum, but not as the curriculum itself. Teachers need not to employ all of a given science textbook, for example, and fidelity to the curriculum requires that teachers of these subjects use discretion to teach each topic from the BCSI Scope and Sequence using the best available resources appropriate to students' grade level.

In skill-based subject areas (especially literacy and math), this guidance may need to be tailored for a student as it is expected that some students will be

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performing a year or more behind grade level in the BCSI Scope and Sequence in reading and math.

#### **Grade to Grade Promotions**

NOCA will utilize multiple points of data to determine if a student has met the minimum standards for grade promotions. In the event a student does not meet the minimum criteria, he/she will be provided with interventions including tutoring throughout the school year to improve the academic standing and be promoted to the next grade level. Promotion criteria will be communicated to parents during the enrollment process. NOCA will hold conferences to communicate the progress made by each student. After the first semester, if a student has demonstrated he/she may not reach minimum proficiency, the student will be placed on an individualized improvement plan that will be reviewed regularly by our Rtl Leadership Team and re-evaluated as necessary. Every attempt will be made to ensure the success of all students. Below is a sample of the grade-to-grade promotions criteria.

There are two components used as guidelines for promoting kindergarten to first grade:

- 1) Kindergarten students should achieve 90% mastery of the first 26 phonograms. They should be able to say all the sounds with automaticity (1 per second) when shown the letter and write the letter/or letter combinations when the sounds are given.
- 2) The students should be able to read with fluency the letter sounds in nonsense words (See Nonsense Word Speed Drill), fluently read the words on List A (for evaluating the "Basic Code") and fluently read the List B (words taught in spelling in the first semester). Fluency is approximately one word per second. Give the students 60 words from the list, time them for a minute, and they should have 90% accuracy.

There are four components used as guidelines for promoting **first grade to second grade**:

- 1) First graders should achieve 70% mastery of the 71 phonograms. Again, they should be able to say all the sounds with automaticity (1 per second) when shown the letter and write the letter/or letter combinations when the sounds are given.
- 2) First graders should be spelling at least at grade level to be promoted to second grade.
- 3) They should also be able to read fluently the Spelling/Vocabulary List completed in April. Fluency is approximately one word per second. They can give the students 60 words from the list, time them for a minute and they should have 90% accuracy.
- 4) A reading comprehension component could be included. However, if the first three guidelines are met in classrooms using Core Knowledge, the comprehension piece will be in place.

There are four components used as guidelines for promoting second grade to third grade:

1) At the end of second grade, students should achieve 90% mastery of all 71 phonograms for promotion to third grade. They should be able to say all the sounds with automaticity (1 per second) when shown the letter and write the letter/or letter combinations when the sounds are

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given.

- 2) Second graders should be spelling at least at grade level to be promoted to third grade.
- 3) They should also be able to read fluently the Spelling/Vocabulary List completed in April. Fluency is approximately one word per second. They can give the students 60 words from the list, time them for a minute and they should have 90% accuracy.
- 4) A reading comprehension component should be included during the second-grade year. We recommend using McCall/Crabbs Reading Comprehension Books. The books can be used throughout the year to track growth in reading comprehension. The student should be no more than six months below grade level. Schools can use other measures of reading comprehension.

For English Language Learner (ELL) students, the criteria and consequences above apply; however, it is the responsibility of the ELL teacher to justify exemptions. For students requiring Special Education, the criteria and consequences above apply; however, it is the responsibility of the Intervention Specialist to justify any exemption as it might apply to a student's Individual Education Plan.

Curriculum – Lesson	6.3b	4) Explain what specific components are to be included in model lesson plan templates and rationale.
Template		

Each lesson plan will include a section defining the Course/Class, Grade Level, Lesson Title, and Lesson Duration. The main section of the lesson template contains 1) Lesson Objective, 2) Opening Question, 3) Tasks/Activities, 4) Questions during Instruction, 5) Materials, and 6) Concluding the Lesson. These areas allow teachers the space to 1) reflect on and predict challenges that students have traditionally experienced in the content area, 2) prepare for diverse learning, 3) and plan for differentiation for all students including Students with Disabilities, English Language Learners, and Gifted/Talented. Resident Educators (RE) and Resident Educator Mentors review the lesson plan template and assist RE's in developing lessons utilizing its concepts.

The rationale for writing such in-depth lesson plans is to ensure that instruction is rigorous, yet adaptable to the unique needs of each student, including learning style and level of academic readiness. Lessons that are well-written, detailed, and thorough are easily shared with colleagues, providing for cooperation between content areas. Lesson plans are developed based on individual student needs which are derived from NWEA data, prior state assessment data, and transcripts for each student. Lessons are individualized based on where the student is performing within the curriculum.

Before completing the lesson plan, each teacher must consider a series of questions that will aid in instruction. They are as follows:

- > What is your objective for this lesson, or what do you want children to achieve through this lesson?
- How are you going to introduce this lesson? Engage students with an attention-grabbing, the opening question that will eventually lead to the key idea or concept.
- > What does research provide related to this lesson, either from the textbook or outside resources?

- What questions will you ask during the lesson?
- > How will you engage students using a multisensory method for this lesson? (It is important that students do more than just sit during a lesson.)
- > What materials are needed to support your questioning or for an activity to go with this lesson?
- > Think ahead. What difficulties might children encounter with this lesson/activity? How can you support the areas of difficulty?
- > What are your expected outcomes from this lesson?
- How will you know if you have accomplished what the objective of the lesson was, or how will students demonstrate knowledge of what has been taught?

Listed in Attachment 6.3b2\_Lesson Template is the document to be utilized in NOCA classrooms.

The lesson template helps to promote the acquisition and development of high-level critical thinking skills for our students. The template includes the following sections:

<ul> <li>-Instructor Team</li> <li>-Grade Department</li> <li>-Standards</li> <li>-Essential Understandings</li> <li>-Pre-Assessment</li> <li>-Post-Assessment</li> <li>-Materials/Resources</li> </ul>		
Curriculum - Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
core classes of ELA, Math, Sc alignments are attached as d	ience, Socia locument <b>A</b>	sical Academy (NOCA) is aligned with the Ohio Learning Standards. All alignments have been completed for K-9 al Studies as well as non-core areas of Foreign Language, Visual Arts, Music, Health and Physical Education. The Attachment 6.3b3_NOCA Curriculum Alignments. Each content statement has been matched with sections /or resources used by the teachers and students that align with the particular standard. For those areas that need

additional resources to align fully, notes were recorded in the documents and suggested texts and websites to cover the gaps were included.

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The school utilizes the Ohio Learning Standards as the basis for what is to be taught. Core Knowledge is aligned with the Ohio Model Curriculum in all core and non-core content areas. As an additional resource in helping to assure lessons are aligned to the Ohio Learning Standards, the school will utilize resources developed through the Ohio Strategic Plan for Education and Achieve the Core and available on the ODE website. The school will utilize Achieve the Core guides to understand better and implement the standards. The guides will be used to observe teachers as they give instruction and provide them with feedback that supports their planning and reflection per the ODE website. Additional textbook alignments and assessments as well as assessment and lesson alignments are available per the Achieve the Core website at http://achievethecore.org/category/1141/alignment-rubrics-and-textbookadaptations and will be utilized as needed. Additionally, the school will use Ohio Department of Education Gap Analysis tools for core content areas such as the K-8 Gap Analysis as found at http://education.ohio.gov/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics and a review of the Three-Year View (2017-2019) of Suggested Transition Activities for Mathematics on the same page.

Teachers meet during the summer before each academic year to review the standards and lessons to assure all gaps are filled using the above resources. The curriculum is reviewed annually to assure full alignment with the standards.

# Ohio Strategic Plan for Education: 2019-2024

By providing a curriculum that offers well-rounded content, foundational knowledge and skills, leadership and reasoning along with social-emotional learning, NOCA is supporting the whole child and aligned with Ohio's Strategic Plan for Education (OSPE). In alignment with OSPE's priority of providing the first Core Principle of Equity for each student, NOCA is assuring every student is afforded the opportunity to achieve regardless of ethnic identity, race, gender, or academic proficiency. NOCA provides a learning environment ensures every student acquires the knowledge and skills across all four equal learning domains of Foundational Knowledge & Skills, Well-Rounded Content, Leadership & Reasoning, and Social-Emotional Learning to be successful.

In providing the second Core Principal of Partnerships, NOCA considers parents are partners and offers numerous opportunities for parental engagement throughout the school. Additionally, NOCA is partnering with other community stakeholders to assure ALL students have the supplemental academic, emotional, behavioral, and psychological resources needed to excel.

In aligning to the third Core Principal of Quality Schools, NOCA will offer the opportunity for students to close any learning gaps. The school will create strategic improvement plans that will continue to improve student achievement. NOCA supports the OSPE vision that "In Ohio, each child is challenged to discover and learn, prepared to pursue a fulfilling post-high school path and empowered to become a resilient, lifelong learner who contributes to society" that also aligns with the mission, vision, and philosophy of NOCA.

# Alignment to the Mission, Vision, and Philosophy of the School

The mission of Northwest Ohio Classical Academy is to develop the academic potential and personal character of each student through a rigorous,

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content-rich classical curriculum in the liberal arts and sciences with the intent of producing thoughtful leaders and virtuous citizens. The vision of the school is "To have a citizenry worthy of the legacy of our country's founders and the continuation of our American experiment, through a classical, great-books curriculum designed to engage the student in the highest matters and the deepest questions of Truth, Justice, Virtue, and Beauty."

The philosophy of NOCA is that students should be stewards of the "Western Tradition" and the pillars of a free society. NOCA believes that the diffusion of learning is essential to the perpetuity of this tradition. The school seeks to provide an education that aims at understanding the highest matters and the deepest questions of Truth, Justice, Virtue, and Beauty. To support the philosophy, NOCA will employ the ideas and principles in the original texts that have both intrinsic worth and beauty and are worthy of study and contemplation including utilizing the founding documents of America and in the literary and scientific education of the founders themselves.

The classical education model and curriculum to be utilized support the mission, vision, and philosophy narrative. The curriculum utilizes great books and other resources specially designed to engage the student in the ideas and principles of America's founding. Classical education upholds a standard of excellence. NOCA's high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel in learning and character. At NOCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition.

NOCA will utilize The Core Knowledge Sequence, Literacy Essentials, and Singapore Math as the predominant curriculum. The Core Knowledge Sequence includes history, geography, literature, visual arts, music, and science, which are all to be develop well rounded and civic minded students. The program engages in cultural literacy, which supports the mission's goal to produce thoughtful, knowledgeable leaders who are capable of communicating succeeding well within any chosen profession.

To fully develop the academic potential of all students in order to produce thoughtful leaders, literacy will be a strong component of the program, and a remedial literacy program will be available to all students who are performing behind grade level. To better understand the language of the classics or any reading material crucial to developing a broad understanding of truth, justice, virtue, and knowledge, NOCA will offer Latin. To complete a classical education where a well-rounded liberal arts education is sought, math, numeracy, and science will be taught. In support of the vision of NOCA, the works of the great scientists will be studied who pondered great questions only to uncover many of the discoveries enjoyed today. To push the importance of providing thought providing students, the students will learn the concepts behind numerical relations as well as the algorithm.

To develop a well-rounded citizen, every student will receive art and music education. The civic education will teach American history; a pivotal component of educating students who are studying the founding of the country and the founders. To understand the modern interpretations of justice and the rule of law, the Core Knowledge Sequences includes civics. The mission and vision seek to create virtuous students and character development, and moral education will be an important component of the education model.

Additionally, NOCA will implement a discipline policy that helps to develop a moral culture that leads to great citizenship. To support the philosophy that students should be "stewards of the 'Western Tradition' and the pillars of a free society," the importance of debate and defending one's opinion through

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the art of augmentation will be taught in the upper middle school grades. Finally, as an extension of helping to create a healthy and active mind, NOCA will provide physical education at every grade level to produce healthy bodies.

Curriculum - Literacy Skills	6.3b	6) Describe how the school will develop literacy skills across all ages, grades, and subjects, as well as building
		the capacity for effective literacy instruction (i.e., search ODE Ohio's Plan to Raise Literacy Achievement Birth-
		12, January 2018).

Through Ohio's Plan to Raise Literacy Achievement in all students from birth-12, ODE is aligning to the state's current portfolio of literacy-related policies and practices while promoting evidence-based language and literacy instruction and intervention. To achieve this alignment, the state is cohesively coordinating and linking efforts to drive maximum impact through the following strands of action: 1) Shared Leadership; 2) Multi-tiered System of Supports; 3) Teacher Capacity; 4) Family Partnerships; and 5) Community Collaboration. NOCA's education model incorporates all strands into its academic program in order to raise the literacy achievement of all students. In Shared Leadership, NOCA's teachers, TBTs, BLTs, and DLTs will be involved in the "identification of the challenge, the causes of underperformance and the solutions to be implemented and perform leadership tasks in support of the improvement approach." Ohio's Multi-Tiered System of Supports "provides a framework for supporting learners and staff as part of school improvement efforts." NOCA will utilize the Response to Intervention system to identify and support academic and behavior challenges for students and create a 5 Step School Improvement Process to identify processes, address challenges, and monitor efforts that lead to student and school achievement. In Teacher Capacity, "Ohio is committed to improving teacher capacity through focused, sustained and embedded professional learning and coaching in evidence-based language and literacy practices and interventions." In support of this goal, NOCA will implement ongoing Professional Development for teachers and leaders that are aligned to Ohio Standards for Professional Development. In aligning with the Family Partnerships strand focusing on building family partnerships by both early childhood (birth to age 5) and pre-kindergarten through grade 12 educational entities, NOCA will offer opportunities for parent participation in the life of the school and connect with local daycare centers and Head Start organizations as well as ODE referred agencies as a form of outreach and recruitment. In Ohio's last strand of Community Collaboration that includes partnerships at the state, regional and local levels that can help drive literacy improvement and keep in focus why proficient literacy skills are critical, NOCA will utilize partnerships with community stakeholders and ODE resources/personnel/training to increase literacy.

Curriculum – Future	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project-
Success		based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and
		expanding pathways to graduation).

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NOCA's mission aligns with the Ohio Strategic Plan for Education: 2019-2024 One Goal vision that reflects student success one year after completing a high-quality and supportive preK-12 education experience:

Ohio will increase annually the percentage of its high school graduates who, one year after graduation, are:

- Enrolled and succeeding in a post-high school learning experience, including an adult career-technical education program, an apprenticeship and/or a two-year or four-year college program;
- Serving in a military branch;
- Earning a living wage; or
- Engaged in a meaningful, self-sustaining vocation.

The classical education model offers a time-honored liberal arts curriculum and pedagogy that direct student achievement toward mastery of the fundamentals in the basic academic skills, exploration of the arts and sciences, and understanding of the foundational tenets of our Western heritage. The curriculum by purpose and design is a survey of the best intellectual and cultural traditions of the West as they have been developed and refined over many generations. Therefore, students will be fully prepared to engage in a high quality and high performing high school and continue to college, military service, a vocational trade or a career with academic and civic skills as well as the scholarly proficiency that allow productivity and achievement. NOCA will be establishing and working in post-secondary pathways tailored to each individual student's needs.

By closing any academic gaps and offering an education model that teaches language, numeracy, math, English, Latin, civic education, music, arts, cultural education, time management, organization, note taking, prudence, justice, and temperance, while encouraging responsibility, respect, courage, courtesy, honesty, and citizenship, students will be prepared to travel whatever road they choose for a fulfilling life.

# 6.3c Instructional Delivery Methods and Resources/Materials

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

Instructional Delivery	6.3c	1) Explain in detail the primary, evidence-based instructional delivery methods, strategies, and/or
Methods		techniques (i.e., high yield instructional practices, project-based learning, computer-based, etc.) that will
		be used to provide daily instruction in your school to support success for all students.

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Northwest Ohio Classical Academy (NOCA) seeks to provide a content-rich curriculum that uses instructional approaches with proven track records of success. At NOCA the instructional delivery methods, strategies, and/or techniques will depend on grade level, but philosophically are consistent throughout. Central to traditional educational philosophy is the authority of the teacher in the classroom as both the vessel of knowledge and the primary agent for forming the student's character. As such, the teacher plays an active and direct role in the instruction of the academic lessons and the teaching of virtues. In the lower grades, instruction will focus on the explicit teaching of the basic principles and rules of reading, writing, grammar, speaking, and math. Beginning in kindergarten, students will be taught in the Socratic Method to encourage intelligent, logical, and independent thinking. To produce students who communicate effectively, are virtuous, possess cultural literacy, and are active and productive members of American society, well-researched instructional methods that support mastery of State Standards are as follows.

- 1. Explicit and Systematic Phonics Instruction Through the direct teaching of letter-sound relationships through a specified sequence, the foundation for literacy is established and provides students the ability to decode the printed word. Studies show that systematic phonics instruction produces significant benefits for students in kindergarten through 6th grade and for children having difficulty learning to read.<sup>1</sup>
- 2. **Explicit English Grammar Instruction** Using tools such as diagramming and the study of root words, students will be equipped to speak and write with a high degree of communicative competence. As students learn to identify parts of speech and seek to develop syntax, they are able to communicate more clearly on all levels. The more they learn about the English language, and its structure, their ability to easily and fluently express more complex thoughts becomes evident. The results of a study indicated the outperformance of the participants in the explicit group over the performance of the participants in the implicit group in both productive and receptive modes.<sup>2</sup> Another study indicated that explicit instruction was more effective for both simple and complex language features. In addition, explicit instruction led to both greater explicit and implicit knowledge. Finally, explicit instruction was also more effective in the long term (as measured by delayed post-tests).<sup>3</sup>
- 3. **Ability Groupings** Instructional supports and strategies are most effective through the use of flexible ability groupings in the core subjects of Reading, Writing and Math. To best differentiate instruction, providing individualized supports for all learners while maintaining the same expectations of outcome, ability groupings will allow NOCA to tailor instructional techniques and class time to meet the needs of all students. Students will be placed into ability groupings upon admission using initial assessments that indicate strengths and weaknesses. Students will be moved across groupings as additional assessments suggest. Students are responsible for mastery of the same skills and concepts and are required to take the same assessments regardless of grouping. Using differentiated instructional strategies will enable teachers to optimize the learning of all students. "According to a 2010 meta-analysis by Kelly Puzio and Glenn Colby, students who were grouped by ability within a class for reading were able to make up to an additional "half of a year's growth in reading." Similarly, a 2013 National Bureau of Economic Research study of

<sup>&</sup>lt;sup>1</sup> National Reading Panel. (April, 2000). Report of the National Reading Panel. Teaching Children to Read: An Evidence-Based Assessment of the Scientific Research Literature on Reading and Its Implications for Reading Instruction. National Institute of Child Health and Human Development. http://www.readingrockets.org/article/phonics-instruction (accessed 5 September 2018) <sup>2</sup> https://www.sciencedirect.com/science/article/pii/S1877042813000529#bbib0030 (accessed 5 September 2018)

<sup>&</sup>lt;sup>3</sup> Spada, N., & Tomita, Y. (2010). Interactions between type of instruction and type of language feature: A Meta-Analysis. Language learning, 60(2), 263-308.

http://www.anthonyteacher.com/blog/researchbites/research-bites-explicit-vs-implicit-grammar-instruction (accessed 5 September 2018)

students who were grouped by ability found that the performance of both high and low performing students significantly improved in math and reading, demonstrating the universal utility of this tool, particularly as our classrooms become more academically diverse."<sup>4</sup>

- 4. Utilization of Primary Source Documents Primary sources are materials that were created by those who participated in or witnessed the events of the past. They can include letters, reports, photographs, drawings, sound recordings, motion pictures, and artifacts, as well as books. Although sometimes life lessons (e.g., motives, ethics, and "cause and effect") are not necessarily obvious or easy to define, primary sources can bring them to life. They reflect events and experiences that actually occurred and introduce students to the individuals who lived them. Per the Library of Congress, "Primary sources provide a window into the past—unfiltered access to the record of artistic, social, scientific and political thought and achievement during the specific period under study, produced by people who lived during that period. Bringing young people into close contact with these unique, often profoundly personal, documents and objects can give them a very real sense of what it was like to be alive during a long-past era."<sup>5</sup> The Library of Congress further stated that primary source documents, "Engage students, develop critical thinking skills, and construct knowledge."<sup>6</sup>
- 5. Teaching of Study Skills Time management, organizing, memory techniques, notetaking, and outlining will be emphasized throughout NOCA and integrated throughout the curriculum to equip students for higher learning. Developing stamina for challenging and complex work is imperative for the promotion of a strong work ethic. A recent study confirmed that "while many study skills are important for middle school students to know and apply to their academics, those that involve higher order thinking skills or a deeper level of processing are most beneficial to students."<sup>7</sup> Two studies show that "Academic success is foundationally correlated with the acquisition and application of study skills, across a myriad of academic content areas, and for a variety of learners."<sup>8</sup> Additionally, "research confirms that improved study skills correlate to a higher GPA for learners of both genders, across a diverse spectrum of socioeconomic levels and within a variety of academic fields."<sup>9</sup>

6. The Socratic Method - The use of direct, intentional questions to guide students' understanding of problems and their solutions will be a

<sup>6</sup> Ibid

<sup>&</sup>lt;sup>4</sup> Olszewski-Kubiliu, Paula. Setting the Record Straight on Ability Grouping. Education Week Teacher (May 20, 2013) <u>https://www.edweek.org/tm/articles/2013/05/20/fp\_olszewski.html</u> (accessed 5 September 2018)

<sup>&</sup>lt;sup>5</sup> <u>http://www.loc.gov/teachers/usingprimarysources/whyuse.html</u> (accessed 5 September 2018)

<sup>&</sup>lt;sup>7</sup> Thorpe, Christin. Promoting Academic Achievement in the Middle School Classroom: Integrating Effective Study Skills Instruction (Summer 2010) <u>https://files.eric.ed.gov/fulltext/ED510601.pdf</u> (accessed September 2018)

<sup>&</sup>lt;sup>8</sup> Awang, M. G., & Sinnadurai, S. K. (2011a). A study on the development of strategic tools in study

orientation skills towards achieving academic excellence. Journal of Language Teaching & Research, 2(1),

<sup>60-67.</sup> doi:10.4304/jltr.2.1.60-67Study Skills – Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018)

<sup>&</sup>lt;sup>9</sup> Al-Hilawani, Y. (2016a). Metacognition in real life situations and study skills and habits: Two types of processes. International Journal of Progressive Education, 12(1), 73-89. Study Skills – Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed 5 September 2018)

fundamental part of instruction, particularly in literature and history courses. Instructional practices will include:

- lecture/direct instruction/dictation
- modeling/demonstration
- ➢ reading aloud
- singing/chanting/rhymes,
- drilling small bits of information
- > flashcards

Students will be required to "sound out" words based upon the rules of phonics. With explicit grammar instruction and the use of tools such as diagramming and the study of root words, students will be equipped to speak and write with a high degree of communicative competence. "The Socratic method primarily address aspects of the development of skill in critical thinking that do not come from learning types of logical fallacies or the heuristics for evaluating arguments and solving problems. It comes from a socially communicated inspiration to thirst for understanding and to experience the hard work involved in creating understanding as a joyful and satisfying journey."<sup>10</sup> According to TeachHub.com: K-12 News, Lessons & Shared Resources By Teachers, For Teachers, "One of the biggest reasons for the Socratic Method's popularity is that it encourages and rewards higher-order thinking skills like evaluating, analyzing, and applying. These mindsets help students learn independently and develop them into lifelong learners. But it's not only about sharing ideas. It's about honing listening skills -- deep listening. Students begin to love learning because it comes from themselves and peers. Students develop an understanding of the difference between arguing and discussing: The former is emotional; the latter while still impassioned, is respectful."<sup>11</sup>

Instructional Delivery Methods - Blended Learning Instructional	6.3c	2) Is the school using a blended learning instructional model, as defined in section <u>3301.079</u> of the Revised Code? If yes, check box.	
	Model		Blended Learning Requirements - please provide ALL of the following:
			a. An indication of what blended learning model or models will be used;
			b. A description of how student instructional needs will be determined and documented;
			c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;

<sup>&</sup>lt;sup>10</sup> Maxwell, Max. Introduction to the Socratic Method and its Effect on Critical Thinking. <u>http://www.socraticmethod.net/</u> (accessed 5 September 2018)

<sup>&</sup>lt;sup>11</sup> Murray, Jacqui.TeachHub.com: K-12 News, Lessons & Shared Resources By Teachers, For Teachers http://www.teachhub.com/teaching-strategies-about-socratic-method

		d. The school's attendance requirements, including how the school will document participation in learning opportunities;
		e. A statement describing how student progress will be monitored;
		f. A statement describing how private student data will be protected;
		g. A description of the professional development activities that will be offered to teachers.
N/A. NOCA will not use a ble	6.3c	3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including
Methods – Research Base		impact on population served. Refer to <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.
Classical Education Model R	esearch Ba	se

faltered after the fall of Rome, made a slow but steady recovery during the Middle Ages, and was enlivened in the Renaissance. The classical inheritance passed to England and from England to America through colonial settlement. At the time of this nation's founding, classical education was thriving. Jefferson heartily recommended Greek and Latin as the languages of study for early adolescence. Plutarch's *Lives of the Noble Greeks and Romans* was often recommended by men like Jefferson and Franklin, and Hamilton seems to have given it special attention during his military encampment at Valley Forge. Eighteenth-century Americans venerated and trusted George Washington in large part because he reminded them of the Roman patriot Cincinnatus. So important has classical education been in the history of the West that it would only be a slight exaggeration to say that the march of civilization has paralleled the vibrancy of classical schools. Such a long tradition of education continues to be relevant today.

Classical education, from a research base, is most closely aligned with Cognitivist learning theories. These theories postulate that children generate knowledge and meaning through the sequential development of an individual's cognitive abilities, such as the mental processes of recognize, recall, analyze, reflect, apply, create, understand, and evaluate. The Cognitivists' (e.g., Piaget, Bruner, Vygotsky) learning process is adoptive learning of techniques, procedures, organization, and structure to develop an internal cognitive structure that strengthens synapses in the brain. The learner requires assistance to develop prior knowledge and integrate new knowledge. The purpose of education is to develop conceptual knowledge, techniques, procedures, and algorithmic problem solving using Verbal/Linguistic and Logical/Mathematical intelligence. The learner requires scaffolding to develop schema and adopt knowledge from both people and the environment. The educators' role is pedagogical in that the instructor must develop conceptual

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knowledge by managing the content of learning activities.

Classical education is more than simply a pattern of learning. Classical education is language-focused; learning is accomplished through words, written and spoken, rather than through images (pictures, videos, and television). This process is important to understand because language-learning and image-learning require very different habits of thought. Language requires the mind to work harder; in reading, the brain is forced to translate a symbol (words on the page) into a concept. Images, such as those on videos and television, allow the mind to be passive. In front of a video screen, the brain can relax; faced with the written page, the mind is required to work. A classical education, then, has two important aspects. It is language-focused, and it follows a specific three-part pattern: the mind must be first supplied with facts and images, then given the logical tools for organization of facts, and finally equipped to express conclusions.

# **Instructional Strategies Research Base**

- 1. Explicit and Systematic Phonics Instruction
  - a. K.K. Stuebing, A.E. Barth, P.T. Cirino, D.J. Francis, and J.M. Fletcher, "A response to recent re-analyses of the National Reading Panel report: Effects of systematic phonics instruction are practically significant," Journal Of Educational Psychology, 100(1), 2008: 123-134).
  - National Reading Panel. (April, 2000). Report of the National Reading Panel. Teaching Children to Read: An Evidence-Based Assessment of the Scientific Research Literature on Reading and Its Implications for Reading Instruction. National Institute of Child Health and Human Development. <u>http://www.readingrockets.org/article/phonics-instruction</u> (accessed 5 September 2018)
- 2. Explicit English Grammar Instruction
  - a. The Effect of Implicit and Explicit Grammar Instruction on Learners' Achievements in Receptive and Productive Modes https://www.sciencedirect.com/science/article/pii/S1877042813000529#bbib0030 (accessed 5 September 2018)
  - Spada, N., & Tomita, Y. (2010). Interactions between type of instruction and type of language feature: A Meta-Analysis. Language learning, 60(2), 263-308. http://www.anthonyteacher.com/blog/researchbites/research-bites-explicit-vs-implicit-grammar-instruction (accessed 5 September 2018)
- Ability Groupings Spada, N., & Tomita, Y. (2010). Interactions between type of instruction and type of language feature: A Meta-Analysis. Language learning, 60(2), 263-308. http://www.anthonyteacher.com/blog/researchbites/research-bites-explicit-vs-implicit-grammar-instruction (accessed 5 September 2018)
- 4. Utilization of Primary Source Documents. Library of Congress. http://www.loc.gov/teachers/usingprimarysources/whyuse.html (accessed 5 September 2018)
- 5. Teaching of Study Skills.
  - a. Thorpe, Christin. Promoting Academic Achievement in the Middle School Classroom: Integrating Effective Study Skills Instruction (Summer 2010) https://files.eric.ed.gov/fulltext/ED510601.pdf (accessed September 2018)
  - b. Awang, M. G., & Sinnadurai, S. K. (2011a). A study on the development of strategic tools in study orientation skills towards achieving academic excellence. Journal of Language Teaching & Research, 2(1), 60-67. doi:10.4304/jltr.2.1.60-67Study Skills Learning Rx.

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- c. Al-Hilawani, Y. (2016a). Metacognition in real life situations and study skills and habits: Two types of processes. International Journal of Progressive Education, 12(1), 73-89. Study Skills – Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018)Study Skills – Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018)
- 6. Socratic Method
  - a. Maxwell, Max. Introduction to the Socratic Method and its Effect on Critical Thinking. <u>http://www.socraticmethod.net/</u> (accessed 5 September 2018)
  - b. Murray, Jacqui.TeachHub.com: K-12 News, Lessons & Shared Resources By Teachers, For Teachers http://www.teachhub.com/teachingstrategies-about-socratic-method

### ESSA Guidelines

(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on-

(I) strong evidence from at least 1 well-designed and well- implemented experimental study;

(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or

- (III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or
- (ii)(I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and

(II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention.

- 1. Explicit and Systematic Phonics Instruction research demonstrates (I) strong evidence from at least 1 well-designed and well- implemented experimental study as several studies are noted.
- 2. Explicit English Grammar Instruction demonstrates (I) strong evidence from at least 1 well-designed and well- implemented experimental study as several studies are noted.
- 3. Ability Groupings demonstrates (I) strong evidence from at least 1 well-designed and well- implemented experimental study as several studies are noted.
- 4. Utilization of Primary Source Documents demonstrates ii) (I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and (II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention
- 5. Teaching of Study Skills demonstrates (I) strong evidence from at least 1 well-designed and well- implemented experimental study;
- 6. Socratic Method demonstrates (I) strong evidence from at least 1 well-designed and well- implemented experimental study;

Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.	
Materials and Resources			
The materials utilized to sup specific teaching programs s students progress by reading beauty, and kindness. At the computer skills class at the le effectively but without dimin projectors, whiteboards, and	uch as Riggs g complete l upper-grad ower grades hishing the f d other tech	tion will depend on grade level. At the K-6 grade levels, the textbooks used will be those recommended by the s, Singapore Math, and Core Knowledge. There will be an emphasis on teaching good character development as books, stories, and tales that illustrate moral virtues such as, but not limited to, courage, care, truthfulness, le levels, original source documents will be used rather than a synopsis of such documents. NOCA will provide a s to ensure students have the proper skills to take required on-line state-mandated tests. NOCA will use technology faculty leadership that is crucial to academic achievement. Faculty will be provided with laptops, have overhead nological devices available to be used at teachers' discretion. Listed below are samples of the main curriculum ll scope and sequence and curriculum map with all resources utilized is enclosed herein.	
ELA (Core curriculum and sa	mple books	s/novels)	
Core Knowledge Foundation	Core Knowledge Foundation curriculum		
<mark>Literacy Essentials</mark>	·		
	Access Literacy		
	Primary Phonics by Barbara Makar		
	Stevenson's Supplemental Readers 1-20		
- Texts for reading practice at increasing levels of difficulty (ex. Go Dog Go, Mrs. Brice's Mice, Owls Home, Frog & Toad books, etc.)			
- Test Lessons in Primary Reading, McCall-Harby		II-Harby	
American Tall Tales			
<ul> <li>The House at Pooh Corner,</li> <li>Pinocchio, Carlo Collodi</li> </ul>	A.A. Milline		
- Standard Test Lessons in Re	adina McC	all-Crabbs	
	<ul> <li>My English Orthography Notebook, Access Literacy</li> <li>Audio resources for Well-Ordered Language, Level 1A, Coupland, and Peters</li> </ul>		
- The Adventures of Tom Sav	-		
- Comedy of Errors DVD, Glo	•		
-		egil Lundquist and English from the Roots Up, Volume II, Joegil Lundquist	
Macbeth DVD, Royal Shakes	peare Comp	any 1979 Production	
- Metamorphoses, Ovid (Mendelbaum Translation) and Classic Myths to Read Aloud, William F. Russell			

Select classic novels Get Smart: Grammar through Sentence Diagramming, Elizabeth O'Brien - Sentence Diagramming Reference Manual: How to Diagram Anything, Elizabeth O'Brien - Sentence Diagramming Exercises: An Introduction to Sentence Diagramming, Elizabeth O'Brien - Elements of Style, Strunk & White The Children's Book of Virtues My English Orthography Notebook **Test Lesson in Primary Reading** Test Lesson in Primary Reading (Teacher's Edition) Stevenson Supplementary Reader Set (20 books for Beginning Level) Pinocchio The House at Pooh Corner **Boxed Set Phonogram Cards** Level I Teacher's Edition Wall Charts (Lg) 5th Grade Core Classics: Narrative of the Life of Frederick Douglass, An American Slave CCFD 5th Grade Core Classics: Sherlock Holmes CCSH Core Knowledge History and Geography Readers, Class Set Boxed Set Phonogram Cards Level I Teacher's Edition Well-Ordered Language Level 3A and 3B (student edition) Well-Ordered Language Level 3A and 3B (Teacher's Edition) Sentence Diagramming Reference Manual: How to Diagram Anything Sentence Diagramming Exercises: An Introduction to Sentence Diagramming Alice in Wonderland The Annotated Alice The Wind in the Willows The Secret Garden **Comedy of Errors** Comedy of Errors (DVD) **Upper Grades** 

Cyrano de Bergerac: A Heroic Comedy in Five Acts

The Call of the Wild	
The Strange Case of Dr. Jekyll and Mr. Hyde	
Fahrenheit 451	
Romeo and Juliet	
A Christmas Carol	
Romeo and Juliet (DVD)	
The Elements of Style	
Get Smart: Grammar through Sentence Diagramming (school-based program): Digital Program + 1 Instructor Book + 1 Student Book	
Get Smart: Grammar through Sentence Diagramming (school-based program): Student Books	
The Aeneid	
The Odyssey	
The Iliad	
Julius Caesar	
Math	
Singapore Math Materials	
First Grade Starter Kit	
Interlocking Base Ten Starter Set	
6 Sided Dice Pack of 100	
Mini White Board/Markers (set of 30)	
Learning Resources 2-Color Counters (200 / pack, need 20 / student)	
Playing Cards (1 pack per student, 12 packs per package)	
Place Value Chart and Disks	
Hundreds Board	
Primary Mathematics Textbook (A and B)	
Primary Mathematics Workbook (A and B)	
Primary Math Teacher's Guide (A and B)	
Primary Math Home Instructor's Guide	
Primary Math Tests	
The Singapore Model Method for Learning Mathematics	
6 Sided Dice Pack of 100 (5 dice/student)	
12 Sided Dice Pack of 10 (2 dice / student)	
Mini White Board/Markers (set of 30)	
Learning Resources 2-Color Counters (200 / pack, need 20 / student)	

Playing Cards (1 pack per student, 12 packs per package) Place Value Chart and Disks Hundreds Board The Singapore Model Method for Learning Mathematics

#### Upper Grades

Dimensions Math Common Core A and B Textbook Dimensions Math Common Core Workbook Dimensions Math Common Core Teaching Notes and Solutions 7A and 7B Dimensions Math Common Core Workbook Solutions 7A and 7B A First Course in Algebra, Arthur W. Weeks and Jackson B. Adkins (Chapters 1-14) (Eighth Grade) A Course in Geometry, Arthur W. Weeks and Jackson B. Adkins

#### Science

-Core Knowledge Sequence Pearson's Science Explorer series Chemical Building Blocks (Science Explorer Series) From Bacteria to Plants (Science Explorer Series) -Read-aloud Resources (various titles, i.e., A Man for All Seasons: The Life of George Washington Carver, Stephen Krensky) -ScienceSaurus, Houghton Mifflin Harcourt - DeltaScience ContentReaders series Manfish: A Story of Jacques Cousteau Pasteur's Fight Against Microbes (Science Stories series) The Fantastic Undersea Life of Jacques Cousteau The Story of Thomas Alva Edison (Landmark Books) Dinosaurs! Living in the Arctic Who Eats What? ScienceSaurus (Yellow softcover) Edward Jenner: Conqueror of Smallpox (Great Minds of Science series) Edward Jenner and the Smallpox Vaccine Louis Pasteur: Disease Fighter (Great Minds of Science series) **Caves and Caverns** 

Deserts
Digging Up Dinosaurs
Egg to Chick
Eggs of Things
Marshes & Swamps
My Feet
My Hands
Planet Earth/Inside Out
Sea Turtles (Live Oak Readalong)
Seeds and More Seeds
Sun Up, Sun Down (1)
Sunken Treasure
The Planets
Whales
John Dalton and the Atomic Theory (Unchartered, Unexplored, and Unexplained series)
Carl Linnaeus: Father of Classification (Great Minds of Science series)
Percy Lavon Julian: Pioneering Chemist (Signature Lives: Modern America series)
Upper Grades
Charles Darwin (DK Biography) David C. King
Gregor Mendel: And the Roots of Genetics (Oxford Portraits in Science) Edward Edelson
Niels Bohr: Atomic Theorist (Makers of Modern Science series) Ray Spangenburg and Diane Kit Moser
Cells and Heredity (Science Explorer Series)
Chemical Building Blocks (Science Explorer Series)
Chemical Interactions (Science Explorer Series)
Lab notebook, quadrille-ruled
Antoine Lavoisier: Founder of Modern Chemistry (Great Minds of Science series) Lisa Yount
Charles Darwin and the Beagle Adventure (Historical Notebooks) A.J. Wood and Clint Twist
Dmitri Mendeleyev and the Periodic Table (Uncharted, Unexplored, and Unexplained series) Susan Zannos
Lise Meitner: Pioneer of Nuclear Fission (Great Minds of Science series) Janet Hamilton
BSCS Biology: A Molecular Approach
Biology, Robert Miller and Joseph Levine
Biology, Peter H. Raven and George B. Johnson

History (core curriculum and sample books/novels) -Core Knowledge Tell It Again! Read-Aloud Anthologies and Flipbooks including: - Kids' World Atlas: A Young Person's Guide to the Globe (Picture Window Books World Atlases), Karen Foster - A History of the United States and Its People, Edward Eggleston - North American Indians, Marie and Douglas Gasline - Christopher Columbus, Ingri and Edgar Parin D'Aulaire - Christopher Columbus: Explorer (Spirit of America, Our People series), Judy Atler - The Thanksgiving Story, Alice Dalgliesh - The Fourth of July Story, Alice Dalgliesh - George Washington, Cheryl Harness - A Picture Book of Thomas Jefferson, David Adler - Abraham Lincoln, Amy L. Cohn, and Suzy Schmidt - You're on Your Way, Teddy Roosevelt, Judith St. George - Rushmore: Monument for the Ages, Lynn Curlee - The Story of the Statue of Liberty, Betsy and Giulio Maestro - The Story of the World, Volume 1: Ancient Times, Susan Wise Bauer The Golden Days of Greece, Olivia Coolidge A History of US, Book 1: The First Americans **DK Eyewitness Books: American Revolution DK Evewitness Books: Ancient Civilizations** DK Eyewitness Books: Ancient Egypt DK Evewitness Books: Arms and Armor DK Eyewitness Books: Aztec, Inca, and Maya **DK Evewitness Books: Islam DK Eyewitness Books: Judaism** DK Eyewitness Books: Mesopotamia **DK Eyewitness Books: Mummy DK Eyewitness Books: Pyramid** DK Eyewitness Books: DaVinci & His Times **DK Eyewitness Books: Russia DK Eyewitness Books: Renaissance** The Story of the Liberty Bell (Cornerstones of Freedom) The Story of the World Volume I: Ancient Times The Great Pyramid

Shh... We're Writing the Constitution A Picture Book of Benjamin Franklin (Picture Book Biography) The Inca Empire The Long Way Westward (I Can Read Book 3) **Benjamin Franklin** In 1776 Young John Quincy Revolutionary War in the North and West, 1776-1780 (map) And Then What Happened, Paul Revere? (Paperstar) Can't You Make Them Behave, King George? **DK Eyewitness Books: Christianity George Washington** Sam the Minuteman What's the Big Idea, Ben Franklin? Why Don't You Get a Horse, Sam Adams? Will You Sign Here, John Hancock? Muhammad Tomie dePaola's Book of Bible Stories My First Ramadan History Map #106: Mesopotamia and Egypt, 4000-1000 BCE History Map #129: Voyages of Exploration 1000-1522CE and Colonial E History of Europe, The Major Turning Points Map 1983 Battles of the Civil War Wall Map Upper Grades A History of the American People America: The Last Best Hope (Volume I) America: The Last Best Hope (Volume II)

America: The Last Best Hope (Volume II) My Early Life: Winston Churchill New Deal or Raw Deal? How FDR's Economic Legacy Has Damaged America The First World War The Second World War Letters of a Nation: A Collection of Extraordinary American Letters WWI (map)

World War II Europe Wall Map
World War II Pacific Wall Map
Animal Farm
The Diary of a Young Girl
The Mammoth Book of Eyewitness World War I: Over 300 Firsthand Accounts of the 1914-1918 Conflict
The Mammoth Book of Eyewitness World War II
A Cultural History of the US – The 1920's
Roosevelt and the New Deal
A Short History of World War I
Ancient Greece: From Prehistoric to Hellenistic Times, Thomas R. Martin
Ancient Rome: An Introductory History, Paul A. Zoch
Western Heritage Reader from Hillsdale College
An Introduction to the Ancient World, L. de Blois and R.J. van der Spek, trans. Susan Mellor
Greek Lives and Roman Lives, Plutarch
The Landmark Herodotus and The Landmark Thucydides, ed. By Robert Strassler
Additional primary texts: selections from The Republic (Plato), Nicomachean Ethics (Aristotle), "The Apology of Socrates," The Bible (likely the King James
Version)
Art
Art
Art -Art Resources, Core Knowledge Foundation
Art -Art Resources, Core Knowledge Foundation -Text Resources, Core Knowledge Foundation
Art -Art Resources, Core Knowledge Foundation -Text Resources, Core Knowledge Foundation DK Eyewitness resources
Art -Art Resources, Core Knowledge Foundation -Text Resources, Core Knowledge Foundation DK Eyewitness resources Getting to Know the World's Greatest Artists, series by Mike Venezia
Art -Art Resources, Core Knowledge Foundation -Text Resources, Core Knowledge Foundation DK Eyewitness resources Getting to Know the World's Greatest Artists, series by Mike Venezia Various trade books with large prints of the art listed in the CK Sequence
Art -Art Resources, Core Knowledge Foundation -Text Resources, Core Knowledge Foundation DK Eyewitness resources Getting to Know the World's Greatest Artists, series by Mike Venezia Various trade books with large prints of the art listed in the CK Sequence Claude Monet (Getting to Know the World's Greatest Artists)
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Art-Art Resources, Core Knowledge Foundation-Text Resources, Core Knowledge FoundationDK Eyewitness resourcesGetting to Know the World's Greatest Artists, series by Mike VeneziaVarious trade books with large prints of the art listed in the CK SequenceClaude Monet (Getting to Know the World's Greatest Artists)Edgar Degas (Getting to Know the World's Greatest Artists)Georgia O'Keefe (Getting to Know the World's Greatest Artists)Grant Wood (Getting to Know the World's Greatest Artists)Jacob Lawrence (Getting to Know the World's Greatest Artists)Leonardo Da Vinci (Getting to Know the World's Greatest Artists)Paul Cezanne (Getting to Know the World's Greatest Artists)Vincent Van Gogh (Getting to Know the World's Greatest Artists)

#### Music

The Core Knowledge Music Collection, Preschool, and Kindergarten Music CD Set
 Text Resources for Kindergarten, Core Knowledge Foundation
 Wolfgang Amadeus Mozart (Getting to Know the World's Greatest Composers)
 Peter Tchaikovsky (Getting to Know the World's Greatest Composers)
 DK Eyewitness Books: Great Musicians
 DK Eyewitness Books: Music
 Alfred's Essentials of Music Theory, Book I
 Alfred's Essentials of Music Theory, Ear Training CDs 1&2 Combined

<u>Upper Grades</u> Alfred's Essentials of Music Theory, Book II

### Latin

Upper Grades

- Wheelock's Latin, 7th ed., Frederic M. Wheelock and Richard A. LaFleur

Supplementary Resources:

- Workbook for Wheelock's Latin, Paul Comeau, and Richard A. LaFleur
- Thirty-Eight Latin Stories Designed to Accompany Wheelock's Latin, 5th ed., Anne Groton and James May
- Classical Mythology & More: A Reader Workbook, Marianthe Colakis, and Mary Joan Masello
- To Be a Roman: Topics in Roman Culture, Margaret Brucia, and Gregory Daugherty
- Lingua Latina per se Illustrata, Pars I: Familia Romana, Hans H. Ørberg
- Lingua Latina per se Illustrata. Pars I: Latine Disco Student Manual, Hans Ørberg

# **Physical Education**

Available resources for Physical Education includes, but is not limited to:

- Track and field materials
- Jump Ropes
- Basketballs
- Volleyballs
- Baseballs

- Footballs
- Flag Football belts with flags
- Soccer Balls
- Kick Balls
- Dodge Balls
- Cones
- Floor Paint for Stations & Fitness Activities
- Basketball Hoops
- CD Player
- CD (dance lessons & fitness activities)
- Whistle
- Stop Watches
- Gymnasium

# Technology

Technology is utilized in each classroom and by each student and/or teacher on an as needed basis. Technology is used to support educational delivery in the classroom<u>and for testing purposes</u>, but <u>technology is</u> not <u>used</u> as the primary source<u>of education delivery in a classical education model</u>. If students need a laptop to complete an assignment, be it in the classroom or through remote learning, one is provided to them by the school. Technology is further utilized for remote teaching and learning at such times being in the classroom is not possible<u>, such as during a global pandemic</u>. Teachers <u>may authorize</u> <u>students, during such situations or students with unique circumstances, to utilize computers or materials provided for instruction</u> at home to make remote learning possible.

# Curriculum

# Core Knowledge

The order of the Core Knowledge program allows for regular repetition of the most important topics, such that students are well-versed in the fundamentals by the time they reach high school. The science program is supported by Pearson's Science Explorer series, complete with integrated lab manuals and demonstrations and Delta Science Content Readers. Core Knowledge provides both lesson plans and an overview of topics for each grade level in the areas of Language Arts, History and Geography, Visual Arts, Music, Mathematics, and Science. The Sequence guides teachers in what instructional resources are necessary to be purchased to deliver the curriculum fully.

Core Knowledge Research

- McGinty, Anita S.The Research Foundation for Core Knowledge Language Arts (CKLA)<u>https://3o83ip44005z3mk17t31679f-wpengine.netdna-ssl.com/wp-content/uploads/2017/01/CKLA-Research-Overview-2016.pdf</u> (2016)
- Efficacy of the Core Knowledge Language Arts Read Aloud Program in Kindergarten through Second Grade Classrooms https://ies.ed.gov/funding/grantsearch/details.asp?ID=1791 (July 2016)
- White, T. G., Grissmer, D. W., Altenhofen, S., & Larson, J. (2013, September). Lessons Learned in Conducting a Lottery-Based Study of Core Knowledge Charter Schools. Poster presented at the Society for Research on Educational Effectiveness (SREE) conference, Washington, DC, USA. <a href="https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools">https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools</a>
- White, T. G., Grissmer, D. W., Altenhofen, S., & Larson, J. (2013, September). Lessons Learned in Conducting a Lottery-Based Study of Core Knowledge Charter Schools. Poster presented at the Society for Research on Educational Effectiveness (SREE) conference, Washington, DC, USA. <u>https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools</u>
- Altenhofen, S., Berends, M., & White, T. G. (*in preparation*). Parents Who Apply to Charter Schools: Pre-Lottery Influences on School Choice. <u>https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools</u>
- Murrah, W. M., Grissmer, D. W., Ko, H., Player, D., & Cabell, S. (*in preparation*). Early Achievement Impacts of Core Knowledge Charter Schools on Early Comprehension and General Knowledge through 1st grade.
- O'Brien, R., Player, D., & Grissmer, D. W. (*in preparation*). Seeking Valid Cost Effectiveness Comparisons Between Core Knowledge Charter and Public Schools: Can Substantial Methodological and Data Access Issues be Addressed? <u>https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools</u>
- Core Knowledge Language Arts Pilot Study <u>https://3o83ip44005z3mk17t31679f-wpengine.netdna-ssl.com/wp-content/uploads/2017/01/CKLA-Research-Overview-2016.pdf</u>
- <u>Evaluation of the Core Knowledge Preschool Program in Arkansas</u> (November 2005)
- <u>An Analysis of Academic Progress of Children Participating in the Core Knowledge Preschool Program in Baltimore County Head Start</u> <u>Centers</u> (August 2005)
- How Do We Know This Works? An Overview of Research on Core Knowledge (January 2004)
- <u>Core Knowledge Curriculum and School Performance: A National Study</u> (September 2004)
- <u>Walberg study: The Effects of Core Knowledge on State Test Achievement in North Carolina</u> (April 2004)
- Walberg study: The Effects of Core Knowledge School Factors on State Test Achievement in North Carolina (March 2004)
- Study Finds Core Knowledge and Creativity Not Mutually Exclusive (January 2004)
- Core Knowledge Curriculum: Five-Year Analysis of Implementation and Effects in Five Maryland Schools (December 2000)
- In Oklahoma City, a Rigorous Scientific Study Shows the Positive Equity Effects of Core Knowledge (May 2000)

Literacy Essentials Research:

Booker, Kelly. Writing essentials, by Regie Routman [Book Review] [online]. Literacy Learning: The Middle Years, Vol. 20, No. 1, Feb 2012: 52-53. Availability: <a href="https://search.informit.com.au/documentSummary;dn=902110598423978;res=IELHSS">https://search.informit.com.au/documentSummary;dn=902110598423978;res=IELHSS</a>> ISSN: 1320-5692. [cited 09 Jun 20].

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# **Singapore Mathematics**

NOCA's approach to numeracy mirrors its approach to reading, writing, and vocabulary—learning and memorizing the facts of math in all branches of mathematics. For grades K-8, math will be taught using the U.S. edition of Singapore Math, an English equivalent to the national mathematics curriculum used in Singapore. Singapore Math uses a combination of detailed instruction, problem-solving, and visual and hands-on aids that ensure students master material before moving on to new topics. From the earliest grades, this program emphasizes concepts, mental math, and number sense while employing physical and graphical illustrations of underlying mathematical rules and phenomena. The program presents mathematical skill building and problem-solving such that students have a better understanding of not simply when to use a particular equation—but why. Moving students on to higher levels of skills before they're ready is not an option so that the program will be employed at each student's ability level. Ability-level groups will be determined at the beginning of each school year, and adjustments will be made on an as-needed basis in order to best equip each student with the language of numeracy.

Singapore Math was developed in 1981 by the Curriculum Planning and Development Institute of Singapore. Educators in the United States began implementing Singapore Math in 2000. Topics are taught to a mastery level with detail and consistency, and the textbooks are designed to build a deeper understanding of mathematical concepts as opposed to offering simply definitions and formulas. Professional development accompanies Singapore programs; therefore, teachers are better prepared to facilitate lessons. Singapore Math has a consistent emphasis on problem-solving and model drawing, with a focus on in-depth understanding of the essential math skills recommended in the National Council of Teachers of Mathematics Curriculum Focal Points, the National Mathematics Advisory Panel. Students using Singapore Math learn math concepts thoroughly, but they also master essential math skills more quickly. It has been reported that by the end of sixth grade, students have mastered multiplication and division of fractions and are able to complete difficult multistep word problems comfortably, ensuring they are well prepared to complete Algebra 1 in middle school (Source: John Hoven and Barry Garelick, "Singapore Math: Simple or Complex?" Educational Leadership 65:3, November 2007).

# Singapore Math Research

Singapore is the world leader in mathematics achievement, according to at least two major longitudinal studies. Per the Trends in International Mathematics and Science Study (TIMSS), an international comparative study designed to measure achievement at the fourth and eighth grades, Singapore ranked in the top three countries in both 4th and 8th grades in every year the study was conducted (1995, 1999, 2003, 2007, 2011, and 2015). The Programme for International Student Assessment (PISA), a triennial international survey that evaluates OECD (Organisation for Economic Co-operation and Development) countries by testing the skills and knowledge of 15-year-old-students, has also consistently ranked Singapore highest in mathematics. The PISA survey has ranked Singapore in the top two countries for mathematics in 2009, 2012, and 2015. Singapore Math was developed in 1981 by the Curriculum Planning and Development Institute of Singapore.

- <u>Study Shows a "Singapore Math" Curriculum Can Improve Student Problem Solving Skills</u> <u>https://www.empiricaleducation.com/blog/study-shows-a-singapore-math-curriculum-can-improve-student-problem-solving-skills/</u> (2011-2012)
- <u>https://www.the74million.org/article/6-reasons-why-singapore-math-might-just-be-the-better-way/</u>

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<u>https://www.singaporemath.com/TIMMS\_s/10.htm</u> Sticht, Thomas G., C. H. Hofstetter, and C. R. Hofstetter, Knowledge, Literacy and Life in San Diego. San Diego Consortium for Workforce Education and Lifelong Learning, 1995. Sticht, Thomas G., C. Richard Hofstetter, Carolyn H. Hofstetter. Knowledge, Literacy, and Power. San Diego Consortium for Workforce Education & Lifelong Learning, March, 1997. Stevenson, H, C. Chuansheng, and L. Shin-Ling, "Mathematics Achievement of Chinese, Japanese and American Children: Ten Years Later," Science 259 (January 1, 1993): 51-58. John Hoven and Barry Garelick, "Singapore Math: Simple or Complex?" Educational Leadership 65:3, November 2007.

### Science

Although the rhetoric surrounding a classical or liberal-arts school often emphasizes the humanities, the sciences are no less important than the humanistic disciplines and do not play a secondary role. Pearson's Science Explorer series, Read-aloud Resources, Delta Science Content Readers Series by Delta Education and ScienceSaurus by Houghton Mifflin Harcourt will be used as a supplement to the Core Knowledge curriculum to provide a rigorous, hands-on approach to scientific inquiry. FOSS is a research-based K-8 curriculum dedicated to improving the learning and teaching of science that is guided by advances in the understanding of how children think and learn. In addition, in 9<sup>th</sup> grade, Biology will be taught using BSCS Biology along with two additional Biology texts giving students and teachers a full scope approach to an advanced biology curriculum. Science will be taught with an emphasis on scientific facts and the inquiry-based method and will include the incorporation of technical approaches to observing, describing, recording, ordering, analyzing, testing, and comparing predictions to observations.

#### **Science Research**

Pearson's Science Explorer https://www.pearsonschool.com/index.cfm?locator=PS32J7 Delta Science Content Readers <u>https://www.deltaeducation.com/foss/results-testimonials/</u><u>https://www.deltaeducation.com/foss/results-testimonials/</u> testimonials/case-studies

ScienceSaurus, Houghton Mifflin Harcourt. https://www.hmhco.com/search?term=Sciencesaurus.

# **Physical Education**

NOCA will adopt the Ohio Learning Standards and all standards as indicated by the National Standards for K-12 Physical Education by SHAPE America and ODE standards and benchmarks.

# **Physical Education Research**

http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education www.shapeamerica.org

Social and Emotional Learning Curriculum

The PATHS® Program (from the website)

The PATHS program is grounded in social and emotional learning (SEL). SEL helps children resolve conflicts peacefully, handle emotions positively, empathize, and make responsible decisions. PATHS was developed and refined through nearly 30 years of research, the PATHS program is the premier social and emotional learning program available. It has been included or cited in over 40 published studies and texts.

The PATHS program received the highest possible rating from Blueprints for Healthy Youth Development (Center for the Study and Prevention of Violence, University of Colorado). The PATHS program is one of only 17 youth development programs to receive this elite recognition -- over 1,500 programs have been reviewed to date.

Data from more than 270,000 students were collected for a large-scale study of universal, school-based SEL programs, including the PATHS program. In that study, SEL students showed an 11% gain in academic achievement. As reported in *Science* magazine, the PATHS program has been proven to help build executive functions (EFs) in children's developing brains. EFs include impulse control, problem-solving, reasoning, planning, and working memory. These skills are proven predictors of math and reading competence throughout a child's school career.

In rigorous clinical studies,<sup>12</sup> the PATHS program has been shown to:

- reduce teachers' reports of students exhibiting aggressive behavior by 32%
- increase teachers' reports of students exhibiting self-control by 36%
- improve performance on state achievement tests in reading, math, and writing<sup>13</sup>
- increase students' vocabulary for emotions by 68%
- increase students' scores on cognitive skills tests by 20%
- significantly improve students' ability to tolerate frustration plus their ability -- and willingness -- to use effective conflict-resolution strategies
- reduce behavior problems, such as aggression at school (for both regular and special-needs students)
- significantly decrease conduct problems and the percentage of aggressive/violent solutions to social problems
- reduce depression and sadness among special-needs students
- significantly increase teachers' reports of improved behavior in the classroom<sup>14</sup>
- significantly increase teachers' reports of improved academic engagement<sup>15</sup>
- significantly reduce students' reports of male students exhibiting aggressive behavior.<sup>16</sup>

<sup>&</sup>lt;sup>12</sup> at one- or two-year follow-up, compared to matched-comparison children, supplemented with teacher training and support

<sup>&</sup>lt;sup>13</sup> during a 4-year implementation period, compared to matched-comparison children, supplemented with teacher training and support

<sup>&</sup>lt;sup>14</sup> this study, a grade-level version of the program was supplemented with teacher training and support as well as additional interventions for students with conduct problems.

All manipulatives will be in place by the start of the school year.

<sup>&</sup>lt;sup>15</sup> Ibid

<sup>&</sup>lt;sup>16</sup> Ibid

Research: https://www.channing-bete.com/prevention-programs/paths/at-a-glance.html		
Instructional Delivery Methods - Resources/Materials	6.3c	5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
are needed to improve stude changes are needed based up mastery of learning objective resources and materials. The model high performing school The Principal presents the cu start of the school year for ap and technology effectiveness review curricular and instruct inform the Board as such need	nt perform oon data re s. The Prin e initial sele ols using th rriculum pl oproval. Be a, and ask o tional chan eds arise. E	entify gaps in delivery or resources to determine as to whether different or additional instructional resources nance. Twice a year at data meetings, the School Accountability Committee meet to determine if curriculum esults. The resources chosen will assure that NOCA students have the skills necessary to demonstrate student cipal in consultation with Barney Charter School Initiative and through Board approval determine instructional ection process is based upon : 1) recommendations from BCSI, 2) results of other BCSI supported classical e same curriculum, 3) evaluation of alignment to Ohio Learning Standards, and 4) ultimately, Board approval. lan for instructional resources and materials to the Board at a Board meeting four to six months prior to the pard Members will have the opportunity to discuss the options, review research and evidence for curriculum juestions of the Principal prior to approval of the curriculum and any technology. The Board of Directors will ages and the need of any major technology changes at monthly board meetings as needed. The Principal will Data is collected daily and weekly at the classroom level, every one to two weeks at the building level. This data and evaluation of academic achievement. The assessment results justify the rationale for changing the

6.3d Continuous Improvement and Professional Growth Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.							
Continuous Improvement	6.3d	1)	How will the school develop, monitor, and evaluate a school improvement plan using the <u>Ohio 5-Step</u> <u>Decision Making Process.</u> Describe the structures and processes to support the improvement planning.				
The School Accountability Committee (SAC) consisting of the Principal, Vice Principal, Dean of Students, Resource Teachers, Intervention Specialists and grade level (K-2; 3-5; 6-9) Teacher-Based Teams, develops the Continuous Improvement Plan. In Year One, the SAC will be charged to develop the plan at the beginning of the school year. The Principal oversees the development of the school improvement plan. The TBTs will meet twice a month to discuss							

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and review the progress of the school improvement plan. In June, SAC will review the school improvement plan and adjust it for the upcoming year. The initial benchmark goals are created based upon expectations of student performance based upon the state performance assessments of the local school districts from which NOCA will recruit. Continuous goals are based upon school formative and summative assessments. From these goals, professional development is determined that will support the teachers in implementing lessons to achieve the goals. The professional development is aligned to state standards. After the initial plan is developed, the SAC will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources utilized by the school. The overall plan is developed through the guideline of the Ohio Department of Education Decision Framework found at http://education.ohio.gov/Topics/District-and-School-Continuous-Improvement/Ohio-Improvement-Process/Decision-Framework-Information. Concepts utilized to develop the plan include Collaborative Implementation Teams such as BLT (Building Leadership Implementation Team); and TBTs (Teacher-Based Teams). As well, roles and responsibilities are integral to the plan's development including concepts of Shared Leadership, Communication, and Engagement,

# Purposeful Decision-Making, and Resource Management.

NOCA will implement the Ohio 5 Step Improvement Process. Ohio's 5-Step Process includes the following:

- Step 1: Collect Evidence of Student Learning
- Step 2: Analyze Assessment Results
- Step 3: Plan for Instruction
- Step 4: Implement with Fidelity
- Step 5: Re-assess and Evaluate Effectiveness

The action plans below correlate with the 5 step process.

Step 1: Teacher Based Teams (TBTs) will meet every week to discuss data and share ideas.

Step 2: The TBTs process is evaluated each month by the SAC. As necessary, members of the Board Education Committee may be included. Feedback is given to all TBTs, and data is analyzed for growth purposes. Additionally, the Principal and Dean of Students will meet with teachers to discuss assessment results and growth of Tier 2 and Tier 3 students. This data is the basis of any coaching and professional development provided to teachers throughout the remainder of the schedule.

Step 3: The TBTs process is then reviewed by the Principal and Dean of Student Learning in efforts to ensure where additional training is needed.

Step 4: The instruction plan is implemented during the first year. After the first year, the plan will include any data-based adjustments, if needed. Step 4 and 5: The SAC will meet each week to discuss the OIP and pertinent policies and procedures throughout the building. The SAC will discuss the information

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collected from the 5 Step Process forms to provide advice and feedback for the TBTs.

Step 5: The SAC meets each summer to review teacher progress to determine what professional development would be beneficial.

Data is consistently reviewed. Adjustments are made by the following staff and during the following timelines:

- a. NWEA Assessment data will be reviewed by teachers after each testing session (Fall, October; Spring, April). State assessment data will be reviewed in August prior to the start of school. Additional progress monitoring tools contained in the curriculum will be given to students on a regular basis to progress monitor where students are in a particular subject as well as drive instruction. These assessments will be reviewed by Dean of Student Learning every six weeks.
- b. Curriculum maps and pacing guides will be reviewed by the SAC and a representative from Barney Charter School Initiative, when needed. This process will occur in April. The results of the review will be shared with the Board in May.

The SAC will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources utilized by the school. Technology will be reviewed as well to determine the needs of the school for updating or adding new technology in specific grades or certain subjects and for what intended purpose the technology is serving.

Data will be reviewed to determine specific areas where additional curriculum and/or resources need to be added to prevent gaps in learning and maintain student growth. Training will also be reviewed to determine the level of implementation of current resources to ensure teachers are capable of implementing the curriculum and matching to specific standards. Professional Development will, therefore, be reviewed to determine current and future needs for each subject, grade or individual teachers. TBTs will evaluate the effectiveness of the previous meeting and the work of the team at the conclusion of each meeting based on the 5 Step Process. The SAC will review TBTs meetings notes on a monthly basis.

The SAC is involved in the continuous improvement cycle to monitor progress and determine any warranted adjustments to the curriculum and programming. The first stage of the continuous improvement plan is the decision framework. In this stage, the BLT reviews data to identify critical needs of the school. This process allows the team to make informed decisions of where to spend time/energy and resources to make improvements in student performance. Stage 2 is the development of a Data Plan. This includes goals for Reading, Math and school culture. The team is required to identify adult and student implementation, timelines, action steps and strategies for achieving the goal. During stage 3 and 4, the plan is implemented and monitored throughout the school year.

The result of the tests, analysis, feedback, and implementation plans occur more often than once a year. The NWEA results are analyzed and discussed after testing occurs which are twice a year, and the adjustment process occurs immediately. The TBTs meet and discuss data monthly with appropriate changes occurring. At each monthly Board meeting, data is discussed, and the Principal presents to the Board a review of the OIP process. Any adjustments to the program or course corrections occur after Board input. The decisions made based upon the data and Board input will inform changes made to classroom practices including a written school improvement plan. Because the TBTs meet monthly and the BLT meet to discuss the results of the TBT collected data, the development of the Data Plan occurs throughout the school year and not just annually. After any new plan is implemented, it is monitored regularly throughout the year. Changes can occur in real time due to the continuous nature of the assessment collection and analysis.

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Information is also made available to parents during parental meetings and conferences. Additional information is disseminated to parents and the broader community through written communication, the school website, and Board meetings.

NOCA will evaluate prior school data of students to identify the most pressing needs based upon probable causes as a starting point in the development and implementation of the OIP. The Teacher-Based Team 5-Step Process Meeting Agenda and Minutes Templates are tools that assist teachers in analyzing student data and creating action plans for improved results. The team reviews the building plan to ensure the work of the team is leading toward attainment of the goals, strategies, and indicators described in the plan.

#### Professional Development

Professional Development is an important component of the continuous improvement cycle. Professional Development will occur for two weeks before the opening of school and during the school year. Five times per year, there is all-day formal Professional Development for an overall review of data, curriculum, differentiation, and subject matter work. Weekly planning sessions occur that include some level of professional development. During the summer there is an intensive Professional Development seminar provided by BCSI where teachers choose grade and content specific trainings for PD. Prior to the opening of the school, BCSI conducted training for the school, and do such annually for BCSI partner schools. Included herein is the agenda for the June 2020 summer training. The school will utilize professional development at regularly scheduled times to analyze data to assure performance and accountability targets are met. Staff development will focus on meeting these targets. The review and analysis process is detailed above. Any additional teacher training as a result of the professional development and TBT meetings will be implemented.

Ohio Teacher Evaluation System (OTES)	6.3d	2)	Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.
			X Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?
			$\Box$ The school will implement an alternative evaluation system as described below.
		3)	If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?

Ohio Principal Evaluation System (OPES)	6.3d	4) 5)	Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. X Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System. The school will implement an alternative evaluation system as described below. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?			
Northwest Ohio Classical Academy will utilize the OPES. An OPES certified evaluator will evaluate the Principal. The Board will provide monitoring of progress and improvement on metrics as outlined in the OPES evaluation, which will include data analysis and other measurements.						
Local Professional Development Committee	6.3d	6)	Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.			
The Northwest Ohio Classical Academy (NOCA) LPDC will be chaired by a classroom teacher who attends regularly scheduled meetings within the cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date and compliant. A sample IPDP is enclosed in <b>Attachment 6.3d1_IPDP Template</b> . NOCA will follow all bylaws, committee membership, roles and responsibilities, and processes and procedures including maintaining records of meetings including agendas and minutes, as defined by the Ohio Department of Education per the link <u>http://education.ohio.gov/getattachment/Topics/Teaching/Professional-Development/LPDC-s/Resource-Guide-for- Establishing-an-LPDC/ResourceLPDCResourceGuide_102416.pdf.aspx.</u>						
Resident Educator Program	6.3d	7)	Discuss implementation of Ohio's Resident Educator Program in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).			
Northwest Ohio Classical Academy (NOCA) will implement Ohio's Resident Educator Program. Resident Educators work collaboratively with their mentor to complete the program requirements using self-assessment and goal setting, demonstrate the use of authentic teacher work such as lesson planning, data analysis, and assessment for reflection, as well as successfully complete the Resident Educator Summative Assessment (RESA) to advance to Professional Licensure. Teachers involved in RESA Year 1, Year 2, Year 3, and potentially Year 4 are provided training and assistance from trained mentors.						

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Resident educators meet annual requirements and collaboratively work with their mentor through discussions and feedback about the following topics:

- Self-assessment
- Goal-setting
- Instructional planning using authentic teacher work such as lesson plans and assessments
- Observations for learning
- Analysis of student learning using student work and assessments

Teachers participate to the fullest extent in all activities and activities within RESA and join in the NOCA Professional Development. The mentor teacher will regularly work with the resident educators and update all required information. The Resident Educator Forms include a Monitoring Student Learning form. Resident Educators complete the Monitoring Student Learning data inventory below, which includes monitoring two students. Once the form is complete, mentors and Resident Educators move into the planning phase of the Teaching-Learning Cycle. The Resident Educators complete a Year 1 Assessment that includes categories of strengths, areas of growth, and the seven standards of Students, Content, Assessments, Learning Environment, Collaboration and Communication, and Professional Responsibility and Growth.

**Requirements Completion Checklist** 

Resident Educator mentors and mentees complete an annual checklist for each year. The sheet records the dates of following required activities. The mentor provides initials as the activities are completed.

-Collaborative Log or Focused Mentoring Activity Log (1-2 times/month)

-TBT Content Conference Call (Data Analysis Tool)

-Content Collaboration Meeting

-Other related PD or mentoring activity

For Year 1 and Year Resident Educators, the specific activities are listed below and include the timelines:

-Ohio Resident Educator Program Orientation Presentation (Sept)

-Self-Assessment (Oct/Nov)

-Professional Growth Plan (Oct/Nov)

-Peer teacher observation

-Mentor teacher observation

-Lesson Reflection of a videotaped lesson (recommendation Jan/Feb)

For Year 3 Resident Educators, the activities are as follows: -Ohio Resident Educator Program Orientation Presentation (Sept) -Self-Assessment (Oct/Nov) -Professional Growth Plan (Oct/Nov) -Focused Mentored I: Communication & Professional Growth -Focused Mentored I: Communication & Professional Growth -Focused Mentoring II: Use of student Formative & Summative Assessments -Focused Mentoring II: Use of student Formative & Summative Assessments -Lesson Reflection Before Jan 19<sup>th</sup> For Year 4 Resident Educators, the activities are as follows:

-Ohio Resident Educator Program Orientation Presentation (Sept)

-Self-Assessment (Oct/Nov)

-Professional Growth Plan (Oct/Nov)

-Focused Mentored: Formative and Summative Assessments

The mentor and mentee will sign the form and return it to the Principal. The deadline for submission is May 15 with a criteria completion date of June 30.

At NOCA, the mentor to mentee ratio will primarily depend on the number of participants at the building. It is expected to have one to two mentors at the building so there is an adequate weekly focus on mentee growth and development. If there are a high number of mentees at the building, NOCA will contract out through the local County Educational Service Center or another qualified provider to provide mentors. The number of Resident Educator mentors to mentees will be better determined upon the hiring of NOCA teaching staff. There will be a ratio of at least one Resident Educator Mentor on staff. The expected ratio goal is two mentors on staff for teachers completing the program. The Resident Educator form is enclosed in Attachment **6.3d2\_ResidnetEducator** form.

Professional Development Plan for Teachers	6.3d	8) Using the <u>Ohio Standards for Professional Development (adopted 2015)</u> , describe the process for how the school will <i>develop</i> , <i>implement</i> , and <i>evaluate</i> a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.		
Northwest Ohio Classical Academy (NOCA) will provide professional development to assure that teachers are equipped with the skills to teach the curriculum and increase academic achievement. In alignment with the Ohio Standards for Professional Development (OSPD), NOCA's professional development includes the following criteria:				

- Occur within a collaborative culture in which all share collective responsibility for continuous improvement.
- Be advanced by leaders who prioritize professional learning and develop the capacity and structures to support it.
- Be supported by resources.
- Be databased, and use data for planning, assessment, and evaluation.
- Represent best practice models and theories of adult learning and active engagement.
- Be research-based, using what is known about change to sustain implementation.
- Focus on specific goals and align outcomes with existing educator and student standards.

OSPD guide the development for NOCA teacher and leaders. For individual teachers, the OSPD direct their individual plans and are based on the data at the school that drives the needs of the students. For Principals, the OSPD drive their individual plans, but also ensure their school offers effective systems for professional learning.

The Professional Development aligns with the following seven standards of Ohio Standards for Professional Development. Per the ODE website, "professional learning that increases educator effectiveness and results for all students" embodies the following Standards.

- Standard 1: Learning Communities. Occurs within learning communities committed to continuous improvement, collective responsibility and goal alignment.
- Standard 2: Leadership. Requires skilled teacher leaders and administrators who develop capacity, and advocate and create support systems for professional learning.
- Standard 3: Resources. Requires prioritizing, monitoring and coordinating resources for educator learning.
- Standard 4: Data. Requires the use of a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning.
- Standard 5: Learning Designs. Integrates theories, research and models of human learning to achieve its intended outcomes.
- Standard 6: Implementation. Applies research on change and sustains support for implementation of professional learning.
- Standard 7: Outcomes. Aligns its outcomes with educator performance and student curriculum standards.

On-Site Teacher Training for New BCSI Schools, Ju<u>ne 2020</u> 2020 Summer Conference in <u>Classical Education | June, 2020</u> Barney Charter School Initiative

# Session 1 | June 14-17

# <u>Block 1</u>

# Pedagogy 101

Dr. Daniel Coupland - The first year of teaching is a chaotic whirlwind of late nights, early mornings, stacks of grading, angry parent emails, weeping children, stacks of grading, moments of jubilation, half-finished lesson plans, and more stacks of grading. As a result, teachers often enter the summer both with a myriad of experiences that can be difficult to synthesize and with a desire to make improvements on a first year filled with both successes and failures. This session has been designed specifically for teachers who have just completed their first year in the classical classroom. It promises to serve as a reminder of the principles of classical pedagogy, to offer the opportunity to reflect upon the experience of first year teaching, to think through some helpful strategies of order and organization, and to provide teachers with some elements of instruction to work on as they enter year two.

# Interpreting Hamlet: Art and the Tradition

Dr. Benedict Whalen - This presentation will offer an examination of Hamlet in two ways. First, we will study what Hamlet himself thinks about the nature of art and its relation to reality and human beings, and compare his understanding with our own experience of the play. Second, we will review a few of the prominent interpretations of Hamlet that have been developed over the centuries since it was first staged, and conclude with a few comments about how these interpretations might assist us in teaching Hamlet.

# Panel: Teaching Close Reading

Michael Berndt, Amanda Gilmore & Tomek Grzesiak - Three panelists will provide suggestions for developing our students' ability to read closely.

# Why Logic? Its Place & Purpose in Classical Education

Dr. Benjamin Beier - Hillsdale's Dr. Benjamin Beier will treat the history and purpose of logic, and its essential place in classical education, as well as its particular importance in the 21st century.

### **Building Your School's Theater Program**

Dr. Christopher Matsos - This workshop will introduce fundamental techniques for integrating acting exercises as a means of cultivating creativity and confidence among students. Whether participants are interested in staging productions or integrating drama in the classroom, this session will provide accessible tools for characterization, improvisation, and play analysis. In addition, Dr. Christopher Matsos will offer support to those seeking to begin or improve drama programs in their school.

# Man's Political Nature and the Question of Justice

Daniel O'Toole - This talk will help clarify the relationship between liberal education and civic education, and it will provide high school philosophy, government, and history teachers with a useful framework for thinking and teaching about politics. Following Aristotle and the Socratic philosophers, we will consider why man is political by nature and what this means for the character of political life. Themes we will touch on include: man's concern with justice and the complicated meaning of justice; the political regime; partisanship; politics vs. expertise and management; the rule of law; and the limits of political progress and the persistence of imperfection and conflict in political life.

## **Classroom Management**

Becky Holland - This workshop will help teachers improve their classroom management systems: procedures, rules, the physical space, and organizational systems.

## Evolution

Dr. Jeffrey Van Zant - Hillsdale's Dr. Jeffrey Van Zant will discuss how variation within gene families leads to evolutionary change at the population level.

# Block 2

# American Politics After 1965 and the New Progressivism

Dr. John Grant - Progressives from Theodore Roosevelt to LBJ were concerned about uplift—society helping individuals to perfect their capacities so they could then go out and help uplift others. After the mid-60s, American politics rejected uplift in favor of a non-judgmental concern for the least among us. This talk will help government, history, and philosophy teachers understand this new political project and the new conceptions of justice, equality, and freedom that animate it.

# **Essential Understandings from Ancient & Medieval History**

Dr. Kenneth Calvert - Hillsdale's Dr. Kenneth Calvert will explore the essential understandings for studying ancient and medieval history.

# **Teaching Both Ideas & Events in History**

Dr. Terrill Legueri - Golden View Classical Academy's Dr. Terrill Legueri will share some best practices for balancing the teaching of ideas with that of events in history class.

### **Best Practices in Beginning Latin Instruction**

Julie Apel - Founders Classical Academy of Leander's Julie Apel will share best practices in beginning Latin instruction.

## Motor Skill Development in the Grammar Years

Przemek Grzesiak - This presentation will focus on the theory behind and application of Athena Oden's Ready Bodies, Learning Minds program as applied in the Motor Lab, a system meant to develop the fine motor skills and sensory systems of all students. The Motor Lab will be set up, various exercises and toys will be put to use, and proper technique (where applicable) will be explained.

## **Group Theory in Math**

Dr. David Gaebler - Mathematics abounds with transformations that rearrange an object in some way, whether it be rotating a cube, shuffling the order of a sequence, or changing the sign of a real number. When a collection of such transformations is studied together, and when they are related according to certain axioms, one has a "group." Surprisingly, not only are groups the fundamental tool for the study of symmetry, but they also unlock the properties of polynomials and their roots! These connections are at the heart of Galois theory, one of the crowning achievements of pure mathematics. Though aspects of Galois theory are highly technical, the central concepts require no prerequisites beyond basic algebra.

## **Creating Historic Prints**

Pamela Heckel - Participants will learn about the historic print-making process of cyanotype. Join Pamela Heckel from Hillsdale Academy as she demonstrates how to prepare for and create a photographic print using sunlight, a process that may be adapted to all grade levels.

# Pedagogy 301

Dr. Daniel Coupland - Designed specifically for teachers who have significant experience in the classroom (4+ years), this session focuses on the nuances of the pedagogical craft. Avoiding complacency and continuing to look for ways to improve is the hallmark of an excellent teacher, and this session will offer a few advanced pedagogical techniques that can give experienced teachers some fresh ways to reimagine their teaching practices, to rethink their classrooms, and to discover small adjustments that can have a profound impact on the lives of their students.

# The Odyssey and Homer's Idea of Wisdom

Dr. Benedict Whalen - This presentation will look at The Odyssey in a philosophical light. We will examine Odysseus' journey in order to understand what Homer suggests is most proper to human nature, what is most noble for that nature to pursue, and what are some of the gravest threats to that nature. This presentation will include a few comments about Homer's The Iliad, and will look forward to some of the various ways the myth of Odysseus has been adapted in Western culture.

## Why Rhetoric? Its Place and Purpose in Classical Education

Dr. Benjamin Beier - Hillsdale's Dr. Bejamin Beier will treat the history and purpose of rhetoric, and its essential place in classical education, as well as its particular relevance in the 21st century.

## Effective Pedagogy in Teaching Spanish to Beginners

Dr. Nika Setek - Founders Classical Academy of Leander's Dr. Nika Setek will share useful tips and methods for teaching beginning Spanish students.

### The Physics of Climate Change

Dr. Kenneth Hayes - Hillsdale's Dr. Kenneth Hayes will discuss the basic physics of the greenhouse effect and why the planet is warming, and the most significant consequences of climate change on human society.

### **Re-envisioning Homework as an Opportunity**

Jonathan Gregg & Becky Holland - This session will delve into the principles and practices of assigning homework in a way that alleviates the burden on the teacher while still providing meaningful and challenging ways for students to cement their in-class learning.

### **Creating a Curriculum Map and Lesson Plan**

Gail Mowry - Using the Core Knowledge curriculum and her years of teaching experience, Gail Mowry will provide guidance in creating a basic outline and lesson plan for elementary music.

### **American History Forum**

Jordan Adams - BCSI's Jordan Adams will moderate a forum for teachers of American history.

### **Ancient History Forum**

Jonathan Rogers - Founders Classical Academy of Lewisville's Jonathan Rogers will moderate a forum for teachers of ancient history.

### **Latin Forum**

Dr. Colin Pang - Golden View Classical Academy's Dr. Colin Pang will moderate a forum for Latin teachers.

# Establishing & Growing the Culture of Your Music Program

Rachel Holland - This session will consider and open to discussion the many pieces involved in building the culture of a music program irrespective of how established the program is.

### **Medieval & British Literature Forum**

Ian Atherton - Golden View Classical Academy's Ian Atherton will moderate a forum for teachers of medieval & British literature.

### Ancient Literature Forum

Catherine Rogers - Founders Classical Academy of Louisville's Catherine Rogers will moderate a forum for teachers of ancient literature.

## Forum on Games in P.E. Class

Przemek Grzesiak & Cami White - All grammar school physical education teachers are invited to share several games that they employ in their own gym classes. Each participant will have the opportunity to explain and lead other participants through a brief playing of the games on-site, that all teachers may have a clear understanding of how to implement them. Please email pgrzesiak@ hillsdale.edu with what games you would like to share and what supplies will be required for your games.

# Forum on the New Philosophy and Government Courses

Daniel O'Toole - This is a forum for both teachers and administrators to discuss BCSI's new recommendations for government and philosophy courses for 10th, 11th, and 12th grades. We will discuss both the purposes of the new recommendations and how to implement them. Teachers and administrators will have an opportunity to provide feedback, and we will attempt to answer their questions and address any ideas or concerns.

## Forum on Teaching Economics as a Logical Science

Matt Summers - Is it possible to articulate and verify economic principles prior to our experience of the world? For Ludwig von Mises and the Austrian School, the answer is yes. This forum, led by Golden Vie Classical Academy's Matt Summers, explores the role of logic and deductive reasoning in constructing universal economic principles.

Life Science Forum: Becky Holland - This forum will provide a moderated discussion on life science topics and teaching ideas for 7th grade science and high school biology teachers.

# Math Forum

Abby Johnson -Golden View Classical Academy's Abby Johnson will moderate a forum for math teachers.

# Astronomy: The Course and Instructional Design

Michael Berndt - An astronomy course is a recommended option for the 12th grade science class. This session will discuss ideas about how to design and teach this course.

# Block 3

### The Reformation & the Enlightenment

Dr. Korey Maas - Hillsdale's Dr. Korey Maas will share with participants some of the most important ideas, events, and themes from the Reformation and the Enlightenment.

### **Texas History for Non-Texans**

Dr. Donald Frazier-Dr. Donald Frazier from Schreiner University will share a history of Texas that may be especially helpful for non-Texans who are expected to teach Texas history to their students.

## **Teaching a Love of Latin sine Gimmicks**

Julie Apel-Founders Classical Academy of Leander's Julie Apel will share ideas on how to cultivate students' enjoyment of Latin without resorting to mere gimmicks.

## Foundations of Strength Training

Tyler Cortright & Mitch Schoenborn-Hillsdale College athletic trainers will lead an interactive seminar about the major principles in strength training and physical wellness. Topics will include movement patterns and planes of motion, physical fitness attributes (i.e., power, strength, speed, plyometrics, agility, endurance, etc.), exercise selection and how to progress/regress exercises, proper exercise technique and movement mechanics, motivational aspects of training, how to structure workouts, and training volume management. Please wear appropriate exercise attire as we will practice certain exercise progressions.

### **Technology in Math Class**

Cameron Starc-This presentation will recommend a variety of technologies that may be incorporated into math instruction and assessment, and will address their proper use in a classical math course.

# The History of Architecture

Alex Harner-This presentation will address continuity in architecture and those principles that have informed good buildings from past to present

# Tips & Tools for the Grammar School Music Classroom

Aimee Evans - Join Aimee Evans of Founders Classical Academy of Leander as she shares tips and tricks for dealing with everything from classroom management to incorporating the use of instruments and the presentation of composers and songs.

# "Tell All the Truth": Emily Dickinson's Poetry

Dr. Kelly Franklin - This presentation will introduce teachers to the form and major themes of Emily Dickinson's poetry, followed by a close reading and interpretation of poems from (and beyond) the BCSI junior high and high school curriculum.

# **Teaching Shakespeare Through Acting**

Dr. Christopher Matsos - From 2011-2012, Dr. Chris Matsos served as Program Coordinator for the partnership between Ohio State University and the Royal Shakespeare Company (RSC), where he facilitated the training of K-12 educators in the RSC's "Stand Up for Shakespeare" initiative. "Stand Up for Shakespeare" provides accessible tools for a deeper understanding of Shakespeare's language, characters, and themes by inviting students to push their desks aside and explore the plays on their feet. In borrowing simple rehearsal room techniques from world-class practitioners, this pedagogy bolsters students' sense of confidence and gives them a feeling of ownership in their engagement of the Bard. It is effective both in the classroom and for those wishing to stage productions of Shakespeare's works. This workshop will guide participants through two "Stand Up for Shakespeare" exercises and answer questions about this pedagogy for those who seek to use it in their classrooms or productions.

## Teaching Modern Foreign Languages after Latin

Dr. Nika Setek - Founders Classical Academy of Leander's Dr. Nika Setek provides perspective and suggestions for teaching a modern foreign language to students who have taken Latin. This session is applicable to teachers of Spanish, French, and other romance languages.

## Teaching Formal Logic: Goals, Methods, and Tips

Dr. John Tutuska - This talk, led by Dr. John Tutuska of Founders Classical Academy of Louisville, will focus on the goals of a formal logic course and practical tips for organizing and teaching it.

# America's Two Constitutions: Separation of Powers vs. the Administrative State

Dr. Adam Carrington - The structure of government matters greatly in the ends a polity pursues and how well it pursues them. With this in mind, this talk will examine the complicated relationship between our two competing constitutional systems: the original Constitution's system of the separation of powers and the later Progressive system of the administrative state. This talk will help high school government and history teachers make sense of how our political order works—and doesn't work—today.

# Pedagogy 301

Dr. Daniel Coupland - Designed specifically for teachers who have significant experience in the classroom (4+ years), this session focuses on the nuances of the pedagogical craft. Avoiding complacency and continuing to look for ways to improve is the hallmark of an excellent teacher, and this session will offer a few advanced pedagogical techniques that can give experienced teachers some fresh ways to reimagine their teaching practices, to rethink their classrooms, and to discover small adjustments that can have a profound impact on the lives of their students.

## **Re-envisioning Homework as an Opportunity**

Jonathan Gregg - This session promises to delve into the principles and practices of assigning homework in a way that alleviates the burden on the teacher while still providing meaningful and challenging ways for students to cement their in-class learning.

# Science and the Pursuit of Beauty

Michael Berndt - This session will discuss how the pursuit of beauty has driven scientific beauty, how beauty is found in the natural sciences, why beauty reveals truth, and how these ideas inform the way we teach science in the classical school.

# Block 4

# C. S. Lewis's The Abolition of Man

Dr. David Diener - C. S. Lewis's The Abolition of Man is a classic work in the history and philosophy of education. In this seminar we will examine its central themes and the key arguments Lewis makes throughout it for absolute values and the training of students' affections as well as their intellects. We will work sequentially through each of the three chapters of the book, discussing both the progression of Lewis's thought and the practical educational implications of his treatment of concepts such as "men without chests," "the Tao," and "the abolition of man."

## **Executive Power and the Constitution**

Dr. Adam Carrington - The American Presidency is arguably the most powerful political office in the world. This talk discusses the nature of the executive power it exercises, connecting it both to the Constitution and to its fellow branches within the national government.

# The 1960s: The Cultural Revolution

Dr. Paul Moreno - Hillsdale's Dr. Paul Moreno with lead participants in considering the cultural revolution that was the 1960s in the United States.

# **Best Practices in History Class**

Jordan Adams - BCSI's Jordan Adams will share and lead a conversation about best practices in teaching upper school history.

# Wordplay in Vergil's Aeneid

Dr. Eric Hutchinson - Hillsdale's Dr. Eric Hutchinson will lead participants in an examination of Vergil's use of wordplay in The Aeneid.

# Athletic Directorship: A Classical Approach

Nathan McClallen - Nathan McClallen, Athletic Director at Founders Classical Academy of Leander, will present on the unique role of an athletic director in a classical school.

# **Keeping Gym Class Orderly and Active**

Cami White - Cami White offers K-6 physical education teachers a variety of ideas that will help keep gym class moving safely and efficiently. Emphasis will be placed on how discipline, consistency, and preparedness are the keys to a successful gym class.

## **Mathematics & Wonder**

Jonathan Gregg - Tracing the footsteps of Euler, the greatest mathematician to walk the earth, this session will illustrate how mathematics begins and ends in wonder, and will help teachers to restructure their lessons to incorporate the pursuit of wonder in their classrooms.

# Tenets of a Music Curriculum in a Classical School

Casey Gregg -This presentation will recommend an understanding of music that is proper to a classical framework.

## **Panel: Senior Thesis**

Michael Berndt, Brandon Muri & Dr. Kathleen O'Toole - Earlier this year, senior thesis teachers from several BCSI schools met to think about guidance for schools in structuring the senior thesis. In this session, three panelists from those meetings will share what was discussed and provide suggestions for developing the senior thesis program.

# One Teacher's Approach to Embracing the Drudgery of Composition Instruction

Dr. Ellen Condict - In Gjertrud Schnackenberg's "Supernatural Love," the poem's narrator describes a small, careful act of love and attention as "[t]he obligation due to every thing / [t]hat's smaller than the universe." In teaching composition, we often think more towards conquering the "universe," our grand plan for students to achieve rhetorical sophistication, a plan which expects out of our students big ideas, long papers, and large-scale improvements, especially in their final years of upper school. But the nature of writing demands close attention to the small things, building proficiency with the smaller elements of good writing—the idea, the sentence, the paragraph—through imitation and repetition. This workshop will focus on using in-class writing as the training ground for good writing habits.

# Teaching Rhetoric: Goals, Methods, and Tips

Monika Grzesiak - This talk will focus on the goals of a rhetoric course and practical tips for organizing and teaching it.

# **Chemistry Lesson Planning and Instruction**

Dr. Karin Jackson - This session will give some lesson ideas that incorporate hands-on learning with classical teaching within the chemistry class.

## Introduction to Transparent Watercolor Techniques

Julio Suarez - In this studio session, participants will be able to practice the fundamental watercolor skills of painting flat washes and the proper technique for making beautiful calligraphic brush strokes. Applicable to all grades. Supplies provided.

# Block 5

## **English Legal History & America**

Dr. David Stewart - Hillsdale's Dr. David Stewart will consider the significance of England's legal tradition on the American colonists and American system of self-government.

## Active Latin Pedagogy

Dr. Patrick Owens - Dr. Patrick Owens, visiting professor at Hillsdale College, will share some best practices for incorporating elements of spoken Latin into Latin instruction.

## **Teaching Academic Skills**

Jordan Adams & Nicholis Wagner - BCSI's Jordan Adams and Nicholis Wagner will share skills and habits that every student should have in order to succeed at school, and strategies for how teachers can foster these in their students.

### **Nutrition & Physical Education**

Tyler Cortright - Tyler Cortright, Hillsdale's Director of Sports Medicine and Performance, will speak on nutrition in upper school physical education classes. The presentation will include a general overview of macro and micronutrients, how food intake may change based on age or activity level, creative ways for growing and raising your own healthy foods for year-round consumption, and methods used in the college setting for helping students improve their eating habits.

### **Teaching Dance in the Grammar Years**

Cami White - Cami White will present on the importance of including dance in a classical physical education curriculum and how it influences students outside of the gym. Intended for K-6 teachers, the presentation will also introduce the basics of three common dances (Waltz, Foxtrot, and Two-Step) and how to teach these to students. No previous dance experience is required!

# **Conversations with Progressivism**

Jonathan Gregg - This session promises to explore progressive education research, highlighting ideas in the prevailing literature of the field that overlap with the tenets of classical education, providing opportunities for productive conversation with people who may be skeptical of classical education.

### **Practical Aspects of Teaching Art**

Fran Mason - Fran Mason of Ivywood Classical Academy will share practical tips on lesson planning, where to find additional resources, how to administer art assessments, and how to connect art with other subject areas.

## **Encouraging Socratic Discussion in the Music Classroom**

## **Rachel Holland**

Rachel Holland - Seven Oaks Classical School will present on how to create and use strong Socratic questions music classroom and in planning. The content will be applicable to all grade levels.

### **Panel: Senior Thesis Case Studies**

Josh Andrew, Amanda Gilmore & James Knabe - In this session, three panelists from various BCSI schools will describe how their schools approach the senior thesis and add their own particular twist on the process.

## Fahrenheit 451 and Dystopian Literature

Dr. Ellen Condict - Fahrenheit 451 is a great read, brimming with potential for middle-school students as they practice textual analysis and Socratic discussion. Essential thematic questions—about the nature of happiness, the meaning of equality, the role of technology in dystopias, the use of censorship, the significance of books—make reading this book an enjoyable classroom experience. But a focus on the smaller details of text, in the figurative language and grammar at the sentence level, also yields good fruit. This seminar will delve into some of these themes and possibilities for teaching the book as a literary work.

# Preparing Our Students for College Composition

Dr. Patricia Bart - The ability to write accurate, succinct expositions of the irreducible facts lies at the foundation of the ability to write responsible, rational, and effective public arguments—whether at the high school or the college level. This session will consider simple means of teaching expository writing about primary works and secondary works that make arguments about them, as a preparation for students writing their own arguments about literary works. The skills and means discussed will, however, be broadly applicable to most high school courses that have a writing element.

# Teaching Fascism and Communism: The Interplay of Events and Ideas

Dr. John Grant - This talk will offer an examination of the historical events, trends, and dominant ideas relating to fascism and communism. It will help history, government, and philosophy teachers better understand what has made these movements so appealing to so many.

## Liberty and Tyranny in Shakespeare's Julius Caesar

Dr. Khalil Habib - Shakespeare's Julius Caesar is the second of a series of plays depicting the rise and fall of classical Rome. The play thematically portrays the rise of the plebeian class and their tribunes and their effect on the heroic tradition and Rome's liberty. Shakespeare presents the rise of the people as the inevitable consequence of Rome's expansion, which ultimately destroyed the republic and paved the ground for the rise of empire and Christianity.

## Modern Foreign Language Forum

Tomek Grzesiak - BCSI's Tomek Grzesiak will moderate a forum on modern foreign language instruction. Teachers of any modern foreign language (French, Spanish, etc.) are most welcome.

## **Medieval & Renaissance History Forum**

Dr. Terrill Legueri - Golden View Classical Academy's Dr. Terrill Legueri will moderate a forum for teachers of medieval and Renaissance history.

### Modern European History Forum

Jordan Adams - BCSI's Jordan Adams will moderate a forum for teachers of modern European history.

### Starting Math Clubs

**Abby Johnson -** Abby Johnson of Golden View Classical Academy will discuss the variety of clubs available to engage students in mathematics in a fun and meaningful way and how to get a math club up and running.

### **Music Forum**

Aimee Evans - Led by Aimee Evans of Founders Classical Academy of Leander, this presentation will share practical solutions to common issues that arise in upper school music programs.

### **Composition Forum**

Tomek Grzesiak & Dr. Kathleen O'Toole - Hillsdale's Dr. Kathleen O'Toole and BCSI's Tomek Grzesiak will moderate a forum for teachers of composition.

### **Modern Literature Forum**

Brandon Muri - Founders Classical Academy of Las Vegas' Brandon Muri will moderate a forum for teachers of modern literature.

### American Literature Forum

Ian Atherton - Golden View Classical Academy's Ian Atherton will moderate a forum for teachers of American literature.

# Vengeance, Mercy, and Justice: On Lincoln's Second Inaugural Address

Dr. Robert Garrow - This talk explores some of the depths of Lincoln's Second Inaugural Address—one of the greatest and most profound speeches ever given. Not only does Lincoln meditate on America, slavery, and the Civil War, but he also helps us to understand timeless truths about vengeance, mercy, and justice; divine providence; and the tragic nature of politics. Humanities and civics teachers from across the various disciplines will all benefit from this talk.

### **Physics Forum**

Cris Chacon - This forum, led by Golden View Classical Academy's Cris Chacon, will provide a moderated discussion on physics topics for 8th grade science and high school physics teachers.

## **Chemistry Forum**

Dr. Karin Jackson - This forum will provide a moderated discussion on chemistry topics and teaching ideas for 7th grade science and high school chemistry teachers.

Professional development topics to be discussed throughout the school year were developed in alignment with OSPD and may include, but will not be limited to:

- Classical Education Model
- Core Knowledge
- Singapore Math
- Response to Intervention
- Assigned texts that support the mission of the school
- How to formulate questions that will encourage critical thinking, analyzing meaning, expression of ideas with clarity and confidence
- Data Analysis
- How to train students in Socratic method discussions
- Differentiation
- Assessments
- Norms for the group to follow

## Special Education

Building level staff meetings are held on a weekly basis to analyze data and discuss best practices. Teachers involved in RESA Year 1, Year 2, Year 3 and potentially Year 4 will be provided training and assistance from trained mentors. Teachers will participate to the fullest extent in all activities, RESA meetings, if required, and all training facilitated by the school.

Professional Development will occur formally five times per year for an overall review of data, curriculum, differentiation, and subject matter work. Building level training will be based on the Classroom Walk-Through Tool which is to be completed once per month per teacher by the Principal. This data is used to develop teacher specific training, and/or whole school training. The Principal and Dean of Student Learning use the tool to evaluate teachers on a regular basis and provide them feedback with areas for growth identified. Additionally, it is an opportunity for teachers to regularly reflect on teaching and learning.

Teachers use OSPD to develop personal IPDP's. Teachers must state which Standard for professional development correlates to the professional development they attend. All of NOCA's provided professional development correlates directly to the OSPD. Professional Development is embedded as an action step, and progress measurements are included to work towards the OIP goals.

Professional development includes the use of self-evaluation as a part of the OTES system. This evaluation is submitted to the Principal who compares the self-assessment against his/her assessment. The results of OTES will drive training for building teachers twice a year. Teachers with specific needs will be assigned to training, coaching, and/or conferences.

Professional Development is embedded as an action step within the continuous improvement plan, and progress measurements of the professional development are included to work towards the school improvement plan goals.

Professional Development Plan for School Leaders	6.3d	9) Using the Ohio Standards for Principals 2018, describe how the school will <i>develop</i> , <i>implement</i> , and <i>evaluate</i> a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
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NOCA will provide professional development to the school leaders based upon the Ohio Standards for Principals 2018 as follows. The strands serve as categories for the professional development to be provided. NOCA will combine internal and external resources as well as ODE provided and recommended development to offer a comprehensive program.

Standard 1: Mission, Vision and Core Values:

The effective educational leader develops, advocates and enacts a shared mission, vision and core values.

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Standard 2: Ethics and Professional Norms: The effective educational leader acts ethically and according to professional norms.

Standard 3: School Improvement The effective educational leader implements collaborative structures and shared leadership to analyze data and causality, align evidence-based strategies to deliberate goals, develop the capacity of staff, and partner with internal and external supports to improve teaching and learning conditions and outcomes.

Standard 4: Curriculum, Instruction, and Assessment The effective educational leader fosters an environment of effective and rigorous personalized instruction by ensuring each student has equitable access to effective teachers, leaders and learning supports.

Standard 5: Professional Capacity of School Personnel

The effective educational leader supports all staff by promoting and organizing an environment focused on continuous improvement and personal growth to achieve positive outcomes for each student.

Standard 6: Equity and Cultural Responsiveness The effective educational leader models supports and cultivates a school culture characterized by equity and inclusiveness.

Standard 7: Community of Care and Support

The effective educational leader develops and sustains positive partnerships with and among students, staff, and stakeholders to create a safe and caring school environment.

Standard 8: Meaningful Engagement of Families and Community

The effective educational leader develops and sustains partnerships with families and the community by acknowledging the school as a community resource and understanding the context of its existence within the larger community.

Standard 9: Strategic Staffing

The effective educational leader is integral to the recruitment, hiring, and assignment of staff to ensure representation of diverse expertise and skill sets are aligned to the priorities of the focused plan while also promoting staff professional growth, cultural competence and opportunities for leadership.

Standard 10: School Operations

The effective educational leader develops and implements structures to maximize learning through relationships, management, fiscal responsibility and adherence to district and state laws, policies and procedures.

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Professional Development for School Leaders will be implemented to

- 1. Provide teachers with ongoing professional development that reflect plan goals and strategies
- 2. Use Professional Development to create/support building leadership teams and other networks for school leaders
- 3. Monitor and evaluate the implementation of professional development for school leaders

At designated times throughout the year, to be scheduled, professional development will be provided that incorporates each strand. Professional development includes the use of self-evaluation as a part of the OPES system. This evaluation is submitted to the certified evaluator who compares the self-assessment against the Board assessments. The results of OPES will drive further professional development for the school leaders. Development can include training, coaching, and/or conferences. Professional Development is embedded as an action step within the continuous improvement plan, and progress measurements of the professional development are included to work towards the school improvement plan goals. Overall include

- 1. Providing school leaders with professional development in areas that will assist them in developing Building Leadership Teams (BLTs) and Teacher-Based Teams (TBTs).
- 2. Supporting professional development opportunities that allow school leaders to network with and learn from peers.
- 3. Using professional development time to provide space for teams to work on tasks connected to school and district goals and the continuous improvement plan (CIP) and school improvement plan (SIP).
- 4. Using performance-based criteria (assessments, performance framework goals) to identify highly qualified school leaders to serve as professional development instructors and principal supervisors, mentors, and coaches.

Based on student data from assessments, OTES and OPES results, IPDPS performance growth, and Resident Educator Program progress, the professional development will be analyzed for any adjustments and changes to the OIP plan.

School Calendar 6.3
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NOCA will attempt to mirror the calendars of the public school district in order to harmonize available public school bus transportation and school schedules if possible. Excluding opening ceremony, homeroom, and lunch period, students will have six and 1/2 hours of daily classroom instruction and 180 days of class (annually 1,170 hours of classroom instruction). The proposed school and attendance calendar is attached and includes professional

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development and assessment days, vacation days, and number of hours the school will be in session. Parents and students will be notified of the school calendar as it is provided to families upon enrollment. The calendar is also sent home with the student at the beginning of the school year. The calendar is available in the school office and on the school website. A sample school calendar is enclosed as **Attachment 6.3d1a\_School Calendars.** 

## Extracurricular Programming

The school calendar allots time for extracurricular activities. Extracurricular activities are vital to the emotional and intellectual growth of students. NOCA's will be targeted to build the Six Pillars of Character (responsibility, respect, courage, courtesy, honesty, and citizenship). NOCA will offer robust programming to allow all scholars to explore their interests and strengths. NOCA's athletic offerings may include cross country, track and field, basketball, baseball, soccer, volleyball, and cheerleading. Academic extracurricular offerings may consist of chess, chorus, debate, drawing club, Geography Bee, journalism, Latin League, National Junior Honor Society, orchestra, Philosophy Club, Spelling Bee, Student Council, theatre, yearbook, and more.

In planning activities and programs for students, NOCA considers the importance of family involvement. Providing great culture leads to outstanding academics, and NOCA believes parents are an integral part of our team. Below are a few ways in which the school may engage and celebrate parents:

- Parent-Teacher Organization (PTO)
- Field Trips
- Volunteer Opportunities
- Fundraisers

Additionally, a NOCA Welcome Kit is provided to parents that includes information about the PTO as well as an introduction to the school, its curriculum and the classical education model. A sample of this Welcome Kit is enclosed along with Attachment 6.3d1a \_School Calendars.

Bell Schedule	6.3.1	10) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.		
The bell schedule for Northwest Ohio Classical Academy is enclosed as Attachment 6.3d1b_Bell Schedule.				

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# **6.3e Prevention and Intervention Policy**

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

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

Prevention and Intervention Plan	6.3.2	1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.
		2) Describe the school's <u>multi-tiered educational services</u> policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).

1. NOCA will provide an education model that focuses on the whole child.

**Health.** NOCA will address the mental and physical health of each student. The goal of physical education is to develop physically literate individuals who have the knowledge, skills, and confidence to enjoy a lifetime of healthful physical activity. The physical education program will keep students active, fit, and healthy. It will be used as a time to reinforce the school's culture. Students will be encouraged to participate in group activities, try new sports and challenge themselves. NOCA will also provide the resources necessary to address the student's mental health. A culture of support from all teachers and staff are fostered. A great learning environment where lessons in cultural and civic education are taught so that the students want to attend school. NOCA's lessons will be supported by a campus that fosters positive relationships between students, parents, and teachers. If any adaptive physical or specialized mental health support is needed, NOCA will offer services from third-party specialist. To provide specialized services, NOCA will utilize the services of Total Education Solutions (TES).

**Safety**. NOCA will provide a safe environment for all students. Discipline, ethics, and personal responsibility will be modeled and expected. The school will define a standard of behavior using Six Pillars of Character (responsibility, respect, courage, courtesy, honesty, and citizenship) as complements to the four classical virtues (temperance, fortitude, justice, and prudence). NOCA will implement a Discipline Policy and code of conduct as outlined in the

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student handbook. Students are expected to model and reinforce the school's expectations at every opportunity. The school discipline policies will support the education of the students and the overall vision of NOCA. Additional information on the Discipline Policy is listed later in this section.

**Engagement.** NOCA will engage students by offering both curricular and extracurricular offerings, to nurture the child's humanity. The curriculum offers the best intellectual and cultural traditions of the West as they have been developed and refined over many generations. To engage the student's extracurricular interest, activities, and talents, school groups, and clubs will be offered along with athletic offerings. Parents will be engaged through PTO, field trips, volunteerism, and fundraisers.

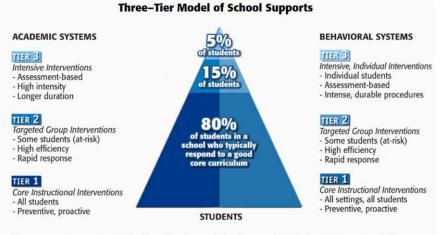
**Personalized Learning.** Teaching methods will be modified and differentiated to meet student needs. The success of every student will depend upon his or her consistent effort and perseverance. Each student will receive the support of every staff member whose focus is on academic achievement and a commitment to educational excellence. NOCA will automatically provide differentiated instruction in at least two main areas, math and reading and other areas based upon individual need per assessment results. Additional information on differentiated instruction is provided later in this section. Students are provided with the lesson and an academic program based upon the level of skill including gifted education warranted.

**Prepared for Success.** Classical Education upholds a standard of excellence. NOCA's high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel not only in learning but also in character development. At NOCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition. NOCA will close academic learning gaps enabling students to graduate as highly literate and ethical citizens who are well-prepared to advance into high school and on to other pursuits. The goal is to develop within its students the intellectual and personal habits, virtues, and skills upon which responsible, independent, and flourishing lives are built. NOCA prepares its students to be leaders in their homes and communities, entrepreneurs in business, and statesmen in government. Through its content-rich curriculum with a strong emphasis in civics, NOCA provides a traditional education with a constant view towards developing exceptional American citizens.

2. Northwest Ohio Classical Academy (NOCA) will provide an academic program to meet the needs of ALL students including those who are experiencing learning, behavior, and other problems as well as English Language Learners, gifted, homeless, and lowest achieving 20%. Additionally, NOCA will provide educational interventions to help meet Ohio's Third Grade Reading Guarantee.

The framework used to identify student learning deficiencies, develop hypotheses, formulate a plan, monitor progress, and analyze results will follow the Response to Intervention (RTI) model. RTI is a "systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions." The School will have a solid RTI Leadership Team (RLT) to apply identification, assessing, development, implementation, and monitoring and re-evaluation procedures. The RLT consist of the Principal, Director of Student Learning, Intervention Specialist, classroom teachers, ELL teacher as needed, and parents (as needed). The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.

The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized. The school will set up systems and methodologies to address student needs that may include data-based goals, reflection, and review of instruction and methodology, differentiation of the instruction and other targeted interventions, as well as formative and summative assessments. RTI seeks to prevent academic failure through early intervention, frequent progress measurement, and increasingly intensive research-based instructional interventions for children who continue to have difficulty. The RTI Model is as follows per Figure 2: RtI.



"Response to Intervention Policy Considerations and Implementation" by the National Association of State Directors of Special Education, Inc.

Figure 2: Rtl

# Tier 1

Tier 1 consists of the general academic and behavioral instruction and support that is designed and differentiated for all students in all settings. Schoolwide progress monitoring and screenings are used to ensure that core instruction is effective and to identify students who may need additional support in order to be successful. Within the classrooms, students will be assessed at the beginning of each school year based upon Benchmark data for each grade level in each core content area that is developed by the school. In addition to progress that is being observed in the classroom, all students will be monitored by Core Knowledge Assessments. The data will be used to help determine if there is a problem with the core curriculum. As the year progresses, student progress will be monitored, and data will be collected to identify students who are struggling. For struggling students, they will first receive assistance in Tier I through the use of universal interventions within the classroom. These interventions include remedial strategies, classroom/behavior management strategies, small-group instructions, flexible grouping, more instructional time, etc. Interventions are determined by classroom teachers, grade-level teams, and/or school leadership. If, after a reasonable amount of time with progress being monitored and data being collected, these interventions do not result in progress, the students can be referred to Tier 2 and the RLT for a more intense study of what is causing

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struggle academically or behaviorally.

## Tier 2

Tier 2 consisted of more focused, targeted instruction or intervention and supplemental supports in addition to and aligned with the core instruction provided through Tier 1. For instance, an additional 30 minutes per day may be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in the text. Adjustments can be made within Tier 2 to increase time on task or decrease the student/teacher ratio. The RLT will conduct the student study process and consider, implement and document the effectiveness of appropriate research-based interventions utilizing curriculum-based measures. In addition to the core team members of the RLT, specialists, such as speech therapists, special education teachers, bilingual education teachers, reading teachers, nurses, or social workers can bring valuable perspectives and ideas to the team. A varying number of other individuals will serve on the team, depending on the types of concerns and expertise needed. NOCA will utilize the services of Total Educational Solutions for additional support. In addition to reviewing information collected at the Tier 1 level, the RLT will address culture and acculturation, socioeconomic status, teaching and learning styles and instructional delivery mechanisms in order to rule out other possible causes of the student's educational difficulties. The RLT, at this level, may develop a written, individual education plan (IEP). Based upon data that indicates that the student has shown over time a significant deviation from their grade-level peers and/or persistent behavioral problems, a plan can be developed that includes a more intense instruction that is provided individually or in small groups and occurs in addition to the general education curriculum. In the area of behavior, a Functional Behavior Assessment and a Behavior Intervention Plan can be developed. If interventions are warranted, NOCA will consider the following interventions:

- a. Provide quality, solid, focused instruction.
- b. Provide instruction in smaller groups.
- c. Teach additional learning strategies.
- d. Change scope and sequence of tasks.
- e. Cover all of the components needed to learn a skill. Avoid the creation of splinter skills, and focusing on the essential components of reading, language and math.
- f. Monitoring student progress more frequently than at Tier 1.
- g. Evaluate student progress more frequently than at Tier 1 to determine whether progress is being made.
- h. Assess the student's response to the new interventions in order to determine whether new or different interventions should be used.
- i. Develop a clear, concise plan of intervention. What is going to be done differently, who is going to do it, when will it be done, where will it be done, and how long will it be done?
- j. Use the written intervention plan to identify measurable outcome and create data-driven adjustments to the intervention process.
- k. Creating a progress-monitoring schedule using a variety of data gathering methods.

Tier 2 interventions will be used in consistent time allotments at least four times per week over a period of nine weeks. At the end of the nine-week period, the RLT will reconvene for additional support and determination on whether the student should remain at Tier 2 or move to either Tier 1 or Tier 3.

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Because referral to Tier 3 or Special Education is based on RTI data, NOCA will implement the interventions exactly as defined in order to ensure consistency in the data that is collected as progress is monitored. A progress-monitoring schedule using a variety of data gathering methods will be developed and implemented by appropriate NOCA staff.

Students with disabilities who do not qualify for special education services can be served at Tier 2 or 3 based on the student needs. Academic improvements plans for students facing retention, or for those who have been retained are also the responsibility of the RTI in Tier 2. When it is determined that a student has an obvious disability or a serious and urgent problem, the RLT will address the student's needs promptly on an individualized basis, which may include a referral for a multi-disciplinary evaluation (Tier 3) to determine possible eligibility for Special Education and related services consistent with the requirements of federal regulations at 34 CFR Sec. 300.300.

# Tier 3

Tier 3 consists of the most intense (increased time, narrowed focus, very small group or individual) instruction and intervention based upon individual student need. Tier 3 supports are provided in addition to and aligned with the core (Tier 1) and supplemental (Tier 2) academic and behavioral instruction, interventions, and supports. If the student does not respond adequately to significant Tier 2 interventions, the student will be referred for a Multidisciplinary Evaluation to determine their need for Special Education services. Tier 3 students are not all eligible for Special Education. If the student does not qualify for Special Education services, the student can return to the RLT team and continue to receive Tier 2 or Tier 3 interventions. Prior to the referral, the RLT will determine if the student has received instruction and interventions that are scientific and research-based. Students identified as a "student with disability" are deemed eligible for Special Education and related services, and an IEP will be developed by a properly-constituted team, pursuant to federal regulations at 34 CFR Sec. 300.321. Either a parent of a student or members of the RLT can initiate a request for an initial evaluation to determine if the student has a disability with the consent requirement in 34 CFR Sec. 300.300. If the student gualifies for Special Education services under the IDEA, specially-designed instruction and related services will be provided through an Individualized Education Program (IEP). If the student does not qualify for Special Education services, the student can return to the RLT team and continue to receive Tier II interventions. Both the Riggs program and Singapore Math are designed to meet the individual needs of all students. Riggs is a multi-sensory program that assesses where students are functioning and offers highly targeted instruction. It has been used in the past to both prevent and correct learning disorders. It was patterned after the Orton-Gillingham model of reading instruction for students who are dyslexic. Skills are presented in a specific order with opportunities for repetition. Students are assessed continually to determine mastery of skills. Singapore Math is effective in addressing individual student needs as well. The program lends itself to differentiation because of the three stages of learning contained in the materials: concrete, pictorial, and abstract. Students are continually assessed, so teachers know which students are ready to move throughout the stages. Students at the more concrete level are allowed to stay at that stage longer, with tools such as manipulatives, to assist in learning. Singapore Math has been used very successfully with students who are struggling learners in math in addition to students who are English Language Learners. All Special Education services will be in compliance with Ohio code.

**Initial Evaluation.** Students who are referred for testing by an RLT or by a written parental request must first be evaluated to determine whether the student has a disability as identified under the IDEA. This first formal diagnostic evaluation, "the initial evaluation," requires informed prior written parental consent

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to conduct. The initial evaluation must be completed within sixty (60) calendar days of the date of parental consent. Any re-evaluation also requires informed written parental consent secured prior to the re-evaluation taking place. The initial evaluation should provide the IEP team with: (a) information it will need to determine whether a student has a disability and requires Special Education and related services; (b) information regarding the student's present levels of educational and functional performance; (c) information to assist in determining educational needs, including accommodations and services. If a parent initially refuses to sign the consent, "the sixty (60)" day limit begins to run only when the consent is signed. Before any initial evaluation, the parent must provide informed written consent to the testing. The consent to testing is not consented to initial placement. If there is no consent to testing, NOCA may file a complaint about a due process hearing. If the parent refuses to consent or fails to respond to a request for consent, NOCA has no further obligation. However, there should be clear documentation of NOCA's efforts to obtain consent, including copies of correspondence or documentation of phone calls made to the parent. A certified letter should be sent to the parent advising that (1) his or her non- response or refusal to consent is considered a refusal of services; and (2) the child will not be considered a student with a disability for any disciplinary or educational purposes.

The evaluation/assessment must provide for:

- a. Assessing in all areas of suspected disability (including health and development such as vision and hearing);
- b. Selection of evaluation tools that are not racially, culturally, or linguistically discriminatory;
- c. Are administered in the language or form most likely to yield accurate information regarding what the student knows and can do academically, developmentally and functionally;
- d. Selection of assessment tools that assess specific areas of educational need;
- e. Ensuring that there are a variety of tools and strategies used to gather relevant functional and development information;
- f. Information provided by the parent;
- g. Including information on how the student is involved in and progressing in the general curriculum.
- h. Identify any accommodations in test administration that may be necessary.

Assessments/evaluations must be administered by qualified personnel as specified in the instructions provided by the producers of the assessment tool. NOCA will follow the rule that informed parental consent must precede the initial evaluation, and the parent's consent to the initial evaluation will not be construed as consent for special education services. All evaluations will be conducted according to the requirements established by IDEA 2004. To ensure informed parental consent, the signature of the parent will be obtained by the evaluator/diagnostician, who can explain the types and purposes of the

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evaluations to be conducted. The referral packet will be provided to the diagnostic staff in a timely fashion. Not more than 15 work days will pass before the diagnostician meets with the parent to review the assessment plan and secure parental consent.

NOCA will assure that assessments of the students with Limited English Proficiency measure what is intended and not the student's English skills. For students with sensory, motor, or speaking impairments NOCA will ensure that the assessment measures what is intended. "Parent" may include a foster parent of a child with a disability if Children, Youth and Families Department (CYFD) provides appropriate documentation to establish that CYFD has legal custody and has designated the person in question as the child's foster parent, and if the foster parent is willing to make the educational decisions required by IDEA. Qualified Surrogate parents may be appointed in compliance with 34 CFR Sec.300.519 when needed to protect the rights of a student with a disability. A foster parent who meets all the requirements of 34 CFR Sec. 300.30 may be appointed as a surrogate parent if the public agency that is responsible for the appointment deems such action appropriate (34 CFR Sec. 300.519).

**Determination of eligibility and educational need.** Upon completion of the initial evaluation, a RLT will be scheduled. A written notice to parents will be sent to inform them of, and invite them to, the meeting. Parents will be afforded sufficient time for response and opportunity to request another time in order to accommodate their schedules. The RLT team is composed the child's parents and educational professionals such as general teachers, Intervention Specialist, a diagnostician, and related service providers if they conducted an evaluation. The purpose of the meeting is to review the evaluation with the parents and determine if the student is eligible to receive Special Education services. If so, an Individualized Education Plan (IEP) is developed which will provide specially-designed instruction that is tailored to fit the learning strengths and needs of the student. Determination or the re-evaluation of eligibility through the Multidisciplinary Team occurs every three years unless an early re-evaluation is warranted.

Individualized Education Plan. NOCA will be responsible for developing, implementing, reviewing, and revising an IEP program in compliance with all applicable regulations and standards for each child with exceptionalities served by the school. At a meeting, the IEP for a student will be developed by a team including the student, parents, general education and intervention specialist, appropriate ancillary representations such as Total Education Solutions. The IEP will focus on academic, behavioral, and/or social competence and will include therapies necessary to both help the student overcome difficulties in these areas and have as much access to the general education curriculum as possible. The services, as required by IDEA, will be delivered in the least restrictive environment. The IEP will be reviewed annually or sooner if requested by school staff or the parents.

The Tiers are not a "set" series of interventions or activities that all students move through. Rather, they are fluid and flexible. Students may move from a lower to a higher tier and back again, based on documented need. A student may be successful with Tier 1 supports for behavior and mathematics, require supplemental Tier 2 instruction for reading, and need intensive Tier 3 interventions for writing. As the student progress and the performance gap with grade level and classroom peers closes, the student may no longer need interventions beyond Tier 1. The RtI framework is designed for all students, including general education students and Special Education students with IEPs. "All students" includes those who struggle, those who excel and demonstrate needs beyond the core, and those who are English Language Learners.

# **Screening Process**

The first level of data for RTI will be collected at the start of the school year using both the Ohio Department of Education Diagnostic Assessment

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Materials for grades K-3 and Measures of Academic Progress. Once results have been collected, the RTL will review the data and identify those students in need of Tier II and Tier III support. An instructional and intervention plan will be created and tailored to each student's specific needs which will include a timeline of follow up assessments to ensure student growth. The plan will be utilized to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal. These interventions will include instruction, be focused on targeting a specific identified weakness and be implemented consistently for at least three days a week over the course of at least six weeks. In addition, the RLT will create decision guidelines to determine when interventions are no longer necessary, need to be changed, or when a student might be identified for special education.

### Assessments

Student assessment and performance data will be regularly assessed by teachers and administration to guarantee that all students are receiving the support and instruction necessary. NOCA will rely heavily upon experienced and well-trained teachers to be constantly aware of individual needs within their classrooms. Teachers and administrators will apply the data gathered to drive the intervention strategies and progress monitoring methods, making sure that each is an efficient use of time and resources. Teachers and administration will hold team meetings to discuss the growth and progress of individual students. The curriculum allows for ease of differentiation, so teachers will be able to readily accelerate or reinforce a student's learning. At our middle school levels, by offering accelerated and remedial coursework, the school will be able to pace students according to their instructional needs. In middle school, the Dean of Student Learning and Principal will work closely with students to ensure proper class placement and promotion.

## **Progress Monitoring**

For each student who does not meet state performance levels in reading, writing, mathematics, and/or science, the school, in consultation with the student's parent, will develop and implement progress monitoring to assist the student in meeting expectations for proficiency. Strategies may include, but are not limited to modified curriculum, reading instruction, after school instruction, and other extended day services including tutoring, mentoring and intensive skills development programs

It is the intention of NOCA to use progress monitoring unless the student has a disability and receives services on an Individual Educational Plan (IEP) that more appropriately can address the identified deficiencies. NOCA may request that low performing students attend remediation programs held before or after regular school hours or during summer. Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics will continue remedial instruction or supplemental instruction until expectations are met. Progress monitoring will stay active until a student has made sufficient learning gains to illustrate proficiency.

# Third Grade Reading Guarantee

To determine whether each student is on track, NOCA will administer an Ohio Department of Education Reading Diagnostic Screening measure by September 30 for students in grades one, two and three and by November 1st for Kindergarten. If a student appears to be falling behind in reading, the school will immediately, in conjunction with the parents/guardian, develop a reading improvement plan (RIP) and provide interventions. NOCA will continually monitor student's progress under the RIP. While there are a number of factors which affect a student's reading ability, there is ample

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empirical data that NOCA's phonics-based reading model has a high rate of success with even the most disadvantaged students. In other schools affiliated with the Barney Charter School Initiative, even students in the lowest achieving level do read at grade level by the third grade. NOCA expects that for all students who have attended the school for at least two years, 95% will meet Ohio's Third Grade Reading Guarantee. If at the end of a student's third grade, it is deemed that the reading ability is insufficient to enter 4th grade, no promotion will occur. If a student is held back to repeat third grade, NOCA will institute an individualized daily 90-minute reading program with a specially trained reading specialist. Should the student improve quickly, NOCA may, at its administration's discretion, promote the child to the 4th grade early in the repeat year.

# Lowest 20% of Students

Low performing students will be identified through the use of assessment and diagnostic tools. NOCA will develop a program to provide the lowest 20% of struggling students with additional literacy instruction, through flexible scheduling blocks, small group setting and differentiated instruction, as well as pull out instruction. An additional 30 minutes per day will be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in text. This 30-minute block will be implemented daily for remediation and enrichment in reading, but also in math, if necessary. Within 30 minutes, there is additional literacy instruction and progress monitor occurs on a weekly basis. Teachers may need to alter the text or use books at the student's reading level to increase comprehension. Re-teaching and re-reading may be utilized. The interventions are based upon individual student need.

Homework and classwork help will be offered during specific study hall hours throughout the week to assist students in need of extra practice. Teachers will make themselves available during a time that is outside of the instructional block. This additional contact with the student can help provide structured practice and further feedback. When learning gains are not progressing at an appropriate rate, NOCA will provide for tutoring. These sessions are programmed within the operating budget and will be applied to those students requiring extra intervention to bring them up to grade level expectations.

Additionally, students will receive differentiated instruction and grouped by ability and/or led through a reading practice regimen designed to meet each student at his or her ability level. In all cases where differentiated instruction is offered to students performing below grade level, the intent of the differentiated instruction will be to bring student performance up to grade level standards. Highly effective teachers will intentionally use all of these strategies to engage students including those performing below grade level in maximizing their benefit from the curriculum.

# **Homeless Students**

NOCA will adopt policies governing student homelessness in an effort to afford equal opportunity education and prevent discriminatory practices. Every student who meets the federal definition of "homeless" will be provided a free and appropriate public education at NOCA in the same manner as all other students. When and if necessary, NOCA's RLT will take the necessary measures to assure the equal opportunity treatment and education of homeless students. No homeless student will be denied enrollment based on a lack of proof of residency. Meetings with the school psychologist and mental health consulting services will be arranged, if and when necessary.

NOCA will conduct outreach efforts that include placing information sheets on equal opportunity enrollment and recruitment guidelines throughout neighborhood locations, which may include schools, shelters, hotels, churches, emergency shelters, community organizations, medical facilities, food

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banks, Laundromats, and social service agencies. NOCA will post its welcoming policies on the website and throughout its literature including the Parent/Family Handbook. Additionally, students' and parents' rights information will be posted in public areas. NOCA will make determinations based upon the definition of homeless according to federal guidelines and the Ohio Department of Education policies. The goal is to ensure that homeless students are offered enrollment and equal opportunity for success and a productive future.

# **Differentiated Instruction**

Students presenting academic difficulty need programs that address remediation directly and target specific deficiencies. <u>Literacy Essentials</u> is appropriate for teaching all students the explicit phonics, reading, and language arts they must learn in order to succeed. <u>Literacy Essentials</u> provides a strong foundation for students who exhibit academic progress and will be an effective remedial program for students with academic challenges. English Language Learner students will also benefit because <u>Literacy Essentials</u> provides limited concepts at a given time and is practiced until students achieve mastery. NOCA believes one of the best forms of remediation is through a solid phonics program. By using this program with all students, the school expects to address many student literacy problems before they develop. And students who are reading and writing at a slower pace than their grade cohort will be automatically trained in the language of instruction used in reading remediation—and they will receive remediation as problems are identified.

NOCA will incorporate at least a 90-minute morning period in kindergarten through 5th grades focusing on the various aspects of English language study: phonics, reading, vocabulary, study of Latin roots, spelling, grammar, handwriting, and composition, with differentiated instruction for specific student learning needs, timely and specific feedback, and high student engagement to ensure the greatest impact. This morning period will be supplemented with brief periods of punctuated practice throughout the day.

NOCA will automatically provide differentiated instruction in at least two main areas, math and reading and other areas based upon individual need. In math, the first of these areas, the school will group students by ability. This process will require a common math period for all K-6 students and possible schedule changes for 7-9 students. Students will be assessed after several weeks of math instruction, and this assessment will provide teachers with both a baseline of student learning and a significant metric for placing students into ability groups. Ability grouping is a significant complement to the Singapore Math program and helps to ensure that students receive the foundation in math that is necessary for understanding upper-level math. At the high school level, a remediation course will be offered in both math and ELA to those students that need more instruction. Teachers at NOCA often voluntarily set aside extra time to work with students needing extra instruction during planning periods, study halls and before/after school to help further support those students that are struggling.

# Gifted

The Core Knowledge Sequence allows for a significant amount of latitude with regard to particular topics and works of literature. Students who are capable of work above their grade level may be given the option to read additional works of literature, read adapted works in an original or longer form, or study history and science content in a more comprehensive form (e.g., by reading upper-level texts or receiving instruction from upper-level teachers). When necessary, additional methods, such as small group learning, will be utilized to push these students already accelerated learning. Furthermore, with

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## the use of study halls as additional time used for enrichment.

#### **Specialized Services**

Students with special needs will have access to highly qualified Intervention Specialists, contracted behavior and mental health experts, a contracted school psychologist, assistive technology devices (when needed), and access to the full curriculum with supplemental tutoring. All students, if needed, will have access to speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, early identification and assessment of any disabilities, counseling services, and medical services for diagnostic or evaluation purposes. Related services also include school health services, school nurse services, social work services in schools. To provide specialized services, NOCA will utilize the services of Total Education Solutions (TES). TES offers the following therapeutic and Special Education services:

- Adapted Physical Education
- > Board Certified Behavior Analysis and other Behavior Intervention Services
- Intensive Academic Instruction
- Occupational Therapy
- Para Professional Support
- School Counseling
- Special Education Coordination
- Speech and Language Pathology- Assistants and Specialists
- School Nursing
- School Psychology
- Physical Therapy
- Behavioral Support Program

- School Nurses Services
- > Tutoring

TES staff includes Adaptive Physical Education Teachers, Resource Specialists, Behavior Intervention Specialists, and Development Supervisors, School Counselors and Psychologists and Marriage and Family Therapists, School Nurses, Board Certified Behavior Analysts, Special Education Coordinators, Speech and Language Pathologists, Occupational Therapists, Para Professionals, and Tutors and Intensive Academic Instructors.

# **English Language Learners**

English Language Learners (ELL) will receive instruction provided by Total Education Solutions (TES). TES will provide instruction as related to the 10 ELP standards and 5 stages of language acquisition (pre-functional, beginner, high Beginner, Intermediate, Advanced) and the content/classroom teachers work to modify instruction and assessment by identifying the essential learning of each lesson and unit to determine how the ELL student can show understanding. The model of ELL that is provided by our providers is In-class/Inclusion Instruction, as recommended by the ODE. In this approach, ELL students are together with their Native-English speaking peers in the same classroom, but an ESL or bilingual education specialist is available in the classroom to support the ELL students. The program will implement best practices that help students become English Language Learners (ELLs). TES will provide the formal and informal English Language Assessments that assess skills (listening, speaking, reading, and writing) of ELLs throughout the school year. TES provides assessments of the strengths and weaknesses of each student to the school personnel for Individual Education Plan planning. TES collaborates with the school teachers and the Intervention Specialist to better serve the needs of the student. The school offers highly qualified teachers and other personnel as needed.

For example, the ESL or bilingual education specialist may provide guidance to the ELL students as they are working on a group project or individual assignment. The instructor will provide Inclusion Instruction that focuses on English language functions and forms that ELLs need to develop in order to access standards and to be successful in school. Instructors will work with ELLs within their EPL to work towards mastery of the PLDs and PTs within their levels while receiving content instruction in the classroom with their peers, often through use of the vignettes to encourage successful participation in content-based instruction while working towards content-based goals. The preferred model for our outsourced providers to operate under is the "Sheltered Instruction Observation Protocol (SIOP), Model."

# **Discipline Policy**

NOCA will instruct students in the classical virtues, both inside and outside of the classroom. Discipline, ethics, and personal responsibility will be modeled and expected. Students will be introduced to the virtuous behavior of timeless heroes and heroines of literature and history. Moreover, the school will define a standard of behavior using Six Pillars of Character (responsibility, respect, courage, courtesy, honesty, and citizenship) as complements to the four classical virtues (temperance, fortitude, justice, and prudence). Emphasis upon these standards of excellence will help students learn and develop virtuous behavior alongside patterns of thought and conduct based on high moral standards. Therefore, NOCA will implement a Discipline Policy and code of conduct as outlined in the student handbook. Students are expected to model and reinforce the school's

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expectations at every opportunity. With the support, motivation, and resolve of students, teachers, parents, and the community, NOCA will develop students who choose to exercise maturity and respect for each other, for staff, and for the property. Students will learn to take full responsibility for their actions and to make morally sound decisions. To support this goal, students receive explicit instruction in these expectations and feedback on their conduct through citizenship marks on their progress reports. The school discipline policies will support the education of the students and the overall vision of NOCA. Through age-appropriate expectations and discipline procedures, an environment where all students can learn without distraction will be created. Staff will act as role models for students, and through open discussions between students, teachers, Principal, and family members, students may use the disciplinary time to learn more about themselves and about others, and learn the value of making ethical decisions.

NOCA also enforces the dress code policy to reinforce a structured school culture and to prevent potential distractions from the academic endeavors of our students. The goal of NOCA is to provide students with a classical education, leading them to have exceptional academic skills and personal character. NOCA believes in the importance of a virtuous staff, who display behaviors students can imitate. Staff will be trained and have a solid understanding of the expectations of NOCA and will be able to provide appropriate guidance for students. In line with the goals above, NOCA believes that its policies for student behavior are practical and will be effective in building good character. Teachers will be the first to recognize poor behavior and may note the need for disciplinary action. If the child's poor behavior continues or disrupts the learning environment in the classroom, the student may be referred to the Dean of Student Learning or Principal.

Parent involvement and community collaboration are critical to student growth and will provide the educational investment necessary to develop students into a skilled workforce and responsible citizenry. As such, NOCA expects parents to support the mission and vision of the school. NOCA hopes parents will set good examples for their children, encourage them in critical thinking skills, provide them quiet study space at home and teach them effective study skills. To make sure parents have the opportunity to be fully involved in their children's lives, teachers will communicate with parents on a regular basis. NOCA believes that family is an integral part of each student's life; thus, parents will be informed of behavior, social, and/or academic problems of their child. The following is a sample of the discipline procedures.

# Level 1: In the Classroom

Grade K-3: Character Cards: Students either have cards or a chart in the back of the classroom. Students guilty of a particular infraction will be told to put a hole punch in their character cards. More sophisticated systems involve putting a hole next to the virtue that the student has trespassed (e.g. "respect" or "integrity") or even rewarding students for practicing virtue by identifying these acts with stickers. Teachers should review the hole punches at the end of the day and make necessary notes for the parent. Each character card will go home at the end of the week and return with a parent signature.

Grades 4-6: A potential variation on the character card will be utilized. Grade 7-9: General classroom management procedures with escalating consequences.

# Level 2: In the Classroom

Grade K-3: Character card punches followed with various classroom management procedures, up to and including recess and lunch detentions. Grades 4-9: Classroom management procedures, up to and including after-school detention and parent communication. An examination of character form is used for all students to help them further address and understand the failure to practice the virtues of NOCA.

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#### Attachment provided.

# Level 3: Office Referral, Basic Offense

All grades: Office referrals follow the general plan in the handbook with escalating consequences for repeated infractions.

# Level 4: Office Referral, the more grievous offense

All grades: Some offenses as determined by policy and administrative discretion will require escalated consequences without repeated action (e.g., physical harm, destruction of property). The Principal will implement several levels of offense/consequences as a matter of policy that gives him/her the flexibility to assign reasonable consequences.

Parallel to the behavior policy will be a policy that addresses school uniform violations.

# **Special Education**

Upon admission or identification of any disabled student, the school will comply with all federal and state laws regarding the education of students with disabilities. The school will work with Total Education Solutions (TES) and will provide all necessary related services by staffed Resource Teachers, Intervention Specialists or contracted service providers. The school has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The final level of support includes Special Education, where students are provided Individual Education Plans that identify yearly goals, services, accommodations and modifications for students who qualify. For students with emotional or behavioral disabilities, services can include (but are not limited to) social skill groups, small group interventions, 1-1 intervention Specialists, contracted behavior and mental health experts, a contracted school psychologist, assistive technology devices (when needed), and access to the full curriculum with supplemental tutoring. Students who require Special Education will have access to Intervention Specialists, contracted behavior and mental health experts, a contracted school psychology devices (when needed), and access to the full curriculum with supplemental tutoring. Students who require Special Education will have access to the full curriculum with supplemental tutoring through the services of TES. Teachers with students requiring specialized services who contract with TES will complete the enclosed **Attachment 6.3e1\_SPED Intake Form** for referrals.

# **Behavioral Policy for Special Education**

IDEA 2004 states that school personnel may consider any unique circumstances on a case- by- case basis when determining whether to order a change in placement for a student with a disability who violated a code of student conduct. Therefore, the Principal will consider each set of unique circumstances in deciding whether to seek a long-term disciplinary removal of a student with a disability.

# **Manifestation Determination**

Should the school recommend a change in the student's placement due to a disciplinary offense, the school, parents, and relevant members of the IEP will review all information in the student's file, including the child's IEP, any teacher observation and any relevant information provided by the parents to

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determine if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability, or if the conduct in question was the direct result of the school's failure to implement the IEP. Should the manifestation determination conclude that the conduct in question was not caused by the child's disability; the IEP team is charged with determining an interim alternative education setting for the student. If it was determined that the child's behavior was related to the disability, the IEP team is to return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the Behavioral Intervention Plan.

# Functional Behavioral Assessment (FBA) & Behavioral Intervention Plan (BIP)

A functional behavioral assessment is completed when a student's behavior interferes with his or her learning or the learning of others. If a manifestation determination finding shows that a student's behavior was related to his/her disability, then the IEP team will conduct a functional behavioral assessment and implement a behavioral intervention plan for the child, unless a FBA was already conducted prior to the behavior in question. If the school already has developed and implemented a BIP for the student, the IEP team will review the plan and modify it to address the behavior in question.

## **Alternative Assessment**

NOCA understands that Alternate Assessment must be developed for students with severe cognitive disabilities and that accommodations must be made as determined by an IEP team. If a student enrolled has disabilities that preclude him/her from valid and reliable participation in general assessments, an alternate assessment will be used to gather information on the standards-based performance and progress of the student. Teachers can use the results from each year to identify goals, program needs, and student growth. Compliance with Section 504 / American Disabilities Act NOCA agrees to provide the full range of accommodations and services necessary for students with disabilities, as described in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, to participate in and benefit from public education programs and activities.

# **Student Information System**

NOCA may utilize the Data Analysis for Student Learning (DASL) as its Student Information System (SIS). DASL is a state-of-the-art, comprehensive webbased student information management and decision support system solution for schools. DASL will assist teachers in tracking behavior, attendance, discipline and interventions.

**Information Data.** Student data from the enrollment application will be entered into the SIS prior to the first day that students are educated. The hard copy of the application will be filed along with the birth certificate, proof of residency, and supporting documents. Regular data verification checks will be conducted to ensure data is correct. The Office Manager inputs the data into SIS and processes the verification checks.

**Test Data.** For reading, math and writing diagnostic data, the classroom teacher administers the assessment and collects the final results. The Office Manager enters the data into SIS. The Educational Empowerment Group (EEG)Data Coordinator extracts the data from the DASL and will upload it into EMIS for grades K-3. For the state assessment results, the Data Coordinator will upload the information into the DASL and EMIS. The test results for the NWEA assessments will be uploaded and maintained and analyzed by the school.

School specific data. Formative Assessment data is tracked at the school using a template that analyzes student mastery, divided by standard. The Unit assessments are administered at the beginning and end of every instructional unit. Upon completion of course content units and scoring of the post

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assessments, teachers will complete a Unit Analysis Worksheet for review with the Teacher Based Teams. At the end of every testing cycle, the student performance data is collected, compiled, and reviewed with Teacher Based Teams and presented to the SAC.

Attendance Data. NOCA understands that in order to accomplish the school's mission, students must attend school every day. NOCA works closely with parents, teachers, and students to combat truancy. The Office Manager will record attendance schedule in DASL, which will also capture tardiness. The Office Manager, the Dean of Students, the Principal and the Board of Directors will all review testing, enrollment and attendance data at regular board meetings.

**Process.** To report accurate and timely data to the Ohio Department of Education (ODE) the EEG Data Coordinator sends required state data records from DASL directly to the ODE Data Collector. The Data Coordinator accesses ODE's Data Collector and uploads the data from the school sent from the DASL into the Data Collector. The data is reviewed for accuracy, certified, and submitted to ODE. DASL holds and sorts all data. It also converts data to be read by EMIS once uploaded into the Data Collector.

# 6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its OIP School Improvement Plan. The OIP School Improvement Plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an OIP School Improvement Plan by September 30<sup>th</sup>.

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

Attachment 6.4a\_NOCA Performance Goals

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6.5 Assessment Plan The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.					
Nationally Normed       6.5       1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODI approved standardized testing tool. It is mandatory that the assessment be administered a minimum of per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Get Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis due to the sponsor by June 30 <sup>th</sup> of each year.					

Northwest Ohio Classical Academy (NOCA) will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) twice per year. NWEA is a trusted resource for measuring individual student achievement, calculating student growth, projecting proficiency on high-stakes assessments, and comparing a student's growth to that of students across the country. The MAPs are state-aligned computer adaptive tests that accurately reflect the instructional level of each student and measure growth over time. MAP Growth reveals how much growth has occurred between testing events and when compared to norms, shows projected proficiency. NOCA can track growth through the school year and over multiple years; and will be able to compare students' performance against norms to evaluate programs and improve instruction. MAP assessments provide a sensitive metric for measuring and comparing growth among students from differing schools, districts, and states. MAP also offers outcome measures that are important for the development of new educational programs for improving student learning. Ohio also has identified the NWEA/Map Assessment on the list of approved vendors for the Third Grade Reading Guarantee. In addition, teachers can easily identify where instruction needs to take place and for whom and to what degree. The MAP will be given to students three times per year. Each test session will be followed by score reading and reporting for each subject area and identified by the teacher. See the school calendar for dates.

Tests developed by NWEA use a scale called RIT to measure student achievement and growth. RIT stands for Rasch UnIT, which is a measurement scale developed to simplify the interpretation of test scores. The RIT score relates directly to the curriculum scale in each subject area. It is an equal-interval scale, like feet and inches, so scores can be added together to calculate accurate class or school averages.

**Student Growth Measures**: The school will use the following types of Student Growth Measures Value-Added, an approved vendor assessment (NWEA-MAP), and Locally Determined Measures (SLO's). These growth measures will be utilized as a part of the overall teacher and Principal evaluation on OTES and OPES.

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> Value-Added – The school will use Value-Added data in the student growth measure when available.

Measure of Academic Progress – MAP will be used as an approved vendor assessment (NWEA) if Value-Added data is not available.

Ohio's State Assessments	6.5	2) All required state assessments must be included in the school's assessment blueprint and calendar.
		Confirm use of specific state tests, how the data will be collected and distributed to Board of
		Directors, staff, students, parents, and how the results will impact professional development and Ohio
		Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness
		Assessment.

Northwest Ohio Classical Academy (NOCA) will measure academic proficiency longitudinally in terms of annual progress on the K-3 Reading Diagnostic Assessment, Ohio English Language Arts Test (ELAT), and the End Of Course Exams and interim progress during the school year on the Northwest Evaluation Association (NWEA) assessment. NOCA will measure academic progress in Latin with the National Latin Exam (NLE).

Third-grade students will participate in the fall state reading assessment exam for Third Grade Guarantee. State diagnostic assessments will be administered to students in K-3 and Kindergarteners will be assessed with Kindergarten Readiness Assessment (KRA). NOCA will administer the KRA to all Kindergarten students within the administration window. The assessment covers six areas: language and literacy, mathematics, science, social studies, physical well-being, and motor development, and social foundations, which include social and emotional development and approaches toward learning. Students are assessed in the following ways:

- Observation Teachers will use a rubric with three description levels for the skill(s) being measured.
- Selected response questions Teachers have a scripted prompt that could include a story or pictures and a question with answer choices.
- Performance tasks These require an action or verbal response from the child in response to a scripted prompt, such as producing a rhyming word. The school will use the information gathered from this assessment to inform instruction and provide academic, functional, and behavioral interventions for any student not meeting expectations.

Students who are identified as off-track will receive individually interventions per the identified area of need, and a plan will be created and executed.

Ohio Test of English Language Acquisition (OTELA). State and federal law require an annual assessment of K-12 Limited English Proficient (LEP) students to measure their English language proficiency. The OELPA and AASWD will be administered as needed.

#### **Additional Non-Required Assessments**

NOCA will administer the ELAT annually in order to measure students' academic proficiency on state-mandated academic standards for grades 3-9. The ELAT and End Of Course Exams will allow the school to compare results with schools in Lucas County as well as schools across Ohio. In 2020, NOCA will administer the newly adopted tests for the Common Core. The AASCD will be used, when appropriate, with Special Education students who qualify to take this assessment. The AASCD assesses the following grades and the following areas: math, science, social studies, and reading.

#### Sharing Data and OIP

NOCA will annually, analyze and report assessment data and academic success to the Board of Directors, staff, and parents. NOCA will share the school's annual state assessment with results with parents and guardians through email, links on the school website, and in a letter sent home with students. Results of all state testing will be compiled and used to evaluate the OIP. Assessment windows are included on the school calendar and placed on the website. Successes in improvement will be saved to be replicated, and critical needs will be further evaluated in order to assess the curriculum, instructional strategies, teacher performance, and other resources.

The School Accountability Committee (SAC) consisting of the Principal, Vice Principal, Dean of Students, Resource Teachers, Intervention Specialists and Teacher-Based Teams, will provide a detailed report of student achievement data and OIP progress to additional key stakeholders in scheduled meetings throughout the year as data is received. The Principal and Vice Principal will facilitate discussions of state results as it relates to the improvement planning and will discuss changes that need to occur individually with teachers during their planning meetings. Teacher professional development will be adjusted and updated to reflect the needs of the school as dictated by state testing results.

Formative Assessments 6.5 3) Des (social instrue
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Formative Assessments will be used to monitor and analyze student progress through such practices as

- > Teacher-developed pre- and post-assessments
- Teacher-developed rubrics
- Singapore Math assessments that will be used as placement tests and as a means to demonstrate mastery of the material taught at each level. If a student masters 80% or more of the content, they can move up a level. If not, they can begin instruction at that level, or repeat it. The placement tests can also be used as an exit test for each respective level.
- PSAT
- End of Course Exams for Geometry, Biology and ELA

These measures will enable the analysis and improvement process to occur through evaluating data and making instructional decisions with regard to students, teachers, instructional content, curriculum, resources, instructional strategies, and pacing. The School Accountability Committee will review

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teacher-created assessments to determine which students need increased amounts of academic intervention. In response to the data, leaders and teachers will adjust student schedules for tutoring and/or one-one or small group instruction.

Formative assessments will be the basis for adjusting the education program by the Response to Intervention (RTI) and teacher-based teams (TBTs) for each student in order to improve academic performance. Assessments will be utilized by the RTI Leadership Team (RTL). An instructional and intervention plan will be created and tailored to each student's specific needs which will include a timeline of follow up formative assessments to ensure student growth. The plan will be utilized to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal.

#### National Latin Exam

While not a formative assessment, but rather a summative assessment, the National Latin Exam, sponsored by the American Classical League and the National Junior Classical League, is a 40-question, multiple-choice test with a time limit of 45 minutes, offered to students on seven levels. On the Introduction to Latin, Latin I, Latin II, Latin III, Latin III/IV Prose, and Latin III/IV Poetry exams, there are questions on grammar, comprehension, mythology, derivatives, literature, Roman life, history, geography, oral Latin, and Latin in use in the modern world. The Latin V-VI exam contains two Latin passages as the basis for questions on grammar, comprehension, historical background, classical literature, and literary devices.

The philosophy of the National Latin Exam is predicated on providing every Latin student the opportunity to experience a sense of personal accomplishment and success in his or her study of the Latin language and culture. This opportunity exists for all students since, in the National Latin Exam, they are not competing with their fellow students on a comparative basis but are evaluated solely on their own performance on the exam. The basic purposes of the NLE are to promote the study of Latin and to encourage the individual student.<sup>17</sup>

The test will be administered to students in the Spring.

Through teacher-based teams (TBTs), data is shared across grade levels. As a part of the Ohio 5-Step Process, formative assessment is analyzed by TBTs, which meet every week to discuss data and share ideas. The TBTs process is evaluated each month by administrators during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes.

That data is the basis of professional development. The TBTs process is then reviewed by the Principal and Vice Principal in efforts to ensure where additional training is needed. The process for developing formative assessments is a part of the professional development plan offered to teachers. Formative Assessments is one of the topics scheduled for professional development for NOCA staff.

NOCA will share data across the school and with parents/guardians via email, the website, and information sent home to parents. NOCA may use an

<sup>&</sup>lt;sup>17</sup> <u>https://nle.org/exams.html#exams\_information</u> (accessed 12 September 2018)

online grading platform such as Infinite Campus. Data will be shared with teachers at planning meetings and during professional development that will include intra and inter-grade meetings to allow teachers to vertically plan (further ensuring that skills are taught and reinforced from grade to grade) and collaborate to meet the needs of specific students. If data is unacceptable across classes, grade levels, or within the entire school, the instruction method, curriculum alignment, rigor, and use of resources are monitored and discussed by the members of the teams accordingly. Weekly and bi-weekly check-ins for improvement occurs and is reviewed within meetings. The data will inform the need for any spiraling within the unit or pacing guides, or the elimination or addition of content by classroom/content/grade level or school in the curriculum.

Data will be shared with Hillsdale College and the Barney Charter School Initiative (BCSI). NOCA will benefit from a strong, ongoing working relationship with Hillsdale College. The College will instruct and guide administrators and teachers, design the curriculum, and provide coaching and support. Along with the BCSI director, associate and assistant directors, and select Hillsdale College professors, the College also enlists the services of additional experienced teachers in classical education to conduct teacher training. These sessions and workshops are conducted during the summer months, and Hillsdale personnel also offer assistance during the school year.

Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys,
		etc. that might inform school practices and program effectiveness.

Northwest Ohio Classical Academy will administer a parent, teacher, and student survey annually, to evaluate satisfaction and support. Any indicating metric approval rates of less than 80% will be brought to the Board's attention. Monitoring student opinions about academic progress, environment, teachers, support structure, and education program provide the data needed to provide an optimal model. Information from surveys assists leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. The school goal is to provide an environment that supports teaching continuously. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey. At or near the end of the school year, parents will be asked to complete a comprehensive satisfaction survey designed to assist the school in assessing areas where improvement may be necessary. Parents can also provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings.

Additionally, the school will measure and evaluate other non-academic statistics including year-to-year student enrollment figures and student daily attendance averages.

Diverse Measures of	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools	I
Student Performance		such as student portfolios, capstone projects, presentations or performance-based assessments.	1

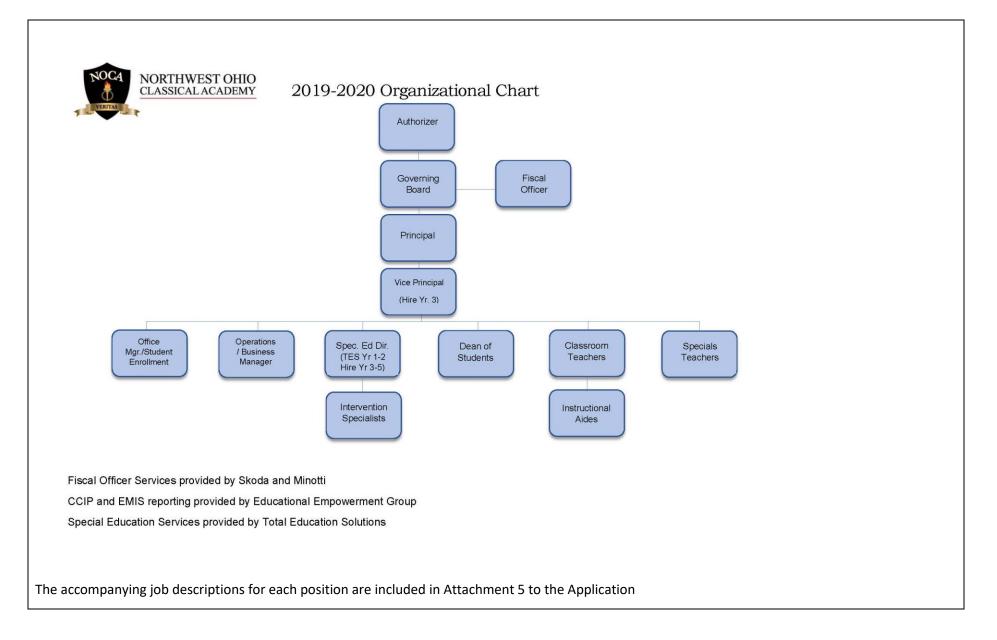
Student performance will be measured through diverse methods beyond standardized assessments. Students will be measured by teacher-created

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projects based on the history and citizenship standards using a school-wide adopted rubric. Upper grade students will research, write and orally defend a thesis paper, which will be evaluated by a panel of at least three expert evaluators. Select students will design, conduct, and report on an independent science experiment, and present their findings to a panel of at least three expert evaluators. By the end of the first year, students will be asked to adequately draw and label a picture (Kindergarten) and/or define in writing (grades 1 - 9) the character pillars of Responsibility, Respect, Courage, Courtesy, Honesty, and Citizenship, and will be asked to describe in writing and/or orally, instances when those pillars have been demonstrated by their classmates. Students will maintain portfolios of their writing assignments throughout their NOCA education and be measured from beginning to the end of each year on performance including improvement and achievement.

8.1 Organization and Staffing							
Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.							
Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).					



Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision,
		and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech
		and language pathologist, school psychologists, etc.), e) other. Please only include job titles.
	Roles and Responsibilities	Roles and Responsibilities 8.1

#### A) Administrative

#### Principal

The NOCA Principal serves as the educational leader and chief administrator, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school. The Principal will articulate and implement a culture of pride and high behavioral and academic expectations at the school. Achieving academic excellence requires that the school Principal work collaboratively to direct and nurture all members of the school staff to communicate effectively with parents. Inherent in the position are the responsibilities for scheduling, curriculum development, extracurricular activities, personnel management, emergency procedures, and facility operations. In collaboration with the Dean and Operations/Business Manager, the Principal is expected to build and maintain a healthy student and adult learning community. The Principal will be accountable directly to Board of Directors. The role is responsible for implementing the mission, vision, and philosophy of the school. The job description and performance expectations are listed below.

Responsibilities:

- 3. Provide oversight to the Dean of Students and all staff.
- 4. Ensure the established policies and procedures are in place and enforced equitably for all participants of the school including students, staff and leadership.
- 5. Provides effective guidance, support, coaching, assistance, and supervision to all members of the leadership team.
- 6. Supervises all school personnel directly or indirectly.
- 7. Serve as the chief administrator of the school in developing, implementing and communicating policies, projects, programs, curricular and noncurricular activities in a manner that promotes the educational development of each student and the professional development and growth of each staff member. Conceptualizes goals and plans accordingly to ensure that procedure and schedules are implemented to carry out the total school program
- 8. Ensures the school program in its entirety is compatible with the legal, financial and organizational structure of the school system.
- 9. Define the responsibilities and accountability of all staff and support staff and develop plans for interpreting the school program to all constituents.
- 10. Identifies objectives for the instructional, extracurricular and athletic programs of the school.
- 11. Supervise and evaluate student and staff performance and progress in the instructional program.
- 12. Encourage the use of community resources, cooperate with the community, interpret the school program for the community and maintain

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communication with community members.

- 13. Manages, directs and maintains records of supplies and equipment necessary to carry out the daily school routines.
- 14. Organizes, oversees and provides support to various services, supplies, materials, and equipment necessary to carry out the school program.
- 15. Assume responsibility for the health, safety, and welfare of students, employees and visitors.
- 16. Establish procedures for safe storing and integrity of all public and confidential school records. Ensure that student records are complete and current.
- 17. Design, implement and revise systems to maintain a safe and orderly building in every aspect of the school program before, during and after sessions.
- 18. Produce a school designation of effective or higher.
- 19. Monitor all discipline files and documentation necessary for parent meetings.
- 20. Educate Dean on the Board and State policies to ensure transparency.
- 21. Provide the management company with all relevant data and reports to effectively manage school.
- 22. Serve as the leader and chief administrator of the school's administrative team
- 23. Organize and oversee weekly leadership meetings.
- 24. Applies the laws and regulations of state and federal authorities governing the education of persons with disabilities, including proper testing and program implementation.
- 25. Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

#### Vice Principal (VP)

The Vice Principal position will be hired in Year 3 of NOCA. Reporting directly to Principal, the Vice Principal is responsible for overseeing student learning and teacher instruction and supporting the goals and objectives of the school's academic programs and assessments, which is critical to the mission, vision, and philosophy of the school. The VP will work to ensure that staff and students are supported through sound, data driven decision-making and observation of classroom instruction. The VP will oversee every facet of the school's operation that directly impacts student learning. This will include monitoring of classroom instruction, management of all internal and external assessment data, and curriculum development for all subject areas. The VP will be responsible for direct oversight of the instructional staff. Further duties and performance expectations are listed below:

- 1. Ensure academic program supports strong improvement in student academic performance
- 2. Ensures that appropriate differentiation is implemented for all learners including those with exceptional needs
- 3. Ensure smooth operation of all curricular, instructional, and testing functions to meet expectations and Ohio Learning Standards
- 4. Implement and oversee assessments and newly created Ohio Learning Standards aligned assessments and work with teachers to create action plans for improvement between each testing period
- 5. Collect, compile and analyze all academic data including progress monitoring assessment data, daily instructional data and SPED growth data
- 6. Oversee the instructional design, implementation and instructional integrity of all tutoring programs and monitor academic growth and progress

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made on a weekly basis

- 7. Implement external assessment systems, including NWEA and all state assessments
- 8. Develop and implement effective internal assessment systems
- 9. Use data results from all internal and external assessment systems to inform all curricular decisions
- 10. Present achievement data to school constituencies in easily accessible form
- 11. Seek and share curriculum practices from classical education schools.
- 12. Coordinate design of school's academic needs based on data results and best practices
- 13. Serve as primary instructional coach for new and existing faculty; providing feedback and support on instructional methods, classroom management, and curriculum and implement coaching plans when necessary to assist staff in areas of weakness or deficiency
- 14. Secures and maintains OTES credentialing and conducts OTES evaluations
- 15. Participates in parent conferences and student planning meetings as needed (e.g., IAT, IEP, etc.).
- 16. Communicates expectations, provides guidance, and shows an active interest in student progress.
- 17. Helps staff resolve problems that impede student participation in appropriate learning activities thorough conference, professional development and coaching.
- 18. Facilitates staff selection and orientation processes. Expresses high expectations and provides support to improve staff performance (e.g., observations, consultations, meetings, etc.).
- 19. Uses the school's vision and mission to guide and define decisions and ensures that the mission is shared and communicated
- 20. Design school's academic standards, benchmarks, assessments, and curriculum when applicable
- 21. Assist with creating scope and sequence for all subjects offered when applicable and modify as needed
- 22. Promotes professionalism. Implements state mandated and locally developed personnel appraisal standards. Participates in collaborative planning of effective staff development programs that improve teaching outcomes and student learning (e.g., methods, skills, commitment, etc.).
- 23. Monitors education laws, rules, and regulations. Keeps current with state academic content standards, and indicators. Promotes the continuity of the instructional program.
- 24. Provides insights about student skill progression and key contributions made by staff at each level
- 25. Helps manage the instructional program. Promotes academic excellence in a nurturing environment. Directs the development, assessment, and revision of curriculum guides and courses of study.
- 26. Manages the planning process to select instructional materials and equipment
- 27. Complies with federal/state policies/procedures for the education of students identified as having a disability. Ensures that services are provided in the least restrictive educational environment.
- 28. Upholds the student conduct code. Maintains high expectations for behavior and performance
- 29. Helps with pupil management issues. Prepares conduct reports and discipline recommendations
- 30. Monitors safety concerns. Works with stakeholders to manage or eliminate risk factors.

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- 31. Upholds applicable local, state, and federal laws. Maintains effective relationships with community services (e.g., legal, health, welfare, etc.).
- 32. Supervises the collection, verification, and data entry/recording of program information as directed.
- 33. Prepares/maintains accurate records. Submits required paperwork on time.
- 34. Maintains the confidentiality of privileged information
- 35. Encourages parent organizations and promotes school-sponsored activities
- 36. Pursues growth opportunities that enhance professional performance and advance school goals
- 37. Strives to develop rapport and serve as a positive role model for others.
- 38. Oversee the management of all student academic records.
- 39. Provide all necessary resources, training, and materials to teaching staff to effectively raise student academic achievement
- 40. Serves as a model and encourages all staff to contribute their best efforts and produce the highest quality work
- 41. Protects the privacy rights and confidentiality of all matters involving students and staff and demonstrates fairness and honesty when managing others
- 42. Establish professional standards and expectations for teaching staff
- 43. Coordinate and lead professional development activities in collaboration with Principal
- 44. Supervise classroom teaching and lead all staff evaluations
- 45. Conduct frequent classroom observations and provide intentional feedback to push classroom instruction and teacher performance
- 46. Complete daily power walks to ensure classroom instruction and culture are meeting standards and provide immediate feedback as needed
- 47. Provide Dean of Student Learning with all relevant data and reports to effectively manage school
- 48. Possess and maintain the energy necessary to meet the expectations and responsibilities of the position and ensures deadlines are met in a timely manner
- 49. Ensure understanding and implementation of all items on the Academic and Social calendars
- 50. Keep appropriate audiences and constituencies informed about the school and its functions and ensures that all proper constituents are involved in decision making.
- 51. Continuously researches best practices and remains well informed about professional issues.
- 52. Lead the school in teacher recruitment efforts when applicable
- 53. Assist as needed when selecting and hiring new professional and support staff

#### Dean of Students

The Dean of Students is responsible for overseeing the school curriculum and supporting the goals and objectives of the school's academic programs and assessments. The DS will work to ensure that staff and students are supported through sound, data driven decision-making and observation of classroom instruction. The DS will oversee every facet of the school's operation that directly impacts student learning. This will include monitoring of classroom instruction and classroom management, management of all internal and external assessment data, and curriculum development for all subject areas. Managing data and assessments is vital to the school mission, vision, and philosophy that necessitate closing academic gaps and offering personalized

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#### instruction.

- 1. The DS establishes professional standards and expectations for teaching staff while coordinating and leading professional development activities in collaboration with the Principal.
- 2. The DS supervises classroom teaching and lead all staff evaluations. Frequent classroom observations of teachers and intentional feedback push classroom instruction and teacher performance.
- 3. The DS works directly with NOCA staff to create a professional learning community in which teachers regularly collaborate to reflect on and refine Student Life and Management at the school using achievement data, student work, and their own observations/experiences. The person mentors and coaches staff members with challenging but manageable assignments to encourage growth; identify and systematically develop future leaders.
- 4. The DS is also responsible for overseeing the school culture and supporting the goals and objectives of the school.
- 5. The DS will work to ensure that staff and students are supported in all facets of the school program. This role ensures that scholars are prepared, socially and academically, for a classical education environment. This will include monitoring of classroom management and behavior, management of all internal and external data, and facilitating and sustaining the healthy and safe environment where achievement will thrive.

#### Qualifications:

- Master's degree with a major in educational leadership and/or administration. Additional coursework specific to curriculum or curriculum leadership preferred. State administrative certification for Director of Instruction.
- Minimum of five years of successful teaching required and three years of successful administrative experience.
- Excellent verbal and written communication skills; ability to facilitate teams; ability to work well with administrators, teachers, students, and parents.

#### **Operations / Business Manager**

This role oversees all processes pertaining to the operations of NOCA including procurement of supplies, foodservice, facility maintenance, student records, and enrollment data. Responsibilities include site level budget monitoring and management, and accounts payable. The position supervises non-instructional operational functions in the areas of admissions, expansion and outreach, planning, leadership and management, budget and financial management, campus operations, facilities, data and analytics, technology, and food service. The will also play a significant role in developing and implementing the organization's long-term strategy. This position reports directly to the Principal. The mission, vision, and philosophy of the school cannot be realized unless the school is open and has all assets and resources necessary to function and provide an optimal program.

Responsibilities:

Planning, Leadership & Management

1. Steward the process for defining and adapting service level at the school is always accountable to high standards.

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- 2. Participate as a key member of the Management Team to set organizational strategy
- 3. Spearhead the constant improvement of support processes and communication with the school
- 4. Serve as point of contact for school principal to address operational needs
- 5. Represent the school as needed to resolve operational issues with external parties, including legal counsel, state, sponsor, etc., as well as liaising with board of directors

Budget & Financial Management

- 1. Support the Fiscal Officer and school principal in developing and monitoring organization-wide budgets and financial controls
- 2. Monitor the impact of operational decisions and performance on the organization's financial health

School Operations

- 1. Support the Principal and Fiscal Officer in leading school operations staff to provide high-quality and financially compliant goods and services, including procurement, transportation, and other key areas
- 2. Lead facilities staff and vendors in routine maintenance of sites and user support
- 3. Support the technology personnel in leading a team to create and refine data and knowledge management systems, to provide custom reporting to support academic and operational decisions and to provide data-driven instructional support programs.
- 4. Support the management of the food service staff and vendors to provide healthy school meals

#### Office Manager / Enrollment Coordinator

Reporting directly to Principal, the Office Manager/Enrollment Coordinator (OM/EC) coordinates various office support services, including vendors and facilities management, SIS upkeep, and attendance records. Administrative duties include filing, drafting letters and emails, entering attendance, scanning breakfast and lunch barcodes, ordering supplies and student enrollment. The OM/SS will also assist other staff in work overflow, word processing, data entry, creating reports, and internet research. Without smooth front office operations and adequate enrollment, the school will not be sustainable, making the role of the Office Manager/Enrollment Coordinator significant.

Responsibilities include:

- 1. Fields phone calls and other communications from parents, social services, vendors, and other stakeholders.
- 2. Assists with the maintenance of all office equipment, including fax machines, copiers, printers, and phones.
- 3. Oversee all building supplies, which could include receiving shipments and taking inventory.
- 4. Maintains accurate and complete student files in hard copy and electronic form, while adhering to the FERPA and Ohio Department of Education Laws.
- 5. Assist in funding database reporting and Student Information System (SIS)
- 6. Maintains accurate Transportation and Food Service logs.

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- 7. Communicates with other schools regarding the timely receipt of all student records, as well as admissions and withdrawals.
- 8. Supports Principal, Operations/Business Manager, and building leaders.
- 9. Answers telephones and all other communications in a professional manner, and directs the caller to the appropriate extension.
- 10. Appropriately greets and directs visitors to the school campus in a manner that is respectful and professional.
- 11. Sets up all new employee files in the time and attendance system, noting information that is pertinent to the employees' position. Enrolls all employees digitally in the time and attendance system.
- 12. Maintains spreadsheet, recording checks received and expenditures.
- 13. Handle calls and walk-in visitors to develop student enrollment in accordance with enrollment objectives; tracking and following up with all parents and/or students that have requested enrollment information and/or paperwork; collecting enrollment paperwork, creating student files and ensuring compliance with all required documentation including immunization records as well as academic history; scheduling and conducting New Student Orientations weekly.
- 14. Assists in the ordering, receiving, stocking, and distribution of office supplies.
- 15. Adheres to school policies and procedures relating to visitors to the campus (i.e. visitor sign-in log and visitor ID badges).
- 16. Maintains awareness of the physical control of entry into the reception area and notifies security of suspect unauthorized visitors to the school campus.
- 17. Follows school policies and procedures regarding authorized/unauthorized removal of students from the campus.
- 18. Effectively performs all other duties as assigned and necessary in order for the school to achieve the educational goals.

#### B) Teaching

**Teachers/Specials Teacher** Teachers are committed to the ongoing academic development and well-being and safety of students and the overall success of the school. Teachers will receive ongoing, job embedded staff professional development to ensure development of their personal and professional growth, as well as, the success of every student. Teachers are responsible for the day-to-day work and management of the class. Teachers plan, organize, and implement an appropriate instructional program in a learning environment that guides and encourages students to develop and fulfill their academic potential. Teachers agree with and are committed to the academic goals and philosophy of the organization. The Specials Teacher will be qualified in a specialized area including Physical Education, Arts, foreign language, and music. Teachers are the most important personnel in assuring that the mission, vision, and philosophy of the school is applied equally to each student.

Responsibilities include:

- 1. Creates and completes all plans in a timely manner as prescribed by the Principal of the school
- 2. Working with students to ensure mastery of all material delivered
- 3. Developing and implementing classroom management strategies that respect the needs and development of the students and that ensures a

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positive, harmonious learning environment

- 4. To maintain professional behavior which is appropriate in the field of education and supports the school
- 5. To assist Principal and Dean with building-wide expectations and revising school curriculum
- 6. Supports and works to create and maintain a classroom that is organized and focused on student achievement
- 7. Completes all plans in a timely manner as prescribed by the Principal
- 8. Delivers instruction that is student centered and is aligned with school curriculum
- 9. Supports the school parental involvement policies
- 10. Participates in all professional development activities
- 11. Administers and monitors all state standardized and internal assessments in accordance with school wide policies and procedures.
- 12. Prepares students to achieve on all internal academic assessments
- 13. Participates in weekly team meetings
- 14. Engages in data driven instruction and adjusts and modifies instructional practices in collaboration with the school leadership as driven by data
- 15. Engages in a fair and appropriate assessment of performance and grade book entry that follows the logistics provided.
- 16. Prepares students to achieve on all internal academic assessments
- 17. Administers and monitor all state standardized and internal assessments in accordance with school wide policies and procedures
- 18. Implements teaching practices consistent with the school's vision and philosophy
- 19. Helps with supervision and/or coverage according to the needs of the school
- 20. Use assessment data to refine curriculum and inform instructional practices.
- 21. 2Participate in collaborative curriculum development, grade-level activities, and school-wide functions.
- 22. Communicate effectively with students, families, and colleagues.
- 23. Remain highly organized and meet deadlines 100% of the time.
- 24. Create intentional lesson plans that support academic rigor and student engagement.
- 25. Be relentless, serious and focused.
- 26. Proven track-record of high achievement in the classroom.
- 27. Mastery of and enthusiasm for academic subjects.
- 28. Evidence of self-motivation and willingness to be a team player.

#### Qualifications

- 1. Bachelor's degree is required; Master's degree is preferred.
- 2. Minimum of one year teaching experience in an urban public or charter school setting preferred.
- 3. Valid State Certification is preferred.
- 4. Belief in the NOCA mission and vision.
- 5. Completes any other duty deemed necessary by the Principal for the success of the school

#### **C. Specialized**

#### **Special Education Director**

JOB SUMMARY: Under the direction of the Principal, the Director of Special Education supervises special education personnel and works to provide sound educational programs for students who cannot sufficiently benefit from regular classroom programs. Contributes to the development of the total philosophy of NOCA education.

#### Essential Functions:

- 1. Assists in the adaptation of school policies to include special education needs.
- 2. Recommends policies and programs essential to the needs of exceptional children.
- 3. Keeps informed of all legal requirements governing special education.
- 4. Provides leadership in establishing new programs and developing improved understanding of existing programs.
- 5. Develops and initiates inservice to assist other educators in identifying exceptional children.
- 6. Develop and implements child to find strategies for all programs, especially the preschool.
- 7. Supervises and coordinates special education programs which include specially designed instruction for students who are eligible for special education services within the federal and Ohio Department of Education rules.
- 8. Evaluates existing programs as an ongoing responsibility, and recommends changes and additions a needed.
- 9. Establishes procedures for placement, evaluation, assignment, and re-appraisal of students with regard to the special education services program.
- 10. Develops procedures for referral, securing medial reports, psychological examination, and placement.
- 11. Supervises and coordinates home instruction for homebound or hospitalized students.
- 12. Determines tenure and recommends for promotion personnel serving in special education district-wide or in the preschool.
- 13. Serves as secondary evaluator with the school principal of all special education personnel working in specific schools.
- 14. Assists in recruitment, selection, and recommendation for hiring of any special education personnel.
- 15. Assumes responsibility for compiling, maintaining, and filing all reports, records, and other documents legally required or administratively useful.
- 16. Develops and maintains complete and cumulative individual records of all children receiving special services or enrolled in special classes.
- 17. Supervises preparation of attendance reports and similar data necessary to reimbursement of funds for special education population.
- 18. Writes grant applications when the opportunity or necessity requires it.
- 19. Coordinates with specialized vendor for the transportation of all children placed in special classes.
  - Develops budget recommendations and provides expenditure control on established budgets for special education.
- 20. Keeps informed of the state of financial aid for special education
- 21. Interprets the objectives and programs of the special education services to the Board, the administration, the staff, and the public at large.
- 22. Annually varies the permanent inventory of equipment purchased for special education.

Establishes special education procedures for requisitioning and ordering special education equipment and supplies.

- 23. Approves all supplies, materials, and texts used by special education personnel.
- 24. Evaluates on an ongoing basis, the total special education program, curriculum, procedures, and individual students' needs and achievements.
- 25. Consults with parents of students enrolled in the program.
- 26. Assumes responsibility for own professional growth and development; for keeping current with the literature, new research findings, and improved techniques; and for attending appropriate professional meetings and conventions.
- 27. Performs other job duties as required.

Required Knowledge, Skills & Abilities Necessary to Performance of Essential Functions:

- 1. Valid Ohio administrative license
- 2. Master's degree
- 3. Possess problem-solving skills.
- 4. Establish and maintain effective working relationships with students, school staff, district staff, and patrons.
- 5. Communicates effectively
- 6. Knowledge of Ohio Learning Standards

#### **Intervention Specialists**

The Intervention Specialist is critical to the development of students with special needs. The Intervention Specialist provides Special Education for students in the classroom to fulfill their academic, emotional, and social growth. Instruction is designed to meet the unique needs of each student's Individualized Education Program (IEP). Intervention Specialists will develop, implement, and evaluate individualized programs for NOCA students who have special academic and social adjustment needs. These interventions are monitored and evaluated for effectiveness during an agreed upon time frame with an agreed upon frequency (dependent upon the individual student and the interventions being made). The Intervention Specialist must have a valid Ohio license. In order for the school mission, vision, and philosophy to be equally accessible to all students, the Intervention Specialist is important.

Qualifications:

- 1. Valid Ohio license
- 2. Commitment to the team approach
- 3. Working knowledge of the relationships among behavior, communication, cognition, social/emotional and academic development.
- 4. Experience designing behavioral programs
- 5. Experience presenting or coaching for interventions in school systems
- 6. Creating and maintaining a high-quality learning environment with respect to the academic needs of the child
- 7. Working with students to ensure mastery of all material delivered
- 8. Developing and implementing classroom management strategies that respect the needs and development of the students and that ensures a

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positive, harmonious learning environment

Responsibilities include:

- 1. To maintain professional behavior which is appropriate in the field of education and supports the school
- 2. To assist the Principal and Dean with building-wide expectations and revising school curriculum
- 3. Supports and works to create and maintain a classroom that is organized and focused on student achievement
- 4. Completes all plans in a timely manner as prescribed by the Principal and Deans
- 5. Delivers instruction that is student centered and is aligned with school curriculum
- 6. Supports the school parental involvement policies
- 7. Participates in all professional development activities
- 8. Prepares students to achieve on state standardized tests
- 9. Prepares students to achieve on all internal academic assessments
- 10. Participates in weekly team meetings
- 11. Implements teaching practices consistent with the school's vision and philosophy
- 12. Helps with supervision according to the needs of the school
- 13. Tutor a small group of students at least one day per week after school for 60 minutes; choice of the day may be left to the discretion of the teacher or Principal and Deans
- 14. Read, understand, and implement IEPs for Students with Disabilities (SWD)
- 15. To remain abreast of and monitor legal issues and requirements as they pertain to Special Education and related services
- 16. Create detailed weekly lesson plans for each small group and submit to instructional leaders
- 17. Work with Principal and specialized contractors to create rigorous intervention schedules
- 18. Provide rigorous direct instruction for small groups, modified for the student(s) needs and strengths
- 19. Collect academic work samples that show progress on IEP goals/objectives
- 20. Collect behavioral data that shows progress on IEP goals/objectives
- 21. Write narrative IEP progress reports that show growth though data points.
- 22. Submit draft IEPs to Director of Special Education one week prior to first scheduled IEP meeting, revise/resubmit as necessary.
- 23. Schedule and facilitate IEP meetings that include participation from the entire IEP team.
- 24. Consult with general education teachers regarding students with disabilities
- 25. Provide inclusion services to SWD in the general education environment, including but not limited to team teaching, pull aside, strategic support, and small group testing.
- 26. Provide testing accommodations to SWD on caseload as required by their IEP. Modify student work, as required by the IEP, for students in the general education environment.
- 27. Assist in providing behavior remediation for SWD, in conjunction with Dean

28. Work with building leaders to track suspensions for SWD, and proceed with manifestation procedures in conjunction with the Principal and Dean 29. Complete any other duty deemed necessary by the Principals and Dean for the success of the school

#### **D)** Contracted Services

#### **Fiscal Officer**

The Fiscal Officer will manage the finances of the school based upon a realistic picture of the human and capital expenses that will be needed to successfully operate. When choosing vendors and services, the school will seek partners who can provide exceptional resources at low costs. With great fiscal operations, the school would not be able to fulfil its mission, values, and philosophy.

#### **Responsibilities:**

- 1. Serves as Fiscal Agent and manages cash receipts and disbursements for the Board as well as fulfilling the following services:
- 2. Basic financial services such as bookkeeping (e.g. bank reconciliation and electronic record keeping)
- 3. Reporting (e.g. appropriate annual state and federal filings)
- 4. Accounts payable (vendor invoicing and check writing)
- 5. Accounts receivable (e.g. sales invoicing and cash collections/deposits)
- 6. Serve as Board designated fiscal officer as required by Ohio Revised Code (ORC) and Sponsor Review, analyze and report to Board on financial data submitted by the management company. Process CCIP application(s), Final Expenditure Reports (FERs) and Project Cash Requests as submitted by Management Company subject to Board approval. Provide long term financial analysis and internal audits/reviews of Management Company as needed.
- 7. Oversee and manage annual ADS audit.
- 8. Attend Board meetings and committee meetings as needed.
- 9. Provide client copies of all fiscal documents, monthly reports, and budgets prepared as requested or by date of regularly scheduled or called Board meeting.
- 10. Fiscal agent will only authorize expenditure of funds in accordance with Board policy.
- 11. Preparation of annual tax returns (990 and 1099)
- 12. Preparation of Comprehensive Annual Financial Report
- 13. Preparation of 5-year Forecast and Annual Budget
- D) Other

#### Instructional Aides

Under the supervision of the Principal and the direction of a classroom teacher, the Instructional Aide performs the necessary duties to assist in the

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classroom with instruction for the regular and special needs of students in the classroom. The Instructional Aide works side by side with the Teacher to function as an appropriate role model for children; providing proper examples, emotional support, a friendly attitude and general guidance. He/she creates and manages a caring, supportive, purposeful and stimulating environment that is conducive to children's learning. He/she must agree with and commit to the academic goals and philosophy of NOCA, and understand, abide by, and implement the policies, directives and guidelines set forth by the school. This roles enables teachers to provide the individualized instruction and support needed to help the school fulfill the mission, vision, and philosophy.

#### **Responsibilities:**

- 1. Assist in classroom management
- 2. Assist teacher in preparing instructional materials
- 3. Implement, under the supervision of assigned teacher, instructional programs and lesson plans for the purpose of assisting the teacher in improving students' academic success through a defined course of study
- 4. Conduct instructional activities assigned by the teacher
- 5. Work with individual students or small groups for the purpose of practicing and/or reinforcing learning concepts and assisting students in reaching their academic goals and grade-level standards
- 6. Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- 7. Ensure high standards of achievement for all students Ensure an orderly, motivational and aspirational culture and a strong school community where teaching, learning and healthy relationships can thrive
- 8. Maintain good order and discipline among the pupils, safeguarding their health and safety
- 9. Help maintain neat and orderly classroom
- 10. Assist teacher with administrative records and preparation of required reports
- 11. Adhere to the appropriate code of ethics and student confidentiality
- 12. Works with staff to improve student learning and achievement
- 13. Discuss assigned duties with classroom teachers in order to coordinate instructional efforts.
- 14. Prepare lesson materials, bulletin board displays, exhibits, equipment, and demonstrations.
- 15. Present subject matter to students under the direction and guidance of teachers, using lectures, discussions, or supervised role-playing methods.
- 16. Tutor and assist children individually or in small groups in order to help them master assignments and to reinforce learning concepts presented by teachers.
- 17. Supervise students in classrooms, halls, cafeterias, school yards, and gymnasiums, or on field trips.
- 18. Conduct demonstrations to teach such skills as sports, dancing, and handicrafts.
- 19. Distribute teaching materials such as textbooks, workbooks, papers, and pencils to students.
- 20. Distribute tests and homework assignments, and collect them when they are completed.

21. Enforce administration policies and rules governing students.								
22. Grade homework and tests, and compute and record results, using answer sheets or electronic marking devices.								
23. Instruct and monitor students in the use and care of equipment and materials, in order to prevent injuries and damage.								
24. Observe students' per	24. Observe students' performance and record relevant data to assess progress.							
25. Organize and label ma	aterials, an	d display students' work in a manner appropriate for their eye levels and perceptual skills.						
26. Organize and supervis	se games a	nd other recreational activities to promote physical, mental, and social development.						
27. Participate in teacher	-parent coi	nferences regarding students' progress or problems.						
28. Plan, prepare, and de	velop vario	ous teaching aids such as bibliographies, charts, and graphs.						
29. Prepare lesson outline	es and plan	is in assigned subject areas and submit outlines to teachers for review.						
30. Provide extra assistan	ce to stude	ents with special needs, such as non-English-speaking students or those with physical and mental disabilities.						
31. Take class attendance	and maint	ain attendance records.						
32. Perform all other job	duties as a	ssigned.						
<b>Recruitment and Retention</b>	8.1	3) Describe the plan to recruit and retain highly qualified personnel including how the school will meet the						
Plan		goals identified in Ohio's 2015 Plan for Equity at ODE's website at:						
		https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-						
EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.								
Northwest Obio Classical Acad		A) will recruit teachers from across the country to implement the classical education model. To meet the goals						
		Equitable Access to Excellent Educators, the school will employ Highly Qualified Teachers at ratios that meet or						
		Department of Education. NOCA will ensure that its low income and minority students have equitable access to						
•	•	easures that align with Ohio's identified four main strategies:						

- 1. Strengthen educator preparation;
- 2. Target hiring and deployment barriers;
- 3. Improve teaching and learning conditions; and
- 4. Provide data to encourage strategic staffing and educator development.

To prevent "ineffective teachers," The Principal will design and deliver high-quality professional development activities to instructional staff focused around instructional methods, data-driven decisions based upon formative and summative assessments, and the RLT team. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the school and the students.

The school will provide early hiring timelines to help assure effective and qualified teachers are hired.

#### Recruitment

The school is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that believe in classical education and the school mission, vision and goals. The school will engage in the search for experienced and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from teachers at other classical education schools. NOCA teachers must be certified as required by law. Combinations of new classically-trained teachers with very experienced teachers will create a diverse and exciting team. For those teachers hired directly from college, the ideal candidate would possess a strong academic record, experience in leadership, and who matriculated from a classical school or a school with a strong liberal arts education. The ideal candidate would be an instructor who can think outside of the box. As a classical school, a teaching staff that includes some classical background training or experience will be necessary to succeed. All teachers are expected to hold an expert command of their subjects, classrooms, and teaching methods. This process is no small task. NOCA's partnership with Barney Charter School Initiative (BCSI) will also assist NOCA in recruitment efforts. Summer teacher training, through BCSI, will provide support to the teachers while offering a comfortable and friendly environment for staff to compare notes and cultivate a sense of community and purpose. All faculty and staff must also be models of the virtuous citizen that NOCA is expecting the children to emulate.

The Board, in consultation with its Principal and Hillsdale College, will consider whether to implement a bonus/merit pay system. All available job postings are listed through the ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The school seeks to recruit qualified candidates that help reflect the demographic profile of the students and places job postings in target community areas with diverse populations.

In the process of hiring, qualified candidates are screened by a building level team that typically includes the Principal, Vice Principal, and a similar content area instructor, if possible/applicable. Candidates are interviewed and evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing, which may be contacted for further input either before or after the first formal interview. Before offering a position to a candidate, likely hires are asked to tour the building and shadow for at least one academic session. This real-time interaction better ensures that the candidate is a good fit for the position as the candidate can examine how the school operates while the leadership team can observe how the candidate interacts with students and other staff.

All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. Additionally, all teaching hires must have a valid Ohio teaching license and all employees must possess a clean FBI, BCII background checks completed before taking the job.

Retention

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To retain high-quality personnel, the school is committed to utilizing professional development programs that are appropriate for NOCA's model of teaching. As most professional development programs are designed for the traditional setting, the school will often adapt ideas from existing models to emphasize the core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for students, and mentoring.

Further, The Principal, Vice Principal, and the LPDC building chairperson meet regularly with all teachers whose licenses fall under the Residency Program for new educators. Additional support and information for any teachers under these residency license requirements is available through the compliance consultant employed by the charter management organization. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program.

All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. All staff is given the opportunity to earn additional paid time off (PTO) by volunteering time for covering events and activities that fall outside the bounds of the normal workday. PTO is issued at the discretion of the Principal. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership avails themselves to staff to discuss any suggestions or concerns that could help improve the School and its students.

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. Ratios can be no more than 29 students to 1 teacher (29:1).
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The student/teacher ratio will be no higher than 29 to 1.

Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing para-teaching, and not		he projected e	nrollment and	differentiated	between certi	fied teaching,
STAFFING ASSUMPTIONS			START-UP			FISCAL		
			PERIOD	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Poltion		<u>Assumption</u>						
			1 for 6 Months Before					
Principal (certified teaching)	1	. Per School	Opening	1	1	1	1	1
Vice Principal (certified teach	-	lire in Year 3 or 350 nrollment, whichever		0	0	1	1	1

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	first						
Operations Business Manager (non-licensed staff)	1 Per School (full-time, Year 3)	N/A	.5	.5	1	1	1
Office Manager/Enrollment Coordinator (non-licensed staff)	1 Per School	N/A	1	1	1	1	1
Dean of Students (certified teaching)	1 Per School (full-time, Year 3)	N/A	.5	.5	1	1	1
Teachers (certified teaching)	Avg. Class Size 27	N/A	9	12	13	14	15
Intervention Specialist (certified teaching)	Based on 15% SPED @ 25:1	N/A	2	2	2	2	2
Specials Teachers (certified teaching)	.33 Per Grade Level	N/A	3	4	4	5	5
Instructional Aides (para- Teaching)	.35/Classroom	N/A	3	4	5	5	5
Total Employees			20	25	29	31	32



#### Attachment 6.4a\_NOCA Performance Goals

Northwest Ohio Classical Academy Performance Measurement Goals

#### English

Students at Northwest Ohio Classical Academy will become competent readers of the English language, regardless of their background or subgroup classification.

- 85% of students who have attended the school for two or more years will score proficient or better on the ODE's English Language Arts Test in grades 3-8. Metric: Reading Ohio State tests in English Language Arts
- 2. Each cohort of students (grades K-8) will meet or exceed the expected growth norms on NWEA's Reading MAP assessment, as defined by NWEA's most recent normative data. Metric: NWEA
- 80% of students' proficiency in reading will improve by at least 10% annually for the duration of the contract in all subgroups including students with disabilities, economically disadvantaged, African American, white, ELLs. Metric: NWEA

#### Math

Students at Northwest Ohio Classical Academy will become competent in the understanding and application of mathematical computation and problem solving regardless of their background or subgroup classification.

- 1. 85% of students who have attended the school for two or more years will score proficient or better on the ODE Mathematics Test in grades 3-8. Metric: Math Ohio State tests in Math
- Each cohort of students (grades K-8) will meet or exceed the expected growth norms on NWEA's Math MAP assessment, as defined by NWEA's most recent normative data by the end of year 2. Metric: NWEA
- 3. 85% of students who have attended the school for two or more years will score at the proficient level or above on the End Of Course Mathematics Exams in Algebra I and Geometry.
- 4. 80% of students' proficiency in math will improve by at least 10% annually for the duration of the contract in all subgroups including students with disabilities, economically disadvantaged, African American, white, ELLs. Metric: NWEA

#### School-Specific

#### Attendance and Retention

Northwest Ohio Classical Academy will be fully enrolled and demonstrate high levels of daily attendance and student retention.

1. Northwest Ohio Classical Academy student enrollment will be at 85% of projected enrollment described in the charter application at the beginning of each school year. Metric: The

community school will track enrollment numbers and provide detailed analysis in its annual report.

- 2. 85% of students who begin the school year at Northwest Ohio Classical Academy will remain in the school throughout the academic year. Metric: The Academy will track enrollment numbers and provide detailed analysis in its annual report.
- 3. 85% of students who complete the school year at NOCA will re-enroll for the following school year. Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.
- 4. Average daily student attendance at Northwest Ohio Classical Academy will be at or above 93% over the course of each school year. Metric: The community school will track enrollment numbers and provide detailed analysis in its annual report.
- 5. The student body will grow at the rate of at least 15% in the second and third years of operation while the range of grades offered increases and will continue to grow in the fourth and fifth year. Metric: The Academy will track enrollment numbers and provide detailed analysis in annual report.

#### Surveys

Northwest Ohio Classical Academy will ensure parent approval and support that demonstrates the school's long-term viability and effectiveness.

- 1. Average parent satisfaction with the academic program, as measured by an annual survey at the conclusion of the school year, will exceed 85% of respondents. Metric: The Academy will administer parent surveys annually.
- 2. Average parent satisfaction with the clear and open communication by the faculty and staff, as measured by an annual survey at the conclusion of the school year, will exceed 85%. Metric: The school will administer parent surveys annually.



# **Accountability- Attachment 6.4**

# Kindergarten – 12<sup>th</sup> Grade

(A school that does not offer a grade higher than twelve excluding

CHARTER SCHOOP SPECIALISTS

Dropout Prevention & Recovery Schools)

## Evaluation of Local Report Card Components

 The school must receive a "C" or better in all applicable Local REPORT CARD <u>components</u> on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports, hereafter known as the "Graded Components" listed here:

	Schools serving any grades Kindergarten-12 <sup>th</sup> grade are accountable for any applicable local report card component below:	Metric/Target- General means of evaluating an aspect of a measure.
Local Report Card Components	Overall Local Report Card Grade	≥C
(broad categories of performance)	Achievement Component Grade	≥C
	Progress Component	≥C
	Gap Closing Component	≥C
	Graduation Rate	≥C
	Improving At-Risk K-3 Readers	≥C
	Prepared for Success	≥C

- Any school receiving less than a "C" on any Local Report Card component will be required to implement the following accountability steps listed below.
- When the school receives two consecutive years of a letter grade of "C" or higher in all measures stated above, interventions will no longer be required. The Sponsor recommends the school continue to implement all interventions as best practices after achieving a letter grade of "C" in all measures in order to maintain achievement.

First Year Actions	S
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Kindergarten – 12th Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School

**<u>Criteria</u>**: School receiving a letter grade of "D" or "F" on any identified Local Report Card Components:

The Sponsor Will:	The School Will:				
<ul> <li>A. Offer technical assistance for the Ohio 5-Step Improvement Process (OIP) and the development of the School Improvement Plan.</li> </ul>	A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement the Ohio 5-step Improvement Process (OIP) to identify root- cause, needs, goals, strategies, and action steps that will move the school forward. Training on implementing the Ohio Improvement Process must be provided to all staff involved in implementing the OIP.				
B. Require the School to review or revise a School Improvement Plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the School Improvement Plan.	B. Through a Community School Leadership Team (CSLT) that includes parents, Board Members, community stakeholders and sponsor feedback, review and revise the required OIP Focused Plan inclusive of 6.4b Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.				
C. Require the School to monitor and evaluate the School Improvement Plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the School Improvement Plan and 5-Step Process and at each regularly scheduled Board meeting.				
D. Offer technical assistance for the development of a school professional development plan included in the School Improvement Plan Action Steps.	<ul> <li>D. Implement evidence-based school-wide practices to support student learning that includes "best" first instruction: <ul> <li>a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the</li> </ul></li></ul>				

	standards/learning targets to students as part of the formal OTES process/or alternative b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at- risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	F. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	G. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

# **Second Year Actions**

Kindergarten – 12<sup>th</sup> Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School

**<u>Criteria</u>**: School receiving a letter grade of "D" or "F" on identified Local Report Card Components for a <u>second</u> consecutive year:

In addition to Year 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all First Year Actions.
B. Review and offer feedback on the School Improvement Plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	<ul> <li>B. Hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.</li> </ul>
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development (2015).	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the School Improvement Plan. Follow guidelines presented in Ohio Standards for Professional Development (2015).
	E. Using the Ohio Standards for Principals, the Governing Authority will redefine job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.
	<ul> <li>F. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.</li> </ul>

Third Year Actions					
Kindergarten – 12 <sup>th</sup> Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School					
Criteria: School receiving a letter grade of "D" or "F" on identified	Local Report Card Components for a <u>third</u> consecutive year:				
In addition to Year 1 and Year 2 Supports, the Sponsor Will:	The School Will:				
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all First Year Actions and Second Year Actions.				
Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.	<ul> <li>B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing authority with suggestions for modification, deletions, or expansions based on the data.</li> </ul>				
	C. Based on a school review/audit from external source, implement recommendations to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.				

Fourth Year Actions	
Kindergarten – 12 <sup>th</sup> Grade, or a school that does not offer a g	rade higher than twelve/ non-DOPR School
Criteria: School receiving a letter grade of "D" or "F" on identified L	ocal Report Card Components for a <i>fourth</i> consecutive year:
If the School is not required to close by the Ohio	The School Will:
Revised Code, the Sponsor will:	
A. Sponsor may take over the operations of the school; and/or	A. Close at the conclusion of the school year and meet all requirements for closure as outlined by the Ohio Revised Code if the School meets the requirements for closure as found in the Ohio Revised Code.
<ul> <li>B. Work with the Board to replace the operator of the school; and/or</li> </ul>	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school in Academic Probation <sup>2</sup> status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation <sup>2</sup> status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Replace staff relevant to failure; and/or
	E. Reconfigure the organizational structure of the school or adopt a new operational structure.
stated in Attachment 6.4 and has prescribed steps to assist the school 6.4 as possible interventions, but will consider other options if deeme	the school's specific circumstances surrounding not meeting the minimum requirements of in meeting those requirements. The Sponsor will consider the options listed in Attachment ed appropriate considering the school's specific circumstances. The Sponsor cannot be held for better in all components as the Sponsor will act in good faith to assist in ensuring the School and Governing Authority's autonomy.

### **Evaluation of Local Report Card Measures**

 The school shall also aim to receive a "C" or better in all **applicable** local report card <u>measures</u> on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports, hereafter known as the "Graded Measures" listed below.

	Schools serving any grades Kindergarten – 12 <sup>th</sup> grade are accountable for any applicable local report card measures below:	Metric/Target- General means of evaluating an aspect of a measure.
Local Report Card Measures (specific marks of performance)	Performance Index Indicators Met	≥C
	All Students Gifted Students Progress Students in the Lowest 20% in Achievement Progress Students with Disabilities Progress	≥ C
	Annual Measurable Objectives	≥C
	Four-Year Graduation Rate Five-Year Graduation Rate	≥C

• Additionally, the school shall meet the following academic and non-academic measures of student performance:

	Additional Measures	Metric/Target- General means of evaluation an aspect of a measure.
Academic & Non-academic	Chronic Absenteeism Indicator on Local Report Card	Meet Indicator
Measures agreed upon within the community school contract	Implementation of the 5-step Ohio Improvement Process         SCHOOL MISSION/VISION STATEMENT         Does the School Improvement Plan Support the School's Mission/Vision Statement?         If Yes, how? If No, how could they be aligned?	School submitted required school improvement plan on-time, inclusive of a roots-cause analysis and mission-specific goals for all students and subgroups
	<b>Nationally-Normed Assessment</b> – A standardized Assessment listed in the community school contract should demonstrate at least 1 years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules including the All Student Group and each sub group identified.	≥ 1 years' growth for 80% of students tested in reading and math
	Sub-group Attendance and Behavior Goals	Annually increase attendance rates for all subgroups. Annually decrease suspensions and expulsions for all sub- groups of students.

Financial Measures	Measures:	Metric/Target – General means of evaluating an aspect of a measure.
	Performance on Most Recent Audit	School did not receive any findings for recovery.
	Positive Net Income	School ended the year with positive net income.
	Positive Cash Flow	School ended the year with positive cash flow.
	Debt Ratio	School maintained a 1:1 debt ratio.
	Enrollment Variance	School maintained an enrollment variance throughout the year of 5%.

Organizational/Operational Measures	Measures:	Metric/Target – General means of evaluating an aspect of a measure.
	Submission of the following: CSLT Meeting	School submitted required
	Form, Nationally Normed Assessment Data,	documentation on time.
	Management Company Evaluation, 6.4b	
	Intervention Reporting Template, School Annual Report, Five-Year Forecast	
	Academic Coach	If the school was required to hire
		an academic coach per
		interventions listed above, the
		school hired and maintained the
		coach's services for the majority
		of the school year.
	Corrective Action Plans	School was not placed on a
		corrective action.

Probation	School was not placed on probation.



#### Attachment 8.3 - Dismissal Procedures and Plan for Disposition of Employees

#### DISMISSAL OF STAFF

a.) Dismissal Procedures for Staff and the Plan for Disposition of Employees

#### **Dismissal and Disciplinary Procedure for Staff**

The School is an "At Will" employer and employees may be terminated without cause. Listed below are some reasons why an employee may be terminated or disciplined.

- 1. Theft or dishonesty
- 2. Intentional destruction or unauthorized use of School property
- 3. Falsification of School records
- 4. Unacceptable work performance, including irregular or tardy attendance
- 5. Threatening harassing, assaulting or abusing any student, employee or visitor
- 6. Sexual harassment
- 7. Fighting physical violence or verbal abuse
- 8. Violation of the drug, alcohol or smoking policies
- 9. Neglect of duty
- 10. Insubordination
- 11. Failure to adhere to the mission and/or polices of the School
- 12. Other behavior seriously detrimental to the successful operation of the school or student performance

#### Disposition of Employees if School Sponsor Contract is Terminated

In the event that the School's community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other local schools and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority will ensure:

- 1. that each staff member's LPDC information is current and up to date,
- 2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
- 3. that the school staff members have sponsor contact information,
- 4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
- 5. that the staff will receive clear timelines and procedures for the closing.



**Attachment 8.4 - Employee Benefits** 

#### **EMPLOYEE BENEFITS**

Northwest Ohio Classical Academy (NOCA) will provide its employees with quality, affordable, and competitive healthcare benefits as a part of its total compensation package. Each full time employee who elects healthcare will have the option of enrolling in medical, dental, and/or vision coverage's for individuals or immediate family members.

NOCA will also have access to supplemental insurance services provided through Aflac or similar provider.

Retirement contributions are made through State Teachers Retirement (STRS) for certified staff and School Employees Retirement (SERS) for classified staff.

NOCA employees also have the option of contributing to an employer sponsored 403B retirement plan.

# DETAILED CURRENT BUDGET AND 5 YEAR FORECAST NORTHWEST OHIO CLASSICAL ACADEMY As of March 12, 2020

				2019/2020	2020/2021	FISCAL YEAR 2021/2022	2022/2023	2023/2024	
<u>wc</u> 8	OPERATING RECEIPTS	(2110, 2211)							
5 9	State Foundation Payments Charges for Services	(3110, 3211) (1500)		\$1,379,844.02 8,610.00	\$1,766,349.83 9,901.50	\$2,099,151.89 11,193.00	\$2,356,760.35	\$2,611,632.81	
	Other	(1830, 1840, 1850, 1860, 18	70, 1890)	0.00	0.00	0.00	0.00	0.00	
1 2	Total Operating Receipts			1,388,454.02	1,776,251.33	2,110,344.89	2,367,960.35	2,622,832.81	
	OPERATING DISBURSEMENTS Salaries and Wages	(100)		693,900.00	881,500.00	1,067,250.00	1,167,402.25	1,218,403.31	
5	Employee Retirement and Insurance Benefits	(200)		242,726.22	308,348.70	373,324.05	408,357.31	426,197.48	
6	Purchase Services	(400)		280,311.75	228,052.67	236,763.09	249,867.35	256,180.58	
7 3	Suppllies and Materials Capital Outlay New	(500) (600)		425,572.35 320,400.00	408,556.04 86,925.00	412,995.33 86,755.00	420,063.69 61,705.00	437,236.04 67,905.00	
	Capital Outlay Replacements	(700)		0.00	0.00	0.00	0.00	0.00	
)	Other	(800)		5,700.00 1,968,610.32	5,700.00 1,919,082.41	5,700.00 2,182,787.47	5,700.00 2,313,095.60	5,700.00 2,411,622.41	
2	Excess of Operating Receipts Over (Under	) Operating Disbursements		(580,156.30)	(142,831.08)	(72,442.57)	54,864.75	211,210.40	
	NONOPERATING RECEIPTS/DISBURSEME								
7	Federal Grants Federal Fiscal Stabilizaion Funds	(All 4000 Except Fund 5 (SFSF)		28,944.00	52,032.00	71,904.00	80,864.00	89,824.00	
9	State Grants Donations Debt Principal Retirement	(3200, Except 3211) (1820) Diff from SFO, 2020 Sprin (See row 37 below)	ng Fund Raiser	350,000.00 70,575.00	250,000.00 20,325.00	0.00 24,075.00	0.00 27,075.00	0.00 30,075.00	
1	Interst and Fiscal Charges	Loan is -0- interest ra		(1,500.00)	(1,500.00)	(1,500.00)	(1,500.00)	(1,500.00)	
2 3	Total Nonoperating Revenue/(Expenses)			448,019.00	320,857.00	94,479.00	106,439.00	118,399.00	
	Excess of Operating and Nonoperating Rec			(122 127 20)	179.035.03	22,036.43	161 202 75	220 600 40	
6	Over/(Under) Operating and Nonoperating Possible need to fund state deposit if sure Debt Proceeds		ed July 2019	(132,137.30) 200,000.00	178,025.92 (50,000.00) (50,000.00)	(100,000.00)	161,303.75 (50,000.00)	329,609.40	0.00
8	Refund of State of Ohio Security Deposit - Beginning Fiscal Year Cash Balance		t 2019	50,000.00 76,795.00	194,657.70	272,683.62	194,720.05	306,023.80	
0	Fund Cash Balance End of Fiscal Year			\$194,657.70	\$272,683.62	\$194,720.05	\$306,023.80	\$635,633.20	
2									
	ASSUMPTIONS SECTION					FIGCAL			
5 6			START-UP PERIOD	YEAR 1	YEAR 2	FISCAL YEAR 3	YEAR 4	YEAR 5	
	ENROLLMENT	Grade							
3	B = Depending on performance	K 1	N/A N/A	25 25	36 36	38 38	42 42	42 42	
5	NOCA will request an amend-	2	N/A	25	27	36	42	42	
L	ment to its contract with CSS to	3	N/A	21	27	35	36	42	
2	add additional grades.	4	N/A	21	25	27	35	42	
3	<ul> <li>Familie data data sistema di studente.</li> </ul>	5	N/A	21	25	27	27	37 27	
4 5	C = Enrolled and registered students for school year 2020/2021 is	6 7	N/A N/A	21 21	25 25	25 25	27 25	27	
6	261 @ March 12, 2020.	8	N/A	21	25	25	25	25	
7		9	N/A	N/A	20	25	22	20	
8		10	N/A	N/A	N/A	20	19	19	В
9 0		11 12	N/A N/A	N/A N/A	N/A N/A	N/A N/A	19 N/A	19 17	
1				î					•
2 3		TOTAL ENROLLMEN	1	201	271 C	321	361	401	
4 5	REVENUE ASSUMPTIONS								
	Per Pupil State BEA		6,020.00	\$1,210,020.00	\$1,631,420.00	\$1,932,420.00	\$2,173,220.00	\$2,414,020.00	
	Per Pupil Funding STATE SPED BEA		3,926.00		63,836.76	88,217.22	99,210.02	110,202.82	
	Per Pupil Funding K-3 Literacy Per Pupil Transitional Bi-Lingual		320.00 1,515.00		40,320.00 12,316.95	47,040.00 14,589.45	51,840.00 16,407.45	53,760.00 18,225.45	
	Per Pupil Speech Services		1,578.00		21,381.90	25,326.90	28,482.90	31,638.90	
	Per Pupil Transportation Funding	None	éar ooc /	35 000 00	25 000 05	35 000 05	25 000 05	25 000 05	
2 3	Wellness Grant from State of Ohio Custom - Ohio Facilities /Pupil	Per SFO/student	\$25,000/year 240.00	,	25,000.00 65,040.00	25,000.00 77,040.00	25,000.00 86,640.00	25,000.00 96,240.00	
4	Custom - Ohio Economically Disadv.	None	544.00	0.00	0.00	0.00	0.00	0.00	
5 6	Casino Tax	Per SFO - 1 payment in year #1		5,359.00	14,450.64	17,116.81	19,249.74	21,382.68	2 Payments in subsequent years
7	Estimated Total State Revenue			\$1,379,844.02	\$1,859,315.61	\$2,209,633.57	\$2,480,800.37	\$2,749,087.17	
8 9	NOCA FED Funding for 2019/2020	Actual amount for 9 students	3,222.22						
	Federal SPED Funding IDEA B	Use	3,200.00		52,032.00	71,904.00	80,864.00	89,824.00	SFO Budget higher than NOCA bud
	Federal Lunch Program	Do not participate in Federal Lunch	Program						
2 3	Estimated Total Federal Revenue			\$28,944.00	\$52,032.00	\$71,904.00	\$80,864.00	\$89,824.00	
4					,		,		
	Local and other revenues	c	\$3E0 000 00	350 000 00					
	ODE Grant for 1st Year Community School ODE Grant for 2nd Year Community Schoo		\$350,000.00 250,000.00		250,000.00				
8	Additional Contributions	Actual		55,500.00					
	Before/After Childe Care Annual Fundraisers	(1891) Per State Fiscal Offic	er (" <b>SFO</b> ") 75.00	8,610.00 15,075.00	9,901.50 20,325.00	11,193.00 24.075.00	11,200.00 27,075.00		Program will grow 15% in year #2
) 1			/5.00	13,075.00	20,323.00	24,075.00	27,073.00	30,075.00	
	Estimated Total Local and Other Revenue	2		\$429,185.00	\$280,226.50	\$35,268.00	\$38,275.00	\$41,275.00	
	Estimated Total Revenue			\$1,837,973.02	\$2,191,574.11	\$2,316,805.57	\$2,599,939.37	\$2,880,186.17	
	Estimate that 5% of all students will qualify	y for some type of special education	1.						

 $\underline{\textbf{ROW}} \hspace{0.1in} \text{File:C/ClassicalSchoolInitiative/CSSApplication--Budget with 9th Grade}$ 

#### DETAILED CURRENT BUDGET AND 5 YEAR FORECAST NORTHWEST OHIO CLASSICAL ACADEMY As of March 12, 2020

	File:C/ClassicalSchoolInitiative/CSSApplicationBudg	get with 9th Grade		NOR	THWEST OHIO CL As of March				
	STAFFING ASSUMPTIONS		-			FISCAL			
102 103	Postion	Assumptions		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Explanations
	Principal	1 Per School		1	1	1	1	1	
105	Vice Principal	Hire in Year 3 or 350 enrollment, whichever first		0	0	0.5	0.5	0.5	Part time position starting 3rd year. Faculty salary included as teacher. Addt'l compensation shown separately.
106	Operations Business Manager	1 Per School part of		0	1	1	1	1	Separately.
100	Operations business Manager	contracted services in year 1		0	1	1	1	1	
107	Office Manager/Enrollment Coordinator	1 Per School part of contracted services in year 1		0	1	1	1	1	
	Office Assistant	1 per School		1	1	1	1	1	Duties assigned to Operations Bus. Manager
109	Campus Aide	Aide to Principal part time		1	1	1	1	1	Part time position starting 3rd year. Faculty salary
110	Dean of Students	1 Per School				0.5	0.5	0.5	included as teacher. Addt'l compensation shown separately.
111	Self Contained classroom Teachers (Grades K-5)	Avg. Class Size 22		6	7	10	11	12	No more than 27 in a class.
112	Special Education Teachers	None internally, small numbers, contract out		0	0	0	0	0	
	Subject Matter Specific Teachers	Math, Science, History, ELA,							
113	Subject Matter Specific reachers	Latin, Phy Ed, Art, Music, etc.		6.5	8	8	9	9	For the memory will not bring in house
114	Intervention Specialists	Part of contracted services		0	0	0	0	0	For the moment will not bring in-house. Reconsider in year #3.
115	Instructional Aides	Number per principal		3	3	3	4	4	
116	Counselor	Start with 10th grade.		0	0	0.5	0.5	0.5	Part time position starting 3rd year. Faculty salary included as teacher. Addt'l compensation shown separately.
	Substitute Teachers	3 Days Per Teacher <b># Sub.</b>							
117		Teachers Days Per principal keep as outside		50	45	54	60	63	
118	Custodian/Maintenance	contractor for time being		0	0	0	0	0.0	
	Lunch Service	In Contract or Existing Staff		N/A	N/A	N/A	N/A	N/A	
	Nurse/Health Total Employees	Part of Contracted Services	-	0 18.5	0 22.0	0 26.0	0 29.0	0 30.0	-
121	Total Employees		=	10.5	22.0	20.0	23.0	50.0	-
	Student Teachers	1 Student teacher per 2 faculty	-	7.8	9.0	10.5	12.0	12.5	
124 125	Total Admin. Staff			3.0	4.0	5.0	5.0	5.0	
128			-						-
	STAFFING SALARIES Principal	<u>Annual</u> 80,000.00		\$80,000.00	\$90,000.00	\$92,250.00	\$94,556.25	\$96,920.16	
150		S	tart in year 3,	Ş80,000.00	\$50,000.00	Ş92,230.00	\$54,330.23	\$50,520.10	Additional compensation for additional duties.
131	Vice Principal		art-time			20,000.00	20,500.00	21,012.50	See comment on row 105.
132	Oper Business Manager	80,000.00	nd. cont year 1/2- see below		80,000.00	82,000.00	84,050.00	86,151.25	Starts full-time year #2. Will do CCIP reporting.
	Office Manager/Enrollment Coordinator	34,000.00		25,000.00	34,850.00	35,721.25	36,614.28	37,529.64	
	Office Assistant Campus Aide	25,000.00 20,000.00		30,000.00	30,750.00	31,518.75	32,306.72	33,114.39	Will not fill that position for time being.
136	Custodian/Maintenance person	35,000.00			0.00	0.00	0.00	0.00	Keep as outside part-time contractor per P.S.
137	Dean of Students		tart in year 3, art-time	0.00	0.00	20,000.00	21,200.00	22,896.00	Additional compensation for additional duties. See comment on row 109.
	All Teachers (includes SpED) row 112-114	40,000.00		535,300.00	615,000.00	738,000.00	820,000.00	861,000.00	
139	Instructional Aides	8,000.00 Starting with 10th grade. S	tart in year 3,	16,500.00	24,600.00	25,200.00	34,400.00	35,200.00	Additional compensation for additional duties.
140	Counselor	\$40,000 if full-time P	art-time			15,000.00	15,375.00		See comment on row 115.
	Sub Teachers/Instructional Services Nurse/Health	(411110) Contracted Services Part of <b>TES</b>	Per SFO	7,100.00 0.00	6,300.00 0.00	7,560.00 0.00	8,400.00 0.00	8,820.00 0.00	\$140.00 Per Day
	Total Staff Salaries:	Agrees to SFO Revised B	udget	693,900.00	881,500.00	1,067,250.00	1,167,402.25	1,218,403.31	-
144	Personnel Fringe Benefit including								
145	Taxes Breakdown of each percent for employer	34.98%	-	\$242,726.22	\$308,348.70	\$373,324.05	\$408,357.31	\$426,197.48	
146	health insurance	retirement, payroli taxes and							
147	Employer retirement	14.30%		\$99,227.70	\$126,054.50	\$152,616.75	\$166,938.52	\$174,231.67	Amounts and percentages per
148	Payroll taxes (medicare, unemployment, workers comp.)	3.78%		26,229.42	33,320.70	40,342.05	44,127.81	46,055.64	actual financial statements through Jan. 2020 and per SFO
149	Health Insurance		ctual cost > 16.9%	,	148,973.50	180,365.25	197,290.98	205,910.16	
	% should be about same as 2019 Total Personnel, Fringe Benefits and Tax	34.98% es	\$0.00	\$242,726.22 \$936,626.22	\$308,348.70 \$1.189.848.70	\$373,324.05 \$1.440.574.05	\$408,357.31 \$1,575,759.56	\$426,197.48 \$1.644.600.78	
152		=	÷0	,		,	,	, ,	-
	CONTRACTING SERVICES	CHART OF ACCOUNT #s	Dorl Ctrong	¢12.000.00	¢10.000.00	¢2 E00 00	62 570 00	62 C41 40	2rd Voor drop to \$2 500 with 2% increase
	Legal Custodial	(4182490) (4232750)	Per L. Strang Per SFO	\$12,000.00 20,580.00	\$10,000.00 22,638.00	\$3,500.00 24,901.80	\$3,570.00 27,391.98		3rd Year drop to \$3,500 with 2% increase Increase cost 10% a year due to more students.
	Janitorial supplies	Include in (4232750)		6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	Not broken out in financial statements
	Oper Business Manager Fiscal Officer	(4182530) (4192540)	See row 157 Per SFO	41,500.00 47,700.00	48,654.00	49,627.08	50,619.62	51.632.01	Full time starting year #2 2% Annual Increase
159	Payroll Services	(4192960)	Per SFO	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
	Technology Support Food Service/School Lunch	(4232720) (4623120)	Per SFO	26,000.00 1,447.20	23,500.00 1,951.20	23,500.00 2,311.20	23,500.00 2,599.20		Better options after year #1 Not in Federal Lunch Program.
	EMIS Services	(4162930)	Per SFO	1,447.20	1,951.20	2,311.20 20,172.00	2,599.20 20,676.30		2.5% Annual Increase
			D. 070						
	CCIP Services Consulting Services Adkins & Co.	(4162530) (4182530)	Per SFO See row 157	14,400.00 18,000.00	0.00 7,000.00	0.00 7,000.00	0.00 7,000.00	0.00	Part of Operatons Bus. Manager duties row 106 Year 2, 3 and 4 apply to CSS add a grade.
165	Speech, OT, Nurse, Health	(4111249) & (5161249)		30,000.00	30,600.00	31,212.00	31,836.24	32,472.96	
166 167	Ohio Sponsor Fee/Holdback	(4152411)	3.00%	40,484.55	55,029.47	65,539.01	73,674.01	81,722.62	
168			-	444.5	44.000	444 - 1	44	444.5	-
169 170	Total Contract Services		=	\$280,311.75	\$228,052.67	\$236,763.09	\$249,867.35	\$256,180.58	-
1/0									

#### DETAILED CURRENT BUDGET AND 5 YEAR FORECAST NORTHWEST OHIO CLASSICAL ACADEMY As of March 12, 2020

				NOR	THWEST OHIO C	LASSICAL ACADE	MY			
	File:C/ClassicalSchoolInitiative/CSSApplicationBudg	et with 9th Grade			As of March	n 12, 2020				
	ADMINISTRATIVE OPERATIONS	Deard members and the	010000	60.00	An	60 0-	ćo o-	40 F-		
		Board members pay all their own	•	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Office Supplies	(5122490)	Per SFO	25,000.00	15,000.00	15,300.00	15,606.00		First year need to b	
	Computer Supplies	(5172212)		7,500.00	5,000.00	5,100.00	5,202.00		First year need to b	
	Computers Admin.	(4232720)	See row 158	5,000.00	1,500.00	1,500.00	1,500.00		Upgrades and repa	urs year 2 and there
	Adminstrative Technology Services	(44162960)	Per SFO	12,600.00	12,600.00	12,600.00	12,600.00	12,600.00		
7	Website Build	2,500.00		2,500.00	1,000.00	1,000.00	1,000.00	1,000.00	Waiting for invoice	
8	Postage	(4432790)		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00		
9	Office Furniture and Equipment	(6302790)		2,000.00	750.00	750.00	750.00	750.00	Upgrades and repa	irs year 2 and there
0										
1	Marketing change to CSP Grant	(4462490) & (5992490)	Per SFO	18,500.00	12,000.00	12,000.00	12,000.00	12,000.00		
2	Bank Fees	(48482590)	Per SFO	250.00	250.00	250.00	250.00	250.00		
3	Non-instructional Board	(8992310)	Per SFO	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00		
£.	Academic Extra	(8993423)	Per SFO	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	Same as Faculty/St	aff Travel
5	Other no description given by SFO	None provided by SFO		1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
5	Loan Repayment	See row 39 abov	/e							
7	Copier leases	(4252740)		6,000.00	6,000.00	6,000.00	6,000.00	6,000.00		
3	Copier and applicable supplies	(4252740)		2,594.00	4,342.69	4,665.33	4,923.44	5,181.55		
	Liability Insurance (D&O,E&O, Prof.)	(8512590)		26,800.00	17,100.00	17,527.50	17,965.69	18,414.83	Per quote received	for second year.
	Security	(4232760)		1,500.00	1,500.00	1,500.00	1,500.00	1,500.00		
	Memberships/dues and fees	(8492590)		700.00	700.00	700.00	700.00	700.00		
	Before & After School Care	Cost is part of staffing	salaries							
	Principal's Discretionary Enter.	1,000.00		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00		
i		2,000.00		2,000.00	1,000.00	2,000.00	2,000.00	2,000.000	-	
	Total Administrative Expenses			\$120,694.00	\$87,492.69	\$88,642.83	\$89,747.13	\$90,870.54		
;				¥120,034.00		÷30,042.03		<i>230,070.3</i> 4	=	
	INSTRUCTIONAL EXPENSES									
		Include in (5111120)	500 row 100	60.00	ćo oo	ć0.00	ć0.00	ć0.00		
	Special Education Resources	Include in (5111130)	See row 199	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Other Instructional Resources	(5111130)	Per SFO	25,500.00	27,100.00	32,100.00	36,100.00	40,100.00		
	Classroom Technology change per CSP	Change to CSP grant of \$94,00	U 1st Year/ \$100						Need a technology	/computer
	grant	Thereafter		94,000.00	27,100.00	32,100.00	36,100.00	40,100.00	room 1st year.	
	Classroom Supplies	Include in (5111130)	See row 199							
	Student Testing & Assessment	Include in (5111130)	See row 199							
	Field Trips	Will Include in (5111130)	See row 199	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	Will spend if funds	are available
Ł.	Other Student Services	Include in (5111130)	See row 199							
		Change to CSP grant of \$80,	.000 1st year						\$25 for all other st	udents, repair
	Classroom Furnitute & Fixtures	\$150/Student For Each New Stu	dent thereafter	80,000.00	15,525.00	14,275.00	14,025.00	15,025.00	and replace	
	Building FF&E	\$400/Student 1st Year/ \$50		80,400.00	13,550.00	9,630.00	10,830.00	12,030.00		
	Professional Development includes	+ , , +		,		-,		,		
	amount charged to CSP Grant	(4312491) & (5902210)	Per SFO	19,200.00	2,200.00	2,600.00	2,900.00	3,000.00		
	amount charged to CSF Grant			19,200.00	2,200.00	2,000.00	2,900.00	3,000.00		
	Library Build and Maintain	\$20/Student 1st Year, \$40 Ther	-							
		school cash flow	'S	4,020.00	10,840.00	12,840.00	14,440.00	16,040.00	-	
)										
	Total Instructional Expenses			\$308,120.00	\$101,315.00	\$108,545.00	\$119,395.00	\$131,295.00	-	
L										
2										
3	FACILITY EXPENSES									
Ł.	Building Rent	(4252720) & (5992720)		\$232,173.35	\$256,173.35	\$252,000.00	\$252,000.00	\$252,000.00	Includes portion re	imbursed through
		10%, 11%, 12%, 13% of Row 12, y	/ear #2, #3, #4, #5							
	Percentage Rent in Excess of minimum	respectively, greater than buildi	ng rent row 203.	0.00	0.00	0.00	0.00	10,283.28		
	Tenant Fit-Up (Including Security System								Keep upgrading fac	cility as NOCA expan
5	first year)	(6302790)		64,000.00	30,000.00	30,000.00			additional space.	
	Facility Repairs and Maintenance	Part of CAM		0.00	0.00	0.00	0.00	0.00		
	Property Insurance	(8512590)		3,000.00	2,500.00	2,562.50	2,626.56	2,692.23	Per quote foer for	second year.
	Utitities Natural Gas	Part of CAM		0.00	0.00	0.00	0.00	0.00		,,
	Utilities Electricity	Part of CAM		0.00	0.00	0.00	0.00	0.00		
	Utilities Water/Sewage	Part of CAM		0.00	0.00	0.00	0.00	0.00		
	Utilities Waste Disposal	Part of CAM		0.00	0.00	0.00	0.00	0.00		
	Telephone	(4412790)	Per SFO	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		
	Internet	(4412790)	Per SFO Per SFO	10,000.00	10,000.00	15,200.00	15,200.00	15,200.00		
L	incenter	(44/2/30)	r ei SrU	13,183.00	13,200.00	13,200.00	13,200.00	13,200.00		
									-	
;									-	
	Total Facility Exponent			6224 259 25	6210 070 25	\$200 762 50	\$270 025 FC	\$200 17F F4	-	
	Total Facility Expenses			\$324,358.35	\$313,873.35	\$309,762.50	\$279,826.56	\$290,175.51	-	
	Total Facility Expenses			\$324,358.35	\$313,873.35	\$309,762.50	\$279,826.56	\$290,175.51	- -	
5 7 8 9 9	Total Facility Expenses			\$324,358.35				\$290,175.51	-	
5 7 3 9 1	Total Facility Expenses		START-UP		REVENUE A	ND EXPENSE STA	ATEMENT		=	
5 5 7 8 9 9			START-UP <u>PERIOD</u>	YEAR 1	REVENUE A	ND EXPENSE STA	ATEMENT YEAR 4	YEAR 5	Five Year Total	Percent
	Total Facility Expenses Total Revenue From Above				REVENUE A	ND EXPENSE STA	ATEMENT YEAR 4	YEAR 5	Five Year Total	Percent
	Total Revenue From Above Cushion for enrollment fade	5.00%		<u>YEAR 1</u> \$1,837,973.02	REVENUE A	ND EXPENSE STA	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02)	YEAR 5	Five Year Total	Percent
	Total Revenue From Above	5.00%		YEAR 1	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11	ND EXPENSE STA YEAR 3 \$2,316,805.57	<b>ATEMENT</b> <u>YEAR 4</u> \$2,599,939.37	<u>YEAR 5</u> \$2,880,186.17	Five Year Total	Percent 100.00%
5 7 8 9 1 2 8	Total Revenue From Above Cushion for enrollment fade	5.00%		<u>YEAR 1</u> \$1,837,973.02	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78)	ND EXPENSE STA <u>YEAR 3</u> \$2,316,805.57 (110,481.68)	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02)	<u>YEAR 5</u> \$2,880,186.17 (137,454.36)	Five Year Total \$11,826,478.24	
	Total Revenue From Above Cushion for enrollment fade	5.00%		<u>YEAR 1</u> \$1,837,973.02	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78)	ND EXPENSE STA <u>YEAR 3</u> \$2,316,805.57 (110,481.68)	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02)	<u>YEAR 5</u> \$2,880,186.17 (137,454.36)	Five Year Total \$11,826,478.24	
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses:	5.00%		<u>YEAR 1</u> \$1,837,973.02 1,837,973.02	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78) 2,098,608.33	ND EXPENSE STA YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81	Five Year Total \$11,826,478.24 \$11,361,536.40	100.00%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue	5.00%	<u>PERIOD</u>	<u>YEAR 1</u> \$1,837,973.02	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78)	ND EXPENSE STA YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35	<u>YEAR 5</u> \$2,880,186.17 (137,454.36)	Five Year Total \$11,826,478.24	
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes	5.00%	<u>PERIOD</u>	YEAR 1 \$1,837,973.02 1,837,973.02 936,626.22	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70	ND EXPENSE ST/ <u>YEAR 3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05	YEAR 4           \$2,599,939.37           (124,040.02)           2,475,899.35           1,575,759.56	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31	100.00% 59.74%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services	5.00%	<u>PERIOD</u> 0.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78) 2,098,608.33	ND EXPENSE STA YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31	100.00%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility	5.00%	<u>PERIOD</u>	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75	<b>REVENUE A</b> YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67	ND EXPENSE ST/ YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35	<u>YEAR 5</u> \$2,880,186.17 [137,454.36] 2,742,731.81 1,644,600.78 256,180.58	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44	100.00% 59.74% 11.01%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations	5.00%	<u>PERIOD</u> 0.00 5,000.00	YEAR 1 \$1,837,973.02 1,837,973.02 936,626.22	<b>REVENUE A</b> <u>YEAR 2</u> \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70	ND EXPENSE ST/ <u>YEAR 3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05	YEAR 4           \$2,599,939.37           (124,040.02)           2,475,899.35           1,575,759.56	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44	100.00% 59.74%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor	5.00%	<u>PERIOD</u> 0.00	<u>YEAR 1</u> \$1,837,973.02 <u>1,837,973.02</u> <u>936,626.22</u> 280,311.75 120,694.00	<b>REVENUE A</b> YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69	ND EXPENSE STA <u>YEAR3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18	100.00% 59.74% 11.01% 4.20%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses		<u>PERIOD</u> 0.00 5,000.00 1,000.00	<u>YEAR 1</u> \$1,837,973.02 <u>1,837,973.02</u> <u>936,626.22</u> 280,311.75 120,694.00 308,120.00	<b>REVENUE A</b> YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67	ND EXPENSE ST/ YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35	<u>YEAR 5</u> \$2,880,186.17 [137,454.36] 2,742,731.81 1,644,600.78 256,180.58	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18	100.00% 59.74% 11.01%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o		<u>PERIOD</u> 0.00 5,000.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00	<b>REVENUE A</b> YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00	ND EXPENSE STJ YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00	100.00% 59.74% 11.01% 4.20% 6.77%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses		PERIOD 0.00 5,000.00 1,000.00 17,800.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00 324,358.35	REVENUE A YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00 313,873.35	ND EXPENSE ST/ <u>YEAR3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00 309,762.50	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00 279,826.56	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00 290,175.51	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00 1,517,996.27	100.00% 59.74% 11.01% 4.20% 6.77% 13.36%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o		<u>PERIOD</u> 0.00 5,000.00 1,000.00	<u>YEAR 1</u> \$1,837,973.02 <u>1,837,973.02</u> <u>936,626.22</u> 280,311.75 120,694.00 308,120.00 324,358.35	<b>REVENUE A</b> YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00	ND EXPENSE STJ YEAR 3 \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00	100.00% 59.74% 11.01% 4.20% 6.77%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o		PERIOD 0.00 5,000.00 1,000.00 17,800.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00 324,358.35	REVENUE A YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00 313,873.35	ND EXPENSE ST/ <u>YEAR3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00 309,762.50	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00 279,826.56	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00 290,175.51	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00 1,517,996.27	100.00% 59.74% 11.01% 4.20% 6.77% 13.36%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o Facility Expenses		PERIOD 0.00 5,000.00 1,000.00 17,800.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00 324,358.35	REVENUE A YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00 313,873.35	ND EXPENSE ST/ <u>YEAR3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00 309,762.50	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00 279,826.56	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00 290,175.51	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00 1,517,996.27	100.00% 59.74% 11.01% 4.20% 6.77% 13.36%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o		PERIOD 0.00 5,000.00 1,000.00 17,800.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00 324,358.35	REVENUE A YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00 313,873.35	ND EXPENSE ST/ <u>YEAR3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00 309,762.50	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00 279,826.56	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00 290,175.51	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00 1,517,996.27	100.00% 59.74% 11.01% 4.20% 6.77% 13.36%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o Facility Expenses		PERIOD 0.00 5,000.00 1,000.00 17,800.00	<u>YEAR 1</u> \$1,837,973.02 1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00 324,358.35 1,970,110.32	<b>REVENUE A</b> YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00 313,873.35 1,920,582.41	ND EXPENSE ST/ <u>YEAR 3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00 <u>309,762.50</u> 2,184,287.47	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00 <u>279,826.56</u> 2,314,595.60	<u>YEAR 5</u> \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00 290,175.51 2,413,122.41	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00 1,517,996.27 10,802,698.20	100.00% 59.74% 11.01% 4.20% 6.77% 13.36% 95.08%
	Total Revenue From Above Cushion for enrollment fade Estimated Actual Gross Revenue Expenses: Personal, Fringe Benefits and Taxes Contracting Services Security deposit for facility Administrative Operations Deposit to the State of Ohio Auditor Instructional Expenses Rent, telephone, supplies and other pre-o Facility Expenses		PERIOD 0.00 5,000.00 1,000.00 17,800.00	<u>YEAR 1</u> \$1,837,973.02 936,626.22 280,311.75 120,694.00 308,120.00 324,358.35 1,970,110.32 (\$132,137.30)	REVENUE A YEAR 2 \$2,191,574.11 (92,965.78) 2,098,608.33 1,189,848.70 228,052.67 87,492.69 101,315.00 313,873.35 1,920,582.41 \$178,025.92	ND EXPENSE ST/ <u>YEAR 3</u> \$2,316,805.57 (110,481.68) 2,206,323.89 1,440,574.05 236,763.09 88,642.83 108,545.00 309,762.50 2,184,287.47 \$22,036.43	ATEMENT <u>YEAR 4</u> \$2,599,939.37 (124,040.02) 2,475,899.35 1,575,759.56 249,867.35 89,747.13 119,395.00 279,826.56 2,314,595.60 \$161,303.75	YEAR 5 \$2,880,186.17 (137,454.36) 2,742,731.81 1,644,600.78 256,180.58 90,870.54 131,295.00 290,175.51 2,413,122.41 \$329,609.40	Five Year Total \$11,826,478.24 \$11,361,536.40 6,787,409.31 1,251,175.44 477,447.18 768,670.00 1,517,996.27 10,802,698.20	100.00% 59.74% 11.01% 4.20% 6.77% 13.36% 95.08%

Note: If NOCA does not receive from ODE the second year state grant for starting charter schools, NOCA should still be cashflow positive in the second and all suceeding years.

	DETAILED CURRENT BUDGET AND 5 YEAR FORECAST NORTHWEST OHIO CLASSICAL ACADEMY As of March 12, 2020						NOTE: Difference in cash balance between As are paid within the school year.			Assumption/5Year Forescast and Balance Sheet is due to forecast assumes all expenses Balance sheet assumes some expenses (principally related to payroll) will be paid the first month of succeedding year.											
	Beginning July 1, 2019		DR	<u>CR</u>	Ending June 30, 2020		DR	<u>CR</u>	Ending June 30, 2021		DR	<u>CR</u>	Ending June 30, 2022		DR	<u>CR</u>	Ending June 30, 2023		DR	<u>CR</u>	Ending June 30, 2024
ASSETS																					
<u>Current Assets</u> Cash and cash equivalents Accounts Receivable	\$76,795.00	(1) (2) (3) (4)	50,000.00 200,000.00 56,765.00	132,137.30	\$251,422.70	(5) (6) (9)	178,025.92	50,000.00 50,000.00	. ,	(7) (8) (9)	22,036.43	100,000.00	\$251,485.05	(8) (9)	161,303.75	50,000.00	\$362,788.80	(9)	329,609.40		\$692,398.20
Bond Insurance deposit Rental security deposit	50,000.00 5,000.00	(1)		50,000.00	0.00 5,000.00	(5)	50,000.00		50,000.00 5,000.00				50,000.00 5,000.00				50,000.00 5,000.00				50,000.00 5,000.00
Total Current Assets	131,795.00				256,422.70				384,448.62	-			306,485.05				417,788.80				747,398.20
Total Assets	\$131,795.00				\$256,422.70				\$384,448.62	=			\$306,485.05				\$417,788.80				\$747,398.20
LIABILITIES Current Liabilities																					
Accounts Payable Accrued Wages	\$4,300.00	(3)		49,500.00	\$4,300.00 49,500.00				\$4,300.00 49,500.00				\$4,300.00 49,500.00				\$4,300.00 49,500.00				\$4,300.00 49,500.00
Hillsdale Loan Payable Deferred Rent		(2)		200,000.00	200,000.00	(6)	50,000.00		150,000.00 0.00	(7)	100,000.00		50,000.00 0.00	(8)	50,000.00		0.00				0.00
Pension Payable		(3)		7,265.00	7,265.00				7,265.00	-			7,265.00				7,265.00				7,265.00
Total Current Liabilities	4,300.00				261,065.00				211,065.00	-			111,065.00				61,065.00				61,065.00
Total Liabilities	4,300.00				261,065.00				211,065.00				111,065.00				61,065.00				61,065.00
NET POSITION Unrestricted Net Position	127,495.00	(4)	132,137.30		(4,642.30)	(9)		178,025.92	173,383.62	(9)		22,036.43	195,420.05	(9)		161,303.75	356,723.80	(9)		329,609.40	0 686,333.20
Total Liabilities	\$131,795.00	- =	438,902.30	438,902.30	\$256,422.70		278,025.92	278,025.92	\$384,448.62	=	122,036.43	122,036.43	\$306,485.05	=	211,303.75	211,303.75	\$417,788.80	=	329,609.40	329,609.40	\$747,398.20
Proof	0.00				0.00				0.00				0.00				0.00				0.00

(1) = Return on bond premium from State of Ohio

(2) = Multi-year loan from Hillsdale College

(3) = Estimate of payroll and related costs for school year 2019/2020 to be paid in July 2020.

(4) = Recognize financial results for school year 2019/2020.

(5) = Reinstate security deposit with State of Ohio if security bond can not be purchased without personal guarantee

(6) = Repay principal per loan contract with Hillsdale College for school year 2020/2021

(7) = Repay principal per loan contract with Hillsdale College for school year 2021/2022.

(8) = Repay principal per loan contract with Hillsdale College for school year 2022/2023.

(9) = Recognize financial results for school years 2020/2021; 2021/2022; 2023/2024; 2024/2025.