

This **CHARTER** is entered into by and between **St. Aloysius** (“**Sponsor**”) and **Lake Erie International High School** (“**School Governing Authority**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **11728 Detroit Avenue, Lakewood, Ohio 44107** (address of school) (“**School**”) in **Cuyahoga County**, Ohio; and

WHEREAS, the **School** is located in the **Cleveland Metropolitan School District** (school district); and

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

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

ARTICLE I

Purpose

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

1.2 **Trade Names.** The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the

Sponsor within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2024, no later than December 31 of the current year, 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 three (3) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within three (3) business days after notice to the **School** 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 and in accordance with the written agreement entered into with the Department of Education and Workforce under division (B) of Ohio Revised Code Section 3314.015, 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; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in Attachment 6.4b, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Department of Education and Workforce on at least an annual basis;
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (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) Take steps to intervene in the **School's** operation to correct problems in the School's overall performance.
 - i. If necessary declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
 - ii. The **Sponsor** may take over the operation of the **School** and may remove or replace School Governing Authority members at its sole discretion should the School Governing Authority or any of its members: (1) materially and substantially modify the operations of the school without approval from the **Sponsor**; (2) abandon or be in material breach of its duties hereunder or at law, or (3) for other good cause.

For purposes of this section, “for other good cause” means the following: a) the Governing Authority’s prolonged failure or refusal to act on any lawful directive given by the **Sponsor**; b) the Governing Authority’s continued failure to substantially perform its duties for a period of thirty (30) days after written demand from the **Sponsor** is delivered where the failure is specifically identified and remedy can be achieved within thirty (30) days; c) misappropriation (or attempted misappropriation) of School funds; d) a Governing Authority member or members has knowingly made a false certification to the **Sponsor**; e) the Governing Authority has willfully engaged in misconduct, which is deemed by the **Sponsor** in good faith to be materially injurious to the **School** or potentially injurious to the School, monetarily or otherwise; or f) Governing Authority members exhibit dishonesty, habitual neglect, persistent and serious deficiencies in performance of its duties, incompetence in the performance of its duties, or acts in a manner that is likely to cause immediate and irreparable harm to the school or its students. In all cases the **Sponsor** will limit this power to the extent necessary.

- iii. If necessary, suspend the operation of the school pursuant to Ohio Revised Code section 3314.072 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**;
 - iv. If necessary, terminate the contract of the school pursuant to Ohio Revised Code section 3314.07 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
- (e) Monitor and evaluate the **School’s** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
- (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and
- (f) Provide in writing the annual assurances for the **School** no later than ten (10) business days prior to the opening of the **School**, as required in R.C. Section 3314.19; and
- (g) Abide by the requirements in the Sponsor’s contract with the Department of Education and Workforce, even should those requirements affect the **School** and/or the **School Governing Authority**;
- (h) Other activities designed to specifically benefit the **School**;

- (i) The **Sponsor** will oversee community school closure; and
- (j) Have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

ARTICLE II

School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors “Board”) must contain at least five (5) Directors (“Directors” it “members”), who are not owners or employees, or relatives of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Current resumes which shall include full name, home and/or work address, a valid telephone number and electronic mail address 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 including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within three (3) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5).

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

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

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

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not

offered by the **Sponsor**, this training must be approved by the **Sponsor** and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion.

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

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

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

Written notice of any of the above must be submitted to the **Sponsor** no later than three (3) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

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

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance which shall be readily accessible at all times.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
 - (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and
 - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
 - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
 - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
 - (v) Check Register – a listing of all checks for the month; and
 - (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
 - (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
 - (viii) Enrollment Records – in the form of monthly FTEs; and

- (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report .

Fiscal Officers will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. Both the Fiscal Officer and School Governing Authority will be notified if the **Sponsor** does not receive the required data within seven (7) calendar days of the deadline. Additionally, failure to provide the **Sponsor** with the required data within fifteen (15) calendar days of the deadline may result in a Corrective Action Plan; and

- (c) Signature on this document shall be evidence of granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Department of Education and Workforce, or other required governmental agencies.
- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions, to the extent it does not violate the attorney-client privilege.
- (f) The **School Governing Authority** shall have a post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

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

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

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

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the **School**, the chief administrative officer and other administrative employees of the **School**, and all persons contracted by the School's operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

ARTICLE III

Operations

3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan at all times in accordance with R.C. 3327.016. Under R.C. 3314.091 and 3327.02, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. The **School Governing Authority** must then submit a plan as prescribed by R.C. 3314.091, which includes approval and signature of the **Sponsor**.

3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2](#) and the term of such contract may exceed the term of this Charter.

Should the **School Governing Authority** seek to engage a new operator post-execution of this Charter, alter operators during its duration, or transition to independent operation, the **Governing Authority** must furnish information via the provided application to the **Sponsor**, outlining the school's transition plan, demonstrating available resources for the transition, and proposing a new operational method or operator deemed superior to the current operator at least forty-eight hours prior to notifying the current operator of their removal. The **Sponsor** is prohibited from contacting either the current or proposed operator prior to evaluating the transition plan.

The **Sponsor** will assess the school's transition plan, available transition resources, and the proposed new operational method or operator, and will promptly furnish the **School Governing Authority** with a written response within a reasonable amount of time of receiving the transition plan. Should the **Sponsor** disapprove of the transition, deem the resources inadequate, or disapprove of the new operational method, they will notify the **School Governing Authority** of the deficiency prior to the School Governing Authority providing notice to the current operator.

The **School Governing Authority** shall not contract with a new operator before the **Sponsor's** evaluation and approval is complete. Should the **Governing Authority** contract with a new operator without approval from the **Sponsor**, then the Operator Agreement shall be void and unenforceable. In such case the Sponsor shall carry out its responsibilities as enumerated in Section 1.4 (d) up to and including removal of the Governing Authority.

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

If the operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the operator 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 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 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 operator. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor by October 30th** of each year excluding the first year of operation.

3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School and School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4](#).

3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.

3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6110 and 5502.262, the **School Governing Authority or designee** shall submit to the director of public health an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in [Attachment 3.7](#). Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** within

the first two (2) months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of the community it serves.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#) and shall be followed and may not be changed without the prior written consent of the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude; and
- (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; and

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the School is located. Preference may also be given to eligible siblings of such students attending the **School** the previous year and children of full-time staff members employed by the School, provided the total number of children of staff members receiving this preference is less than five percent of the **School’s** total enrollment. The lottery may be conducted by the Board’s designee, which may include the operator, and the designee shall comply with the lottery policy adopted by the **School Governing Authority**; and

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:
 - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or

- (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
- (iii) Permit the enrollment of students who reside in any other district in the state.

(d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on their local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance.

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

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

3.9.3 The **School Governing Authority** agrees to adopt a student residence and address verification policy for students enrolling in or attending the school pursuant to ORC 3314.03(A)(33).

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-five (75) 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. The **School's** attendance and participation records shall be made available to the Department of Education and Workforce, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services.

3.12 **Students with Disabilities.** The **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).

3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated, or replace the entire **School Governing Authority** or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.

3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, shall comply with the requirements in R.C. 3302.42 (Online learning model); R.C. 3314.013 (Limits on internet- and computer-based schools), R.C. 3314.20 (Enrollment limits for internet or computer-based schools); R.C. 3314.21 (Internet or Computer Based schools); R.C. 3314.22 (Child entitled to computer supplied by school); R.C. 3314.23 (Compliance with Standards); R.C. 3314.232 (Standards for learning management software); R.C. 3314.24 (No contracts for facility space after 7-1-04); R.C. 3314.25 (Computer-based schools to provide location for statewide tests); R.C. 3314.251 (Locations for counseling, instructional coaching, targeting assistance); R.C. 3314.26 (Withdrawal of computer-based school student not taking tests); 3314.261 (Internet – or computer-based school attendance), and 3314.262 (Internet – or computer-based school student automatic withdrawal); R.C. 3314.27 (Maximum daily hours by computer-based school student); 3314.271 (Orientation course); R.C. 3314.28 (Plan by computer-based schools for services to disabled students); R.C. 3314.29 (Division of certain internet-or computer-based community school), including the following:

a. The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. The **School** shall provide upon request from the student or the student's parent or guardian such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the school; and

b. The **School** shall provide a plan regarding how teachers will conduct visits with students throughout the school year. That plan shall be included as a part of [Attachment 6.3](#), the **School's** Education Plan. The plan must include the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted; and

c. The **School** will set up a central base of operation and the **Sponsor** will maintain a representative within fifty (50) miles of the base of operation to provide monitoring and assistance; and

d. The **School** will annually prepare and submit to the Department of Education and Workforce a report that contains the following information:

- (i) Classroom size;
- (ii) The ratio of teachers to students per classroom which is currently 1:125 and as this ratio may be updated pursuant to R.C. 3314.21(B)(3);
- (iii) The number of student-teacher meetings conducted in person or by video conference; and
- (iv) Any other information determined necessary by the Department of Education.

e. The **School** will complete the plan for providing special education and related services to students with disabilities as required by the Department of Education and Workforce pursuant to rules adopted under Ohio Revised Code 3323.02 and submit the completed plan to the **Sponsor** on or before the required date.

f. No internet- or computer-based school shall be permitted to enroll more than one thousand (1,000) students within its first year and must maintain student maximum enrollment limits as described in R.C. 3314.20.

3.15 [RESERVED]

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

3.17 **School Designations.** This School has not been created by converting all or part of an existing public school or educational service center building and is not to be a new start-up school. If this **School** is determined to be a conversion school by the Department of Education and Workforce, the **School Governing Authority** shall comply with Ohio Revised Code 3314.03(A)(17) and 3314.03(B)(3). The School Governing Authority is not seeking a designation as a STEM school equivalent under Ohio Revised Code section 3326.032. The School Governing Authority is not intending to use a blended learning model as defined in Ohio Revised Code 3301.079.

ARTICLE IV

Compliance With Laws

4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings - exceptions), 149.43 (Availability of public records for inspection and copying), 2151.357, (Response respecting sealed records – index – limited inspection), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of assessments), 3301.0712 (College and work ready assessment system), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, board), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.5318 (Mental health training for coaches), 3313.5319 (Cash payments at school-affiliated events), 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 (Advanced standing programs 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), 3313.6024 (Report on prevention-focused programs), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement), 3313.6028 (Literacy curriculum), 3313.6029 (Parental notification of student assessment results), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.6413 (Free feminine hygiene products in schools), 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, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal based on absences; removal from grades pre-k through three; civil immunity; decisions not to provide mental health services), 3313.669 (Threat assessment teams) and 3313.6610 (Anonymous reporting programs), 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), 3313.7112 (Diabetes care), 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), 3313.7117 (Individualized seizure action plans), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a

la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 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), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.0812 (Pre-service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (Student record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students, duties of board), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 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 and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian or other person having care of any absent student), 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), 3322.20 (Ohio computer science promise program), 3322.24 (High school credit for courses under Ohio computer science promise program), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5502.703 (Ohio School Safety and Crisis Center), and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 2744 (Political Subdivision Tort Liability), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 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 and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), and section 2921.42 (Having an unlawful interest in a public contract) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy. Additionally, each **School Governing Authority** member must sign a conflict of interest statement upon appointment to the **Governing Authority**.

If the **School** operates a preschool program that is licensed by the Department of Education and Workforce, the **School** shall comply with sections 3301.50 to 3301.59 of the Revised Code and the minimum standards for preschool programs under 3301.53 of the Revised Code.

The **School** shall also comply with R.C. 3302.04 (School district improvement - continuous improvement plan) and R.C. 3302.041 (Implementation of 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 **School** will comply with sections 3313.6021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school district unless it is either of the following (i) An internet- or computer-based community school; (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

The **School** will comply with section 3321.191 of the Revised Code (Adoption of policy regarding student absences; intervention strategies), unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

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 also comply with all applicable sections of Ohio Revised Code Chapter 3114 (Community Schools).

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.

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

ARTICLE V

Facilities

5.1 **Location of Facility**. The facility to be used for the **School** will be maintained at **11728 Detroit Avenue, Lakewood, Ohio 44107**. 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 three (3) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the operator, must be documented in writing.

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

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

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

5.2 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities will be maintained in a clean, healthy manner to the satisfaction of the **Sponsor** and/or as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

5.3 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. **The School shall serve grades 9-12 and ages 15-22** and students over 22 years of age that are eligible to participate in a competency-based education program authorized by Ohio Revised Code section 3314.38. The **School** shall provide an education plan as detailed in **Attachment 6.3** for all grades listed in this charter. The education plan shall include the characteristics and ages

of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 If the **School** is a traditional K-12 education school and it does not have at least one-hundred (100) students thirty (30) days prior to the first day of school or if the **School** is a drop-out recovery and prevention school and does not have seventy-five (75) students enrolled thirty (30) days prior to the first day of school, the **School** shall not be permitted to open unless it will be managed by an operator that the **Sponsor** determines has sufficient resources and demonstrated successful support or a school with a low enrollment. If the **School** will be managed by an operator as determined, 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 Department of Education and Workforce. 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 operator 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 Department of Education and Workforce.

6.1.2 If the **School** is a traditional K-12 education school and does not maintain at least one-hundred (100) students during the school year, or if the **School** is a drop-out recovery and prevention school and does not maintain seventy-five (75) students during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation or suspend the **School's** operations.

6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law or this Charter, whichever is greater. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned with the Ohio's New Learning Standards including English, Language Arts and Mathematics (Common Core State Standards), Science and Social Studies 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 classroom based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). [Attachment 6.3](#) shall also include an explanation of how the educational program will be implemented within the **School's** facility.

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [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 Department of Education and Workforce. The **School Governing Authority** may not change the school calendar or bell schedule without prior approval from the **Sponsor** and the Department of Education and Workforce and after consulting with each local traditional school district that transports students to the **School**. Any changes made without this approval may result in a corrective action plan.

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

6.4 **Accountability Standards.** The **School's** academic and non-academic 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 will impact grade card performance and align to grade card components by October 15th. Each year the **School** will be assessed on its performance on these goals and applicable local report card measures, such measures as set forth in section 3302.03 or 3314.017 of the Revised Code, per the performance framework in [Attachment 6.4b](#). If the **School** does not meet the goals established in [Attachment 6.4](#) it will be placed in intervention status. The **School Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments approved by the Department of Education and Workforce 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, met and completed. The nationally normed standardized assessment approved by the Department of Education and Workforce 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** within ten (10) days of the School receiving the results and/or no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, for all students, in order to provide guidance for the **Sponsor** to review yearly progress. All assessments and intended benchmarking are identified in [Attachment 6.5](#).

6.6 **High School Diplomas**. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.61, 3313.611, 3313.6114, 3313.614, 3313.617, 3313.618, and 3313.6027 of 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 Department of Education and Workforce graduation 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 **Annual Report**. The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school improvement status of the most current school year as issued by the Department of Education and Workforce and statement from the **Sponsor**, its activities and standards.

7.2 **Reports to Sponsor**. The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.

7.3 **Site Visits**. The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits. **Sponsor** shall inform the **School** within 24 hours if the site visit requires requests for documents and/or data or classroom observation. The **Sponsor** may make impromptu visits as the **Sponsor** deems advisable or necessary.

7.4 **One Needs Assessment and One Plan Checklist**. The New Community School Checklist One Needs Assessment and One Plan of the **School** shall be submitted to the **Sponsor**.

ARTICLE VIII

Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3314.03 and R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, the **School** will pay teachers based upon performance in accordance with Ohio Revised Code section 3317.141 and will comply with Ohio Revised Code section 3319.111 as if it were a school district. 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 Department of Education and Workforce, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty (40) 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, unless the school is approved as an internet- or computer-based school and then the ratio be in accordance with Section 3.14. 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 1 to 25. The **School** may also employ necessary non-teaching employees. To the extent state licensure requirements change during the term of this Charter, the **School** shall comply with state licensure standards and shall not be required to comply with licensure requirements contained in this section, to the extent they conflict. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff that aligns to the organizational chart included as [Attachment 8.1](#).

8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter.

8.1.2 The **School** shall not employ an individual described in Ohio Revised Code Section 3314.104 in any position.

8.2 **Staff Evaluation.** Each **School** must have a valid process, similar to the Ohio Teacher Evaluation System (OTES) and the Ohio Principal Evaluation System (OPES), for evaluating teachers and principals/superintendents that includes goal setting and annual review that includes not less than two (2) formal observations during the school year and review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Department of Education and Workforce and the performance rubric must be aligned to the

OTES rubric. A **School Governing Authority** member or designee and/or regional manager of the operator shall undergo appropriate training/credentialing by the Department of Education and Workforce and be responsible for evaluating the principal/superintendent. If the **School** has committed to the Race to the Top (RttT) funding, the **School** must use the OTES and OPES frameworks for all evaluations.

8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in [Attachment 8.3](#).

8.4 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits as set out in [Attachment 8.4](#). In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes [Attachment 8.4](#) to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

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

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

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

ARTICLE IX

Finance

9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.

9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

9.2.2 The **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.

9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.

9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Department of Education and Workforce. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should

the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law. If the operator does not comply with the request of the **School Governing Authority**, the **School Governing Authority** shall notify the **Sponsor** immediately.

9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**.

9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account, and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, allowing the **School's** fiscal officer time to review and/or dispute the amount to be debited. 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 Department of Education and Workforce or 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 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **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 insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders..** The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in

advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities including without limitation, any action approved by the **School Governing Authority** under ORC 2923.122(D)(1)(d);
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; or
- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

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

ARTICLE XI

General Provisions

11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.

11.2 **Termination and Cancellation of Charters.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination of this Charter.

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Department of Education and Workforce 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, assume the operation of the **School** under Section 1.4 of this Agreement or in accordance with Ohio Revised Code section 3314.073(B), including replacing the entire **School Governing Authority** or any member of the School Governing Authority, 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 Department of Education and Workforce may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.

- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or **Sponsor's designee** has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the **Sponsor's designee** access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA").
- (i) If the **School** closes, the **School's** operator or the **School's** chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties. If the parties are unable to agree in Mediation then the dispute shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. It is understood that the arbitration would be administered by the arbitration organization, under its rules, and would include the use of the organization's arbitrators. The arbitration shall take place in Franklin County, Ohio. All potential arbitrators shall have experience in Community School Law and all issues concerning the arbitrability of a dispute shall be decided by the arbitrator. All fees and cost of the arbitration shall be shared equally by the parties.

11.5 **Term.** This Charter shall be for a **term of five (5) years commencing on July 1, 2024 and ending on June 30, 2029.** During the **2028-2029** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** as outlined in 11.6, which shall occur prior to any contract renewal or at least every five (5) years, whichever comes first. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4.**

11.5.1 Each approved new school applicant 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 the Department of Education and Workforce to grant an initial six (6) year term to any approved new school applicant, 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.

11.6 **Contract Renewal** The conditions for renewal are:

- (a) Within the term of this charter, the **School** may be permanently closed if the Department of Education and Workforce determines that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the **School** receives a rating of at least 2 Stars [Meets] in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent. After the **School** is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.
 - (i) **West Cleveland Drop Back In dba: Frederick Douglass HS**
 - (ii) **Flex High School Cleveland**
 - (iii) **Old Brook High School**
 - (iv) **Regent High School**
 - (v) **Towpath Trail High School**
- (c) If the **School** received a grade of 2 Stars [Meets] in only one (1) applicable LRC graded component for the most recent school year, the **Sponsor** may offer a new contract up to three (3) years.
- (d) If the **School** received at least 2 Stars in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, the **Sponsor** may offer a new-contract term between three (3) and five (5) years.
- (e) If the **School** received a grade of at least 3 Stars [Meets] in multiple LRC graded measures for the most recent school year, the **Sponsor** may offer a new contract of between five (5) years to seven (7) years.
- (f) If the **School** receives at least 4 Stars [Exceeds] in multiple LRC graded components, the **Sponsor** may offer a new contract term between seven (7) or ten (10) years.

For all schools that are offered a new contract, the new contract is being offered based upon the prior performance of the **School**, and if the **School** is currently utilizing the services of an operator, this renewal is being offered upon the anticipated continual services of that operator for the entire length of the term of the new contract being offered.

Unless the **School Governing Authority** gives notice as required under this Agreement or in accordance with Ohio Revised Code section 3314.07(D), if the **Sponsor** has offered an option to renew this agreement and no new agreement has been executed, at the conclusion of the term of this Agreement, this Agreement shall renew automatically for consecutive one year terms until a new agreement has been executed, or the **Sponsor** gives notice to the **School** of non-renewal.

11.7 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 15th of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

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

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

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

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** if the **Sponsor** sends to the School Governing Authority a written notice of the **Sponsor's** intent to suspend the operation of the contract. The notice shall explain the reasons for the **Sponsor's** intent to suspend operation of the contract and shall provide the **School Governing Authority** with five (5) business days to submit to the **Sponsor** a proposal to remedy the conditions cited as reasons for the suspension. The **Sponsor** shall promptly review any proposed remedy timely submitted by the School Governing Authority and either approve or disapprove the remedy. If the **Sponsor** disapproves of the proposed remedy, if the **School Governing Authority** fails to submit a proposed remedy in the manner prescribed by the **Sponsor**, or if the **School Governing Authority** fails to timely implement the remedy as approved by the **Sponsor**, the **Sponsor** may suspend operation of the **School** pursuant to procedures set forth in ORC 3314.072(D).

The **School** may be suspended for the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards of fiscal management, (3) failure to comply with any provision of this Charter or applicable state or federal law, or (4) other good cause.

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, At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

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

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

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

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

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

- (a) The date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as prescribed in R.C. 3314.07(B)(23); or
- (b) If an informal hearing is requested under R.C. 3314.07(B)(3) and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

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

11.11 [RESERVED]

11.12 **Compliance with Requests of Sponsor**. The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for the **Sponsor** to assume the operation of the **School**, under Section 1.4 of this Agreement, including replacing the entire **School Governing Authority** or any member of the School Governing Authority, suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

11.13 **Headings**. Headings are for the convenience of the parties only. Headings have no substantive meaning.

11.14 **Assignments**. This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.

11.15 **Notice**. Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any board member.

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

It is expressly understood and agreed to between the parties that during the Term (and any renewal term), **Sponsor** is permitted to delegate at its discretion, any and all of its duties under this Agreement to Charter School Specialists, LLC and any of its members, employees, agents, contractors, or representatives.

11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the **School** and be based on best practices provided by NACSA with a commitment to growth and progress. The **School Governing Authority** acknowledges that it is anticipated that the **Sponsor** could update this Charter at any time to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the **School** understands that modification may be necessary during the term of this Charter. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

11.18 **Changes in Rule or Law.** The **School, Sponsor** and **School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes

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

11.20 **Sponsor Authority.** **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 Department of Education and Workforce (DEW). **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}

Executed this 10 day of June, 2024 in Lakewood, Ohio.

Sponsor
St. Aloysius

School Governing Authority of
Lake Erie International High School

By: DocuSigned by:
John Bandy
D068D4AADCA443B...
(Name)

By: Jo-Anna Pugh-Fitzpatrick
Jo-Anna Pugh-Fitzpatrick
(Name)

Its: President and CEO
(Title)

Its: President
(Title)

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

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/22/2012	201223401105	AMENDMENT TO ARTICLES (AMD)	50.00	.00		.00	.00

Receipt

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

APRIL HART CO. LPA
2529 CANTERBURY RD.
CLEVELAND HTS, OH 44118

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1293139

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

LAKE ERIE INTERNATIONAL HIGH SCHOOL

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

Document(s)

AMENDMENT TO ARTICLES

Document No(s):

201223401105



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 17th day of August, A.D.
2012.

Jon Husted

Ohio Secretary of State



Form 541 Prescribed by:
JON HUSTED
Ohio Secretary of State

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

Mall this form to one of the following:

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

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

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

2012 AUG 17 AM 10:51

Check the appropriate box:

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

Complete the following information:

Name of Corporation

THE LIFE SKILLS CENTER OF LAKE ERIE

Charter Number

129 3139

Check one box below:

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

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

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

Required

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

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

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

THE LIFE SKILLS CENTER OF LAKE ERIE

Signature

Deanne Haef

By (if applicable)

April Hart

Print Name

Signature

By (if applicable)

Print Name

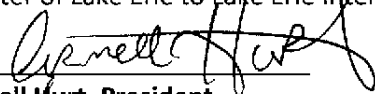
Life Skills Center of Lake Erie June 20, 2012

Motion to authorize by: Terry Walker

Second to the motion by: Lillie Blair

All in favor; Motion passed.

RESOLVED: that the Board of Directors authorizes the school name to be changed from the Life Skills Center of Lake Erie to Lake Erie International High School.



Arnell Hurt, President



Form 590 Prescribed by:
JON HUSTED
Ohio Secretary of State

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

Consent for Use of Similar Name

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

Name of Entity/Individual Giving Consent

Charter/Registration/License Number of Entity giving Consent

Gives it Consent To

To Use The Name

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

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

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

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

LAKE ERIE INTERNATIONAL HIGH SCHOOL CODE OF REGULATIONS

100 BOARD OPERATING PROCEDURES

ARTICLE I. GENERAL

Section 1. Corporation.

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

Section 2. Operation, Objectives, and Guiding Principles.

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

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

Notwithstanding any other provision of this Code of Regulations:

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

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II.
DIRECTORS

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

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

Section 3. Qualifications. Board Members must reside within 50 miles of the School. At least one-third (1/3) of current Directors must have significant ties to the Cleveland community. The remaining Directors shall demonstrate an interest in the area of education.

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

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

ARTICLE III.

MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

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

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

Section 3. Meetings of the Board.

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

Section 4. Compensation-Board Stipend Policy.

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

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

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

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

ARTICLE IV.
OFFICERS

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

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

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

ARTICLE V.
DUTIES OF OFFICERS

Section 1. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He or She shall preside at all meetings of the Board of Directors. He or She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature; and shall have all the powers and duties prescribed by the General Corporation Act. President shall further have the power to appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; to appoint individuals to act as spokesperson, or representatives for the organization; periodically consult with board members on their roles and help them assess their performance; to act as a representative and contact person for the board in pending legal matters and such other duties as from time to time may be assigned to him/her by the Board of Directors.

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

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

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

Section 4. Board Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall serve as an Ex-Officio board

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

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

ARTICLE VI. SEAL

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

ARTICLE VII.
COMMITTEES

Amended 2018

Section 1. Standing or Special Committees:

The Board shall have standing or special committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President. Committees shall be less than a quorum of the then current members. If a committee consists of more than a quorum of the Board, public notice of meeting shall be posted as allowed under Ohio Law.

Section 2. Finance Committee:

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

Section 3. Nominating Committee:

The Nominating Committee shall be responsible for identification of future Directors who are elected to serve the Board. Duties: The Nominating Committee will identify, recruit and nominate persons to serve as members and officers of the Board; the Board will consist of five to no more than eleven members. The Board will identify the "type" of member that will add value, diversity and fill any gaps needed at the time of vacancies; keeping in mind the needs of the students and school. When the board accepts a resignation or removal of a Board member the Nomination Committee may request referrals for new members and identify the number of openings. Resumes or Vitas shall be sent to the Nomination Committee within 30 days. The nomination Committee will set up interviews within the next 30 days and ask those selected as final candidates to secure a BCI/FBI fingerprint form that into be sent directly to the Sponsor. The Nominating Committee will forward the candidates email to the Board attorney to forward the Conflict of Interest statement to the candidate and then send to the Sponsor.

When the candidates(s) are selected they will be invited to the next scheduled Board meeting for introduction and further interview by the Board. Upon receipt of the letter of

approval from the Sponsor the Board will schedule an agenda item for the Board to vote to nominate and appoint. The Board may go into executive session to discuss before the vote if necessary.

ARTICLE VIII.
NONDISCRIMINATORY POLICY

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

ARTICLE IX .
CONFLICT OF INTEREST

Section 1. CONFLICTS OF INTEREST POLICY AND DISCLOSURE STATEMENTS

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

ARTICLE X.
INDEMNIFICATION

Section 1. Indemnification.

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

Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

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

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

Section 2. Insurance.

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

ARTICLE XI. AMENDMENTS

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

ARTICLE XII. DISSOLUTION

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

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

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

Section 4. Staff, Board Consultants and Independent Contractors.

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/29/2002	200201701786	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

TEAMOR & ASSOCIATES
1422 EUCLID AVE
SUITE 1510
CLEVELAND, OH 44115-2065

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1293139

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

THE LIFE SKILLS CENTER OF LAKE ERIE

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200201701786



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 28th day of January, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State

**ARTICLES OF INCORPORATION
OF
THE LIFE SKILLS CENTER OF LAKE ERIE**

Non-Profit Corporation

November 30, 2001

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq of the Ohio Revised Code, does hereby state the following:

ARTICLE ONE

The name of the Company shall be:

The Life Skills Center of Lake Erie

ARTICLE TWO

The place in the State of Ohio where the Corporation's principal office shall be located is Cleveland, Cuyahoga County, Ohio.

ARTICLE THREE

The purposes for which the Corporation is formed are:

- a) To hold title to property, to provide educational, developmental, community based beneficial services to the public, collect income therefrom and further to engage in any other lawful activities or purposes pertaining to corporations organized under all relevant sections of the Ohio Revised Code section 1702.01(C) in regard to non profit corporations.
- b) To serve people and engage in programs dedicated to educate the young people of the Cuyahoga County area.

ARTICLE FOUR

The several clauses contained in this Article shall be construed both as purposes and powers and the statements contained in each clause shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inferred from, the term of any other clauses but shall be regarded as independent purposes and power.

ARTICLE FIVE

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

Robert Townsend
6100 Richmond Road
Oakwood Village, Ohio 44146

James Haynes
3500 Lawton Lane
Pepper Pike, Ohio 44124

Edward D. Wilkins, Sr.
3605 East 104th Street
Cleveland, Ohio 44105

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Sole Incorporator on this 30th day of November, 2001.

By: _____


Ricardo Teamor, Sole Incorporator

APPOINTMENT OF STATUTORY AGENT

The undersigned, being the Sole Incorporator of The Life Skills Center of Lake Erie, hereby appoints Ricardo Teamor, a natural person and resident of the State of Ohio, as the Statutory Agent of The Life Skills Center of Lake Erie upon whom any process, tax notices, or demands required or permitted by law to be served upon The Life Skills Center of Lake Erie may be served. The complete address of Ricardo Teamor is 1422 Euclid Avenue, Suite 1510, Cleveland, Ohio 44115-2065.

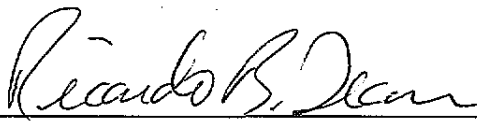
By: 
Ricardo Teamor, Sole Incorporator

November 30, 2001

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

To Whom it May Concern:

I, Ricardo Teamor, hereby accept appointment as the Statutory Agent of the above-named corporation upon whom any process, notice, or demand required or permitted by law to be served upon such corporation may be served.


Ricardo Teamor
1422 Euclid Avenue
Suite 1510
Cleveland, Ohio 44115-2065

November 30, 2001

LAKE ERIE INTERNATIONAL HIGH SCHOOL
Financial Policies Manual
Formal Board Purchasing Policies

Rev.: Date: May/2023

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E. Pex Card Policy

Approved: Date: September 2023

Board Finance Committee

Title 1 : Purpose and Scope

1.1 General

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

1.2 Governing Authority Expenditures

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

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

1.3 Application

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

Title 2 : Financial Management System

2.1 General Requirements

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

2.2 Documentation Requirements

2.2.1 General

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

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

LEVEL II Financial Policies Manual – The financial Policies Manual establishes requirements and guidelines for the overall management of finance.

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

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

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

2.2.2 Financial Policies Manual

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

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

Initial Review/Approval – The CFO approves the final Financial Policies Manual. The Board approves the Financial Policy. Revisions to the Financial Policies Manual are subject to the same review and approval process as the original.

Title 2: Financial Management System

Revisions are subject to the following:

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

Controlled/Uncontrolled Copies:

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

Revision Distribution:

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

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

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

A record is maintained by the CFO for all controlled copies of this Financial Policy Manual. Manuals are either controlled or uncontrolled issues. The Board Finance Committee and the School's EMO/Director/Superintendent use only controlled copies unless otherwise authorized.

Title 2: Financial Management System

2.2.3 Control of Documents

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

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

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

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

Document Revisions are subject to:

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

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

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

2.2.4 Control of Records

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

The CFO is responsible for the Control of Financial Records.

The EMO/Director/Superintendent are also responsible for documentation, accumulation and maintenance of financial records.

Title 3: Management Responsibility

3.1 Management Commitment

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

3.2 Board Policy

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

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

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

3.3 General Financial Planning

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

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

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

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

3.4 Financial Management System and Planning

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

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

3.5 Responsibilities, Authority and Communication

3.5.1 Responsibility and Authority

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

3.5.2 Board Representative

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

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

3.3.3 Internal Communication

The EMO/Director/ Superintendent ensures that appropriate communication processes are established within the organization.

3.6 Management Review

3.6.1 General

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

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

3.6.2 Review Input

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

3.6.3 Review Output

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

Title 4 : Resource Management

4.1 Provision of Resources

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

4.2 Human Resources

4.2.1 General

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

4.2.2 Competence, Awareness and Training

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

4.2.3 Infrastructure

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

Title 5: Financial Processes

5.1 Purchasing Process

The Board of Directors have developed, documented and implemented procedures and systems to ensure that material, products and services purchased from suppliers conform to specified requirements. The EMO/Director/Superintendent (designee) is responsible for Purchasing procedures and the CFO is responsible for the collection of all relevant documentation, such as records.

5.1.2 Purchasing Information

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

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

5.1.3 Verification of Purchased Product

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

5.2 Accounts Payable and Payment Processing

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

The Board of Directors and the EMO/Director/Superintendent is responsible for verifying purchases and services and the CFO is responsible for check processing.

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

5.2.1 Classification In Accordance with USAS

The Uniform School Accounting System (USAS) is based upon the use of a combination of dimensions (different sets of codes, each of which supplies different elements of information). By selecting the most appropriate code within each required dimension, each financial transaction of the School will be adequately identified.

Subject codes are assigned by the Department of Education. (See EMIS web site for the most current information). The CFO is responsible for ensuring that all purchases and invoices related thereto- of any kind are assigned to the appropriate budget ledger code.

5.3 Accounts Receivable and Treasury Management

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

The Board Finance Committee(designee) is responsible for verifying and resolving to accept revenue and the CFO is responsible for deposits.
The CFO is responsible for all relevant documentation, such as records.

5.4 Fixed Asset Processing

The Board of Directors have developed, documented, and implemented procedures and systems to ensure that fixed assets purchased or donated from vendors, parents, students, and the State conform to specified requirements. Capitalization of fixed assets is set at individual items that cost more than \$5,000. The EMO/Director/Superintendent is responsible for verifying fixed assets and oversight of the inventory. The Board Finance Committee(designee) and CFO are responsible for all relevant documentation, such as records, and schedules. This process is specified under ***Exhibit A- Board Policies: [109](#) and [103](#).***

5.5 Travel Policy

The Board of Directors have developed, documented, and implemented procedures and systems to ensure that travel by Board Director's or their designees conform to specified requirements. This process is specified in ***Exhibit B- Board Policy [110](#).***

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

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

5.6 Investment Policy-The Board Directors have developed, documented, and implemented procedures and systems to ensure sound priorities and guidelines regarding the investment management of the funds of School which are held in trust, by the School's Board of Directors (such funds hereinafter referred to as "School" funds or School Portfolio). Such priorities and guidelines are based upon Chapters 135.14 and 135.142 of the Ohio Revised Code and prudent money management. This policy includes (totally or partially) sections of the statute in order to describe eligible investments. In some sections, the policy places further limits upon the use of eligible investments or investment transactions. Investment process and procedures are under ***Exhibit C- Board Policy [111](#)***

5.6.1 Investment Processing

In certain sections, the policy places further limits upon the use of eligible investments or investment transactions. This process is specified in ***Exhibit C. Board Policy 111***

The CFO is responsible for verifying investments and investment transactions.

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

5.7 Receipt and Expenditure of Federal Funds

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

The Board delegates to its CFO the responsibility for receiving, reviewing and submitting to the Ohio Department of Education for approval of all invoices related to the expenditure of Federal funds. The EMO/Director/Superintendent shall present to the CFO invoices related to the expenditure of funds on eligible activities under the Application. In requesting reimbursement, the EMO/Director/Superintendent shall certify to the CFO that to the best of his or her knowledge all expenditures have been made in accordance with the Application and in accordance with federal law.

Receipt and Expenditure of Federal Funds-Policies; Procedures and Conflicts of Interest are identified under ***Exhibit D. Board Policy 108***

Title 6: Financial Reporting, Analysis and Monitoring

6.1 General

The Board of Directors; Its CFO and the EMO/Director/Superintendent understand that financial reporting, analysis and monitoring are necessary to ensure:

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

6.2 Financial Reporting

6.2.1 Bank Reconciliation

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

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

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

6.2.2 Financial Reports

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

The CFO is responsible for preparing all financial reports per documented procedures. The CFO develops a schedule for all financial reports according to established timelines or special requests.

Reports are prepared according to GASB, GAAP, Board requirements and/or other established laws and regulations plans. Copies of all reports are forwarded to the Board, appropriate government agency, or other interested party and maintained by the CFO.

6.3 Financial Analysis and Monitoring

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

6.3.1 Variance Analysis and Fund Balance Monitoring

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

6.4 Control of Nonconforming Issues

CFO and the EMO/Director/Superintendent EMO are jointly responsible to establish, implement and maintain documented procedures to ensure that nonconforming issues are

handled as defined in the 1) Board Policy Manual; 2) This Financial Policy Manual and, 3) in compliance with appropriate laws and regulations.

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

6.5 Improvement

6.5.1 Continual Improvement

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

6.5.2 Corrective Action

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

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

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

6.5.3 Preventive Action

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

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

Title 7: Policy Exhibits

Exhibit A

109 Board of Directors Fixed Asset Policy

The Board of Directors (Board) has issued the following Fixed Asset Accounting Policy in order to set forth the requirements for the identification, inventory and reporting of all property owned by the Board. The Board is ultimately responsible for assigned property and enforcement of the policy.

Fixed Assets to be Capitalized:

- a. have a value of \$5,000 or more
- b. have a useful life of one year or more
- c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture and Fixtures, Equipment, Computers & Software, or Construction- In-Progress (as set forth below)
- d. must be of a tangible, distinguishable nature (possess unique physical substance)
- e. are not repair parts, component parts or supplies, maintenance or service fees

Asset Classes

Land:

Land is real property, which generally includes both surface and content of land. Land includes not only the general contract price, but also related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal cost or not capitalized. Land record should include the parcel number and or the lot, book and tract, as well as identification of use and location.

Buildings:

Buildings are real property consisting of structures erected above or below the ground for the purposes of sheltering persons or property. Building costs include construction and purchase costs, and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees, and similar types of costs. Building records should include a quantitative and qualitative description of each structure or segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria, and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregation of these costs will ease

accountability for replacing or improving the component parts and avoid pyramiding the asset value.

Building Improvements:

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility with the building. A building improvement must have a significant impact and be a material amount (\$2,500.00 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

Furniture & Fixture:

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless those are nominal. Fixed asset records should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

Equipment:

Equipment is defined as personal property not attached to land, building or improvements in which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless these are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Computers & Software:

Computers & Software are defined as personal property not attached to land, building or improvements in which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless these are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Construction-In-Progress:

Construction in progress is used for temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including total cost held for retainage, architecture, engineer and permit fees, equipment and storage, interest costs applicable to the period of construction and other costs required to finish the project. Construction in progress should not be depreciated and should be shown separately on the Balance sheet with other non-depreciable assets such as land and permanent land improvements.

Used Equipment:

When the Board acquires used equipment, the following requirements must be adhered to:

1. The invoice must specify “Used” as appropriate
2. The Acquisition Cost, as noted on the invoice, will determine original cost-value
3. For determining useful life, one-half of a similar new asset useful life will be used

Federal Program Property:

All acquisitions of federal property must be placed into the Boards inventory, consistent with the above capitalize requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: “Title 1 FY2002”. Publications detailing Capital Asset federal grant regulations:

OMB Circular A-87
OMB Circular A-102
OMB Circular A-110
OMB Circular A-21

Depreciation:

Depreciation is required for the Board's capital assets. Depreciation is calculated using the Straight-Line method. The Board calculates depreciation on all capital assets reported in the Board's financial statements other than land, permanent improvements to land, and construction in-progress.

Pro-Rate convention states that fixed assets are acquired through out an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins, or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal. The “Book Value” is the original cost less accumulated depreciation.

Useful Lives:

Useful lives of fixed assets are expressed in terms of the probable years of service. The Board has established the following categories of useful lives for its capital assets:

Land improvements 10 years
Buildings & additions 20 years
Building improvements 20 years
Furniture, Fixtures, and Equipment 5 years
Computers 3 years
Software 3 years

Fixed Asset System Maintenance:

1. Initial identification of qualified fixed assets
2. Maintaining the data records as required
3. Assignment of actual cost, Useful life and other required information
4. Determining Book Value for authorized sale items
5. Initiating the annual physical inventory process

Management Company Responsibilities:

The Board has delegated to the management Company the following responsibilities:

1. Ensuring all disposition forms or processes required in a timely manner
2. Ensuring that, when necessary, proper reporting of stolen items is communicated
3. Ensuring an accurate annual inventory be conducted and reported

Physical Inventory of Fixed Assets:

A periodic physical inventory of Fixed Assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the Board to:

1. Confirm and validate fixed asset records and/or
 2. Comply with legal, auditing/reporting and insurance requirements
- Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterizes movable. The actual comparison is the responsibility of the management company. The management company will for the complete report and a copy of the inventory to the Board for final review and comparison semi-annually. If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to ensure all purchases and disposals are recorded, tracking assets and not on the listed location to determine if they are improperly recorded elsewhere, retaining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to ensure it has been corrected.

Tagging of Assets:

The Management Company shall be responsible for the placement of tags identifying proper Board ownership of all assets purchased in excess of \$1000. The Company shall further provide a list of “Board Tagged Assets” within 30 days of the completion of the Inventory Period.

103 BOARD OF DIRECTORS RECORD RETENTION POLICY

Record Custodian: The orderly acquisition, storage and retention of school records is essential for the overall efficient and effective operation of the Board and School. The Board of Directors has appointed record custodians to govern matters pertaining to Board and School records, their retention and disposal in accordance with ORC 149.41.

The record custodians shall consist of the Board Counsel, the Board Treasurer and the School’s EMO/Director/Superintendent. The Record Custodians shall work together to

ensure safekeeping of document under the retention periods for documents identifies below

Retention Policy: The BOARD OF DIRECTORS recognizes that it is essential to retain all documents necessary for the operation of its business, accounting records, tax returns, documents necessary for potential IRS inquiries and audits, and all documents that might be relevant in pending, imminent, or reasonably foreseeable investigations or litigation.

The BOARD also recognizes, however, that with the passage of time most documents no longer fall into any of these categories, and there is no business reason to incur the cost and administrative burden of storing these unnecessary documents.

Moreover, reducing the volume of retained documents lowers the cost and time required to retrieve documents that are important to BOARD's ongoing operations. Therefore, the purpose of this policy is to reduce the high cost and administrative burden of storing an ever-increasing accumulation of documents that BOARD no longer needs to conduct its business, and to reduce the cost of retrieving documents that are needed by BOARD.

While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

(a) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the School's revenues. Tax records should be retained for at least six years from the date of filing the applicable return.

(b) Board Minutes and Board Materials. Meeting minutes should be retained in perpetuity in the Board's minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the Board. Board Policy Books and Board, other adopted School Policies shall be maintained for no longer than one year after superseded. Board Agenda shall be maintained until superseded Board audio tape of meeting shall be held for two years.

(c) Press Releases/Public Filings. The Board should retain permanent copies of all press releases and publicly filed documents under the theory that the Board should have its own copy to test the accuracy of any document a member of the public can theoretically produce against that Board.

(d) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(e) Marketing and Sales Documents. The Board should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally

three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for a least three years beyond the life of the agreement.

(f) Contracts. Final, executed copies of all contracts entered into by the Board should be retained. The Board should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(g) Electronic Mail. E-mail that needs to be saved should be either:

- (i) printed in hard copy and kept in the appropriate file; or
- (ii) downloaded to a computer file and kept electronically or on disk as a separate file.

(h) Student Records and Data, School and Employee Records and Other School Data. Records held by School Management shall be retained for the relevant periods as defined by the Auditor of State and according to the attached School Record Retention Schedule as used by the State Auditor.

Exhibit B
BOARD OF DIRECTOR'S TRAVEL POLICY

The Board of Directors for School has resolved to establish the following procedures and standards for the handling of travel and transportation expenses of all Board Members. Any Director traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Directors will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, aside from travel to and from Board or Committee Meetings, must be obtained by properly completing the Travel Expense Reimbursement Report, in the form attached hereto as Exhibit A, with the Board Treasurer. If a Director travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

I. COST STANDARDS

1. Transportation

- a. Common Carrier- Travel by air, rail or bus must be at the lowest and best available rate.
- b. Private Car- Reimbursement will be at the current IRS rate.
- c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
- d. Costs resulting from parking and traffic violations are not reimbursable.
- e. Use of a rental car is not reimbursable unless identified on the Part I request and pre-approved by the Board President and Board Treasurer. The Board will only reimburse at the midsize sedan rental rate unless otherwise approved (e.g., van for seven people).

2. Hotel:

- a. A single room is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.
- b. Safe arrival call- on extended travel (at least one night away from home), the Director will be allowed one safe arrival telephone call to his/her place of choice, not to exceed five dollars (\$5.00) (including hotel charges, if any) upon submission of documentation. The Director should identify the safe arrival call on the hotel bill in order to be reimbursed.

3. Meals:

- a. A receipt must be submitted for each reimbursable meal to support the reimbursement.
- b. Meals and incidentals will be reimbursed at the IRS maximum per diem rate. (See IRS Publication 1542.). No increased meal allowances are permitted. Use of meal and incidental allowance for purchase of alcohol is prohibited. Incidentals are expenses for laundry, cleaning and pressing of clothing and fees and tips for services, such as for porters, waitresses/waiters, and baggage carriers.
- c. Travel must occur during a reasonable mealtime for the meal to be reimbursed.
- d. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. Meals included as part of your registration fees should be detailed on the registration form included with your Travel Expense Reimbursement Report. If meals are included as part of registration, you will not be reimbursed for a meal purchased during the time when the seminar is providing a meal. Continental breakfasts will not be considered a meal.
- e. Meals paid for locally will only be reimbursed if they are part of a seminar or training registration or incurred while conducting business (i.e., lunch meeting with consultants). Locally is considered within 30 miles of the worksite.

4. Miscellaneous Expenses:

- a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, received, and explained.
- b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts. Any receipt that appears to be altered will not be reimbursed.

Exhibit C
BOARD OF DIRECTORS
INVESTMENT POLICY

I. INTRODUCTION

The purpose of this investment policy is to establish priorities and guidelines regarding the investment management of the funds of School which are held in trust, by the School's Board of Directors (such funds hereinafter referred to as "School" funds or School Portfolio). Such priorities and guidelines are based upon Chapters 135.14 and 135.142 of the Ohio Revised Code and prudent money management. This policy includes (totally or partially) sections of the statute in order to describe eligible investments. In some sections, the policy places further limits upon the use of eligible investments or investment transactions.

II. INVESTMENT OBJECTIVES

The investment objectives of the district, in priority order, include:

A. Compliance with all Federal and State Laws

B. Safety of Principal

Safety of principal is the most important objective. The investment of District funds shall be conducted in a manner that seeks to ensure the preservation of capital within the context of the following criteria:

- Market Risk (Interest Rate Risk)

The market value of securities in the Schools' portfolio will increase or decrease based upon changes in the general level of interest rates. The effects of market value fluctuations will be minimized by:

- (1) maintaining adequate liquidity to pay current obligations;
- (2) diversification of maturities; (3) diversification of assets.

- Credit Risk

Credit risk is the risk of loss due to the failure of a security issuer to pay principal or interest, or the failure of the issuer to make timely payments of principal or interest. Eligible investments affected by credit risk include certificates of deposit, commercial paper, and bankers' acceptances. Credit risk will be minimized by:

- (1) diversifying assets by issuer;
- (2) ensuring that required, minimum credit quality ratings exist prior to the purchase of commercial paper and bankers, acceptances; and
- (3) maintaining adequate collateralization of certificates of deposit.

C. Liquidity

The portfolio shall remain sufficiently liquid to meet all current obligations of the School. Minimum liquidity levels (as a percentage of average investable funds) may be established in order to meet all current obligations without having to sell securities. The portfolio may also be structured so that securities mature concurrently with cash needs.

D. Yield

The School's portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the School will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

III. AUTHORIZED INVESTMENTS (ITEMIZED)

- U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Assn. (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Student Loan marketing Assn. (SLMA), Government National Mortgage Association (GNMA), and other agencies or instrumentalities of the United States. Eligible investments include securities that may be "called" (by the issuer) prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.
- Commercial paper issues of companies incorporated under the laws of the United States or any state, provided that such companies have assets in excess of \$500 million; eligible commercial paper shall also be rated in the highest classification (at the time of purchase) by at least two standard rating services. The final maturity of commercial paper shall be no longer than 180 days from the date of purchase.
- Bankers' acceptances issued by any bank domiciled in the State of Ohio or bankers' acceptances issued by any domestic bank rated in the highest category by one of two nationally recognized rating agencies. The final maturity of bankers' acceptance shall be no longer than 180 days.

NOTE: The maximum allowable percentage of commercial paper and bankers' acceptances is defined under Section 135.142 ORC. • Interim deposits in the eligible institutions applying for interim monies as provided in Section 135.08 ORC.

- No-load money market mutual funds, as defined in 135.14(b)(5), rated in the highest category by at least one nationally recognized rating agency, investing exclusively in the same types of eligible securities as defined in Division B (1) or B (2) under 135.14 ORC, and repurchase agreements secured by such obligations. Eligible money market funds shall comply with 135.01 ORC, regarding limitations and restrictions.

- Repurchase agreements with any eligible institution mentioned in Section 135.03 ORC, or any eligible securities dealer pursuant to division (M) of this section, except that such eligible securities dealers shall be *restricted to primary government securities dealers*. Repurchase agreements executed with eligible broker/dealers will settle on a delivery vs. payment basis with repurchase collateral held at a qualified custodian or agent, designated by the School. Eligible repurchase collateral is restricted to securities listed in division (B)(1) or (B)(2) under 135.14 ORC. The market value of securities subject to a repurchase agreement must exceed the principal value of the repurchase amount by at least 2%. Prior to the execution of any repurchase transaction, a master repurchase agreement will be signed by the School and the eligible parties.
- The state treasurer’s investment pool [STAR OHIO], pursuant to 135.45 ORC.

IV. Safekeeping and Custody

Securities purchased for the will be held in safekeeping by a qualified Board Trustee and/or Board Fiscal Officer(hereinafter referred to as the “Custodian”), as provided in Section 135.37 ORC. Securities held in safekeeping by the Custodian will be evidenced by a monthly statement describing such securities. The Custodian may safe keep the School’s securities in (1) Federal Reserve Bank book entry form; (2) Depository Trust Company (DTC) book entry form in the account of the Custodian or the Custodian’s correspondent bank; or (3) Non-book entry (physical) securities held by the Custodian or delivery vs. Payment (DVP) procedures. The records of the Custodian shall identify such securities in the name of the School.

V. School Board

An investment report will be prepared on a quarterly basis and made available to the Board of Directors for school. The report will include the following specific areas: the investment inventory, transactions for the period, and realized income. Changes/modifications to the investment policy shall be submitted to the School’s Board Members for approval. Any amended policy that has been approved by the Board Members of the School shall be filed with the Auditor of State.

VI. Portfolio Reporting

The School shall maintain an inventory of all portfolio assets. A description of each security will include security type, issue/issuer, cost (original purchase cost or current book value), par value (maturity value), maturity date, settlement date (delivery versus payment date of purchased or sold securities), and any coupon (interest) rate. The investment report will also include a record of all security purchases and sales. Regularly issued reports will include a monthly portfolio report and a quarterly portfolio report, detailing the *current* inventory of all securities, all investment transactions, any income received (maturities, interest payments, and sales), and any expenses paid. The report will also include the purchase yield of each security, the average-weighted yield and average weighted maturity of the portfolio. The portfolio report shall state the name(s) of any persons or entity effecting transactions on behalf of the investing authority.

VII. Investment Advisors, Qualified Dealers and Financial Institutions

The School may retain the services of one or more registered investment advisor(s). The investment advisor(s) will assist in the management of the School's portfolio and will share the responsibility for the investment and reinvestment of such investment assets, including the execution of investment transactions. Upon the request of the School's Treasurer, the investment advisor will attend meetings and will discuss all aspects of the School's portfolio, including bond market conditions affecting the value of the School's investments. The investment advisor(s) will be required to issue monthly and quarterly portfolio reports as defined under Section VI of this investment policy ("Portfolio Reporting"). The investment advisor(s) may transact business (execute the purchase and/or sale of securities) with eligible Ohio financial institutions, primary securities dealers regularly reporting to the New York Federal Reserve Bank, and regional securities firms or broker dealers licensed with the Ohio Department of Commerce, Division of Securities, to transact business in the State of Ohio. All persons or entities transacting investment business with the School are required to sign the approved investment policy as an acknowledgment and understanding of the contents of said policy.

VIII. Sale of Securities Prior To Maturity

Portfolio securities may be "redeemed or sold" prior to maturity under the following conditions:

- (1) To meet additional liquidity needs
- (2) To purchase another security to increase yield or current income
- (3) To purchase another security to lengthen or shorten maturity
- (4) To realize any capital gains and/or income
- (5) To increase investment quality

Such transactions may be referred to as a "sale and purchase" or a "bond swap". For purposes of this section, redeemed shall also mean "called" in the case of a callable security.

IX. Procedures for The Purchase And Sale Of Securities

Securities will be purchased or sold through approved brokers/dealers on a "best price and execution" basis. All such investment transactions will be communicated by facsimile transmission to the Treasurer or to an authorized representative, designated by the Treasurer. A purchase or sale of securities will be represented by transaction advises issued by the School's investment advisor(s) which will describe the transaction, including par value, coupon (if any), maturity date, and cost. A facsimile transmission will also be sent to the Treasurer's designated custodian bank and will serve as an authorization to said custodian to receive or deliver securities versus payment. Confirmation advice, representing the purchase or sale of securities, will be issued by the eligible broker/dealer and sent to the investing authority. Copies of such advice will be sent to the School's investment advisor.

X. Statements of Compliance

This investment policy has been approved by the investing authority and the governing board and filed with the Auditor of State, pursuant to 135.14(N)(1) ORC. All brokers, dealers, and financial institutions executing transactions initiated by the Treasurer or the School's investment advisor(s) have signed the approved investment policy. Investment policies (signed by such brokers, dealers, and financial institutions) are filed with the Treasurer. The School's investment advisor(s) is/are registered with the Securities and Exchange Commission and possesses public funds investment management experience, specifically in the area of state and local government investment portfolios. The investment advisor(s) has/have additionally signed the approved investment policy and the signed policy is filed with the Treasurer. Any amendments to this policy will be filed with the Auditor of State (Attn: Clerk of the Bureau, P.O. Box 1140, Columbus, OH, 43216-1140) within fifteen days of the effective date of the amendment.

Exhibit D
Receipt and Expenditure of Federal Funds-Policies; Procedures and
Conflict of Interest -Part B

108 PROCUREMENT – FEDERAL GRANTS/FUNDS

NOTE 2021 REVISION

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing policy.

The District shall take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in **Conflict of Interest Policy- Part B**.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage,

the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list at any time and they must re-qualify every twenty-four (24) months in accordance with administrative procedures established by the Superintendent.

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which

it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$50,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

C. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for supplies, materials, or equipment which exceeds \$50,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy [500-Contracts and Commodities](#) . Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. Bids associated with new construction, remodeling, renovation, and professional services as it relates to District-owned facilities for shall be solicited in accordance with the provisions of State law and Policy [600- Construction Contracting](#). Bids shall be solicited from prequalified vendors or contractors. The invitation to bid shall be publicly advertised.
3. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
4. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
5. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
6. The Board reserves the right to reject any or all bids for sound documented reason.

D. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing

decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

Conflict of Interest-Part B (Board of Education's members *and the District's employees, officers and agents*).

- A. The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Board of Education's members, and the District's employees, officers and agents. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence in the School District. For these

reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines apply to all District employees, officers and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees, officers and agents.

1. No employee, officer or agent shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
2. Employees, officers and agents shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's, officer's or agent's employment or professional relationship with the District through his/her access to School District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a

condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees, officers and agents shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- B. Exceptions to Part A of this policy shall be approved by the Superintendent **before** entering into any private relationship.
- C. Employees, officers and agents cannot participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees, officers and agents can not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

- D. To the extent that the District has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.
- E. Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

- F. Employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, as permitted by applicable Board policy.

EXHIBIT E

CREDIT CARD AND PEX ACCOUNT POLICY

Lake Erie International High School- Pex Card Policy

PEX Card. PEX Card is a corporate prepaid card solution small and medium sized companies use to control employee spending. PEX Card is a next generation Visa prepaid corporate card service SMBs use to control employee expense spending.

The Lake Erie International High School Board of Directors recognizes the value in having an efficient method of payment and record keeping for certain expenses.

The Board therefore, authorizes the use of pex cards. The authorization, handling and use of pex cards has been established to provide a convenient and efficient means to purchase goods and services from vendors.

Pex cards, however, shall not be used in order to circumvent the general purchasing procedures established by state law and board policy. The Board affirms that pex cards shall only be used in connection with board-approved or school-related activities and that only those types of expenses that are for the benefit of the school and serve a valid and proper public purpose shall be paid for by pex card.

However, under no circumstances shall pex cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

Use of pex cards in an unauthorized or illegal manner may result in revocation of pex card privileges, disciplinary action and/or, where appropriate, may require the user to re-pay any and all inappropriate charges—including finance charges and interest assessed in connection with the purchase.

Additionally, any officer or employee of the school who knowingly misuses a pex card account is guilty of the criminal offense of misuse of pex cards.

Any violation will be reported to the appropriate law enforcement authorities and any applicable licensure board(s).

Subject to the discretion of the Board and the approval of the EMO, pex cards may be used for the eligible goods and services including:

- Transportation reservations and expenses, including airline tickets for conference attendance out of State;
- Conference registrations;
- Hotel reservations guarantees and expenses;
- Reasonable meal expenses (both in-town and out of town), including a maximum gratuity of fifteen percent (15%), excluding alcoholic beverages.

Employees may submit for reimbursement the cost of traveling incidentals such as mileage, meals, and other travel costs such as parking, cab fees, and luggage fees on the employee reimbursement form, which shall be subject to review and administrative authorization, subject to the limitations noted in the school's reimbursement policy;

- Purchases from vendors who do not accept purchase orders or vouchers, with approval from the EMO; Safety and security reasons in connection with a student field trip, competition, and/or other activity or event;
- Other purchases approved by the EMO and Board on a case by case basis;
- Board approved group travel where two or more employees are traveling to the same conference with a travel plan budget greater than \$1,000.

a. The travel group must submit a travel plan budget to the EMO and Board for approval prior to expending any funds. The travel plan will list the names of employees in the travel group, the costs of transportation, lodging (hotel), registration, other costs of the trip and estimated reimbursable expenditures.

b. A designated supervisor in charge, administrator in charge, or employee in charge must be listed in the travel plan budget. The designated person in charge must secure the

pex card, utilize the pex card for the travel group, and abide by the requirements of this policy.

Officers and employees are liable in person and upon official bond for any unauthorized use of pex cards and any officer or employee who suspects the loss, theft, or possibility of unauthorized use of a pex card must notify the EMO and treasurer immediately, who shall notify the board.

Use of the school pex card for any cash withdrawal transaction is strictly prohibited.

The EMO shall retain general possession and control of the pex card account or presentation instruments related to an account, such as pex cards and checks. The supervisor, administrator, or staff member will be required to sign an acknowledgment statement at the end of this policy that he/she has read the pex card policy, understands it, and agrees to abide by the pex card policy prior to using the pex card or.

The Treasurer's office will review the attached supporting information and contact the pex card user for additional information or notification of unauthorized pex card usage if determined necessary.

Each request for use of a school pex card shall contain:

- Purpose;
- EMO and Board approval for group travel (approved purchase order as listed above also required). This includes designation of the pex card group travel user;
- EMO and Board approval for expenditures deemed necessary on a case by case basis;

Upon receipt of a school pex card, employees shall:

- Inform merchants that the purchase is for "official school business" and is not subject to state or local sales tax;
- Maintain pex cards in a secure fashion and prevent unauthorized charges to the account;
- Use reasonable care when making purchases online, refrain from providing the pex card number to unknown online merchants, and must not auto-save pex card number

for any online account;

- Maintain sufficient documentation of all purchases, including, but not limited to: charge receipts, original cash register slip or other detailed receipt, and invoices;
- Immediately notify the EMO if the card is lost or stolen or is s/he becomes aware of a data breach that may involve the card.

Refrain from allowing anyone else to use the pex card or account number;

- Refrain from splitting the costs of an invoice or purchase in order to circumvent the pex card process and established, pre-approved single purchase limit, monthly spending limits, and / or funds availability.

The officer or employee is liable in person and upon any official bond to reimburse the school the amount for which the officer or employee does not provide itemized receipts in accordance with the pex card policy described herein. The Treasurer's Office will notify the officer or employee of the amount of expenditures that are not substantiated by itemized receipts and the amount due to the school.

Employees, when possible, shall include an original cash register slip or other detailed receipt (i.e., a receipt from a restaurant itemizing all purchases made), in addition to the receipt copy of all charges.

Employees shall specify on the back of the receipt the following information:

- 1) A brief description of the school-related purpose of the purchase
- 2) The names and affiliation of each attendee if a purchase is made on behalf of a group of individuals

Failure to return school pex cards and/or receipts within the below-referenced time period may result in the suspension of pex card privileges, the required repayment of charges being

unrelated or unsubstantiated, and/or the employee being subject to discipline.

Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the School within thirty (30) business days.

If an employee reimburses the School for an unsupported purchase, it shall be documented in the monthly pex card reconciliation.

The Treasurer will keep a record / activity log of all pex card uses and review and approve all purchases to verify that the expenses are incurred in connection with board-approved or school-related activities, are for the benefit of the school, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

Strictly prohibited pex card expenditures include: cash withdraws, entertainment, alcoholic beverages, and personal services. Strictly prohibited pex card expenditures will be charged to the card user, and the card user must pay these strictly prohibited expenditures back to the school upon receipt of invoice from the school.

Each Pex Card User will:

- Obtain proper approval through an approved purchase order and requisition signed by the EMO and treasurer. Attach the purchase order;
- Obtain proper EMO and Board approval for group travel plan budgets or case by case basis items;
- Sign the acknowledgment section at the end of this policy for checking out and using the pex card, agreeing to this policy and the user requirements stated in this policy;
- Return the pex card within five (5) days of the usage period, attaching all of the detailed information required as listed above within five (5) business days;

- Sign the return of card acknowledgement at the end of this policy returning the card and required documentation within five (5) business days;
- Reimburse the school for any unauthorized, unrelated, or unsubstantiated purchases within thirty (30) business days.

Pex Card User Acknowledgement:

The pex card user acknowledges the following:

The pex card user obtained proper EMO and Board approval for group travel if applicable.

The pex card user agrees to secure the pex card and to comply with the policy for proper use and authorized expenditures.

The pex card user agrees to individually reimburse the school for any unauthorized, unrelated, or unsubstantiated purchases within thirty (30) business days as listed above.

Anticipated date of card use: _____

Date of required card return: _____ (last day to be used, date returning from travel)

Purpose for Use
: _____

I _____
have read and understand the Use of Pex Cards Policy and agree to comply with all of its requirements. I agree that unauthorized, unrelated, or unsubstantiated purchases will be reimbursed by me individually back to the school within thirty (30) business days as listed above. The school may charge me for unauthorized, unrelated, or unsubstantiated purchases as noted in the policy. I acknowledge that I may be subject to discipline, up to and including termination, for violating the Use of Pex Cards Policy.

Name _____

Date _____ Date of Check
out _____

Annual Meeting FY 23-24

Management Agreement

(August 1, 2022)

This **MANAGEMENT AGREEMENT** (“Agreement”), is made and entered into by and between EEG High School, LLC, an Ohio limited liability company (“EEG”) and Lake Erie International High School **Inc.**, a non-profit education corporation (the “School”), (which is governed by a Board of Directors herein referred to as the “Board”) (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the School has requested or secured authorization from the Sponsor (as hereinafter defined) to operate a community school pursuant to the Ohio Community School Law.

WHEREAS, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in-turn creates opportunities in careers and/or college.

WHEREAS, the School desires to contract with EEG to receive such management, educational, financial, and other consulting services necessary to form and operate a school, and EEG desires to contract with the School to provide such Management Services; and

WHEREAS, the School and EEG are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management by EEG on behalf of the School.

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Management Services to be provided by EEG.

In order to support the School in delivering the terms of the Contract, EEG in exchange for the fees provided herein agrees to provide the School, in accordance with the terms of the Contract, the School's Mission and Purpose and all applicable laws, the management and day-to-day operation functions as follows:

A. Education Program. EEG shall implement the educational program and the program of instruction. EEG shall provide all administrative and educational services of the School. EEG shall be responsible for the day-to-day supervision of administrative and teaching staff and the day-to-day supervision or implementation of the educational program of instruction. EEG will be responsible for the following areas:

- Recruitment and hiring of all staff including Administrative, Educational and support staff (collectively “Staff”) in conjunction with the School’s Governing Authority. Prior to the commencement of and during the school year, determine the staffing levels including teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, as required by law, to the School. All teachers shall hold the requisite teaching certificate in accordance with applicable law. Staff may work on a full- or part- time basis.
- Management of day-to-day activities of Staff.
- Manage and maintain all employee files and human resource processes.
- Performance and Evaluation of Staff which includes assigning, disciplining, transferring and terminating personnel, consistent with the Contract, Mission, and state and federal law. EEG shall keep the Board informed of all Staff related actions and decisions on a regular basis.
- Evaluate, recommend and oversee implementation of course and curriculum design.
- Develop, maintain and administer all State-mandated and other testing.
- Select and negotiate terms of procurement of teaching guides, curricula and aids utilized to implement the educational program.
- Perform repeated evaluation, assessment and continuous improvement of the School's educational program, curriculum and program.
- Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Charter/Contract for Community School.
- Perform quality data tracking, including but not limited to student data such as attendance, performance, student earned credits, graduation rates, etc.
- Provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

B. Strategic Planning. EEG shall design strategic plans for the continuing success of the School.

C. Education Management Information System and State Reporting: EEG will provide staff to oversee the SIS (DASL, SOES and ODDEX) and all functions of state reporting.

- Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
- Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
- Responsible for submitting Federal Low Income Count and Economic Status.
- Responsible for submitting Special Education Data.
- Responsible for Reporting of Staff Data.
- Responsible for submitting Course Data.
- Responsible for CRDC reporting as needed.
-

D. Federal Programs/Comprehensive Continuous Improvement Plan: EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.

E. Public Relations/Student Recruitment. EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and agencies.

- Responsible for recruiting and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion.
- Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education ("ODE"), and the Board.

F. Compliance Management.

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board
- Building code compliance

G. Reporting. EEG shall prepare for submission to the Board, the following reports:

- A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.
- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.

- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

H. Student Records.

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent not immediately available to the School. EEG may retain a copy of such records subject to the confidentiality requirements of this agreement and applicable laws.

I. Services to Special Needs Students. EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.

- Manage and oversee the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

J. Facility/Facility Planning.

- Identify necessary components of and possible ideal locations for the School's Facility.
- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School

personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.

- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

K. Procurement - Management of Equipment/Furniture/Property

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Procure teaching supplies.

L. Subcontracts.

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, including without limitation The Educational Empowerment Group, LLC, and EEG reserves the right to recommend the subcontracting for any and all aspects of all services it performs for the School under this agreement, including without limitation payroll, fiscal services and/or any technology services.

M. School Employees and Personnel.

EEG shall select the School Administrator and establish employment terms subject to the approval of the Board of Directors.

All school employees shall be employees of the School's Governing Authority.

2. Obligations of the Charter School.

- A. Compliance with Law and Regulation.** The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt, with consultation from legal counsel, reasonable rules, regulations and procedures applicable to the School and EEG

shall be required by the School to enforce such rules, regulations and procedures at all times.

B. Other Services. To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

C. Insurance. The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

D. Closure. If School permanently closes and ceases its operation as a community school, any property that was acquired by the School and/or EEG in the manner described in this section shall be distributed in accordance with division (E) of section [3314.015](#) and section [3314.074](#) of the Ohio Revised Code.

E. Disclosure. Publication of information regarding management or operation of community schools: EEG shall assist School in the following: (A) Maintaining and annually publishing an accurate record of the names and identifying information of all entities that have entered into a contract with the governing authority of Charter School to manage or operate that school; (B) School shall provide to the Sponsor and the Ohio Department of Education, a copy of the contract between a governing authority and its operator. (ORC Section 3314.031).

3. Term and Termination.

a. **Initial Term.** The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2024 (the "Initial Term").

b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall have an option for up to one (1) additional terms of one year. Each party shall provide the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term."

c. **High Stakes Review:** During the Initial Term as referenced above and within 90 days of the start of this Agreement, EEG shall conduct a "high stakes review" and internal audit of the school's financial state, academic curriculum and daily operations (the "Review"). The Review will be done with the assistance of the Board of Directors, the School Fiscal Officer and the School's legal counsel. Pursuant upon the findings and

recommendations of EEG and the Board of Directors the parties shall agree to amend this Agreement as necessary to provide internal controls; base line data and performance measures and management fee structure incentives in the following areas: 1) Enrollment and Recruitment; 2) Graduation Rates; and 3) Career Technical Education.

d. **Termination.** Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

- i. By both Parties if they agree in writing to the termination;
- ii. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;
- iii. Either Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
- iv. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Contract and (A) EEG does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.
- v. **By the School Without Cause.** Notwithstanding the provisions of the foregoing subparagraph (IV), the School shall have the right (assuming that the Company otherwise has no continuing liability, contingent or otherwise, to third parties under contracts entered into by School) to terminate this Agreement without cause. Provided, however, that upon such termination, EEG shall be entitled to an award of damages equal to the amount of the Management Fee from the date of termination until the stated expiration of the contract (excluding any renewal period) on account of such early termination. The termination shall be effective 30 days after the receipt of written Notice by School.

- vi. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any EEG facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.
- e. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- f. **Obligations on Termination.** Pursuant to early termination (ORC 3314.032), in the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term the following provisions shall apply:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations

hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.

- Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.
- Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to retain all employees designated to the School. EEG agrees to facilitate the exchange of any needed information to ensure a smooth transition of staff employment over to the school.

Upon termination EEG shall not solicit School employees for hire for one year after the effective date of termination.

- All School financial records shall be made available to the School's independent auditor.

4. **Financial Terms.**

Payments. The following shall represent the financial responsibilities between the Parties: During the initial term; The School shall also pay a monthly continuing fee to EEG of Fifteen Percent (15%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses ("Fee"). "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code.

During the Option term; The School shall pay a monthly continuing fee to EEG of Sixteen Percent (16%) of the School's Qualified Gross Revenues.

- The School shall pay any costs required by the Charter not specifically included in this Agreement.
- EEG and School HEREBY STIPULATE that the Charter School entity owns all community school facilities and property including, but not limited to: equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator (ORC 3314.0210).
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.
- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School.
- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.

- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.

5. **Proprietary Information**

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EEG, the School agrees that EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EEG, its employees, members, Board of Directors, officers or subcontractors. The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by EEG, EEG shall have the sole and exclusive right to license such materials for use by other school districts, customers or other persons or entities or to modify and/or sell materials. The School shall treat any proprietary information owned, designed, developed, written, or created by EEG as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by EEG in writing to refrain from disclosing, publishing, copying, transmitting, modifying altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than the extent necessary for implementation of this Agreement.

6. **Indemnification.**

- **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.
- **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG

and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. **Limitation of Liabilities.**

- In no event will the School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- **Charter School Insurance.** The School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an "additional insured" as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- **Liability Insurance.** Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

8. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School: Lake Erie International High School
11650 Detroit Ave.
Cleveland, Oh 44102

CC: April Hart, Esq.
2529 Canterbury Road
Cleveland Heights, Ohio 44118

If to EEG: EEG High School, LLC.
Attention: Officers
1115 S. Main St.
Akron, Oh 44301

9. Miscellaneous.

- **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties.

There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

- Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
- Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.
- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio, and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.

- Additional Programs. The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

Lake Erie International High School, Inc.

EEG High School, LLC.

DocuSigned by:

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By: _____
LEIHS Board President
Title: _____
7/28/2022
Date: _____

DocuSigned by:

5645975740AA4FC...

By: _____
CEO
Title: _____
7/28/2022
Date: _____

ATTACHMENT 3.4 - CLOSING PROCEDURES ASSURANCE DOCUMENT

By signing this document, I **Jo-Anna Pugh-Fitzpatrick**, hereby certify that I am the School Governing Authority President and/or authorized representative of **Lake Erie International High School**. If **Lake Erie International High School** 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 Department of Education and Workforce or the sponsor at the time of the School’s closing or any time thereafter.

Furthermore, the School Governing Authority appoints **April N. Hart, Esq.**, 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 Department of Education and Workforce 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 Department of Education and Workforce 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 the 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.

<p><small>DocuSigned by:</small>  <small>4166E86733A344A...</small></p> <hr/> <p>School Governing Authority President</p>	<p>3/29/2024</p> <hr/> <p>Date</p>
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<p></p> <hr/> <p>Designee</p>	<p>3.29.24</p> <hr/> <p>Date</p>
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<p><small>DocuSigned by:</small>  <small>C24CC6BC7F7F476...</small></p> <hr/> <p>Treasurer</p>	<p>3/30/2024</p> <hr/> <p>Date</p>
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Attachment 3.7

Racial and Ethnic Balance Plan

Whereas, School is a public charter 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.

Whereas, the Lake Erie International High School sets forth the following plan and procedures to achieve or continue racial and ethnic balance:

- 1) The School will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population.
- 2) The school Leader 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 local report cards for which the school draws its students to determine racial balance comparative to the population.
- 3) Marketing plans for the School shall be adjusted to ensure racial diversity. Efforts will be made to draw students from a diverse area to best reflect the local population's ethnic and racial diversity.
- 4) A Racial and Ethnic Balance Report (the "Report") is completed by the school leader in **January of each year** for review by the school governing authority.
- 5) The Report will be evaluated by the school leader and the EMO and presented to the governing authority for review and approval by the February Governing Authority Meeting of each year.

Revised/ re-adopted September 2023

Anh/rev

WHEREAS, the Governing Authority for the Lake Erie International High School adopts the following policy and procedure for admission and enrollment to the school pursuant to ORC 3314.06 (A-H):

1). Admissions Procedures:

Admission to our School is open to any student in entering grades 9-12 AND BETWEEN THE AGES OF 15 THROUGH 22 (15-22) who reside in the district of the State of Ohio and who are entitled to attend school. The School will admit the number of students that does not exceed the capacity of the school's programs, classes, grade levels, or facilities. Students shall be admitted by lot from all those submitting applications. Preference of admission will be given in the following order:

- a. Returning students
- b. Students who reside in the district where the School is located;
- c. Siblings of returning students; and
- d. New students (if space is available).

The School will follow the Ohio Department of Education's Model Student Acceleration Policy for Advanced Learners.

ORC Section 3313.64; 3313.65 and 3314.06 (A); 3314.06 (F); 3314.06 (H).

2). Nondiscrimination Statement:

A. That there will be no discrimination in the admission of students to the school on the basis of race, creed, color, disability, or sex except that: The governing authority may do either of the following :

(i) Establish a single-gender school for either sex;

(ii) Establish single-gender schools for each sex under the same contract, provided substantially equal facilities and learning opportunities are offered for both boys and girls. Such facilities and opportunities may be offered for each sex at separate locations. The purpose of single-gender schools may be established to take advantage of the academic benefits some students realize from single-gender instruction and facilities and to offer students and parents residing in the district the option of a single-gender education.

- B. That admission to the school may be limited to students who have attained a specific grade level or are within a specific age group; to students that meet a definition of "at-risk," as defined in the contract; to residents of a specific geographic area within the district, as defined in the contract; or to separate groups of autistic students and nondisabled students, as authorized in section 3314.061 of the Revised Code and as defined in the contract.**
- C. The governing authority may establish a school that simultaneously serves a group of students identified as autistic and a group of students who are not disabled, as authorized in section 3314.061 of the Revised Code. However, unless the total capacity established for the school has been filled, no student with any disability shall be denied admission on the basis of that disability.**
- D. Upon admission of any student with a disability, the community school will comply with all federal and state laws regarding the education of students with disabilities.**
- E. The School will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except that a school may limit its enrollment to students as described in division (B) of this section.**
- F. That, except as otherwise provided under division (B) of this section or section 3314.061 of the Revised Code, if the number of applicants exceeds the capacity restrictions of division (F) of this section, students shall be admitted by lot from all those submitting applications, 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 be given to siblings of students attending the school the previous year. Preference also may be given to students who are the children of full-time staff members employed by the school, provided the total number of students receiving this preference is less than five per cent of the school's total enrollment.**
- G. Notwithstanding divisions (A) to (H) of this section, in the event the racial composition of the enrollment of the community school is violative of a federal desegregation order, the community school shall take any and all corrective measures to comply with the desegregation order.**

ORC: 3314.06.

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

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

If the student's parent(s) change the location of the parent(s)' or student's primary residence, the parent(s) is required to notify the school.

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

- i. Completed Registration Form
- ii. Student’s birth certificate
- ii. Photo identification of parent/guardian enrolling the student
- iv. Student’s current immunization record

b) Proof of Residency :

- i) A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
- ii. bank statement
- iii. notarized statement of residency
- iv. Custody paperwork, if applicable
- v. A utility bill or receipt of utility installation issued within 90 days of enrollment;

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

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

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

6. Residency Verification

A. It shall be the policy of the governing authority of the School to review the residency records of students enrolled in accordance with ORC Section 3314.11. Upon the enrollment of each student and on an annual basis, the governing authority shall verify to the department of education the school district in which the student is entitled to attend school under section [3313.64](#) or [3313.65](#) of the Revised Code.

This policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the district the student is entitled to attend.

B. The following documents may serve as evidence of primary residence:

- (1) A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
- (2) A utility bill or receipt of utility installation issued within ninety days of enrollment;
- (3) A paycheck or pay stub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
- (4) The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
- (5) Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence. The superintendent of the School shall develop guidelines for determining what qualifies as an "official document" under this division.

C. For purposes of making the determinations required under this Policy, 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.

D. If the School determines the school district a student is entitled to attend under section [3313.64](#) or [3313.65](#) of the Revised Code differs from a district's determination, the School shall provide the school district with documentation of the student's residency and shall make a good faith effort to accurately identify the correct residence of the student.

E. When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or when 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 section [3313.64](#) of the Revised Code and the "McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq.

Annual Meeting 2024

Whereas the Ohio Department of Education and the School believe that regular school attendance is an important ingredient in students' academic success. Excessive absences interfere with students' progress in mastering knowledge and skills necessary to graduate from high school prepared for higher education and the workforce. To support academic success for all students, the School will partner with students and their families to identify and reduce barriers to regular school attendance. Accordingly, the following policy is effective immediately:

I. School Strategies to Reduce Habitual Truancy and Chronic Absence:

The School will utilize a continuum of strategies to reduce student absence including but not limited to:

1. Notification of student absence to parent or guardian;
2. Development and implementation of an absence intervention plan, which may include supportive services for students and families;
3. Counseling;
4. Parent education and parenting programs and mediation;
5. Intervention programs available through juvenile authorities; and
6. Referral for truancy if applicable.

II. Definition of Truancy and Excessive Absences:

A. The definition of an "habitual truant" is as follows:

1. Absent 30 or more consecutive hours without a legitimate excuse;
2. Absent 42 or more hours in one month without a legitimate excuse;
3. Absent 72 or more hours in one year without a legitimate excuse.

B. Habitual truancy also includes "excessive absences" as follows:

1. Absent 38 or more hours in one school month with or without a legitimate excuse;
2. Absent 65 or more hours in one school year with or without a legitimate excuse.

III. Truancy is Not Criminal:

1. Students cannot be expelled or suspended (out of school) for being truant (beginning July 1, 2017);
2. The School will take several steps to engage the student and family before filing a complaint with juvenile court (including parental notification, an absence intervention team and an absence intervention plan detailed below);
3. A complaint cannot be filed until 61 days after failed implementation of an absence intervention plan or unless; or

4. If a child has been absent without legitimate excuse for 30 or more consecutive hours or 42 or more hours in a month during the implementation of an absence intervention plan.

IV. Student Discipline

1. The School may permit students to make up missed work and receive credit for missed work due to suspensions.

2. The School will not apply any remaining part or all of a suspension to the following school year, but the superintendent may require a student to participate in community service or an alternative consequence for the number of hours equal to the time left on the suspension.

V. EMIS Reporting Changes

1. When the School notifies a parent when a student has excessive absences.

2. When a child has been absent without legitimate excuse for 30 or more consecutive hours, 42 or more hours in one school month, or 72 or more hours in one school year.

3. When a child has been adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication.

4. When an absence intervention plan has been implemented for a child.

VI. Excessive Absences

When a student is excessively absent from school the following will occur:

1. The School will notify the student's parents in writing within seven days of the triggering absence and,

2. The student will follow the district's plan for absence intervention.

3. The student and family may be referred to community resources.

4. *Invoke the "72-hour rule" and withdraw the student from the school if the student without a legitimate excuse fails to participate in seventy-two consecutive hours of the learning opportunities offered to the student." Ohio Revised Code: 3314.03(A)(6)(b).*

VII. Habitually Truant

When a student is habitually truant, the following will occur:

A. Within seven days of the triggering absence, the School will do the following:

1. Select members of the absence intervention team;

2. Make three meaningful attempts to secure the student's parent or guardian's participation on the absence intervention team.

B. Within 10 days of the triggering absence, the student will be assigned to the selected absence intervention team;

C. Within 14 days after the assignment of the team, the School will develop the student's absence intervention plan;

D. If the student does not make progress on the plan within 61 days or continues to be excessively absent, the School will file a complaint in the juvenile court.

E. Invoke the "72-hour rule" and withdraw the student from the school if the student without a legitimate excuse fails to participate in seventy-two consecutive hours of the learning opportunities offered to the student." Ohio Revised Code §3314.03(A)(6)(b).

VIII. Absence Intervention Team

The School shall utilize the "absence intervention team" when a student is deemed habitually truant. The purpose of the absence intervention team is to establish a student-centered absence intervention plan for every child who has been deemed habitually truant by identifying specific barriers and solutions to attendance. The team is cross-sector and ideally includes participation of the student and the parent. This requirement is aimed at breaking down barriers to attendance without filing criminal complaints against the student in juvenile court.

Membership of each team should vary based on the needs of each individual student, but each team MUST include:

1. A representative from the school;
2. Another representative from the school who has a relationship with the child;
3. The child's parent (or parent's designee) or the child's guardian, custodian, guardian ad litem or temporary custodian.

The school may consult or partner with public and nonprofit agencies to provide assistance as appropriate to students and their families to reduce absences.

References:

ORC. 3314.03(A)(6)(b); 3321.191; 3314.06 (A-H):

3314.06 Admission procedures.

The governing authority of each community school established under this chapter shall adopt admission procedures that specify the following:

(A) That, except as otherwise provided in this section, admission to the school shall be open to any individual age five to twenty-two entitled to attend school pursuant to section [3313.64](#) or [3313.65](#) of the Revised Code in a school district in the state.

Additionally, except as otherwise provided in this section, admission to the school may be open on a tuition basis to any individual age five to twenty-two who is not a resident of this state. The school shall not receive state funds under section [3314.08](#) of the Revised Code for any student who is not a resident of this state.

An individual younger than five years of age may be admitted to the school in accordance with division (A)(2) of section [3321.01](#) of the Revised Code. The school shall receive funds for an individual admitted under that division in the manner provided under section [3314.08](#) of the Revised Code.

If the school operates a program that uses the Montessori method endorsed by the American Montessori society, the Montessori accreditation council for teacher education, or the association Montessori internationale as its primary method of instruction, admission to the school may be open to individuals younger than five years of age. The department of education shall pay the school an amount equal to the formula amount, as defined in section [3317.02](#) of the Revised Code, for each of these students younger than four years of age. However, the school shall not receive any other funds under this chapter for those individuals. Notwithstanding anything to the contrary in this chapter, individuals younger than five years of age who are enrolled in a Montessori program shall be offered at least four hundred fifty-five hours of learning opportunities per school year.

If the school operates a preschool program that is licensed by the department of education under sections [3301.52](#) to [3301.59](#) of the Revised Code, admission to the school may be open to individuals who are younger than five years of age, but the school shall not receive funds under this chapter for those individuals.

(B) (1) That admission to the school may be limited to students who have attained a specific grade level or are within a specific age group; to students that meet a definition of "at-risk," as defined in the contract; to residents of a specific geographic area within the district, as defined in the contract; or to separate groups of autistic students and nondisabled students, as authorized in section [3314.061](#) of the Revised Code and as defined in the contract.

(2) For purposes of division (B)(1) of this section, "at-risk" students may include those students identified as gifted students under section [3324.03](#) of the Revised Code.

(C) Whether enrollment is limited to students who reside in the district in which the school is located or is open to residents of other districts, as provided in the policy adopted pursuant to the contract.

(D) (1) That there will be no discrimination in the admission of students to the school on the basis of race, creed, color, disability, or sex except that:

(a) The governing authority may do either of the following for the purpose described in division (G) of this section:

(i) Establish a single-gender school for either sex;

(ii) Establish single-gender schools for each sex under the same contract, provided substantially equal facilities and learning opportunities are offered for both boys and girls. Such facilities and opportunities may be offered for each sex at separate locations.

(b) The governing authority may establish a school that simultaneously serves a group of students identified as autistic and a group of students who are not disabled, as authorized in section [3314.061](#) of the Revised Code. However, unless the total capacity established for the school has been filled, no student with any disability shall be denied admission on the basis of that disability.

(2) That upon admission of any student with a disability, the community school will comply with all federal and state laws regarding the education of students with disabilities.

(E) That the school may not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except that a school may limit its enrollment to students as described in division (B) of this section.

(F) That the community school will admit the number of students that does not exceed the capacity of the school's programs, classes, grade levels, or facilities.

(G) That the purpose of single-gender schools that are established shall be to take advantage of the academic benefits some students realize from single-gender instruction and facilities and to offer students and parents residing in the district the option of a single-gender education.

(H) That, except as otherwise provided under division (B) of this section or section [3314.061](#) of the Revised Code, if the number of applicants exceeds the capacity restrictions of division (F) of this section, students shall be admitted by lot from all those submitting applications, 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 be given to siblings of students attending the school the previous year. Preference also may be given to students who are the children of full-time staff members employed by the school, provided the total number of students receiving this preference is less than five per cent of the school's total enrollment.

Notwithstanding divisions (A) to (H) of this section, in the event the racial composition of the enrollment of the community school is violative of a federal desegregation order, the community school shall take any and all corrective measures to comply with the desegregation order.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

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

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

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

PPN: 312-33-017
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CUYAHOGA COUNTY FISCAL OFFICE

LIMITED WARRANTY DEED
(Pursuant to Ohio Revised Code Section 5302.07)

KNOW ALL MEN BY THESE PRESENTS, that VIRGINIA MARTI, INC. (HTTA VIRGINIA MARTI, INC. D.B.A. VIRGINIA MARTI COLLEGE), an Ohio corporation (the "Grantor"), for valuable consideration paid, grants with limited warranty covenants, to LAKE ERIE INTERNATIONAL HIGH SCHOOL, an Ohio not-profit corporation (the "Grantee"), whose tax-mailing address is 11650 Detroit Avenue, Cleveland, OH 44102, the following real property ("Property"):

SITUATED IN THE CITY OF LAKEWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

AND KNOWN AS PARCEL C IN THE LOT CONSOLIDATION FOR VIRGINIA MARTI, INC., FORMERLY BEING SUBLOT NUMBER 40 AND PART OF SUBLOT NUMBERS 39 AND 62 OF THE LAPHAM AND HIRD'S SUBDIVISION RECORDED IN VOLUME 30, PAGE 24, OF PART OF ORIGINAL ROCKPORT TOWNSHIP LOT NUMBER 61, SECTION NUMBER 21, AS SHOWN BY PLAT RECORDED IN VOLUME 322, PAGE 76 OF THE CUYAHOGA COUNTY RECORDS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

This legal Description Complies with
the Cuyahoga County Transfer and
Conveyance Standards and is approved
for Transfer.

APR 11 2024

DH

Also known as: 11728 Detroit Avenue, Lakewood, Ohio 44107

Permanent Parcel No(s): 312-33-017

Prior Instrument Reference: 200211070946 REF#: 200303171424

The Property is subject, however, to all applicable zoning ordinances, legal highways, taxes and assessments, if any, not yet due and payable, all applicable restrictions, conditions, limitations, leases, rights of way, reservations and easements of record.

Executed as of the 16 day of April, 2024.

GRANTOR:

VIRGINIA MARTI, INC., an Ohio corporation

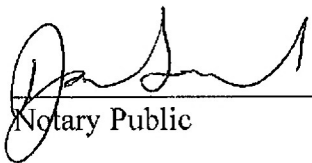
By: 

Name: Milan Milasinovic

Its: President

STATE OF OHIO)
)SS:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 16th day of April, 2024 by Milan Milasinovic, the President of **VIRGINIA MARTI, INC.**, an Ohio corporation, on behalf of the corporation.


Notary Public

This Instrument prepared by:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 South Main Street
Akron, OH 44308
(330) 376-2700
jcoyne@ralaw.com
21330937_1 149205.0001



JAMES ALEXANDER SCHOENEWALD
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

School Name:	Lake Erie International High School	Date:	04-02-2024
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6.3a Mission, Vision, Philosophy

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

Mission	6.3a	1) MISSION (Why do we exist?): State the school’s clear, <i>concise</i> , and compelling mission statement that describes its specific intent/purpose.
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Lake Erie International High School’s mission is to focus on graduation and social growth while preparing students for success in one or more of the following post-graduation options:

ENROLLED

Students will be prepared with the essential skills to succeed at college, university, or trade school.

ENLISTED

Students will be prepared with the assistance of our stakeholders to begin a military career.

EMPLOYED

Students will be prepared with the essential skills for a future career with a sustainable income.

ENTREPRENEURSHIP

Students will be prepared with the essential skills to develop and explore their own unique business plans.

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.
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Lake Erie International High School’s vision is to develop a unique learning environment integrating individual academic and social growth through meaningful relationships amongst a diverse group of stakeholders that value knowledge and skills. Through this, our students become perpetual learners and lifelong productive members of society in an ever-changing world.

Philosophy	6.3a	<p>3) PHILOSOPHY (What do we value and believe about educating students?)</p> <p>State the school’s clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.</p>
<p>The school endeavors to be a model of excellence through the promotion of engaging, evidence-based learning opportunities and the integration of career technical education to meet the emerging needs of today’s workforce. The school’s philosophy is interwoven into the school climate; thus, it is evident among school leadership, classroom instruction and student behavior. Moreover, the education philosophy is communicated in State of the School reports in board meetings, school newsletters, social media outlets and the school website. The school has a focused approach to ensure continual academic and operational success which includes four specific actionized values: <i>Elevate, Empower, Emulate</i> and <i>Engage</i>, in which EEG pillars of success are embedded.</p> <div data-bbox="905 662 1184 948" data-label="Image"> </div> <ul style="list-style-type: none"> • Elevate: The school will elevate the educational experience for students and staff by raising expectations and promoting excellence, thereby raising the standard and producing elevated academics, operations, culture, facilities and community presence. An elevated school experience is fostered through the foundational principles of targeted professional development, training based on individual needs of faculty and staff to promote efficacy and onsite coaching and mentoring, working directly with directors who provide guidance and direction to enhance professional skill sets. • Empower: Through the school’s educational practices, students will become motivated to realize their intrinsic power and ability to be successful academically and beyond graduation. Students will be empowered to defy the odds and become positive contributors in the community and affect others within their spheres of influence. Empowering is not limited to the students. Every instructor and staff member will become empowered through educational leadership and data driven decision making to increase efficacy and inform instruction. Educational leadership involves the provision of technical assistance and counsel to the administration to foster 		

the overall success of the school. Data driven decision making entails the collaboration between the Building Leadership and District Leadership teams to ensure the fidelitous implementation of action steps based on summative and formative data.

- **Emulate:** The school will emulate research-based practices which are proven to positively change the trajectory of staff and students. Evidence based approaches will be implemented to meet and surpass expectations relative to academics and operations. Through the empirical, evidence-based instructional model, Effective Elements of Instruction, and an effectively executed Positive Behavior Intervention System, the school will cultivate a culture of motivation and academic excellence.
- **Engage:** Through the engagement of community stakeholders, the school will attract and unite with community entities to bring beneficial resources into the school; embrace parents to become active partners to champion achievement and forge strong relations with the sponsor and Board of Directors. The school will work cohesively with the Senior Director of Community Engagement, Partnerships and Marketing to establish community partnerships.

EEG Pillars

1. **Effective Elements of Instruction** - Evidence-Based instructional model practiced in all EEG schools;
2. **Targeted Professional Development** - Professional development based on individual needs of faculty and staff to promote efficacy;
3. **Educational Leadership** - Providing guidance to all school leaders to foster overall success of the schools;
4. **Data-Driven Decisions** - Closing the achievement gap by using formative and summative assessment data to inform instruction;
5. **Positive School Culture** - Providing the foundation for positive behavior interventions;
6. **Community Resources/Involvement** - Connecting with community entities to provide wrap-around services for students and parents;
7. **Onsite Coaching and Mentoring** - Connecting with community entities to provide wrap-around services for students and parents;

This approach engages all stakeholders to contribute to the accomplishments of the school. A collaborative effort is employed to assure success in every aspect of achievement. It is imperative that students are provided the necessary tools to experience academic growth, and parents must be directly involved in the process to promote full cooperation. Additionally, the community should be involved, as all students should have a safe and nurturing place to learn of which the community can be proud.

6.3b Curriculum

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

Curriculum – Learning Standards	6.3b	<p>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.</p> <p>If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. <input checked="" type="checkbox"/></p>
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The school’s model is built on the concept of empowering students with 21st Century skills. The curriculum is aligned to Ohio’s Learning Standards which guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables students to demonstrate mastery of Ohio’s Learning Standards and gain critical 21st Century skills.

LEIHS will teach in accordance with Ohio’s Learning Standards. The knowledge and skills defined in Ohio’s Learning Standards are within reach of all our students. The school’s educational program and written curriculum will directly correlate with Ohio’s Learning Standards and serve as the base for curriculum in all subjects. Further, Ohio’s Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in high school and beyond.

[Ohio’s Learning Standards](#)

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

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

Science – <http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>

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

Curriculum - Model	6.3b	<p>2) Does the school plan to use the Ohio Model Curriculum?</p> <p><input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
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It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for the school will be based on the Ohio Model Curricula, which can be accessed using the following link: <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>. Instructors will employ a variety of strategies to effectively implement the Ohio Model Curricula. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction and other evidence-based intervention strategies will be implemented for students who display learning deficits.

Curriculum - Pacing Guides	6.3b	<p>3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.</p>
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In the development process for curriculum maps and pacing guides, teachers must first recognize the differences between the two. Curriculum maps are a direct reflection of the instruction which should be occurring in the classroom and encompasses what will be taught throughout the course of the year. It is the process whereby data is collected to discover what content and skills will be taught, what strategies will be executed to teach, and the method of evaluation in all grade levels and content areas. Curriculum maps foster consistency

with instruction, alignment with standards, benchmarks and teacher accountability. Moreover, curriculum maps allow the instructional team to be cognizant of what is being taught.

The development of curriculum mapping starts with the creation of a curriculum committee which consists of the Director of Curriculum and Instruction, School Administrator, the academic coach, and lead teachers. The committee meets during the summer to assess the school's academic status. The following information is analyzed: student academic learning gaps, cognizance of instructional staff, in relation to curriculum mapping, and the goals for the upcoming school year. The committee collaborates and creates goals for each discipline at each grade level based on the disaggregation of EOC and STAR assessment data. At this level of the process, instructional negotiables and non-negotiables are established. The goals are then communicated and implemented at the building level, as building teams are formed in each content area and grade level.

Pacing guides are the strategic plans for the scope and sequence and informs when the skills and content outlined in the curriculum maps will be taught. Pacing guides serve as instructional roadmaps for teachers, as it guides instruction. Pacing guides are developed by the instructional staff, as they will collaborate to discover the time frame in which various skills and content will be taught. During professional development training, teachers will be divided by content area and given developed curriculum maps. The teachers will then outline pacing guides based on EOC and STAR assessment data and overall academic gaps. The pacing guides will operate as a working consensus map, in which teachers will reflect and revise after each quarterly formative assessment. During the development of the pacing guides, the following questions are utilized to inform planning:

- *What essential content should students know?*
- *How will teachers know the content has been mastered?*
- *What is the time in in which specific standards should be taught?*
- *What resources should be utilized to help with student mastery?*

The exercises provide a gap analysis to identify any additional needs for supplemental or additional curriculum resources which may need to be acquired and/or developed. Curriculum purchased by the school comes from the publishers with publisher produced alignment maps. The alignment maps are used to develop a custom map using Microsoft Word or Excel table versions of Ohio's Learning Standards in all core subject areas.

A portion of the training period, prior to school opening each year, is devoted to "hands on" curriculum mapping by the teachers to champion a better understanding of the curriculum to appropriately plan the entire year of instruction with pacing guides. Additionally, they

can develop the first 6 weeks of lesson plans. The process of curriculum mapping and pacing guide development occurs each year; as new curriculum has been purchased or adopted, and new teachers need to become familiar with the curriculum.

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

Lesson Plans - Week of _____

Name: _____
Grade: _____

For each lesson students should be able to answer the following:
 What am I going to learn today?
 What must I produce as proof?
 Where do I get the information?

S u b j e c t		Monday
	Objective(s)	
	Content Standard CSI Standard	
	Teaching Strategies	
	Bell work/Do now Anticipatory Set Input Modeling (I do)	
	Check for Understanding	
	Guided Practice (We do)	
	Writing/CR	
	Independent Practice (You do)	
	Closure Exit Slip	

H.S. Literacy Plan Component

Strategy	Description and Alignment to EEI
Word Wall Strategy (Name and Description of Activity)	
Vocabulary Acquisition (Vocab words for lesson)	

Depth of Knowledge: Essential Lesson Questions

DOK Levels	1. Acquired Knowledge (Recall) 2. Knowledge Application (Skills/Concepts) 3. Analysis (Strategic Thinking) 4. Augmentation (Extended Thinking)

Level	Question and Alignment to EEI (What Stage are you asking?)
	1.
	2.

The lesson plan template is consistent with the EEEI instructional model which emphasizes gradual release of responsibility from instructors to students. Teachers share lesson content utilizing evidence-based instructional delivery methods, use formative assessment practices to check for understanding, provide feedback through guided practice, assess student learning through constructed response, allow time for independent practice and gauge mastery of the learning standard through various methods. Further, lesson plans reflect the Depth of Knowledge levels applied. It is important that lessons advance through all DOK levels.

<p>Curriculum - Alignment with Ohio Learning Standards</p>	<p>6.3b</p>	<p>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.</p>
<p>The school will utilize Ohio’s Learning Standards and the Ohio Model Curricula to inform instruction. Therefore, there is alignment to the Ohio Learning Standards.</p> <p>Ohio Learning Standards- http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards</p> <p>Ohio Model Curricula - http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula</p> <p>The school’s curriculum model is inspired by the belief that inner city students have the right to a quality education. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio’s Learning Standards, research-based curriculum and effective instructional strategies, learning gaps can be closed, and the potential of all children can be unleashed. Students who are at risk, such as those who are economically disadvantaged, English Language Learners, or those with learning disabilities will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. The school partners with parents, community and teachers for each child's success and provides the requisite skills to help prepare each child for college.</p> <p>The curriculum effectively corresponds to the school’s mission, vision, and philosophy. The school endeavors, through its mission, to focus on graduation and social growth while preparing students for success in college, the military, employment/careers or entrepreneurship. The Ohio Model Curricula and the vetted curriculum resources promote rigor, productive instruction and attention to college and career readiness. The school’s vision is to develop a unique learning environment integrating individual academic and social growth through meaningful relationships amongst a diverse group of stakeholders that value knowledge and skills. Thus, the vision also aligns with the Ohio Model Curricula, as the goals of promoting academic and social growth and cultivating relationships directly coincide with the skills needed to demonstrate mastery of Ohio’s Learning Standards, to which the Model Curricula is connected. Further, the Ohio Model Curricula is the framework for achieving both the mission and the vision. The school’s philosophy is symmetric to the mission, vision and curriculum model, as the philosophy emphasizes the school’s intention to “<i>be a model of excellence through the promotion of engaging, evidence-based learning opportunities and the integration of career technical education to meet the emerging needs of today’s workforce.</i>”</p>		

The charge of educating inner-city, at-risk students through a rigorous curriculum demands hard work from students. It advocates effective and ongoing diagnostic testing and emphasizes basic skills to ensure that every student has the requisite foundation, knowledge and preparation to achieve academically. All of the curriculum selected for use is research based and tightly aligned to Ohio's Learning Standards. It balances the basic skills needed with challenging content that builds the prerequisite knowledge needed for college readiness.

The school prepares students to exceed expectations in the areas of academics, high school preparation and success, career success, character development, and personal satisfaction. The curriculum is designed to help students overcome the wide range of challenges faced.

SchoolsPLP's high school curriculum suite contains all subjects and is aligned to Ohio's Learning Standards, featuring direct instruction, discussion groups, engaging videos, review, assessment, and independent practice. Teachers customize to fill gaps in knowledge, supplement curriculum with audio, video, and other aides while receiving up-to-date data tracking their students' progress. SchoolsPLP curriculum includes Core, Credit Recovery, Intervention, Honors, AP, Elective, and CTE courses. SchoolsPLP curriculum provides the foundation for allowing our students to meet all Ohio high school graduation requirements. The curriculum offers standard-based, aligned courses to fulfill all of the following graduation requirements.

Currently, core curriculum resources are listed as follows:

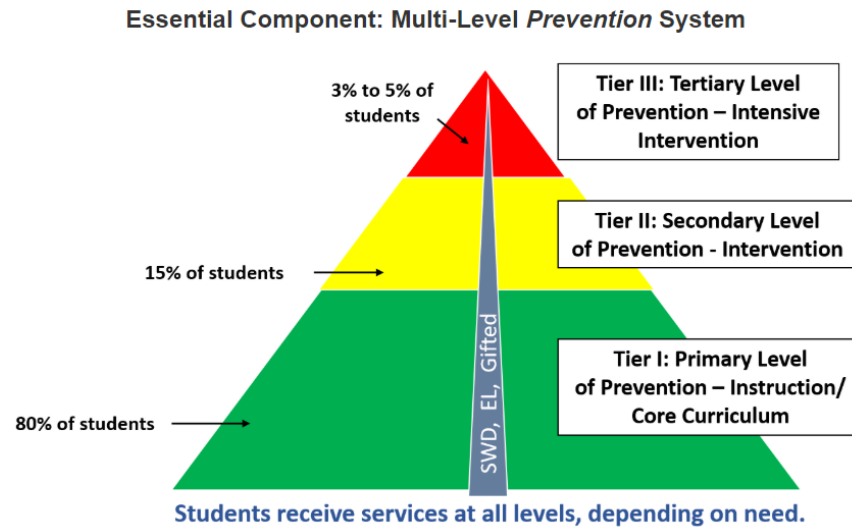
Core Curriculum Resources

- Reading/ELA – SchoolsPLP
- Math – SchoolsPLP
- Science – SchoolsPLP
- Social Studies – SchoolsPLP

CTE Pathways

- SchoolsPLP
- CBI
- NRF Foundation- Rise UP
- Paxton Patterson

Curriculum - Literacy Skills	6.3b	<p>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 and Ohio's Dyslexia Guidebook). Describe how the school will monitor the implementation of literacy practices for fidelity and impact. <u>Include instruction in foundational word recognition, language comprehension, and writing skills, as well as intervention methods for off-track students.</u></p>
<p>In alignment with Ohio's Plan to Raise Literacy Achievement, the school will employ various efforts to cultivate literacy skills across grades 9-12 in all content areas, as well as develop and strengthen instructional practices relative to literacy. The Educational Empowerment Group will collaborate with the school administrator and instructional staff to provide support and resources to foster progressive improvement. The District and Building Leadership Teams will work cohesively to analyze summative and formative assessment data, examine existing One Plan Reading/ELA goals and action steps, determine progress toward achievement of the goals and evaluate action steps. Further, the team will conduct a root-cause analysis after each administration of formative and summative assessments to discover factors influencing literacy. Various data points will be explored which include but are not limited to classroom walkthrough data, student disciplinary data, attendance data, parental engagement and PBIS effectiveness.</p> <p>The school will also implement Multi-Tiered System of Supports (MTSS). Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive Multi-Tiered System of Supports (MTSS). The MTSS framework will be utilized to address the academic, social, emotional and behavior needs of the students. The school will execute the following actions in alignment to MTSS:</p> <ul style="list-style-type: none"> ➤ Identify students at risk for poor learning outcomes based on various factors; ➤ Monitor student progress, provide evidence-based interventions; ➤ Adjust the intensity and nature of those interventions depending on a student's responsiveness; ➤ Identify students with learning disabilities. <p>MTSS encompasses the following three tiers of intervention which are depicted below:</p> <p><u>MTSS Intervention</u></p>		



The STAR system will manage MTSS programs through tiered assessment and instruction framework allowing teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions. Moreover, teachers will employ necessary measures relative to SEL and behavior supports. Evidence-based strategies and practices will be applied at each level of intervention.

Professional Development

Professional development is paramount as it relates to increasing literacy among students. Thus, the Educational Empowerment Group will conduct professional development two weeks before the beginning of the school year each year for instructors. Summer professional development training will be conducted for school leaders. Additionally, embedded professional development will occur monthly for the school principal, academic coach and dean of students. The school administrative team will collaborate to train teachers and staff at the school level during times allocated for professional development days, during staff meetings and through individual coaching and mentoring. Therefore, ongoing professional development will be embedded throughout the school year. EEG fosters a “train the trainer model” which empowers faculty and staff to continuously sharpen their skills. This practice ultimately contributes to positive academic

outcomes. Professional Development training will emphasize effective, evidence-based instructional strategies designed to improve literacy among students (Ohio's Plan to Raise Achievement, 2020).

Parental Involvement

Parental Involvement is an important factor in improving literacy skills. Therefore, the school will promote engagement through the following methods:

- Written correspondences – Newsletters, parent letters, report cards, progress reports, emails or flyers highlighting tips and strategies on how to assist students at home;
- Onsite events – Literacy night, parent-teacher conferences, specialized meetings, assemblies.

The school will exercise every effort to keep parents engaged in the learning process and the academic progress of students (Ohio's Plan to Raise Achievement, 2020).

Community Engagement

Community Engagement impacts achievement. The school will partner with community entities to provide services designed to improve literacy, such as tutoring, after school programs and libraries (Ohio's Plan to Raise Achievement, 2020).

Reference

Ohio's Plan to Raise Achievement. (2020). Ohio Department of Education. <https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Literacy/Ohios-Plan-to-Raise-Literacy-Achievement.pdf.aspx?lang=en-US>

Monitoring

The school, in collaboration with EEG, will monitor the implementation of fidelitous and impactful literacy practices by conducting weekly classroom walkthroughs, reviewing and analyzing summative and formative assessment data, reviewing reading growth measures, conducting frequent progress monitoring through STAR, constructed responses and short-cycle assessments.

Instruction

EEG works cohesively with the administrator and academic coach to ensure effective instruction, particularly in Reading/ELA. Recommended instructional delivery methods are researched and evidence based. Moreover, the administrative and instructional staffs are trained yearly to effectively implement strategies to improve literacy. In an effort to champion literacy among students, teachers will incorporate evidence-based strategies into daily instruction.

Curriculum – Future Success	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project-based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).
<p>The school has implemented specific, targeted strategies to identify and support student's future success.</p> <p>Career Focused Programs</p> <p>Weekly Career Advising & Mentoring: All students receive ongoing support from dedicated advisors and mentors to help them explore career options, develop professional skills and create a personalized graduation and career plan.</p> <p>Career Exploration Activities:</p> <p><i>Bi-Annual Career Week:</i> This immersive event allows students to participate in workshops, network with professionals, and showcase their learned skills in a fun culminating activity, the "Amazing Shake Competition."</p> <p><i>Industry Credential Opportunities:</i> Students can earn industry-recognized credentials, such as STNA, Rise Up, CPR, and OSHA, giving them a competitive edge upon entering the workforce. These credentials can also fulfill graduation requirements.</p> <p>Work-Based Learning (WBL) Programs: Students can gain valuable real-world experience through internships, apprenticeships, or other approved WBL opportunities. These experiences can fulfill graduation requirements and elective credits. The school's dedicated staff provides additional support for students with disabilities.</p> <p>Career Based Intervention</p> <p>The school's Career-Based Intervention program offers a well-rounded approach to preparing students for success after high school. Here are some key strengths of the program:</p> <p>Focus on both academics and career skills: By improving academic competency alongside job-ready skills, students gain a strong foundation for their future.</p> <p>Alignment with Ohio Means Jobs Standards: The program ensures students develop skills sought after by employers in Ohio.</p>		

Realistic career planning: Equipping students with a roadmap for their career path empowers them to make informed decisions.

Work experience opportunities: Hands-on experience allows students to test the waters in different fields and gain valuable workplace exposure.

Support for students with disabilities: The certified job coach provides additional guidance and ensures all students can benefit from the program.

This program offers a clear advantage to students by:

- **Increasing graduation rates:** By improving academic performance and career prospects, the program can motivate students to stay in school.
- **Fulfilling elective credit requirements:** Participating in CBI courses and work-based learning (WBL) experiences can help students meet graduation requirements.
- **Providing a pathway to college or directly to work:** The program prepares students for further education or immediate entry into the workforce.

Additional Opportunities

- **Credit Flex Plan:** Students demonstrating proficiency through exams or documented prior work-based learning experiences may be eligible for credit.
- **OMJ Seal:** All students have the opportunity to gain a significant edge in the job market after graduation by earning the Ohio Means Jobs (OMJ) Career Readiness Seal. This prestigious designation showcases to potential employers that students possess the essential professional skills they seek. Fulfilling the requirements for the OMJ Seal can also satisfy graduation competencies and readiness requirements, making it a valuable time investment.
- Here's what makes the OMJ Seal so beneficial:
 - **Demonstrates Key Skills:** Earning the seal verifies proficiency in 15 critical workplace skills, including communication, teamwork, problem-solving, and work ethic.

- **Competitive Advantage:** It sets students apart from other applicants, highlighting commitment to career preparation and professional development.
- **Graduation Efficiency:** Fulfilling OMJ Seal requirements can simultaneously satisfy graduation benchmarks, saving students time and effort.

CTE Pathway Programs

CTE Pathways
CBI
Career Exploration Electives
Early Childhood Education (EO)
Construction DD
Business C4
Active Industry Credentials
CPR First Aid- CB62
Occupational Safety and Health Administration (OSHA) - 10-Hour Training- CJ02
Occupational Safety and Health Administration (OSHA) - 30-Hour Training- CJ01

	Certified Phlebotomy Technician (CPT)-CH30	
	Ohio Department of Health - State Tested Nurse Assistant (STNA)- CJ16	
	RISE Up Customer Service and Sales- CG59	
	RISE Up Retail Industry Fundamentals- CG60	
	The Business of Retail: Operations and Profit-CP31	
	Association of Public-Safety Communications Officials (APCO) Law Enforcement Communications-CJ48	
	Incident Mgmt Sys 100- CH84	
	Incident Mgmt Sys 700- CH85	
	Ohio State Board of Cosmetology - Boutique Services: Braiding- CS46	
	Ohio State Board of Cosmetology - Boutique Services: Make-Up Artistry- CS47	
	Ohio State Board of Cosmetology - Boutique Services: Shampooing- CS48	
	Ohio State Board of Cosmetology - Boutique Services: Threading- CS49	
	Adobe Certified Professional - Illustrator CC- CA54	

Adobe Certified Professional - InDesign CC- CA56
Adobe Certified Professional - Photoshop CC- CA58
Adobe Certified Professional - Premiere Pro CC- CP67

Additional Information

AMAZING SHAKE

Based on the Ron Clark Model, The Amazing Shake is a dynamic and exciting live competition that rallies leaders and role models in the school's community together to teach students about professional skills for success. By implementing Character Education, CBI and OMJ Skills, EEG places an emphasis on teaching our students manners, discipline, respect, and how to conduct themselves in a professional environment and the Amazing Shake is an opportunity for students to show case their skills. During the Amazing Shake, students learn and develop professional qualities from the mechanics of a proper handshake to how to "work the room," so they are able to present themselves exceptionally well for opportunities today and in the future (<https://www.theamazingshake.com>).

CAREER EXPLORATION WEEK

The purpose of the Career Exploration weeks is to expose students to jobs, industries and skills that are in-demand in Ohio. Participation in this valuable opportunity helps students explore careers and learn more about the rewards of in-demand jobs. Additionally, participating in Career Exploration Week allows the school to:

- Meet requirements of the Career Advising Policy;
- Complete action steps and strategies to fulfill One Plan Goals;
- Implement CBI learning outcomes;
- Complete or update Section 4: Postsecondary Transition for student IEPs;
- Provide opportunities for student to demonstrate the 7 habits and the Ohio Means Jobs Career Readiness Skills;
- Promote existing and new CTE Pathways and Industry Credentials;
- Fulfill requirements of the At-Risk Student Identification Policy, including Graduation Plans and Student Success Plans;
- Provide opportunities for students to fulfill alternative graduation pathway requirements, such as Capstone, Community Service, OMJ Seal
- Strengthen community and BAC partnerships;

- Increase student and family engagement;
- Create opportunities to enroll and re-enroll students.

Twice per year, the school is expected to plan week-long events and provide classroom instruction/activities that promote Ohio jobs, job readiness and inspire excitement and awareness among students.

6.3c Instructional Delivery Methods and Resources/Materials

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

Instructional Delivery Methods	6.3c	1) Explain in detail the <u>primary</u> , evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.
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Twenty-First Century students need to be adaptive, critical thinkers. LEIHS will engage a variety of instructional delivery methods which will foster collaboration and communication skills among students. The school's model focuses on the students' individual learning styles and ability levels by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards-based instruction which incorporates all the requirements for the 21st Century citizen. The students are presented with opportunities which develop their skills in the areas of communication and global awareness. Thus, students are trained to be career oriented, as they are taught professional soft skills and participate in career week. Moreover, the students are exposed to successful individuals on a career path in which they may be interested. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

LEIHS utilizes instructional methods which are research based, evidence-based and scientifically sound. Instructional techniques utilized have been proven to be highly effective with the population of students served. The strategies will include the following: Whole Group Instruction, Small Group Instruction, Computer Based Learning, Student Centered Learning, the Essential Elements of Effective Instruction and Project-Based Learning.

Whole Group Instruction

Whole Group Instruction occurs during the introduction of a new concept or objective or whole class reteaching or remediation. The entire class is engaged in the process, as the teacher is the facilitator of new discoveries and lesson discussions. Additionally, the teacher is modeling, leading guided practice and checking for understanding by employing formative instructional practices. During whole group instruction, all students are participating and learning together. As the instructor evaluates mastery using evidence-based resources and practices, intervention and/or remediation strategies are implemented to assist those demonstrating learning gaps.

Small Group Instruction

Teachers facilitate small group instruction based on assessment and informal data. A variety of techniques are practiced fostering comprehension and mastery of the objective. Small group instruction is also an effective practice for students who demonstrate abilities beyond proficiency. These students are given additional activities to further challenge them.

Computer Based Learning

LEIHS utilizes a computer based instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer-based learning, as it addresses various modalities. Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of “big ideas.” Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem-solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development and integrates elements to address all learning styles.

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student’s academic ability

level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. <https://www.edutopia.org/technology-integration-guide-importance>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

“Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students’ understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students.”

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta- analyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students’ writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results

can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the school's curriculum is technology-enriched, it is critical that safe, ethical and appropriate use of all technology usage is promoted at the school. The school supports the safe, ethical, and legal use of technology resources. The school will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify school staff of such attempts immediately. All school staff will be required to participate in the school's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

- Computer-based instruction: Computer-based instruction that works to support teacher presented instruction is effective.
- The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period.
- Instructional practices generally known as Constructivism result in increased student learning.

Student-Centered Learning

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning. Student Centered Learning is a technique which fosters active participation and transforms the teacher from lecturer to coach or facilitator. This instructional method includes active learning, cooperative learning and inductive teaching methods.

Active learning is a process whereby students are immersed in the learning process, as it requires the students to participate in meaningful learning activities, such as: think-pair-share, group discussions, role plays, ice breakers and question and answer pairs. Students are allowed the opportunity to pause and think during instruction to enable mastery of content. Cooperative learning involves students working collaboratively to accomplish common learning goals. Students are divided into small groups for the purpose of maximizing learning. Students in cooperative learning groups solve multi-step problems, as the instructor provides guidance. Cooperative learning increases student achievement and encourages positive interdependency among students. Inductive teaching stimulates the enhancement of inference skills among students which is imperative when problem solving.

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

The school's commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices to provide the best possible educational outcome for each student. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

EEEI Model

Elements of the Lesson Cycle	Impact on the Learner's Mind
Teacher's objective for the lesson	The teacher has clearly in mind the outcome of the lesson: the content and the student "proving" behavior.
Anticipatory Set	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.
Lesson Objective – students are told the objective and how they will be held accountable	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of Ohio's Learning Standards.
Purpose of Learning	Causes the student to know why it is important to master this content.
Input	Causes the student to assimilate the information necessary to master the content.

Model	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.
Independent Practice	Causes the student to gain fluency by practicing independently.

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner to increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

Project Based Learning

Project Based Learning is paramount in the academic development of students. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. This is apparent in research on problem-based learning in the medical field, an important forerunner of PBL. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.
- Most teachers understand that the industrial culture shaped the organization and methods of schools in the 20th century and recognize that schools must now adapt to a new century. Students need both knowledge *and* skills to succeed. This need is driven not only by workforce demands for high-performance employees who can plan, collaborate, and communicate, but also by the need to help all young people learn civic responsibility and master their new roles as “global citizens”.

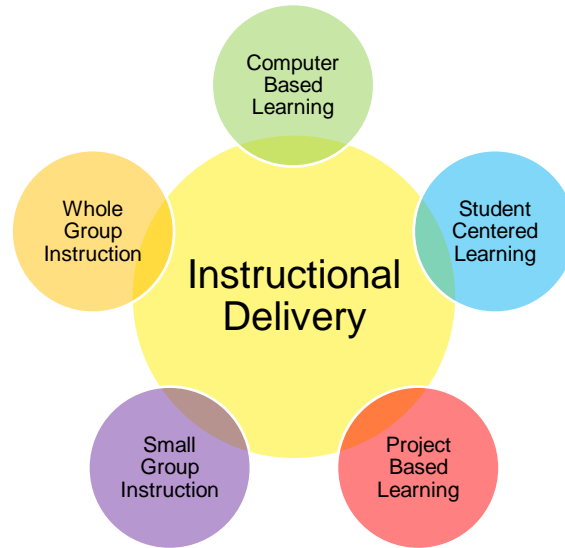
A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- Be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- Be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
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- Provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Project Based Learning is an effective instructional tool for EL students. It positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover,

Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue. <https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller>

Educational Programming



EEEE is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in order to achieve optimal instruction, effective procedures must occur at the planning stages.

Instructional Support



All strategies utilized at LEIHS have been researched and proven to affect positive outcomes, as it relates to student achievement, which aligns with ESSA. The evidence is strong in evaluating the effectiveness of the instructional methods used. In addition, all instructional methods provide interventions for EL students, which is outlined in ESSA. The majority of studies for each strategy indicate a positive impact on student academics.

<p>Instructional Delivery Methods - Blended</p>	<p>6.3c</p>	<p>2) Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check box. <input type="checkbox"/></p>
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Learning Instructional Model		<p>Blended Learning Requirements - please provide ALL of the following:</p> <ol style="list-style-type: none"> a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level; d. The school's attendance requirements, including how the school will document participation in learning opportunities; e. A statement describing how student progress will be monitored; f. A statement describing how private student data will be protected; g. A description of the professional development activities that will be offered to teachers.
N/A – The school will not utilize a blended learning model.		
Instructional Delivery Methods – Research Base	6.3c	<p>3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school's credit flexibility policy. Refer to ESSA definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse, Ed Trust or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.</p>
<p>The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. https://www.edutopia.org/technology-integration-guide-importance</p> <p>The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework.</p>		

Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM)(2008):

“Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students’ understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to mathematics for all students”.

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta-analyses of instructional technology in elementary and secondary schools to show:

Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology. Computer enrichment programs have positive effects on students’ writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill." The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually. Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.

The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction. Writing skills programs that provide prompts independent of student requests are most effective. Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

Since the school’s curriculum is technology-enriched, it is critical that safe, ethical and appropriate use of all technology usage is promoted at the school. The school supports the safe, ethical, and legal use of technology resources. The school will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify school staff of such attempts immediately. All school staff will be required to participate in the school’s professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology. Computer-based instruction: Computer-based instruction that works to support teacher presented

instruction is effective. The value of computers to assist in instruction has been well established in scientific research over a 25 to 30-year period. Instructional practices generally known as Constructivism result in increased student learning.

Student Based Learning

The needs of students are the focal point of instruction. Therefore, it is imperative that our instructional methods support every learning style, and students are empowered to have ownership in their individual learning process. Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners, including EL students. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, there academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers will assign roles and responsibilities to each learner and utilize creativity in instructional delivery practices. This learning model supports the Constructivist theory and increases the development of metacognitive skills. Recent neuroscience discoveries indicate that dendrites from the brain cells only grow when the brain is actively engaged. The neuron-networks, which are formed in the human brain, remain connected when repeatedly utilized (Ratey, 2002). In order to maximize learning, instructional techniques must be employed which allows the learner to increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain. EL students will increase knowledge through this robust and rigorous model, as they will learn by doing. The EL students will be placed in heterogeneous groups; whereby, they will have an improved grasp on the English language and social skills will be enhanced.

<http://ijcrme.rmodernresearch.com/wp-content/uploads/2015/06/55.pdf>

Project Based Learning

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The Essential Elements of Effective Instruction

EEEI is used as the roadmap for Student Centered Learning, as it guides the fundamentals of quality instruction. It provides instructional strategies which will foster powerful teaching and learning for all students, and the instruction is collective, collaborative and focused. Based on the research of Madeline Hunter, in order to achieve optimal instruction, effective procedures must occur at the planning stages.

<https://www.slideshare.net/BruceMims/essential-elements-of-effective-instruction-ppt-30173820>

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The instructional approach implemented by the school is research based and is proven to be effective, based on the cited evidence. Additional programs and practices are supported by What Works Clearinghouse, such as Anita Archer's Explicit instruction, which is implemented to champion increased literacy is noted as an evidence-based strategy when providing reading interventions, used for students below grade level in reading.

Interventions – Instructional Delivery Practice

<https://ies.ed.gov/ncee/wwc/Docs/practiceguide/WWC-SummaryReadingInterven4-9.pdf>

Credit Flexibility Policy

In compliance with Senate Bill 311, River Gate High School offers students opportunities to earn high school credit through a credit flexibility program. All students are eligible for consideration for credit flexibility. Students that are interested will initiate and submit a request in writing to take and/or earn the credit via the credit flexibility plan (CFP). Students can earn credits by:

- Completing coursework;
- Testing out or demonstrating mastery on course content: or
- Pursuing one or more “educational options” such as distance learning, educational travel, internships, independent study, projects, or other available options.

Eligibility

To be eligible to submit and participate in the credit flexibility option, students must meet the following criteria:

- Students who enroll with less than four (4) academic core credits may participate in the CFP only after completing one full core academic credit.
- Currently enrolled students may participate in the CFP at any time.
- Students must attend with their parent(s)/guardian an informational session with the Credit Flexibility Committee (CFC) or designee from the CFC to discuss procedures, plans outcomes, and impacts of participation in the credit flexibility option.

- Students must submit a pre-approval form to the CFC by the designated deadlines.

Approval Process

To earn credit through the credit flexibility option, students must submit the following documentation to the CFC by April 1 in preparation for the following school year.

- 1–2-page written statement from the student summarizing the plan for their credit flexibility option and the likelihood of success. The plan should include the following:
 - Method of earning credit
Amount of credit sought (may request for only .25 credit, .50 credit, or 1 full credit towards a course)
 - Academic or elective discipline of study
 - Outside resources that will be involved in the completion of the credit
 - Timeline for completion
 - Teacher of record, who will monitor progress, attainment of knowledge, and award of grades
 - Learning outcomes, content standards (must be aligned to the Ohio Department of Education Content Standards)
 - Special accommodations to be provided for students with a disability in compliance with the students Individual Education Plan (IEP) or 504 Plan

Credit Flexibility Committee

The Credit Flexibility Committee (CFC) will consist of the school principal and two teacher representatives in the relevant subject area.

Awarding of Credit

Credit and grades will be awarded based upon the completion of the credit flexibility plan approved by the CFC. It will be reported on the student transcripts and factored into a student's grade point average (GPA) and class ranking. All credit and grades earned are final.

All timelines regarding grade reporting must be adhered to pursuant to the school's calendar of grades input requirements. This is to ensure that the staff will be able to appropriately schedule students into necessary courses and appropriately monitor progress.

- Credit and grade will be awarded to students who successfully complete all requirements laid out in the Credit Flexibility Approval form.
- Student grade will be determined by the teacher of record and based upon the student's attainment of knowledge as related to the Ohio Content Standards and course objective.
- Students who do not complete their requested credit flexibility option by the designated deadline or completely fail to meet the requirements for adequate completion and/or knowledge attainment of the course, will not receive credit and a grade of "F" will be reported in the student's transcript and factored into their GPA. If this occurs, students may not submit to earn the same credit through the credit flexibility option.

Responsibility of Student and Parent(s)/Guardian

School Attendance – Students participating in the credit flexibility option will be required to attend school for the remainder of their course load. Each student assumes the responsibility to attend all classes. Regular attendance and punctuality are necessary for success.

Fees – The School will require parent(s)/guardians of a student participating in the credit flexibility option not initiated by the school to be responsible for any additional fees associated with participation in that option.

Academic Integrity – Credit flexibility options are the sole responsibility of the student. The student must complete all work and final products on his/her own. A student may accept support, feedback, and knowledge from outside sources to assist in the completion of the credit flexibility option, but the credit must be given to outside sources for contribution to the work.

A student deemed to be in violation of academic integrity guidelines will be notified of the complaint and informed of the need to be removed from the credit flexibility option. A student found to be in violation of academic integrity guidelines will receive no credit and a failing grade for the course. It will be reported on the transcript and factored into the GPA. The student will be denied participation in any future requests to participate in the credit flexibility option.

Appeals Process

Should a student and/or parent(s)/guardian disagree with a decision or action by the Credit Flexibility Committee or teacher of record, the student may submit a written appeal and may request a hearing.

Appeals must be formally written and submitted to the Credit Flexibility Committee. The Credit Flexibility Committee and a teacher representative not involved in the original approval and assessment of the student will review the appeal.

The student filing the written appeal and his/her parent(s)/guardian will be given an opportunity to present concerns and recommendations to the committee. The committee will review the appeals within 10 days from the date the written appeal was submitted. The decision of the committee may be appealed to the School Superintendent or the School’s Board of Directors.

Communication Plan

Opportunities and requirements related to credit flexibility will be publicized annually. Copies of the publication describing opportunities and requirements related to credit flexibility will be made available to students, staff, parent(s)/guardian, community member upon request to the school principal.

Students and parent(s)/guardians are informed that data regarding participation in credit flexibility options will be shared on an annual basis, as required by the Ohio Department of Education and Workforce.

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. Refer to Ohio’s Approved Curriculum List for Literacy Materials.
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Curriculum Resources

SchoolsPLP shall be the initial, primary curriculum resource, however instructors have the ability to modify content to ensure all students are mastering the standards, and all standards are being appropriately covered. SchoolsPLP’s high school curriculum suite contains all subjects and is aligned to Ohio’s Learning Standards, featuring direct instruction, discussion groups, engaging videos, review, assessment, and independent practice. Teachers customize to fill gaps in knowledge, supplement curriculum with audio, video, and other aides while receiving up-to-date data tracking their students’ progress. SchoolsPLP curriculum includes Core, Credit Recovery, Intervention, Honors, AP, Elective, and CTE courses. SchoolsPLP curriculum provides the foundation for allowing our students to meet all Ohio high school graduation requirements. The curriculum offers standard-based, aligned courses to fulfill all of the following graduation requirements.

Content Area	Academic Resource
Reading/ELA	<i>SchoolsPLP</i>

Math	<i>SchoolsPLP</i>
Science	<i>SchoolsPLP</i>
Social Studies	<i>SchoolsPLP</i>

Additional Resources

Commonlit.org
 DEW's Assessment Authoring
 Kahn Academy

CTE Pathways Resources

SchoolsPLP
 CBI
 NRF Foundation- Rise UP
 Paxton Patterson

**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.

The school's mission and goals, as well as the expectations for student achievement guide the process of maintaining a relevant and up-to-date curriculum and instructional resources. After each year of instruction with the curriculum, teachers and the school administrators will evaluate the effectiveness of the curriculum materials, integrated themes, project-based instruction, and scope and sequence, and will make modifications as necessary to best improve the academic achievement of students. The purpose of the curriculum is to support classroom instruction that leads to achievement of the school's academic goals.

The effectiveness of the curriculum will be evaluated based on the assessment data available, which will include but may not be limited to the following:

- Reading Assessment results;
- Analysis of Formative Classroom Assessment results;
- Teacher Observations / Anecdotal Records;
- Our internal database correlating projects with standards and student achievement;
- Standardized Summative Test Data.

The results of student performance will be reviewed and analyzed, at a minimum, three (3) times annually, or more often if needed. Student performance results will be disaggregated to illuminate the performance of the school, grade levels, classrooms, sub-groups (i.e. students by demographic group, students with disabilities, etc.), and individuals. If it appears that the school is not on track to meet the school's academic goals, further analysis will be conducted to determine if the results can be improved with changes to instructional strategies, the curriculum, or other variables. The school will stay apprised of new curriculum and assessment resources to ensure that the best match is made between student needs and the school's resources.

A Curriculum Advisory Committee will be created to involve the school principal, teachers, parents, board members, and students in the selection of curricular materials and bring forth creative ideas for program development and book collection. Teachers know what works best for their students; therefore, they will be able to generate new curriculum ideas and help identify instructional materials that will be implemented within the school. The Curriculum Advisory Committee will provide a collaborative forum for system level discussions pertaining to curriculum and to inform related policies and procedures. Prior to the committee selecting programs or materials, a rubric will be created to ensure alignment with the state standards and other necessary components are contained within the program. Every program and/or resource will be scored utilizing this rubric.

Annually, the principal will deliver curriculum needs based on the recommendation of the Curriculum Advisory Committee to the Board for approval. The selection of instructional resources will be based on what aligns with the Ohio Learning Standards and the evaluation of the Curriculum Advisory Committee. After a consensus, the instructional items will be brought before the Board for approval. Once the Board approves the instructional resources, the school will proceed with ensuring that the items are ordered in a timely manner. Professional development is then provided to teachers to empower them to effectively utilize the materials.

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 [Ohio's Improvement Process](#). Describe the structures and processes to support the improvement planning.

The continuous improvement plan cycle at LEIHS provides a tool for identifying needs and establishing a common approach to meeting those needs. The continuous improvement plan will contribute to overall school performance by:

- Establishing an understanding of the “big picture” of School’s current state, including student achievement, school environment, teacher community, parent community, curriculum, technology, and administrative issues;
- Reaching consensus across the school community on which needs represent the highest priorities for action based upon the potential to improve overall student and school performance; and
- Identifying for implementation goals and strategies, including specific targets, indicators and milestones required to address the school’s priorities.

Each one of the teams described below is formed to ensure the following:

- Support staff in delivering interventions as intended and ultimately improving outcomes for students;
- Ensure continuous improvement of fidelity and student outcomes;
- Sustain the intervention over time and across staff.

Teams:

The TBT will meet weekly to discuss their data from their classrooms from classroom data, short and long assessments, pre and post assessments, and state assessments.

The CSLT will meet monthly to discuss and review the data from the TBT as well as the Decision Framework. The team will review all possible data and monitor the OIP.

Processes:

Data is collected first at the classroom level, where it is reviewed by the teacher. The data could include teacher observations, short cycle assessments, end of course tests, pre and post assessments, state assessments and student grades. The teacher will monitor and share

the information within TBT meetings. Additionally, the information is shared at CSLT meetings and in review/completion of the decision framework. The teams will then utilize the data from the decision framework, TBT, as well as state assessments to drive the One Plan – to create goals and action steps.

The data from the decision framework and reviewing of the One Plan; the CSLT will work with the Curriculum Director to evaluate the curriculum and the supplemental materials. They will then decide if changes or additions should be implemented in order to help students that are continuing to struggle to meet the standards. The data will pinpoint deficiencies in the curriculum or supplemental materials.

The CSLT will evaluate the OIP Goals quarterly to evaluate the following:

- The effectiveness of the instructional strategies;
- How resources and/or supplemental curriculum are being utilized to meet the goals;
- What additional materials may be needed to reach the goals of the OIP.

The OIP will be reviewed and updated yearly with any changes to action steps that are needed after review of all relevant student data. The CCIP will match/follow the OIP and decision framework. Funds from the CCIP will be utilized in order to reach the goals of the OIP.

The teams are made up of the following: TBT are by subject area and/or by grade levels; CSLT is made up of classroom teachers from various grades, Intervention Specialist, Title I Teacher, Administration staff, Management team staff, Board members and parents are encouraged to participate in CSLT meetings. Evaluation of the team is made by the Administration staff (Director and Management Team) to make sure the data is being reviewed and that it is reflective in the decision framework, OIP and CCIP.

[LEIHS One Plan Goals](#)

- By 06/30/2026, the school will improve the performance of all students in all grades by demonstrating an increase of 50% in Attendance, as measured by the State Report Card.
- By 06/30/2026, the school improve the performance of all students in all grades by demonstrating an increase of 50% in the Graduation Rate, as measured by the State Report Card - Graduation Rate.
- By 06/30/2026, the school will improve the performance of Students with Disabilities by demonstrating an increase of 13.2% in Reading/Literacy, as measured by the State Report Card - Achievement Component.

Ohio Teacher Evaluation System (OTES)	6.3d	<p>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</p> <p><input checked="" type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The school will utilize OTES 2.0, as outlined by the Ohio Department of Education and Workforce. The following individuals will work collaboratively to conduct evaluations: School Administrator, School Academic Coach, EEG Director of Schools and EEG Director of Curriculum and Instruction. In addition to the required components of the OTES 2.0, the Administrator, serving as the instructional leader, utilizes data collected weekly classroom walkthroughs, one-on-one teacher conferences and data-driven discussions that are meant to provide the teacher with coaching sessions that strengthens they reinforcements and addresses the refinements. Data is an important component of the discussions which enables teachers to reflect more critically on student achievement and instructional delivery deficiencies based on student learning. Part of the coaching process is teaching teachers how to assess, analyze and provide action steps to support all student success. The principal ensures the teacher is participating in TBT meetings and that the meetings are conducted with fidelity. In addition, instructional practices are evaluated by lesson planning and observing the teacher during walkthrough to ensure that students are mastering the content standards.</p>		

Ohio Principal Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input checked="" type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The school's Administrator is evaluated using the model outlined by the Ohio Principal Evaluation System. The adopted system and rubric are utilized in addition to coaching sessions, professional development, and data-driven discussions. This allows the principal and evaluator to analyze the data, which leads to the development of more rigorous practices that improves instructional practices; thereby, leading to higher student achievement. The principal is required to provide foundational evidence of the elements that will lead to school-wide systems that will lead to continuous improvements.</p>		
Local Professional Development Committee	6.3d	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>The school has an established Local Professional Development Committee. The Committee created and implemented its bylaws effective immediately. The bylaws include committee's Vision statement, Mission Statement, Purpose, Criteria for membership, Roles and terms of office and the responsibilities of the Chairperson, Vice chair and the Secretary.</p> <p>Committee Membership consist of licensed teachers from LEIHS. The representative from the school is elected by the staff and holds the title of LPDC representative for two years. Upon two years of service, the election of another staff member from LEIHS holding an Ohio license is chosen by a majority vote conducted by the staff and administration within the building.</p> <p>The committee member serving LEIHS functions as a staff information contact person. He/She participates fully as a part of the review panel for the IPDP. They also suggest and work with individuals within the school to ensure professional growth of colleagues. The committee member will also suggest any professional growth for the LPDC committee to employ to aid in the development of the staff at</p>		

LEIHS. The committee member will attend the LPDC meetings that are held at the Educational Empowerment Group office located in Akron, Ohio three to four times in an academic school year.

A quorum of the LPDC shall consist of no less than five members. All meetings of the LPDC shall be public meetings and shall be held during the regular business day. The minutes to the meeting will be in accordance with State records retention policies. Minutes from the LPDC meeting shall be posted in the LEIHS staff lounge upon completion of the meeting. The quorum will approve the teachers IPDP, and the LEIHS representative will communicate the decisions made by the committee to the licensed teacher.

The IPDP consists of an educator's personal learning goals as those goals relate to the Ohio Standards for Teachers or Administrators. The goals must be relevant to the individual's area of licensure and leads to strengthening instructional practices as well as improved student learning. The LPDC will oversee all full-time licensed educators of the sponsored school who hold either an 8-year certificate or a 5-year license.

The Educational Empowerment Group has implemented the Ohio Resident Educator Program within LEIHS by designating both a Program Coordinator and an assigned mentor to engage in the development and nurturing of the RESA teachers at LEIHS. The mentor, who is a veteran master teacher, visits each RESA teacher individually and discusses current challenges, concerns and success that each teacher is experiencing while educating their students. Both mentor and resident educator then complete a collaborative log together from their discussion of the above topics mentioned. The mentor assigns the Resident educators next step as well as assigning the mentors next step to ensure nurturing and professional growth of the RESA teacher. The mentor also reinforces the Ohio Standard for the Teaching Profession goals and indicates to the educator the progress per their discussion or by observation of classroom instruction of the RESA teacher.

The RESA teachers at LEIHS are also held accountable to complete the Data Tool sheet, Self-Assessment Tool sheet and the Professional Growth Plan or Goals assigned by DEW. In addition to the RE Program Coordinator, the school will have a trained mentor onsite to provide daily coaching, feedback and assistants to all RE. This person will work collaboratively with the Program Coordinator to ensure that all RE educations are provided with the support necessary to complete the resident educator program with fidelity.

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.).
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In the first two years of the Resident Educator program, Resident Educators, working collaboratively with their mentor, complete annual requirements through discussions and feedback. The Resident Educators and their mentor collaborate on teacher tasks throughout the school year. The mentor provides ongoing instructional support; using self-assessment and goal setting, demonstrating use of authentic

teacher work such as lesson planning, data analysis and assessment for reflection. Year 1 Resident Educators meet individually with their mentor, while in Year 2, the program runs as a cohort to allow for more discussion and reflective thought between the teachers in the program. The mentor acts as a facilitator and guides discussions.

In the third year, Resident Educators work with their Facilitator/Mentor who supports them as they prepare to submit the RESA Lesson Reflection for the RESA. To prepare for this task, the Facilitator meets with each RESA candidate and continues to provide academic support so that the expectations that are required in the Lesson Reflection are being met. At times, the group of Resident Educators meet as a cohort to discuss ways in which to adequately meet the requirements and plan for an effective lesson that addresses all the components of a well-structured lesson as well as lesson delivery. The mentor ensures that all the RESA candidates are well-prepared for the submission of their video and lesson reflection. The candidates are being provided with the mentoring needed for their skill level and support needed. Professional conversations and dialogue are an important key for success for the Year 3 Resident Educators.

Professional Development Plan for Teachers

6.3d

8) Using the [Ohio Standards for Professional Development \(adopted 2015\)](#), describe the process for how the school will *develop, implement, and evaluate* 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.

Professional development will be extensive, ongoing, focused, and innovative; incorporating evidenced-based strategies and resources proven to be successful with our target population. The school will use a blended model of professional development to deliver and support relevant learning opportunities for teachers, as well as all staff. The methods of delivering the programs will include but not be limited to large groups, small groups, individuals, and electronic functions such as development and training through computerized programs, video conferencing, and web-based delivery. The professional development modules are:

- Evidence-based and targeted for success;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of LEIHS; and
- Synchronous and asynchronous for efficient use of time.

Initially, staff will attend two weeks of professional development prior to the start of the school year to provide in-depth training on our educational model. Throughout the course of the year, staff will receive consistent on-site coaching/mentoring that will provide immediate feedback and assist in developing new skills. To improve the quality of instruction, the teachers will also be provided with this on-going,

reflective, and specific feedback to identify strategies and resources for the teacher to incorporate into future lessons to ensure our students are receiving the best possible instruction. This onsite coaching/mentoring will involve modeling of best practices to ultimately develop best teaching practices. These recommendations and commendations will become a part of the teacher's Individual Professional Development Plan. The discussions between the Superintendent/Principal and/or Academic Coach and teacher will focus on an area of strength (reinforcement) and an area of weakness (refinement), which aligns directly with Standard 2 of the Ohio Standards for Professional Development.

As indicated in the Ohio Standards for Professional Development, Standard 1, Teachers will work collaboratively in Professional Learning Communities (PLCs) to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. Teachers will work together in PLCs to develop modules and activities focused on the use of data, literacy, cooperative learning, integration of technology into instruction, familiarity with a variety of learning activities to engage students in higher-order competencies, differentiation of instruction, coaching and mentoring, team teaching, and development and use of assessments to establish uniform coverage and external evaluations.

The principal will utilize various resources to monitor and identify teachers who need additional support, such as, classroom walkthroughs, observations, and evaluations. The academic coach will also be a resource, as the individual will meet with teachers to discuss best practices and strategies. Additionally, the academic coach will evaluate classroom schedules and make recommendations to teachers to maximize instructional time. All indicated resources correlate with Standard 3 of the Ohio Standards for Professional Development. Individualized professional development will then be scheduled for those individuals. The evaluation system is aligned with the state standards for teachers and principals and will provide for multiple evaluation factors, including student academic growth. A written report of the evaluation which assigns a rating will be provided to each individual. A poorly performing principal and teacher will have the ability to partake in professional development to accelerate and continue growth and provided needed support. Improvement Plans are developed in response to ineffective ratings in performance and/or student growth. The Improvement plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the ineffective individuals improve.

In accordance with Standard 4 of the Ohio Standards for Professional Development, each identified group of staff members will be asked to complete written surveys that address in-services, training, and/or information that may be beneficial to them. The survey will collect demographic information such as position, age, years of experience, area(s) of certification/licensure, and educational background. In order to meet the needs of the staff, the next section of the survey will have the respondents' rate items on a Likert Scale. The items will include such things as behavior management, working with aides/teachers, organizing groups for instruction, meeting the needs of Special Education/ELL/ESOL students, interpreting test data for best use with students, using the computer/media equipment more effectively, working with parents/family members, using mentors for entry year teachers, inclusion, conflict resolution, ethics and professionalism, team

building and communication, time management, curriculum and instructional strategies, and final open sections for staff suggestions/comments. A specifically tailored Professional Development program will also be implemented utilizing the highest rated variables from the respondents' surveys. The effectiveness of the professional development program will be evaluated considering the following elements:

- *Reactions to the professional development: Did teachers find the information useful? Did the content make sense?*
- *Participants' Learning: Did teachers meet their intended goals as a result of participation in professional development?*
- *Organization Support and Change: Do the policies and practices of the school support the implementation of new knowledge and skills?*
- *Participants' Use of New Knowledge and Skills: Did teachers use the knowledge and skills gained through the professional development? Is there evidence of implementation?*
- *Student Learning Outcomes: Is there evidence of improved student achievement as a result of teachers' professional development?*

Gathering data to answer these questions may involve direct observation; interviews with the participants, supervisors, and/or students; focus groups; reflective journals; and participants' portfolios. Analysis of data will provide evidence on current levels of goal-attainment and can help restructure future activities.

Targeted and researched professional development will be implemented based on the Ohio Standards for Professional Development to ultimately improve teaching and positively impact student learning. Professional development will be frequent and designed to meet the needs of individual teachers and administrators based on data accumulated and feedback. The ultimate goal of focused professional development is to enhance instruction, thereby accomplishing learning gains.

It is important to foster a culture of self-efficacy among educators. Therefore, it is incumbent on school leadership and management to create an environment which allows teachers to reflect, improve and grow. Targeted professional development is paramount in the development of faculty and staff, as it affects overall academic achievement and school culture.

[Sample Faculty and Staff PD Plan](#)

Topic	Facilitator	Objective
The Effective Elements of Instruction	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of the EEI

		instructional model and implement in all areas of instruction.	
Depth of Knowledge	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of formulating objectives and learning activities based on appropriate levels of difficulty.	
Classroom Walkthroughs	Director of Schools /Academic Team	School leaders will become aware of the EEG Classroom walkthrough template and requirements.	
Providing Effective Feedback	Director of Schools /Academic Team	School leaders will learn the importance of effective feedback through identification and practice.	
Progress Monitoring	Director of Schools /Academic Team	School leaders and teachers will learn how to utilize progress monitoring to assess the effectiveness of instructional delivery and practices.	
Special Education	EEG Office for Exceptional Children	School leaders and intervention specialists will demonstrate knowledge of required practices, as mandated by IDEA.	
Lucy Calkins Writing Workshop	Director of Schools /Academic Team	School leaders and teachers will learn the importance of the integration of writing in	

The Writing Revolution		every content area and how to implement writing in instruction.
Short Cycle Assessments	Director of Schools /Academic Team	School leaders and teachers become familiar with various types of short cycle (formative) assessments to check for mastery of objectives during lessons and implement in instructional delivery.
Data Analysis/Data Informed Instruction	Data and Assessment Coordinator	School leaders and teachers will explore data driven instruction by learning how to effectively analyze data points which affect student achievement. Data points include, but are not limited to the following: <ul style="list-style-type: none"> • Assessment • Attendance • Disciplinary • Student Engagement • Classroom Walkthroughs
Exit Slips/Constructed Response	Director of Schools /Academic Team	School leaders and teachers will discover methods of assessing student knowledge by asking open-ended, critical thinking questions.
Gradebook/ProgressBook	Director of Schools /Academic Team	School leaders and teachers will learn how to navigate Gradebook/ProgressBook for the purpose of recording data.

Career Based Intervention (CBI)– <i>The Amazing Shake</i>	Director of Career Technical Education	School leaders and teachers will become aware of CBI expectations and receive training on the <i>Ron Clark Academy's Amazing Shake</i> which is used as an additional resource to enhance programming. https://ronclarkacademy.com/national-amazing-shake/
Career Technical Education	Director of Career Technical Education	School leaders and teachers will receive updates, strategies and best practices to effectively implement Career Technical Education in the schools.
Graduation Requirements	Director of Career Technical Education	School leaders and teachers will be updated and receive guidance on graduation requirements, seals and pathways required by the Ohio Department of Education and Workforce.
Curriculum Resources – <i>(If there are new curriculum resources, training will be provided on usage.)</i>	Director of Schools/Academic Team/Vendor	Upon the receipt of new curriculum resources, the school leader and teachers will become knowledgeable of how to effectively use the resources to promote student mastery of learning objectives.
Mentoring/Teacher Support	Vice President of Teacher Support Services	School leaders will learn valuable information on how to effectively support Resident Educators and veteran teachers. Resident Educators will receive ongoing mentoring and training to complete

Emulation/ CHAMPs / Classroom Management	Vice President of Teacher Support Services	<p>School leaders and teachers will explore the components of Randy Sprick's Safe and Civil Schools model to foster positive behavior.</p> <p>School leaders and teachers will learn how to integrate Emulation, a positive behavior program used in conjunction with CHAMPs, to build student character and ultimately promote positive culture in the classrooms.</p>	
Character Education/Social Emotional Learning	Director of Schools/Academic Team	School leaders and teachers will demonstrate knowledge on how to integrate social emotional learning standards into character education to foster an environment conducive to learning.	
The Ron Clark Academy House System	Director of Schools/Academic Team/Principals who piloted the program.	School leaders and teachers will demonstrate awareness of how to promote schoolwide positive culture by engaging all students, teachers, school staff and stakeholders.	
EEG Departments <ul style="list-style-type: none"> • Food Service • Communications • Compliance 	EEG Executive Team	School leaders will receive departmental updates from EEG team members.	

- Finance/Payables
- Facilities
- Marketing
- Community Engagement
- Human Resources
- Communications
- State Reporting

Safety and Compliance Professional Development

The Educational Empowerment Group partners with *PublicSchoolWORKS* to provide federal and/or state-required, trainings. All school staff are required to participate in individual virtual trainings and complete and assessment at the end of each to demonstrate mastery. All staff have a timeline to complete the trainings which can be accessed at any time. Completion of courses are monitored by the Vice President of Compliance and the Vice President of Schools. Professional development courses include but are not limited to the following:

Safety and Compliance PD Courses

Participant	Requirement	Course
CERTIFIED & CLASSIFIED		
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Brand? Including custom AED policy and locations of AED
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Training Confirmation
All Staff		<u>EEG Training on AED Use</u>
All Staff	Safety	Back Injury Prevention and Ergonomics
All Staff	OSHA (1910.1030(g)(2))	Bloodborne Pathogens for School Employees — Full / Refresher
All Staff	ORC 3313.6023	Cardiopulmonary Resuscitation (CPR)

All Staff	Liability	Child Abuse and Neglect Mandated Reporting — Ohio	
All Staff	Liability	<u>Continuous Learning</u>	
All Staff	Liability	Cybersecurity Awareness	
All Staff	Title IX	Discriminatory Harassment – Identification and Response	
All Staff	OSHA (1910.38(e)) ORC 3737.73	<u>Emergency Management Plan Curriculum</u>	
All Staff	OSHA (1904.29(b)(2))	Employee Accident & Exposure Reporting	
All Staff	OSHA (1910.157(g)(4))	Fire Safety and Fire-Extinguisher Use	
All Staff	District Request	First Aid - Choking	
All Staff	District Request	First-Aid – Fundamentals	
All Staff	OSHA (1910.1200)	Getting a Safety Data Sheet (SDS)	
All Staff	OSHA (1910.1200)	Hazard Communication for School Employees (Right to Know)	
All Staff	SEC. 1512 42 CFR 423.56 SEC 2715	Healthcare Notification	
All Staff	OSHA 1910.1030(g)(2))	Hepatitis B Vaccine Consent / Waiver / Request	

All Staff	McKinney-Vento Act	Homeless Education - Serving Students under McKinney-Vento
All Staff	Chapter 102 of ORC	Ohio Ethics Law
All Staff	HB66	Reporting Fraud (Ohio)
All Staff	Liability	<u>School Handbook</u>
All Staff	Ohio	School Policies and Procedures
All Staff	Liability	Sexual Harassment
All Staff	Safety	Slips, Trips and Falls Prevention
All Staff	Family Educational Rights and Privacy Act (FERPA)	Student Privacy Rights (FERPA)
All Staff	Title IX	Title IX: Protecting Students and School Employees from Sexual Harassment (General Awareness)
All Staff	OSHA (1910.147)	Lockout/Tagout Awareness
DESIGNATED EMPLOYEES		
Clerical / Office, Counselor / Psych / Therapist, Teacher (Special Education)	OAC 3301-51-04 IDEA 300.123 Part B	Collecting and Using Personally Identifiable Information
Designated Personnel	Ohio	<u>Medication Administration Curriculum</u>
Designated Diabetes Personnel	ORC 3313.7112	<u>Diabetes Course Curriculum</u>

All Staff	OAC 3301-35-15	Restraint and Seclusion (Ohio)	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Additional Information for Coordinators, Investigators and Decision-Makers	
Title IX Personnel	Title IX 34 CFR 106	Title IX: How to Investigate and Adjudicate Formal Complaints	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Informal Resolution Process	
CERTIFIED			
Certified Admin / Staff (K-12)	HB190	Code of Professional Conduct for Educators	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 1 of 5: Preventing Child Abuse and Human Trafficking	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 2 of 5: Depression and Suicide Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 3 of 5: Bullying Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 4 of 5: Prevention of Mental, Emotional and Behavioral Disorders in Students	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 5 of 5: Building Safe and Supportive School Environments	

Certified Admin / Staff (K-12)	OAC 3301-7-01 OAC 3301-13-05	Ohio Ethical Use of Tests	
All Teachers	CIPA (for districts with E-Rate funding)	CIPA Course Curriculum (Student & Teacher Courses)	
Teacher (Phys Ed)	Ohio Pupil Activity Permit	Concussion in Youth Sports — Heads Up	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Chemical Safety	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Science Lab Safety	
CLASSIFIED			
Clerical / Office / Library	District Request	Microsoft Word 2016	
Clerical / Office / Library	District Request	Microsoft Outlook 2016	
Clerical / Office / Library	District Request	Microsoft Excel 2016	
Custodial / Facilities	EPA - AHERA (40CFR Part 763)	Asbestos 2-Hour Training (4-course curriculum)	
Custodial	OSHA (1910.1001)	Asbestos Hazard Awareness	
Custodial / Facilities	OSHA (29 CFR 1910.332)	Electrical Safety	
Custodial, Maintenance	Liability	Ladder Safety	
Maintenance	OSHA (1910.146(g))	Confined Spaces - Entry Level	

Maintenance	OSHA (1910.146(g))	Confined Spaces - Permit Required
Maintenance	OSHA (1910.178)	Forklift Safety
Custodial / Facilities	OSHA	Lockout/Tagout - Authorized Employees
Food Service	7 CFR 210.30	<u>Food Service USDA Curriculum</u>
Food Service	Civil Rights Compliance and Enforcement – Nutrition Programs and Activities #83-1	Civil Rights in Child Nutrition Programs – USDA
Food Service	OAC 3717-1-02.4	Food Safety for Food Handlers including custom food service policies and procedures regarding contamination within course
Food Service Lunchroom Monitor	ORC 3313.815	Heimlich Maneuver Demonstration Confirmation

Specially Assigned Targeted Professional Development

School leaders and teachers receive targeted professional development based on specific areas of refinement, as evidenced by weekly classroom walkthrough data, extemporaneous observations and scheduled evaluations. Specially assigned trainings occur throughout the year for those with identified areas in need of improvement. The trainings may occur on-site, virtually or out-of-state.

Professional Development Plan for School Leaders	6.3d	9) Using the Ohio Standards for Principals , describe how the school will <i>develop, implement, and 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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Professional development for school leaders will be collaborative, individual and ongoing utilizing innovative methods to sharpen skills and increase efficacy. The methods of delivering the programs will include, but not be limited to large groups, small groups, individuals, and electronic functions such as development and training through computerized programs, video conferencing, and web-based delivery. The professional development modules are:

- Evidence-based and targeted for success;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of LEIHS; and
- Synchronous and asynchronous for efficient use of time.

Targeted and researched professional development will be implemented based on the Ohio Standards for Professional Development to ultimately improve teaching and positively impact student learning. Professional development will be frequent and designed to meet the needs of individual teachers and administrators based on data accumulated and feedback. The ultimate goal of focused professional development is to enhance instruction, thereby accomplishing learning gains.

The school leader will participate in various professional development workshops specifically designed exclusively for school administrative staff. (Principal, Vice-Principal/Academic Dean and Academic Coach).

School Leaders

During the summer, the Educational Empowerment Group facilitates training at the Annual Principal Leadership Bootcamp. During this event, school leadership teams receive professional development on the following:

- Establishing and Implementing the School's Mission and Vision
- Promoting a Positive School Culture
- Engaging with Stakeholders and the Community
- Instructional Leadership
- Data Driven Instruction
- Federal Programs
- Special Education
- Career-Based Intervention
- Marketing/Enrollment
- Specialized departmental training from the EEG team.

School leaders also received specialized, leadership mentoring and training throughout the year. In addition to the summer training, school leaders receive professional development monthly during scheduled meetings. The Administrator, Academic Coach and Dean of Students have separate meetings to discuss crucial information pertinent to their jobs. They share best practices and strategies to foster success. The Educational Empowerment Group has partnered with Grand Canyon University to provide specific professional development to enhance teaching and learning through virtual and on-site training. Moreover, the Educational Empowerment Group sponsors professional development through The Ron Clark Academy for school leaders and teachers throughout the year. The following professional development plans illustrate a comprehensive list of professional development topics conducted on a yearly basis. Additionally, refresher courses are offered within the school year based on communicated need, classroom walkthrough data and observations.

Sample Faculty and Staff PD Plan

Topic	Facilitator	Objective
The Effective Elements of Instruction	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of the EEI instructional model and implement in all areas of instruction.
Depth of Knowledge	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of formulating objectives and learning activities based on appropriate levels of difficulty.
Classroom Walkthroughs	Director of Schools /Academic Team	School leaders will become aware of the EEG Classroom walkthrough template and requirements.
Providing Effective Feedback	Director of Schools /Academic Team	School leaders will learn the importance of effective feedback through identification and practice.

Progress Monitoring	Director of Schools /Academic Team	School leaders and teachers will learn how to utilize progress monitoring to assess the effectiveness of instructional delivery and practices.	
Special Education	EEG Office for Exceptional Children	School leaders and intervention specialists will demonstrate knowledge of required practices, as mandated by IDEA.	
Lucy Calkins Writing Workshop The Writing Revolution	Director of Schools /Academic Team	School leaders and teachers will learn the importance of the integration of writing in every content area and how to implement writing in instruction.	
Short Cycle Assessments	Director of Schools /Academic Team	School leaders and teachers become familiar with various types of short cycle (formative) assessments to check for mastery of objectives during lessons and implement in instructional delivery.	
Data Analysis/Data Informed Instruction	Data and Assessment Coordinator	School leaders and teachers will explore data driven instruction by learning how to effectively analyze data points which affect student achievement. Data points include, but are not limited to the following: <ul style="list-style-type: none"> • Assessment • Attendance • Disciplinary 	

		<ul style="list-style-type: none"> • Student Engagement • Classroom Walkthroughs 	
Exit Slips/Constructed Response	Director of Schools /Academic Team	School leaders and teachers will discover methods of assessing student knowledge by asking open-ended, critical thinking questions.	
Gradebook/ProgressBook	Director of Schools /Academic Team	School leaders and teachers will learn how to navigate Gradebook/ProgressBook for the purpose of recording data.	
Career Based Intervention (CBI)– <i>The Amazing Shake</i>	Director of Career Technical Education	<p>School leaders and teachers will become aware of CBI expectations and receive training on the <i>Ron Clark Academy's Amazing Shake</i> which is used as an additional resource to enhance programming.</p> <p>https://ronclarkacademy.com/national-amazing-shake/</p>	
Career Technical Education	Director of Career Technical Education	School leaders and teachers will receive updates, strategies and best practices to effectively implement Career Technical Education in the schools.	
Graduation Requirements	Director of Career Technical Education	School leaders and teachers will be updated and receive guidance on graduation requirements, seals and pathways required by the Ohio Department of Education and Workforce.	

Curriculum Resources – <i>(If there are new curriculum resources, training will be provided on usage.)</i>	Director of Schools/Academic Team/Vendor	Upon the receipt of new curriculum resources, the school leader and teachers will become knowledgeable of how to effectively use the resources to promote student mastery of learning objectives.	
Mentoring/Teacher Support	Vice President of Teacher Support Services	<p>School leaders will learn valuable information on how to effectively support Resident Educators and veteran teachers.</p> <p>Resident Educators will receive ongoing mentoring and training to complete</p>	
Emulation/ CHAMPs / Classroom Management	Vice President of Teacher Support Services	<p>School leaders and teachers will explore the components of Randy Sprick’s Safe and Civil Schools model to foster positive behavior.</p> <p>School leaders and teachers will learn how to integrate Emulation, a positive behavior program used in conjunction with CHAMPs, to build student character and ultimately promote positive culture in the classrooms.</p>	
Character Education/Social Emotional Learning	Director of Schools/Academic Team	School leaders and teachers will demonstrate knowledge on how to integrate social emotional learning standards into character education to	

		foster an environment conducive to learning.
The Ron Clark Academy House System	Director of Schools/Academic Team/Principals who piloted the program.	School leaders and teachers will demonstrate awareness of how to promote schoolwide positive culture by engaging all students, teachers, school staff and stakeholders.
EEG Departments <ul style="list-style-type: none"> • Food Service • Communications • Compliance • Finance/Payables • Facilities • Marketing • Community Engagement • Human Resources • Communications • State Reporting 	EEG Executive Team	School leaders will receive departmental updates from EEG team members.

Safety and Compliance Professional Development

The Educational Empowerment Group partners with *PublicSchoolWORKS* to provide federal and/or state-required, trainings. All school staff are required to participate in individual virtual trainings and complete and assessment at the end of each to demonstrate mastery. All staff have a timeline to complete the trainings which can be accessed at any time. Completion of courses are monitored by the Vice President of Compliance and the Vice President of Schools. Professional development courses include but are not limited to the following:

[Safety and Compliance PD Courses](#)

Participant	Requirement	Course
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CERTIFIED & CLASSIFIED		
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Brand? Including custom AED policy and locations of AED
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Training Confirmation
All Staff		<u>EEG Training on AED Use</u>
All Staff	Safety	Back Injury Prevention and Ergonomics
All Staff	OSHA (1910.1030(g)(2))	Bloodborne Pathogens for School Employees — Full / Refresher
All Staff	ORC 3313.6023	Cardiopulmonary Resuscitation (CPR)
All Staff	Liability	Child Abuse and Neglect Mandated Reporting — Ohio
All Staff	Liability	<u>Continuous Learning</u>
All Staff	Liability	Cybersecurity Awareness
All Staff	Title IX	Discriminatory Harassment – Identification and Response
All Staff	OSHA (1910.38(e)) ORC 3737.73	<u>Emergency Management Plan Curriculum</u>
All Staff	OSHA (1904.29(b)(2))	Employee Accident & Exposure Reporting
All Staff	OSHA (1910.157(g)(4))	Fire Safety and Fire-Extinguisher Use

All Staff	District Request	First Aid - Choking	
All Staff	District Request	First-Aid – Fundamentals	
All Staff	OSHA (1910.1200)	Getting a Safety Data Sheet (SDS)	
All Staff	OSHA (1910.1200)	Hazard Communication for School Employees (Right to Know)	
All Staff	SEC. 1512 42 CFR 423.56 SEC 2715	Healthcare Notification	
All Staff	OSHA 1910.1030(g)(2))	Hepatitis B Vaccine Consent / Waiver / Request	
All Staff	McKinney-Vento Act	Homeless Education - Serving Students under McKinney-Vento	
All Staff	Chapter 102 of ORC	Ohio Ethics Law	
All Staff	HB66	Reporting Fraud (Ohio)	
All Staff	Liability	<u>School Handbook</u>	
All Staff	Ohio	School Policies and Procedures	
All Staff	Liability	Sexual Harassment	
All Staff	Safety	Slips, Trips and Falls Prevention	
All Staff	Family Educational Rights and Privacy Act (FERPA)	Student Privacy Rights (FERPA)	

All Staff	Title IX	Title IX: Protecting Students and School Employees from Sexual Harassment (General Awareness)	
All Staff	OSHA (1910.147)	Lockout/Tagout Awareness	
DESIGNATED EMPLOYEES			
Clerical / Office, Counselor / Psych / Therapist, Teacher (Special Education)	OAC 3301-51-04 IDEA 300.123 Part B	Collecting and Using Personally Identifiable Information	
Designated Personnel	Ohio	<u>Medication Administration Curriculum</u>	
Designated Diabetes Personnel	ORC 3313.7112	<u>Diabetes Course Curriculum</u>	
All Staff	OAC 3301-35-15	Restraint and Seclusion (Ohio)	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Additional Information for Coordinators, Investigators and Decision-Makers	
Title IX Personnel	Title IX 34 CFR 106	Title IX: How to Investigate and Adjudicate Formal Complaints	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Informal Resolution Process	
CERTIFIED			
Certified Admin / Staff (K-12)	HB190	Code of Professional Conduct for Educators	

Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 1 of 5: Preventing Child Abuse and Human Trafficking	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 2 of 5: Depression and Suicide Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 3 of 5: Bullying Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 4 of 5: Prevention of Mental, Emotional and Behavioral Disorders in Students	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 5 of 5: Building Safe and Supportive School Environments	
Certified Admin / Staff (K-12)	OAC 3301-7-01 OAC 3301-13-05	Ohio Ethical Use of Tests	
All Teachers	CIPA (for districts with E- Rate funding)	CIPA Course Curriculum (Student & Teacher Courses)	
Teacher (Phys Ed)	Ohio Pupil Activity Permit	Concussion in Youth Sports — Heads Up	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Chemical Safety	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Science Lab Safety	
CLASSIFIED			
Clerical / Office / Library	District Request	Microsoft Word 2016	
Clerical / Office / Library	District Request	Microsoft Outlook 2016	

Clerical / Office / Library	District Request	Microsoft Excel 2016	
Custodial / Facilities	EPA - AHERA (40CFR Part 763)	Asbestos 2-Hour Training (4-course curriculum)	
Custodial	OSHA (1910.1001)	Asbestos Hazard Awareness	
Custodial / Facilities	OSHA (29 CFR 1910.332)	Electrical Safety	
Custodial, Maintenance	Liability	Ladder Safety	
Maintenance	OSHA (1910.146(g))	Confined Spaces - Entry Level	
Maintenance	OSHA (1910.146(g))	Confined Spaces - Permit Required	
Maintenance	OSHA (1910.178)	Forklift Safety	
Custodial / Facilities	OSHA	Lockout/Tagout - Authorized Employees	
Food Service	7 CFR 210.30	<u>Food Service USDA Curriculum</u>	
Food Service	Civil Rights Compliance and Enforcement – Nutrition Programs and Activities #83-1	Civil Rights in Child Nutrition Programs – USDA	
Food Service	OAC 3717-1-02.4	Food Safety for Food Handlers including custom food service policies and procedures regarding contamination within course	

Food Service Lunchroom Monitor	ORC 3313.815	Heimlich Maneuver Demonstration Confirmation	
Specially Assigned Targeted Professional Development			
<p>School leaders and teachers receive targeted professional development based on specific areas of refinement, as evidenced by weekly classroom walkthrough data, extemporaneous observations and scheduled evaluations. Specially assigned trainings occur throughout the year for those with identified areas in need of improvement. The trainings may occur on-site, virtually or out-of-state.</p>			
School Calendar	6.3.1	<p>9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.</p>	
<p><u>School Calendar</u></p>			

Lake Erie International High School

2023-2024 School Calendar

August 2023							September 2023							October 2023							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5						1	2	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

November 2023							December 2023							January 2024							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
			1	2	3	4						1	2		1	2	3	4	5	6	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				
							31														

February 2024							March 2024							April 2024							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
				1	2	3						1	2		1	2	3	4	5	6	
4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
25	26	27	28	29			24	25	26	27	28	29	30	28	29	30					
							31														

May 2024							June 2024							July 2024							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
			1	2	3	4						1			1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				
							30														

 School Closed
 PD Professional Development (No School for Students)
 End of the Semester
△ Parent Teacher Conferences
 First and Last Day of School

- | | |
|---|--|
| Aug 8-18 Planning/Professional Development Days | Jan 12 End of 1st Semester-85 Instructional Days-467.5 Instructional H |
| Aug 21 First Day of School for Students | Jan 15 MLK Day - No School |
| Sep 4 Labor Day - Closed | Feb 8 Professional Development - No School for Students |
| Oct 12 Professional Development (No School for Students) | Feb 16 Professional Development - No School for Students |
| Nov 7 Professional Development (No School for Students) | Feb 19 Presidents Day - No School |
| Nov 10 Veteran's Day - No School | Mar 18-22 Spring Break - No School |
| Nov 21 Parent Teacher Conferences - 4:00pm - 7:00pm | Mar 29 Good Friday - No School |
| Nov 22 Parent Teacher Conferences - 8:00am - Noon - No Students | May 27 Memorial Day - No School |
| Nov 23-24 Thanksgiving Break - No School | May 30 End of 2nd Semester-88 Instructional Days-484 Instructional H |
| Dec 18 - Jan : Winter Break - No School | May 31 Staff Last Day |

13 Professional Development Days 951.5 Instructional Hours
 173 Instructional Days 5.5 Hour School Day

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.
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TIME		ELA	Science	CTE	Math	Social Studies
Student Arrival 8:00 - 8:20 a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
Period 1 8:20- 9:20 a.m.		ELA 9A/12B	Astronomy A	CTE Program/Career Prep	Geometry A	US History/Sociology (non-core)
Period 2 9:25-10:25 a.m.		ELA 11/12 B	Physical Science B/Biology A	CTE Pathways/Art Appreciation (non core)/Music B (non-core)	Algebra 1/2	World History A/Psychology (non-core)
Period 3 10:30-11:30 a.m.		ELA 10/11B	Physical Science A	CTE Program/ Music B, Health, Art Prep & PE (non-core)	Geometry A/Algebra 2 Financial Lit B	US History
Period 4 11:35 a.m.- 12:35 p.m.		ELA 11/12 B	Biology A	CTE Program/Art (non-core)	Algebra 1	US Gov't, Geography B/Sociology (non-core)/Economics (non-core)
Lunch 12:40-1:00 p.m.	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
Period 5 1:05- 2:05 p.m.		ELA 9A	Physical Science B/Biology B/Astronomy B/PE (non-core)	CTE Program/Art Appreciation A/B (non-core)	Financial Literacy A/B	US Gov't/Psychology, Economics & Sociology (non core)
Period 6 2:10 to 3:00 p.m.		ELA 9A/12B	Astronomy A	CTE Program/Career Prep	Geometry A	US History
Teacher Planning Period 3:15 - 4:00 p.m.	Teacher Planning Period Rotation - Teacher receives 1 6th period per week. (50 minutes and 3:15pm-4:00pm every day = 5 Planning hours/week					

6.3e Prevention and Intervention Policy

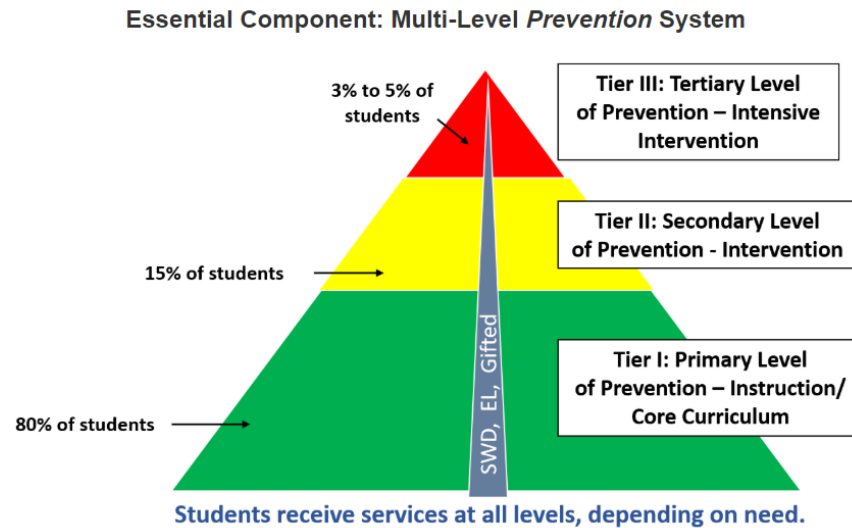
A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School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

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

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing 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%).</p>
<p>Lake Erie International High School appeals to those who thrive in a rigorous, motivational school setting in which the positive culture aids in fostering academic growth and development. Every instructional and behavioral strategy is designed to champion achievement. Further, the school draws at-risk students. At-Risk students can be defined as those who have characteristics which can have a direct impact on learning and ultimately affect graduation from high school. Characteristics include but is not limited to the following:</p> <ul style="list-style-type: none"> • Learning disability or illness; • Traumatic experiences; • Below proficient or grade level; • Economically disadvantaged; • Language barrier. <p>Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive Multi-Tiered System of Supports (MTSS). The MTSS framework will be utilized to address the academic, social, emotional and behavior needs of the students. The school will identify students at risk for poor learning outcomes based on various factors, monitor</p>		

student progress, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and identify students with learning disabilities. MTSS encompasses the following three tiers of intervention:

MTSS Intervention



The STAR system will manage MTSS programs through a tiered assessment and instruction framework allowing teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions. Moreover, teachers will employ necessary measures relative to SEL and behavior supports.

Identification of English Language Learners

The school will meet all state and federal requirements regarding English Language Learners according to The Provision of an Equal Education Opportunity to Limited English Proficient Students (1992), the U.S. Department of Education, and Office for Civil Rights. Upon enrollment, the school will identify all students whose primary or home language is other than English. The school will utilize the Language Usage Survey to identify these students. The enrollment coordinator will refer the student to our English for Speakers of Other Languages

(ESOL) test administrator for assessment. When the identified language is something other than English, the student is further assessed using the Ohio English Language Proficiency Screener (OELPS).

Assessment of English Language Learners

The Ohio English Language Proficiency Screener (OELPS) assesses one's ability to read, write, speak, listen and comprehend the English language. This assessment will assist the school in assessing both academic and social language skills. The results of this assessment are used to guide the design of the educational programming to ensure a student becomes English proficient. The OELPS also allows the school to measure progress with regards to English proficiency. Students determined to be English Language Learners will also be registered to take the Ohio English Language Proficiency Assessment (OELPA). Students must continue to participate in this assessment until they meet criteria established by the State of Ohio.

STAR Assessments offer personalized learning for ELL students. Upon the analysis of assessment data, student profiles are created to provide teachers with more information regarding ELL student academic performance and growth/rate of improvement. Moreover, benchmark reports are provided to compare an ELL student with other ELL peers, giving the teacher these benefits:

- Identify ELL students whose academic issues are broader than English Language Proficiency; *(Is the learning difference due to language difference or something else?)*
- Informs teachers of the average rate of improvement to expect for an ELL student in reading;
- Show student performance and growth relative to their ELL peers for better intervention and progress monitoring;
- More closely connect English Language Proficiency and academic outcomes.

These report profiles offer information used to assist in the accurate evaluation of the academic performance and progress of students who are not proficient in English, taking into account their language proficiency level and grade level.

Programming for English Language Learners

Programming is highly individualized depending on area(s) of need. The district team, along with the parent, convenes to discuss the results of the OELPA. The team then discusses how the needs will be met in the classroom or pull-out environment, how much time is necessary to adequately address the need and how progress will be monitored. The team also considers carryover of skills into all environments. In instances where the student is learning English in a pull-out environment, additional services will be provided within the classroom to ensure the skills are carried over into the student's typical learning environment.

Teachers of students identified as English Language Learners ensure that material is presented both orally and visually. Providing accommodations, such as guided notes or English words/pictures paired with the student's primary language (i.e., Spanish) words/pictures, to enhance the learning environment occurs to ensure the student is accessing the general education curriculum.

Identification of Students who are At-Risk of Academic Failure

The school will focus on students' assets which include their backgrounds and prior experiences, varied teaching strategies and meaningful learning in a very collaborative setting. However, it is understood that many students are at-risk of academic failure. Therefore, the school will identify students who are at-risk of failure through the MTSS program established within the school. The school has implemented early warning systems aimed at identifying struggling students before they fail and targeting resources to specific problems identified, including student attendance, behavior, and academic performance. Once a student is identified as needing extra support, Intervention Assistance Teams (IAT) develops an action plan, connects the student to resources and monitors progress. IAT meet weekly to discuss these students and the continually work on the plan for helping the student overcome obstacles impeding his/her progress.

Assessment of Students At-Risk of Academic Failure

The STAR system aids with the implementation of MTSS programs through a tiered assessment and instruction framework allowing teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions. In addition, instructors will administer short cycle assessments and progress monitor to evaluate the academic progress of students who demonstrate academic deficits.

Programming for Students At-Risk of Academic Failure

The regular education teacher will ensure that Tier I interventions for any student will be implemented within the classroom by using adaptations and accommodations to the curriculum. Students who show a need for interventions beyond what the classroom teacher is providing will be referred to The Intervention Assistance Team (IAT). The IAT will meet regularly to formulate an education plan for all Tiered II students providing leveled supports and interventions. These may include tutoring, mentoring, and referrals to after-school programs and other organizations. The IAT will dictate timelines for monitoring the interventions. If it is determined that the interventions are not rectifying the issue, the student will be referred to the multi-disciplinary team to determine if he or she has issues that would dictate Tier III interventions that require and IEP or a 504 plan.

Identification and Assessment of Academically Advanced or Gifted Students

Upon enrollment in the school, the enrollment coordinator will obtain information from the parent/guardian or school of previous enrollment on the placement of a student in a gifted program. Students may be identified as gifted in the following areas: superior cognitive ability, specific academic ability, creative thinking ability or visual and performing arts.

Students will be identified as having a superior cognitive or creative thinking ability based on the results of the Wechsler Intelligence Scale for Children – Fourth Edition. Students are identified as being academically advanced or gifted in a specific academic area based on the results of the Wechsler Individual Achievement Test – Third Edition. Students are identified as being gifted in the area of visual and performing arts based on the results of an established rubric which scores performance visual art/music/drama/dance performance.

Programming for Academically Advanced or Gifted Students

Once a student has been identified as academically advanced or gifted, a program is individualized to meet the student's needs. This may include providing additional supports both in and out of the student's traditional classroom to ensure he/she is appropriately challenged. Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive Multi-Tiered System of Supports (MTSS). The MTSS framework will be utilized to address the academic, social, emotional and behavior needs of the students. The school will identify students at risk for poor learning outcomes based on various factors, monitor student progress, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and identify students with learning disabilities. MTSS encompasses the following three tiers of intervention:

Tier I: Tier I is inclusive of all students for early identification and involves core content instruction. Teachers practice instructional delivery methods as they would in any general classroom setting, such as differentiation, rigor and evidence-based strategies. General education progress monitoring occurs through formative instructional practices, along with the utilization of core programs, adjustments through small group instruction, peer-to-peer learning and computer-based learning materials.

Tier II: This tier involves monitor at-risk students more frequently to evaluate the effectiveness of instructional changes. Further, detected skill deficiencies are addressed through focused small group instruction, one-on-one instruction or curricular software. Academic and/or behavior supports are provided as needed. Additional assessments may be administered to further identify specific areas of strengths and weaknesses.

Tier III: Tier III is comprised of writing individualized, annual goals, conducting intensive progress monitoring, and documenting the effectiveness of interventions for those who need intensive instructional, social, emotional and/or behavioral services.

Curriculum Intervention Resources

Academic/Behavioral	TIER 1	TIER 2	TIER 3
Reading/ELA	<i>SchoolsPLP</i>	<ul style="list-style-type: none"> • Explicit instruction in comprehension and vocabulary using individualized reading interventions; • Commonlit.org – paired-reading texts, grade-level text with vocabulary, assessment questions combined with reading. • DEW’s Assessment Authoring – create standards-based assignments to remediate on standards that students have a demonstrated learning gap. 	<ul style="list-style-type: none"> • Commonlit.org – paired-reading texts, grade-level text with vocabulary, assessment questions combined with reading. • DEW’s Assessment Authoring – create standards-based assignments to remediate on standards that students have a demonstrated learning gap. • Intensive supports
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Math	<i>SchoolsPLP</i>	<ul style="list-style-type: none"> • Kahn Academy 	<ul style="list-style-type: none"> • Kahn Academy • Intensive supports

Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Science	<i>SchoolsPLP</i>		
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Social Studies	<i>SchoolsPLP</i>		
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers

The school's TBT utilizes the STAR Assessment and student reports to identify specific learning gaps in student learning. Additionally, the TBT uses the standards proficiency in student reports to target specific standards and skills for students not meeting grade-level expectations.

1. The identification of students' learning needs is followed by the selection of explicit, instructional strategies targeted to meet those needs.
2. Interventions utilized must provide students with explicit strategies, techniques, knowledge, content-based principles, or rules that enable them to solve problems/tasks independently.
3. Interventions are provided in:
 - a. Providing additional instructional time;

b. Working with students individually or in small groups;

Menu for Intervention Strategies

Repeated Readings	Scaffolded comprehension	Questioning for understanding
Reciprocal teaching	MAX Teaching strategies	Explicit vocabulary
Explicit background knowledge instruction	Progress monitoring (exit slips, CRs, Assessment Authoring)	

Behavior Interventions

The school will employ a variety of actions to ensure students are learning in a safe environment. Moreover, the school climate will reflect positivity, whereby students take ownership of their actions and overall school success. Students must have a voice and feel they are a valuable contribution to the atmosphere of the school. Positive behavior supports and restorative practices will be implemented as a collaborative approach to accomplish behavior expectations.

Positive Behavior Supports

The school has implemented school-wide Positive Behavior Intervention Supports. School-wide PBIS is a Level 1 strategy in Ohio's Evidence Based Clearing House, making it highly effective and most likely to bring positive change to students. A targeted focus will be launched to implement Positive Behavior Interventions and Supports to further promote positive behavior among students. It has been determined that effective (PBIS) is the foundation for desired positive academic and behavioral outcomes throughout the school.

In order to establish an orderly, engaged, supportive, and positive school culture, a universal and tiered PBIS program needs to be in place. Tier One includes strategies that promote universal prevention, Tier Two is targeted prevention and Tier Three is specialized prevention. With respect to the discovery of the root causes of areas of concern of the school, the team examined areas of precedence which would influence student achievement. It has been determined that if the basic necessities of students are not met, the likelihood of increased student achievement is decreased. Emotional, physiological and safety needs must be considered before expecting student success in areas of behavior and academics. Thus, in consideration of the effective implementation of school wide PBIS, the aforementioned strategy will be utilized to promote this endeavor.

The employment of school-wide Positive Behavior Interventions and Supports is highlighted in the Ohio's Evidence-Based Clearing House as a Level 1 strategy. Therefore, it is proven to help create a positive school climate. A tiered PBIS has been identified as an efficient method of application:

Tier 1 – Universal Interventions

Tier 2 – Targeted Interventions

Tier 3 – Intensive Interventions

Utilizing this strategy will afford us the opportunity to progress in our efforts to create, implement, and monitor a successful program that assists in increasing attendance, a decrease in referrals, and creates a healthy relationship with parents and community.

There are a variety of factors that contribute to a school's culture, which subsequently affects student achievement. Location, neighborhood culture, socioeconomic status, instructional methods, student diversity, and school administration and staff are just a few factors that impact school culture. One way to address the variety of needs of students and barriers of a positive school culture is to implement school wide Positive Behavior Intervention Supports.

With a formal, systematic and explicit program in place, at-risk students will be better able to succeed in a rigorous learning environment that supports their hierarchy of needs, while also engaging our parents and community with the school to assist in providing more enriched opportunities and resources. A structured PBIS program will serve as a foundation for enriching the school as a whole, in addition to family and community engagement programs.

Fostering a positive climate directly corresponds with the decrease of behavior referrals, as academic achievement cannot be realized if the classroom is not a safe and nurturing environment. The goal of each classroom teacher is to have no more than 2 referrals per week. In addition, for every negative adult-to-student encounter, there should be three positive adult-to-student encounters. As positive behavior strategies are implemented, the expectation is to decrease behavior referrals and ultimately end out-of-school suspensions. Decreased disciplinary referrals will promote a culture where students feel accepted and validated, thus contributing to a positive school climate. Increased professional development will allow the proper factors which influence negative behavior and solutions to remedy the issues.

Referrals and suspensions and the correct use of the PBIS system will be monitored by the building Administration. Administration will be responsible for creating school-wide interventions, as well as classroom interventions as needed, to ensure that students are making positive choices and that they are exhibiting positive character traits as supported by our PBIS program. Referral/suspension data will be

analyzed at the end of each month, and specific patterns in misconduct related to repeated behavior infractions by same students, will be assessed to ensure that our students' specific needs are being met, and that the pattern of misconduct is decreased.

Decreased Chronic Absenteeism: With a large number of students that tend to arrive to school tardy as well as students who exhibit a pattern of repeated absences, a targeted goal to ensure these issues are being addressed is important for the success of the program. The Attendance Committee will be responsible for contacting and communicating with families, providing interventions, re-establishing partnerships that provide student services, creating individual student goals and ensuring the teachers are using PBIS. Administration will oversee the committee to ensure its effectiveness. If the benchmarks are not being met, a further analysis of the interventions provided, and strategies utilized will be assessed to ensure that an increase in student attendance and decrease in student tardiness is evident. Professional Development for teachers on chronic absenteeism and other interventions will be employed. With a concentrated effort on PBIS, the developed culture and climate will assist in meeting this goal as well.

Decreased Referral Rates: The goal of decreasing the number of referrals and suspensions plays a large role in ensuring that we are meeting the specific needs of our students. The weekly referral benchmark, per teacher, will consist of no more than 10 student referrals per week.

PBIS is a framework for intervention and instruction and with CHAMPs, we can teach and reinforce appropriate behavior instead of only punishing misbehavior. The school utilizes Randy Sprick's CHAMPs as a behavior management practice. Training in CHAMPs is implemented over the summer to ensure all staff are prepared to implement the practice in the Fall. Throughout the year, professional development continues to refine the CHAMPs practices. Weekly classroom walkthroughs will be conducted by Administration and EEG to ensure proper utilization of CHAMPs as a classroom management tool. Individual teacher data will be reviewed monthly through the EMPOWER Warehouse (data collection site) to ensure all staff are using CHAMPs effectively and when additional training will need to be provided for those who require it. The overall goal of the CHAMPs classroom management system is to develop an instructional structure in which students are responsible, motivated, and highly engaged in the specific task. CHAMPs is an acronym that clearly and concisely establishes student expectations and behaviors during any type of instruction, transition, or activity.

In addition to the above, effective and frequent communication with parents is essential on the success of the student, as well as the school. Staff contact parents on a monthly basis providing updates on student progress, behaviors, barriers to success and academic progress. Communication to parents can consist in in-person meetings, conference calls, emails and/or letters. In addition, students and their mentor teacher meet weekly to discuss their success plan to ensure they are making adequate progress.

Restorative Practices

In alignment with the 5 skills of restorative practices (Relationship, Respect, Responsibility, Repair and Reintegration), teachers and staff will forge positive relationships with the students. Social Emotional Learning will be integrated into academics to assist with becoming aware of each student as an individual. Norms will be implemented and communicated for the instructional day, and the positive behavior intervention system will foster respect and responsibility through a team effort. Positive accountability among students and staff members will motivate students to make right choices. When students exhibit unacceptable behavior, teachers, administration and student leaders will assist them with taking responsibility, repairing the relationship and reintegration. Conferences with the student will occur, and goals and action steps will be formulated to resolve the issue. Students will take ownership of their behavior by reflecting, refocusing and demonstrating and understanding of the impact of their behavior.

Disciplinary Consequences

Disciplinary consequences will be implemented based on the nature of the infraction. Students and parents will become cognizant of disciplinary practices and consequences through student orientation and the student handbook. The school will take every measure to ensure students are able to remain in school to accomplish academic goals, while ensuring the school is safe. When the safety of the faculty, staff and/or students is in jeopardy, the threat will be removed from the school building.

Social and Emotional Supports and Interventions

The Educational Empowerment Group has a division dedicated to Social and Emotional Learning. The mission, vision and core values are as follows:

Mission - To elevate the experience of our diverse school communities by engaging them in the learning and application of life-long social and emotional learning skills that promote equity, excellence, and empowerment for holistic success in life.

Vision - To meet each student's academic, social, and emotional needs; build community; and provide a safe, inclusive, culturally responsive, and equitable learning environments where students can learn, excel and develop greater self-awareness. Students and staff will feel safe, valued, respected, and encouraged to be compassionate and critical thinkers who are motivated to pursue their dreams, and acquire lifelong self-management skills to face new challenges.

Core Beliefs

- Social and emotional learning is dynamic and developmental.
- Academic learning is intricately linked with social and emotional learning.
- A sense of physical and emotional safety and a sense of belonging combine to form an essential foundation for teaching and learning.

- Student development of SEL skills leads to the increased ability to connect meaningfully with diverse populations, perspectives, and identities, yielding more equitable and better performing schools.
- It is essential that adults understand, practice, model, and apply social and emotional skills in order to support the development of these competencies in students.

Goals

- Promote a shared vision for SEL, culture, and student and staff wellness.
- Provide SEL foundational learning for the school community.
- Build connections with students and families.
- Encourage student and family well-being.
- Advocate for a productive learning environment.
- Design opportunities for adults to connect, heal, and build capacity to support students.
- Apply data analysis to sustainably improve support for students and families.

The Community Engagement and SEL divisions will work cohesively with the school to ensure that needed resources are available to support the social and emotional well-being of each student. The Executive Director of Community Engagement will collaborate with the Director of SEL and Student Success and the school leader to forge partnerships with community entities which provide social, mental and emotional supports. These partnerships will provide needed services to the students. Additionally, an SEL Coordinator will work directly with the school to perform the following actions:

- Provide individualized, classroom-based and/or team-based support to implement resources and tools for social emotional learning, mental health, mindfulness, and well-being of students.
- Facilitate the integration of social emotional learning and mindfulness as a regular part of a proactive classroom behavior management system to assist with instructional delivery.
- Provide staff development on the social emotional learning program components and how it assists instructional design as it relates to meeting content and social emotional learning standards.
- Assist and collaborate with teachers in the collection and analysis of data to improve student achievement and plan for future instruction.
- Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
- Serve as a resource in identifying appropriate instructional strategies and interventions to improve social emotional learning for all students.
- Work with principals to create a school-wide focus on goals for social emotional learning.
- Help build strong social and emotional competence in teachers and other educators & supports staff with creating and following personal self-care plans.

SEL Coordinators will facilitate student support group discussions and peer mediation on a weekly basis.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its school improvement plan. The 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 school improvement plan by September 30th.


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

6.5 Assessment Plan

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

Nationally Normed Assessment	6.5	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.</p>
<p>The school will use the DEW approved STAR Assessments for the contract period. The school utilizes STAR Assessments to inform instruction, using valid and reliable data that is offered in real time. STAR measures every student's growth over time, whether or not the state standards change. STAR provides an immediate snapshot of where a student is performing, regardless of grade level. Having instantaneous test results allows staff to create actionable goals to use in the classroom immediately to ensure gaps are being closed in student learning within the same school year. STAR allows staff to be proactive instead of reactive in terms of restructuring instruction as needed.</p> <p>Engaging families and students in the learning process is important, and STAR allows the school to collaboratively develop learning goals. Data provided by STAR administrations allows the school to reinforce evidence based instructional practices, evaluate programs and identify any professional development needs. Thus, STAR Assessments allows the school to compare and predict student achievement and growth over time, and data is utilized in the OTES 2.0 model to display student growth measures. The school administers three testing sessions per school year (Fall/Winter/Spring) TBTs, the CSLT and the Data and Assessment Coordinator study the data and submit written analyses of the assessment data to the sponsor by June 30 of each school year.</p>		
Ohio's State Assessments	6.5	<p>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</p>

		Assessment.
<u>Assessment Calendar</u>		

		School Name Testing Calendar - 2023-24 School Year	
Assessment		Grade Level(s) & Subject(s)	Administration Dates & Details
STAR	Renaissance STAR - Window 1 Pre-test	9-12 - Math & Reading	Window 1 - August 1, 2023 to Dec. 22, 2023
			All students enrolled in this window must test.
			13 weeks of instruction before post-test
OELPS	Ohio English Language Proficiency Screener	9-12 potential English Learners	August 2, 2023 to June 28, 2024
			Given within 30 days of student's enrollment
Readiness	OST Readiness Assessments	9-12	Benchmarks/Checkpoints - Oct. 2-13, 2023, Nov 6-17, 2023, Dec. 4-15, 2023, Feb. 5-16, 2024, March 4-15, 2024, & April 1-12, 2024
EOC	Fall End-of-Course OSTs	9-12 - ELA 1 & 2, Algebra 1, Geometry, Biology, American History, & American Government	November 27, 2023 to January 12, 2024
			15 consecutive school days
STAR	Renaissance STAR - Window 2 Post-test	9-12 - Math & Reading	Window 2 - January 3, 2024 to May 24, 2024
			All students enrolled in this window must test.
			13 weeks of instruction before post-test
OELPA	Ohio English Language Proficiency Assessment	9-12 Identified English Learners	January 29, 2024 to March 22, 2024
AASCD	Alternate Assessment for Students with Significant Cognitive Disabilities	9-12	February 26, 2024 to April 19, 2024
ACT	American College Test - State-Funded Administration for 11th Grade Students	11 - Reading, English, Math, & Science	February 27, 2024 to February 29, 2024
			March 5, 2024 to March 7, 2024 - Makeups
			Fee waivers available for 12th grade students
EOC	Spring End-of-Course OSTs	9-12 - ELA 1 & 2, Algebra 1, Geometry, Biology, American History, & American Government	ELA - March 25, 2024 to April 26, 2024
			Math, Science, Social Studies - April 1, 2024 to May 10, 2024
			15 consecutive school days for each window
EOC	Summer End-of-Course OSTs	9-12 - ELA 1 & 2, Algebra 1, Geometry, Biology, American History, & American Government	June 24, 2024 to June 28, 2024
			Optional test administration

The school will utilize assessment results in a variety of ways. LEIHS will first use these results to understand each student and meet his/her individual academic and social needs. The results will inform instruction, determine student strengths, limitations, and provide the staff data to be utilized to measure student progress, provide intervention, remediation, acceleration, and information for Individual Learning Plans. The results will also provide teachers with information relative to gaps in student knowledge. Teachers will then take the necessary steps to fill in the gaps for each student. Moreover, assessment data is utilized in the determination of grade level promotion, achievement and flexible groupings.

Assessment data also provides knowledge of which students are at-risk and ensures intensity of instruction is based on the individual student need. Additionally, the school will use data from all forms of assessment to evaluate overall school performance and make decisions for continuous improvement. Analysis of assessment results by cohorts and the school as a whole will help identify weak areas where teaching style or curriculum may need to be changed, providing an opportunity for professional development. Weak areas may also indicate a need for re-teaching or expansion on the content. The collection of continuous assessment data enables leaders to make meaningful decisions at multiple points during the year and obtain critical data to document and monitor student progress and to disaggregate results according to federal mandates.

LEIHS administers all required state assessments to include Ohio Air (American Institute of Research) End-of-Course standardized tests, American College Test (ACT), ACT WorkKeys, and the OELPA (when applicable). The Executive Director of Assessment will retrieve scores once released by the state, provide raw data and summarized charts to the school administrator and Board of Directors. The school administrator will disseminate and discuss testing data with staff, students, and parents.

Once testing data is available, Data and Assessment Coordinator will provide growth charts to the administrator and Director of Curriculum and Instruction. The Director of Curriculum and Instruction will work with the administrator to create action plans and create SMART goals. Testing results will fuel targeted professional development for the staff after data interpretation/analysis has occurred. This approach will allow for the school administrator to initiate professional development that is relevant and useful to the staff. There will also be a review of OIP goals and strategies after each test administration to ensure they are effective.

[Formative Assessment Measurements](#)

Quizzes, Tests, and Classroom-Based Assessments	On-going
Assessments in the core content area	As needed by the teacher

Informal assessments such as projects	On-going and running records
Authentic Assessments, such as Project Work	On-going

The chart below is a comprehensive overview of all assessments the school will utilize to evaluate student progress and performance.

[Assessment Chart](#)

Purpose of Assessment	Name of Test(s) or Other Measures	Type of Measure (Growth-Achievement- Both)	Rationale for Selecting	Frequency of Administration
End of Course/AIR	Ohio State Tests	Tests are administered online, once in the fall and again in the spring. The tests consist of two parts that contain selected and extended responses	State achievement tests reveal how well students are growing in the knowledge and skills outlined in Ohio's Learning Standards. These tests help guide and strengthen future teaching, so the school can be sure that it is preparing students for long-term success in school, college, careers and life.	Twice a year, fall and spring

College Entrance Readiness (ACT, SAT)	ACT	The test is administered in an online format in the spring of a student's junior year. The test is composed of four multiple-choice sections in English, Math, Reading, and Science.	State law requires districts and community schools to administer the state-funded ACT or SAT to all grade 11 students in the spring of the school year. The test also guides students to connect their non-academic information with career exploration and college-fit resources. Additionally, the test is aligned with Ohio's Learning Standards and WorkKeys.	Once a year, paid for by the state. Students can also use a school-issued fee waiver to take the test at other testing locations.	
WorkKeys and other Career Readiness	WorkKeys/WebXam	The WorkKeys is a criterion-referenced, multiple-choice test designed to measure an individual's skills needed in the workplace. Specifically, in applied math, graphic literacy, and workplace documents.	WorkKeys is an industry-recognized, application-based assessment used to measure work readiness and can be used to satisfy components of Ohio's graduation requirements. The assessments measure foundational domains that are required for success in a wide variety of current jobs.	Annually	

		The WebXam is an online test used for CTE programs for end-of-course testing. It has a blend of question types that consist of scenario-based, graphics, comprehension, application, analysis, and evaluation. There is a total of 40 questions on the test.	WebXam is the primary means of evaluating students' technical skill attainment and district career-technical education pathway program performance. WebXam proficiency also is used to provide secondary students with college credits through the Career-Technical Assurance Guide (CTAG) credit program.		
Alternative Assessments	AASCD	The AASCD will be administered by grade levels: 3-8 and 10 th grade. Students will be assessed in English language arts, mathematics, and science depending on one's grade level. The test is administered online.	Ohio's Alternate Assessment for Students with Significant Cognitive Disabilities (AASCD) is aligned to Ohio's Learning Standards–Extended (OLS-E) and designed to allow students with significant cognitive disabilities to demonstrate their knowledge and skills in an appropriately rigorous assessment.	Annually, in February	

Norm Referenced Testing (2x/yr. min.)	STAR Renaissance	Renaissance Growth assessments are computer adaptive achievement test in math and reading. The test is administered online and consist of 40-53 questions.	RENAISSANCE Growth assessments measure what students know and inform educators and parents about what they are ready to learn next. RENAISSANCE assessments help teachers identify the instructional level of the student and also provide context for determining where each student is performing in relation to local or state standards and national norms. RENAISSANCE reports allow teachers to better target instruction based on students' strengths and needs. RENAISSANCE Growth assessments are reliable predictors of performance on Ohio's State Tests.	2 times a year, fall – spring	
Progress Monitoring/Short Cycle Assessment	Teacher-Created Short cycle assessments	Format will vary based on grade level, but in general will include 8-10 questions that is aligned to one or two content standards. Types of questions to include multiple choice, short answer, and extended response.	The use of short-cycle assessments in reading and math will allow teachers additional monitoring of the student' progress with the learning standards. They provide real-time data in which one can quickly differentiate instruction to meet the needs of small groups, whole class, and individual needs.	Monthly	

Student Growth Measures/Teacher Evaluation	OTES 2.0	Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.	OTES 2.0 is a professional growth model and is intended to be used to continually assist educators in enhancing teacher performance. An effective professional growth model considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher.	Continuous throughout the school year.
Physical Education Benchmarking	Ohio Physical Education Assessment	The evaluation instrument assesses students through direct observation.	To determine a student's overall competency in physical education academic standards.	Conducted throughout the school year.
OELPA	Ohio English Language Proficiency Assessment	This assessment measures the proficiency of English Learners to determine whether learners can be exempted from the English Language Program	To determine a student's overall proficiency in English language acquisition	Once per year beginning in February through the end of March.
OELPS	Ohio English Language Proficiency Screener	This assessment determines whether students are identified as EL learners.	To adjust instructional strategies to meet the needs of EL learners	Monthly

Monitoring of the aforementioned assessments will occur on a monthly basis by the EEG academic team to analyze data and provide supports to the school. Moreover, the data analysis will reveal the school's progression towards established goals and the effectiveness of the outlined action steps.

Formative Assessments	6.5	3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.
<p>The school employs various measures to evaluate student performance. Formative assessments, such as quizzes, projects, and classroom assessments will be utilized by teachers to inform and improve instruction. A combination of formal and informal assessments will provide teachers and students with continuous, immediate feedback. Students will be able to monitor their own progress and understanding through informal, ungraded self-checks. Discussions, journals, and unit quizzes will allow students to interact with content at a personal level, as well as demonstrate comprehension and skills to teachers. Formal assessments will be important structured opportunities for teachers to provide immediate feedback for reinforcing key learning objectives as stated in the Effective Elements of Effective Instruction. Results of formative assessments will be analyzed and used to modify or redirect instruction.</p> <p>Students will be required to demonstrate knowledge acquisition through Unit Tests and Course Completion Exams. These assessments will include both computer- and teacher-scored tests. Computer-scored tests offer immediate and objective feedback, while written responses assess thought processes and supporting evidence. Other assessments that will be utilized include the Ohio State Tests, projects and quizzes.</p> <p>The school will utilize assessment results in a variety of ways. LEIHS will first use these results to understand each student and meet his/her individual academic and social needs. The results will inform instruction, determine student strengths, limitations, and provide the staff data to be utilized to measure student progress, provide intervention, remediation, acceleration, and information for Individual Learning Plans. The results will also provide teachers with information on gaps in student knowledge.</p>		
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.
<p>LEIHS provides satisfaction surveys annually to both parents and students. They are done anonymously, so that everyone can be forthcoming and honest. This practice ensures that the school garners the truth (which is one of the purposes of the survey). From these surveys, the school can determine areas of reinforcement and refinement. Further, the school can identify resources that need to be put in place to meet the needs of the students. Moreover, the school can also identify parental concerns (if there are any) and address those accordingly.</p>		

Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.
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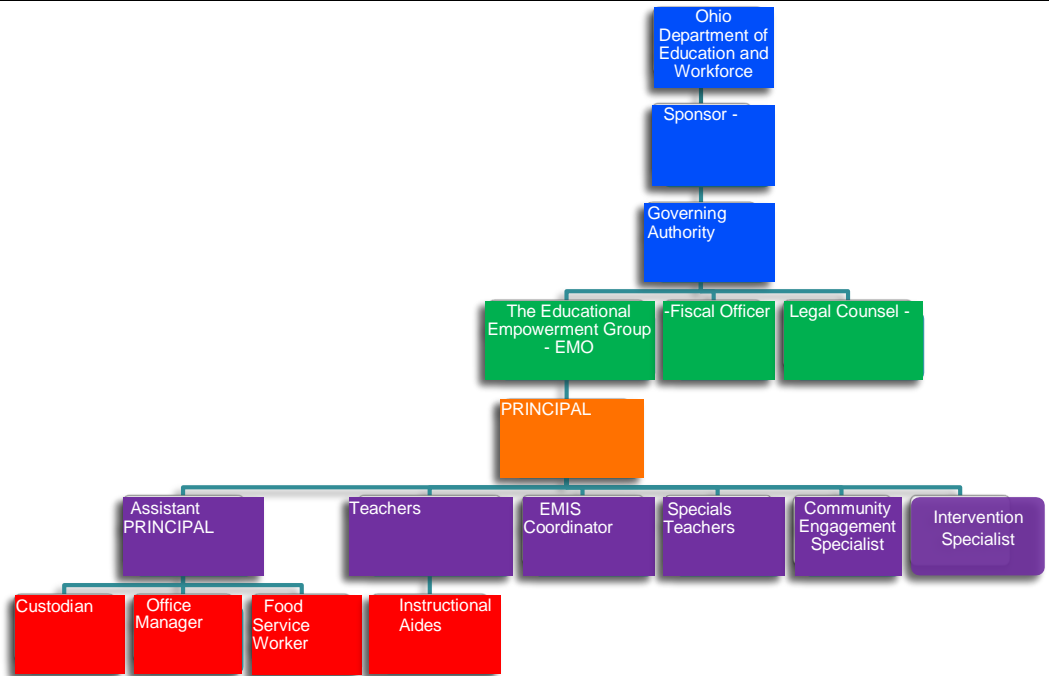
Lake Erie International High School will apply various practices to gauge student performance. Relying solely on standardized assessments may not produce an all-inclusive view of academic achievement. Other methods of evaluation include but are not limited to student portfolios, projects, reports, student presentations, project-based learning, formative assessment practices within the classroom and student participation. Further, instructors will create multiple opportunities for students to demonstrate mastery by applying the standards to hands-on activities incorporating art, poetry, music and technology. These diverse methods of measuring student performance will tap into students' interests to produce a clear picture of individual abilities. Moreover, these approaches will foster collaboration, problem solving and critical thinking. Each student is different, and one size does not fit all. Therefore, the school will employ a variety of methods to assess student learning.

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).
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[School Organizational Chart](#)



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) Structured Literacy Specialist, f) other. *Please only include job titles.*

The following is a list of the types of positions that will be needed ensure the school’s program will be effective. Certain positions will vary in number in relation to student enrollment, and others may be provided via contracted services:

Administrative

- School Principal
- Assistant Principal/Dean of Students

- Academic Coach

Teaching

- ELA Teacher
- Math Teacher
- Science Teacher
- Social Studies Teacher
- Intervention Specialist

Specialized

- EMIS Coordinator
- Custodian

Contracted

- Related SPED Services

Students will learn and grow with at least a 28:1 student to teacher ratio. Students will have credentialed teachers and Intervention Specialists to assist with their educational endeavors. Intervention Specialists will serve the special needs student population through the inclusionary model, where each student will be educated in the least restrictive environment. Individual Learning Plans will be developed based on all student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies.

As set forth below, the school will ultimately be governed by the Board and then operated by LEIHS staff. LEIHS will work with The Educational Empowerment Group, an EMO, to provide management services. EEG leadership staff has extensive experience in the creation, launch, and overall operations of charter schools throughout the State of Ohio. The founder of EEG has experience in teaching, administration, curriculum, professional development, operations and overall school management. Roles and Responsibilities for each position are listed below:

Principal/Director

Responsibilities:

- Pursue the vision and execute the mission of the school;
- Provide instructional leadership and direction to staff;
- Supervise and observe all instructional programs and practices in the school, including coaching and mentoring directly or through

- other staff and/or professional development programs;
- Hire, evaluate, terminate staff as needed;
 - Serve as liaison to the Board of Directors, including providing formal and informal reports to the Board and Management Company;
 - Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior;
 - Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, discipline systems to ensure a safe and orderly climate, building maintenance, program evaluation, personnel management, office operations, and emergency procedures;
 - Ensure compliance with all laws, board policies and civil regulations;
 - Establish the annual master schedule for instructional programs;
 - Evaluate lesson plans and observing classes (teaching, as duties allow) on a regular basis to encourage the use of a variety of 21st Century instructional strategies and materials;
 - Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school;
 - Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students;
 - File all required reports regarding violence, vandalism, attendance and discipline matters;
 - Establish a professional rapport with students and with staff that has their respect;
 - Display the highest ethical and professional behavior and standards when working with students, parents and school personnel. Serve as a role model for students, dressing professionally, demonstrating the importance and relevance of learning,
 - Notify immediately the Management Company, and appropriate personnel and agencies when there is evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or students appearing to be under the influence of alcohol or controlled substances.
 - Keep the Management Company advised of employees not meeting their contractual agreement;
 - Keep the staff informed and seek ideas for the improvement of the school;
 - Conduct meetings, as necessary, for the proper functioning of the school;
 - Establish and maintain an effective inventory system for all school supplies, materials and equipment;
 - Establish procedures that create and maintain attractive, organized, functional, healthy, clean, and safe facilities, with proper attention to the visual, acoustic and temperature;
 - Assume responsibility for the health, safety, and welfare of students, employees and visitors;
 - Develop clearly understood procedures and provide regular drills for emergencies and disasters;
 - Maintain a master schedule to be posted for all teachers;

- Establish schedules and procedures for the supervision of students in non-classroom areas (including before and after school);
 - Maintain visibility with students, teachers, parents and the Board;
 - Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the student in the school.
 - Use effective presentation skills when addressing students, staff, parents, and the community including appropriate vocabulary and examples, clear and legible visuals, and articulate and audible speech;
 - Use excellent written and oral English skills when communicating with students, parents and teachers;
 - Complete in a timely fashion all records and reports as requested by the Board and/or Management Company;
 - Maintain accurate records; and
 - Perform other duties, as deemed appropriate, by the Management Company or the Board of Directors.
- Reports to: BOD Qualifications:
- Principal license preferred;
 - Bachelor's degree in education or other related discipline;
 - Demonstrated successful teaching experience preferred in an urban education setting;
 - Minimum of three years demonstrated successful leadership in an administrative position;
 - Excellent oral and written communication skills;
 - Computer literacy;
 - Effective organizational skills with the ability to perform multiple tasks;
 - Demonstrated ability to exhibit strong interpersonal skills with students, parents and community; and ability to meet established deadlines.

Academic Coach

- Works with the instructional staff in the improvement of individual staff competencies;
- Facilitates Academic Site Visits with the school sponsor;
- Ensures fidelity of the Special Education program by conducting observations/evaluations of Intervention Specialists and attending SPED meetings when needed;
- Provides oversight and leadership of Teacher-Based Team meetings;
- Fosters a professional learning community of collaboration among educators;
- Provides shared leadership of the attainment of OIP goals;
- Collaborates with the Director of Teacher Support Services with mentoring and the Resident Educator Program;
- Ensures teacher understanding and implementation of the Ohio Model Curriculum;
- Provides support with standards-based lesson plans and learning targets;
- Collaborates with the Executive Director of Assessment, Analysis and Accountability, with regard to testing initiatives and data analysis;
- Assumes the role of testing coordinator within the school;

- Guides teachers in the administration of Ohio's Learning Standards;
- Monitors the rigor of the academic offerings in all classrooms;
- Ensures that appropriate differentiation in curricula and instruction are available to all students, specifically students with special needs and ELL students;
- Maintains an inventory of all curricula;
- Conducts observations and evaluations of instructional staff and provides effective feedback;
- Coaches and mentors struggling instructional staff;
- Collaborates with administrative and supervisory personnel on the overall education program;
- Counsels teachers on matters of school-wide concerns in order to help them improve their effectiveness;
- Attends and actively participates in professional development conferences and meetings at the local, state and national levels;
- Assists in establishing optimum learning environments and positive culture within EEG's schools;
- Coaches teachers to apply content knowledge and research-based strategies to assist with student mastery of Ohio's Learning Standards;
- Facilitates the analysis of student assessment data to inform instruction and academic performance gains;
- Works toward favorable student academic growth on summative and formative assessment;
- Provides oversight of all screenings, state required and NWEA/MAP assessments;
- Collaborates with the Directors Curriculum and Instruction for best practices and strategies;
- Performs any other duties as assigned;

Assistant Principal/Dean of Students

Responsibilities

- Enforces guidelines to maintain proper discipline and conduct;
- Assists in the development and administration of policies dealing with discipline, conduct, and attendance;
- Communicates relevant policies and procedures with regard to student discipline, conduct, and attendance to students, staff, and parents;
- Assists the Principal with student expulsions;
- Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills;
- Works with and assists staff in the development of effective classroom discipline and organization;
- Maintains an effective and safe school environment;
- Assists Building Principal with fire, storm and tornado drills on a regular basis and is able to implement emergency evacuations and lockdowns effectively;

- Prepares required reports and paperwork such as discipline reports, suspension reports, expulsion paperwork, discrimination complaints, injury reports, parent communications, and other paperwork as assigned;
- Works with the Principal in the preparation of appropriate handbooks;
- Assists in the selection and mentoring of staff;
- Supervises and evaluates certified and paraprofessionals as assigned;
- Works as a team member to meet the system-wide needs of the Academy;
- Assists in supervision of special events;
- Assists in the care and management of the building and grounds, furniture, equipment, apparatus, books, and supplies;
- Facilitates communication between personnel, students and/or parents for the purpose of evaluating situations, solving problems and/or resolving conflicts;
- Represents the school within community forums for the purpose of maintaining ongoing community support for educational goals and/or assisting with issues related to school environment;
- Notifies the Building Principal when maintenance is needed; and
- Performs other duties as assigned by the Principal or Management.
- Attends professional development training and meetings as assigned.

Teacher

Responsibilities:

- Develop lesson plans that ensure the attainment of state learning and common core standards;
- Uses computers and other technology provided to assist students;
- Adapts and enriches the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning;
- Information, media and technology savvy;
- Must see the potential in emerging tools and web technologies and manipulate them to serve the students' needs;
- Develop classroom experiences that teaches students not only the facts but how to apply what they learn to solve real world problems;
- Guide students to develop the broader competencies increasingly important for success in an ever more complex and demanding world of 21st Century Skills;
- Provide ample opportunities to all students to develop 21st century skills in activities outside the classroom such as student organizations, physical activities, and service learning;
- Engaging and empowering learning experiences for all learners; and
- Fully connected to learning data and tools for using the data; to content, resources, and systems to create, manage, and assess

engaging and relevant learning experiences; directly to their students in support of learning both inside and outside school. General School and Classroom Responsibilities:

- Understands, accepts, and abides by the school's philosophy and mission statement in all his/her school activities;
- Student-centric, holistic, and teach about how to learn as much as teaching about the subject area;
- Models tolerance, global awareness, reflective practice, and models the behaviors we expect from our students;
- Prepares instructional lesson plans as directed;
- Administers all standardized tests as directed;
- Keeps accurate records on each student such as: grade books and report cards, lesson plans, attendance records, and behavior/discipline records.
- Maintains confidentiality concerning all student information and any professional matters;
- Works with staff to improve student learning and achievement;
- Deploys sound classroom management techniques;
- Engage in collaboration with colleagues demonstrating a model of "connected educators" – this replaces solo practitioners (sage on the stage) and develops positive working relationships with students, parents, school personnel and the public;
- Required to attend and/or participate in school activities as directed by the principal such as: staff meetings (before or after school hours), open houses, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems;
- Follows all corporate and School policies and procedures;
- Participates in professional development workshops/programs;
- Maintain status of Highly Qualified Teacher as per federal definition; and
- Performs other duties, as deemed appropriate, by the Principal and Management Company.

Reports To: Director

Qualifications:

- Minimum bachelor's degree;
- Certification/Licensure in appropriate teaching area;
- Excellent oral and written communication skills;
- Proficient in computer applications;
- Knowledgeable in use of web resources, online tools, technology tools, etc.;
- Effective organizational skills with the ability to perform multiple tasks; and
- Satisfactory completion of local, state, and federal criminal history check and TB test.

Intervention Specialist

Responsibilities:

- Ensure that all students identified with a disability are given the same learning opportunities as non-disabled students;

- Work closely with the classroom teacher in making sure that student needs are met, IEP goals are taught and IEP provisions are followed;
- Plan and deliver instruction to identified students in the classroom or intervention room, in small group or 1-on-1 as needed to help students meet IEP goals;
- Allot time with each student based on IEP's Specifically Defined Services and learning goals;
- Make recommendations to teachers on ways to best meet the needs of students;
- Proactively communicate with Principal if students are not making the expected progress;
- Develop behavior plans for students whose behavior interferes with their or others' learning and monitor progress;
- Assist with designing intervention and monitoring response to intervention for students who are struggling, but not identified for special education services;
- Meet compliance deadlines for IEP's and ETR's;
- Maintain and update school Special Education Planning file as meetings take place;
- Be knowledgeable of Special Education Forms as they relate to compliance and make sure all documents are completed and have the required signatures in a timely manner, including but not limited to:
 - PR – 01 Prior Written Notice to Parents
 - PR – 02 Parent Invitation
 - PR– 03 Manifestation Determination Review
 - PR – 04 Referral for Evaluation
 - PR – 05 Parent Consent for Evaluation
 - PR – 06 Evaluation Team Report (ETR)
 - PR – 07 Individual Education Plan (IEP)
 - PR – 09 Services Plan
- Work with Speech and Language Teacher to make sure the speech only IEPs are in compliance;
- Be a member of Speech Only IEP team meetings;
- Contact psychologist for evaluations;
- Make sure that teachers fill out required paperwork needed for Psychologist o Review Psychologist's evaluations for accuracy;
- Brings forward any issues with the Psychologist's evaluation for clarification;
- Write IEPs;
- Gather information from the classroom teacher to write specific measurable IEP goals;
- Review the IEP draft with the Classroom Teacher(s) and Principal before the team meeting;
- Use school selected software to write IEPs;
- Organize and conduct team meetings for IEPs and ETRs;

- Make any changes to IEPs based on team decisions;
- Obtain signatures at team meeting and provide final copy to parent;
- Maintain Special Education Files;
- Maintain sign out log for all Special Education files;
- Update Special Education Files as needed;
- Complete Progress Reports;
- Create IEP progress report template with updated goals following any IEP meeting in which goals were revised;
- Work with classroom teacher to monitor goals and update the progress report each semester;
- Make sure all dates are in compliance with deadlines specified by law;
- Complete all Special Education EMIS required reporting;
- Update Section 504 plans yearly;
- Meet with parents to revise 504 plans;
- Facilitate Testing Accommodations during State testing. Evaluation of Intervention;
- Establish effective working relationship with the students' families to facilitate progress toward IEP goals;
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management Company.

Instructional Aide

Responsibilities

- Discuss assigned duties with classroom teachers in order to coordinate instructional efforts;
- Prepare lesson materials, bulletin board displays, exhibits, equipment, and demonstrations;
- Present subject matter to students under the direction and guidance of teachers, using lectures, discussions, or supervised role-playing methods;
- Tutor and assist children individually or in small groups in order to help them master assignments and to reinforce learning concepts presented by teachers;
- Supervise students in classrooms, halls, cafeterias, playground, and gymnasiums, or on field trips;
- Conduct demonstrations to teach such skills as sports, dancing, and handicrafts;
- Distribute teaching materials such as textbooks, workbooks, papers, and pencils to students;
- Distribute tests and homework assignments, and collect them when they are completed;
- Enforce administration policies and rules governing students;
- Grade homework and tests, and compute and record results, using answer sheets or electronic marking devices;
- Instruct and monitor students in the use and care of equipment and materials, in order to prevent injuries and damage;
- Observe students' performance, and record relevant data to assess progress;

- Organize and label materials and display students' work in a manner appropriate for their eye levels and perceptual skills;
- Organize and supervise games and other recreational activities to promote physical, mental, and social development;
- Participate in teacher-parent conferences regarding students' progress or problems;
- Provide extra assistance to students with special needs, such as non-English-speaking students or those with physical and mental disabilities;
- Take class attendance, and maintain attendance records;
- Assist in bus loading and unloading;
- Attend staff meetings and serve on committees as required.
- Maintain computers in classrooms and laboratories and assist students with hardware and software use.
- Requisition and stock teaching materials and supplies.
- Type, file, and duplicate materials.

Enrollment Coordinator

Responsibilities:

- Establish presence in the community for outreach and recruiting purposes;
- Provide enrollment counseling for incoming students and families;
- Processing new student enrollments, student transfers, student withdrawals, and waiting lists;
- Serve as liaison to parents and facilitate parent education and involvement;
- Administer all enrollment, grading, scheduling standard operating procedures and timelines;
- Utilize and maintain the computerized student information system;
- Create and maintain student records, which include the updating and maintenance of both hard copy and online student records;
- Prepares and/or maintains computer records of student attendance; enters data from submitted forms; reviews late/early-arrival forms, and reconciles with absences to create "tardy" and "early-leave lists; Maintain attendance accounting records in accordance with EMIS standards; Ensure attendance are accurate; verify with parents and teachers the validity of daily attendance as reported;
- Generate and distribute excessive absences letters or other attendance problem letters to parents;
- Maintains records of students' scores on state mandated tests and standardized tests;
- Maintains records of student suspensions, student withdrawal from school, and record of reasons for student withdrawal;
- Prepares and/or maintains various files, and reports on exceptional, gifted, or special education children being served by the School as it relates to the student information system;
- Prepares customized reports for School needs;
- Disseminates information to the Principal and other School personnel regarding student information requirements for the operation of the student information system;
- Communicates with school personnel, parents, students, and central office staff while complying with the confidentiality

requirements in local, state, and federal policies and status;

- Perform the duties associated with receptionist (i.e., answer phones, take messages, greet visitors/guests, address student needs, and release students as requested).
- Assist in yearly enrollment;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality;
- Perform other duties, as deemed appropriate, by the Principal or Management.

Custodian

Responsibilities

- Arranges furnishings and equipment for the purpose of providing adequate preparations for meetings, classroom activities and special events;
- Attends in-service training (e.g. blood borne pathogens, cleaning solvents, floor care, first aid, maintenance training, etc.) for the purpose of receiving information on new and/or improved procedures;
- Cleans assigned school facilities (e.g. classrooms, offices, restrooms, multipurpose rooms, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment;
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution;
- Inspects school facilities for the purpose of ensuring that the site is suitable for safe operations, maintained in an attractive and clean condition, and/or identifying necessary repairs due to vandalism, equipment breakage, weather conditions, etc.;
- Maintains supplies and equipment (e.g. cleaning solutions, paper products, vacuum, mops, etc.) for the purpose of ensuring the availability of items required to properly maintain facilities;
- Paints interior of classrooms, offices, restrooms, etc. for the purpose of maintaining an attractive facility;
- Repairs furniture and equipment as maybe required (e.g. faucets, toilets, light fixtures, etc.) for the purpose of ensuring that items are available and in safe working condition;
- Responds to immediate safety and/or operational concerns (e.g. facility damage, injured and ill students, alarms, etc.) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning educational environment;
- Secures facilities and grounds for the purpose of minimizing property damage, equipment loss and potential liability to organization;
- Assists other personnel for the purpose of supporting them in the completion of their work activities; and
- Perform other duties, as deemed appropriate, by the Principal or Management.

Recruitment and Retention Plan	8.1	<p>3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at:</p> <p>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.</p>
<p>The school will utilize various forms of recruitment methods to hire the best possible staff. Staff will be hired from within the local and surrounding areas. The website will have all available positions listed and a section where possible candidates can apply online. The school will also use online teaching websites, such as DEW, K12 Jobspot, Paylocity and Indeed to post available positions. The principal will attend college recruitment fairs to recruit top teaching candidates that are entering their teaching career or changing positions.</p> <p>EEG believes that creating and maintaining an atmosphere of respect among all employees will help to retain high quality teachers. Teacher empowerment is an important component of the school instructional design. Teachers will be seen as professionals who are the experts. Teachers in the same content area will both physically and organizationally create Professional Learning Communities (PLC’s). This will allow teachers to work together to plan lessons and meet the needs of their students. Teachers will also work collaboratively in PLCs to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. EEG will continue to develop talent in all employment classifications through high quality professional development, mentoring, and other forms of collaboration.</p> <p>EEG will also retain high quality teachers through a comprehensive compensation and benefits package. It is EEG’s desire to pay all regular employees’ wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable. Compensation may vary with individual and school’s performance, as well as, in compliance with all applicable statutory requirements.</p> <p>In addition to receiving an equitable salary, employees may be eligible for other benefits that will enhance their job satisfaction. A good benefits program will be a solid investment in our employees. The Director and Board of Directors will periodically review the benefits program and will make modifications as appropriate to the school’s offerings.</p> <p>In addition to the of the above stated items, the school will follow the guidelines of the Ohio’s Educator Equity Plan, as EEG realizes that effective teachers’ decision to stay in a high poverty and high priority school is greatly impacted by the schools’ teaching and learning conditions. EEG will prioritize providing an increase in professional learning opportunities and career pathways that will allow teachers to pursue conduits in leadership and effectively develop their skills to educate students. Further, EEG will ensure that school leaders are provided with the appropriate professional development and training to support our educators which will provide an essential structure for effective teaching and learning. In addition, the school will form partnerships with local colleges that will help the school recruit and hire</p>		

qualified teachers in identified shortage areas. In the school, EEG will provide a high- quality induction into the school for all new teachers which includes a mentor teacher that will provide additional support and peer coaching.		
Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
Students will learn and grow with at least a 28:1 student to teacher ratio. Students are taught by qualified teachers, Intervention Specialists, as well as support staff who will be part of the collaborative team to support each student in their educational endeavors. Intervention Specialists will serve the special needs student population through the inclusionary model, where each student will be educated in the least restrictive environment. Individualized Education Plans will be developed based on each student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies through the Multi-Tiered System of Supports process.		
Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.
<p>The school anticipates a 3% increase in FTEs per year. Based on the projections and actual enrollment, additional staff will be hired according to the needs of the school and student population.</p> <p>Upon increased enrollment, additional classroom teachers, academic coach, or non-teaching positions will be added to the current staff roster. Other staff may be added as the school's needs change. These may include additional certified teachers or certified aides in the following areas:</p> <ul style="list-style-type: none"> • Special Education • Title Teachers • Academic/Career Coach <p>All licensed teachers will be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the school will forward teacher qualifications including but not limited to the content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education and Workforce, to the sponsor for compliance purposes.</p>		

The school will also employ necessary non-teaching employees. Prior to the first day of school, 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. All teachers and paraprofessionals shall meet the standards, as applicable per the Ohio Department of Education and Workforce. 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.

Performance Framework

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card	5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars

*Schools will receive 0.5 points based on a 1 Star rating if the schools’ overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement *Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
Progress *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
Gap Closing *Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
Early Literacy *Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
Performance Area	Description	Scoring Scale				
		Above Target	Target	Below Target	Far Below Target	

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

<p>Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.</p>		3
		<p>2022-2023 33 *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024</p>
<p>Target Points (at least a 75%): *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.</p>		<p>2021-2022 18 *Based on 2021-2022 local report card</p>
		<p>2022-2023 24.75 *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024</p>

DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card <small>*Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.</small>	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9



Intervention Attachment- 6.4 ***Dropout Prevention and Recovery Schools*** (As defined by ORC 3314.36)



➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School 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 Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- The school will continue to progress through Levels 1-3 of intervention levels until school receives a “Meets Standards” or higher for the Overall School Rating on the Local Report Card. When the school receives a grade of “Meets Standards” or higher, interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standards” or higher on the Overall School Rating.
- All schools must develop and implement a school improvement plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.36 and evaluated under 3314.017)

Level 1 Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

1. Overall School Rating

The Sponsor Will:

- A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.
- 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.
- C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the school improvement plan action steps.

The School Will:

- 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 a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
 - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically 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 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.	E. 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.
F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	F. Make reasonable efforts to 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.
	G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 2 (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

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 Level 1 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.

B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.

C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.

C. 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.

D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.

D. Using the Ohio Standards for Principals, the School will review and clarify 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.

E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.

F. 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.

Intensive Academic Intervention status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “Meets Standards” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 3 Actions

After Receiving a third consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

If the School is not required to close by the Ohio Revised Code, the Sponsor may:	The School Will:
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation status is lifted.
C. Place the school on Probation status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.

Attachment 8.3 Disposition of Employees

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

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

Attachment 8.4 Employee Benefits

Lake Erie International High School will continue to ensure that all required benefits are in place and offered to its eligible employees, including teaching, service, and administration staff. These benefits include STRS/SERS (as applicable) and health insurance, should the employee choose and may also include dental/ vision. The board's human resource committee will continue to monitor the school's comprehensive benefits program and identify cost-effective potential providers in accordance with the vendor policies adopted by the board.

Benefits made available to employees will include:

- Insurance Coverage

A comprehensive, quality insurance program will be provided to eligible employees in the areas of health, dental, vision and life insurance. Insurance will also be available to eligible family members.

- Recognized Holidays

Regular full-time employees will be eligible for holiday pay. Recognized holidays include those school holidays, which are recognized by the public school district (according to the district calendar) in which the employee is employed with the Charter School. This does not include the summer holidays.

- Paid time off

Each full-time employee is awarded paid time off based on their start date.

- STRS and SERS

Retired teachers will receive a reasonable and reliable defined benefit pension through STRS and SERS. Members enrolled in STRS will contribute 14% of their salary. Members enrolled in SERS will contribute 10% of their salary.

Total Student FTE	220	211	184	131	135	139	143	147
Instructional Staff	11	11	9	6	6	6	6	6
Administrative Staff	3	3	3	2	2	2	2	2
Other Staff	6	6	7	2	2	2	2	2
Purchased Services								
Rent	\$ 156,002	\$ 189,199	\$ 188,370	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 360,000
Utilities	\$ 19,681	\$ 26,039	\$ 29,291	\$ 20,177	\$ 20,177	\$ 20,177	\$ 20,177	\$ 20,177
Other Facility Costs	\$ 58,898	\$ 109,319	\$ 164,032	\$ 164,032	\$ 164,032	\$ 164,032	\$ 164,032	\$ 164,032
Insurance	\$ 29,169	\$ 21,271	\$ 30,120	\$ 25,369	\$ 25,369	\$ 25,369	\$ 25,369	\$ 25,369
Management Fee			\$ 318,524	\$ 304,484	\$ 304,484	\$ 304,484	\$ 304,484	\$ 304,484
Sponsor Fee	\$ 67,338	\$ 60,639	\$ 69,392	\$ 60,897	\$ 60,897	\$ 60,897	\$ 60,897	\$ 60,897
Audit Fees	\$ 48,743	\$ 49,955	\$ 47,699	\$ 51,731	\$ 51,731	\$ 51,731	\$ 51,731	\$ 51,731
Contingency	\$ 13,750	\$ 13,750	\$ 13,750	\$ 14,125	\$ 14,125	\$ 14,125	\$ 14,125	\$ 14,125
Transportation		\$ 17,118	\$ 22,615	\$ 13,323	\$ 13,323	\$ 13,323	\$ 13,323	\$ 13,323
Legal	\$ 52,915	\$ 48,307	\$ 53,050	\$ 55,977	\$ 55,977	\$ 55,977	\$ 55,977	\$ 55,977
Marketing	\$ 6,454	\$ 22,952	\$ 9,555	\$ 33,494	\$ 33,494	\$ 33,494	\$ 33,494	\$ 33,494
Consulting	\$ 303,561	\$ 178,883	\$ 60,171	\$ 2,988	\$ 2,988	\$ 2,988	\$ 2,988	\$ 2,988
Salaries and Wages								
Employee Benefits								
Special Education Services			\$ 128,408	\$ 36,619	\$ 36,619	\$ 36,619	\$ 36,619	\$ 36,619
Technology Services			\$ 49,565	\$ 40,532	\$ 40,532	\$ 40,532	\$ 40,532	\$ 40,532
Food Services	\$ 10,808	\$ 48,967	\$ 51,647	\$ 50,204	\$ 50,204	\$ 50,204	\$ 50,204	\$ 50,204
Other		\$ 14,691	\$ 14,691	\$ 14,691	\$ 14,691	\$ 14,691	\$ 14,691	\$ 14,691
Total	\$ 767,318	\$ 786,398	\$ 1,250,879	\$ 1,248,642	\$ 1,248,642	\$ 1,248,642	\$ 1,248,642	\$ 1,248,642
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	-5.18%	0.00%	-4.09%	-37.91%	3.00%	3.00%	3.00%	3.00%
Growth in New Capital Outlay	0.00%	-100.00%	0.00%	0.00%	-43.50%	-100.00%	0.00%	0.00%
Growth in Operating Receipts	-1.69%	7.26%	-8.36%	-21.50%	0.00%	0.00%	0.00%	0.00%
Growth in Non-Operating Receipts/Expenses	694.78%	-177.66%	110.18%	156.55%	-77.25%	-4.79%	0.00%	0.00%
Days of Cash	0.56	0.68	1.02	0.81	1.19	1.31	1.33	1.36

Assumptions Narrative Summary

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Westfield Bank	\$ 1,400,000		\$ -	\$ 1,400,000.00	Westfield Bank
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 1,400,000	\$ -	\$ -	\$ 1,400,000.00	

Assumptions Narrative Summary

- 1) Enrollment Trends
Enrollment is assumed at 131 for FY 24 with a 3% increase each year. Foundation to remain constant as the although we expect enrollment to increase due to drop out recovery history. Building maximum capacity is 250
Staffing is assumed to be 10 for all years of the forecast. The building is not at maximum capacity and does allow for enrollment growth. Employees are paid out of both general and federal grant funds. Cost of living increases of 2% for all years after FY 24
Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, the school provides health insurance coverage to its staff. Benefits are projected to be between 23% to 35% of salaries for FY 2024 – FY 2028.
- 2) Staffing levels
Reduction in salary for Superintendent for FY 23 and beyond, replaced with management company
Will be servicing Students 9-12
- 3) Service levels
State settlement report as of March 24 for annual revenues for FY 24. Projected increases in enrollment and revenue
Is based on casino, refunds, and other miscellaneous receipts.
- 4) State foundation
Increased by 3% in conjunction with revenue increases.
- 5) Other receipts
- 6) Operating Disbursements

- 7) Debt School has no debt, however will close on a loan with local bank by April 24.
General fund purchased services are the largest expenditure item. The five largest general fund purchased service items are rent, consultants, repairs/maintenance/trash removal, and utilities. No increases for inflation were projected for FY 2022-26 based on contractual agreements.
- 8) Purchased Services Other objects do not include audit fees and insurance as the new format requires them to be included in Purchased services. All other fees per the USAS manual are included.
- 9) Other objects
- 10) Other assumptions
- 11) Additional Assumptions For years beyond FY 24, certain expenditures will increase 3% besides contracts that are considered multi-year or standard contracts.
- 12) Federal Receipts Excess grant dollars allocated to school from Essers and ARP. Grants to conclude roughly FY 24.
Reduction in grants for years 2025-2026
- 13) Other Debt The school is in the process of purchasing a building for 2.4 mil during FY 24. Loan should conclude by April 15, 2024. Payment terms are not reflected during FY 24 until loan closes. For years FY 25 and beyond, those payments will be reflected within the forecast. Also the school was awarded 1M through the state facilities grant program. Expect to receive 1M during FY 25.

Total Expenditures per pupil

FY 24	29,450.31
FY 25	23,118.62
FY 26	14,707.28
FY 27	14,707.28
FY 28	14,234.04

Community School Budget

IRN No. 151183

County: Cuyahoga

**School Name Lake Erie International High School
Budget for Fiscal Year 2024**

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ 228,937	\$ 159,164	\$ 178,202								\$ 566,304
Retirement Fringe Benefits 200	\$ 73,325	\$ 50,933	\$ 57,025								\$ 181,282
Purchased Services 400	\$ 344,091	\$ 40,532	\$ 164,493	\$ 51,731	\$ 569,578	\$ 13,323	\$ 50,204			\$ 14,691	\$ 1,248,642
Supplies 500	\$ 41,552	\$ 10,474	\$ 13,942		\$ 8,404		\$ 2,082				\$ 76,454
Capital Outlay 600									\$ 1,770,000.00		\$ 1,770,000
Other 800				\$ 15,309.00							\$ 15,309
Total	\$ 687,904.49	\$ 261,103.69	\$ 413,661.68	\$ 67,040.00	\$ 577,982.04	\$ 13,323.00	\$ 52,285.69	\$ -	\$ 1,770,000.00	\$ 14,690.55	\$ 3,857,991

Budget Per Pupil

Estimated Student Enrollment	131	\$5,251.18	\$1,993.16	\$3,157.72	\$511.76	\$4,412.08	\$101.70	\$399.13	\$0.00	\$13,511.45	\$112.14	\$29,450.31
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Note:

This budget was updated in conjunction with the spring five year forecast

Assumption for the Fiscal Year 2024

Expected Enrollment

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students										32.75	32.75	32.75	32.75

Expected Instructors

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

Expected Administrative Staff

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

All Other Expected Staff

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

Expected Purchased Services

Rent	\$ 360,000
Utilities	\$ 20,177
Other Facility Costs	\$ 164,032
Insurance	\$ 25,369
Management Fee	\$ 304,484
Sponsor Fee	\$ 60,897
Audit/Accounting Fees	\$ 51,731
Contingency	\$ 14,125
Transportation	\$ 13,323
Food Service	\$ 50,204
Legal	\$ 55,977
Marketing	\$ 33,494
Consulting	\$ 2,988
Salaries and Wages	
Employee Benefits	
Special Education Services	\$ 36,619
Technology Services	\$ 40,532
Food Services	
Other	\$ 14,691
Total	\$ 1,248,642

Fiscal Year 2024-2028 Projected Debt

Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Westfield Bank	\$ 1,400,000.00		\$ -	\$ 1,400,000.00	Westfield Bank
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)			\$ -	\$ -	
Total	\$ 1,400,000.00	\$ -	\$ -	\$ 1,400,000.00	

Narrative Summary

Name of sponsor: St. Aloysius
 Name of management company:
 Name of treasurer Darlene Holt

Revenues were based upon the September 23 foundation settlement report with an fte of 131. This is a drop in the prior year. In addition, casino funds were added as a state unrestricted line item based on historical

data from Ohio Dept of Taxation. From Oct-June, revenues were based on allocations from state data and current enrollment at 131
Federal dollars were based on CCIP and estimated
food costs per contract.

Expenditures:

Salary increases include 2% cost of living and bonuses twice a year
Benefits were based off of medical and retirement estimates
Purchased services were mainly from approved contractual obligations approved by the board. Remainder from reoccurring expenditures from prior years
Supplies were derived from contractual obligations from multiple vendors

Other - based on historical data (bank charges, etc.. Immaterial)

Supplies were derived from historical and current contractual obligations including grant expenditures for instructional supplies.

Other expenditures:

Insurance for liability and director and officers insurance are the main expenditures with other dues and fees based from historical data.

Debt Proceeds: Plans to purchase building in FY 24, but will be updated in FY 25 to reflect terms and conditions and will be included in the debt schedule.