

This **CHARTER** is entered into by and between ST. ALOYSIUS (“**Sponsor**”) and River Gate 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 458 Franklin Street SE, Warren, Ohio 44481 (address of school) (“**School**”) in Trumbull County, Ohio; and

WHEREAS, the **School** is located in the Warren City 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, acquire facilities as needed, and charter for services necessary for the operation of the **School**. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.

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

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

Sponsor within ten (10) business days of the effective date of such changes, along with a copy of all documentation and filings.

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

1.4 **Sponsor**. The **Sponsor** shall carry out the responsibilities established by law and provide monitoring, oversight and technical assistance to the Schools in accordance with R.C. 3314.03(D) by completing the following:

- (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 the Performance Framework included as Attachment 6.4, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.017 and any other analysis conducted by the Ohio Department of Education on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report;
 - (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) If necessary, take steps to intervene in the **School's** operation to correct problems in the School's overall performance. If necessary, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. The **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law, if the conditions are not remedied to the satisfaction of the **Sponsor**. The **Sponsor** may also take steps to terminate the Charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing**

Authority is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
 - (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and
- (f) Provide assurances in writing to the department of education not later than ten business days prior to the opening of the school's first year of operation or, if the **School** is not an internet – or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building as required in R.C. Section 3314.19; and
- (g) Abiding by the requirements in its contract with the Ohio Department of Education, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the **School**; and
- (i) Oversee the **School's** closure

ARTICLE II

School Governing Authority

2.1 **Governing Authority Members**. The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five (5) Directors, who are not owners 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 email 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 (members, Directors or trustees of the Board) including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within ten (10) business days of such change.

School Governing Authority members may be compensated per R.C. 3314.02(E)(5) based on the Governing Authority's approved policy or resolution.

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

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

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

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion of the training. Existing **School Governing Authority** 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.** All **School Governing Authority** Members are required to obtain a criminal background check, including both a BCI and a FBI in compliance with R.C. 3314.19(I). The BCII and FBI background checks must have been completed within one (1) year prior to the School Governing Authority Member being appointed to the **School Governing Authority**. A potential **School Governing Authority** member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCII and FBI check has been submitted directly to the **Sponsor or board counsel**. 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 **School Governing Authority** 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, management company employee or agent

of the **School Governing Authority** obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

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

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

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

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

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

- (c) Signature on this Charter shall be evidence of granting of read only access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the Governing Authority so that the **Sponsor** may be discussed or to avoid unintentional waiver of 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, including the **School's** credit card (or procurement card) policy, adopted and include them as [Attachment 2.8](#) in this Charter.

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](#).

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate

the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor**.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the **School's** independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within ten (10) business days of execution. This contract shall be incorporated as [Attachment 3.2](#).

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

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

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

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

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

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

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

3.6 **Safety Plan.** Under R.C.3313.669, 3313.6610 and 5502.263, the **School Governing Authority or designee** shall submit to the director of public safety, 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.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. 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 or the local traditional public school district in which the **School** resides.

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

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

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

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

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

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the Governing Authority, shall do one of the following:
 - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
 - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
 - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on the **School's** 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 policy for early entrance.

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

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

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection. The **School's** attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended,

expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services. Additionally, the **School** shall not suspend, expel or remove a student from the **School** under section 3313.66 of the Ohio Revised Code solely on the basis of the student's absences from school without legitimate excuse.

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

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

3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.23 (Standards governing operation of internet – or computer – based community schools).

3.15 **Community School Bond.** No **School** shall initiate operation after February 1, 2016, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the **School Governing Authority**, the **Sponsor** or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

3.16 **Enrollment and Residency Policy.** The **School Governing Authority** must adopt an Enrollment and Residency Policy in accordance with sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code.

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

ARTICLE IV

Compliance With Laws

4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.948 (Provision of data to multi-state consortium provided), 3302.037 (Notification of report card results to parents, boards), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 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), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6025 (Instruction on proper interactions with peace officers), 3313.6026 (FAFSA data sharing agreement), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 and 3313.6610 (SAVE Students Act), 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 (Requirements related to care of students with diabetes), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software),

3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3319.073 (In-service training in child abuse prevention programs), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Multi-sensory structured literacy certification), 3319.22 through 3319.31 (Licensure/certification of employees), except that the School may engage non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301, 3319.321 (Confidentiality), 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), 3319.47 (Sexual harassment counseling), 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 or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 3333.31 (Rules for determining student residency), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3365 (Post-Secondary Enrollment Options 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. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

The **School** shall also comply with R.C. 3302.04 (Three year continuous improvement plan – intervention by department – site evaluations) and R.C. 3302.041 (Failure to make adequate

progress – corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

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

The **School** shall comply with all provisions of Title IX.

4.2 **Compliance with Other Laws.** The **School** and the **School Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law 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 **458 Franklin Street SE, Warren, Ohio 44481**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this Charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing.

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

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

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

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and approved by the **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. If the **School** changes locations, adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Ohio Department of Education at least ten (10) business days prior to the **School** using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority** but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.

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

5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to adequately notify the owner of the facility of the closure if the **School Governing Authority** does not own the facility.

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of one hundred (100) students; and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. **The School shall serve grades 9-12 and ages 15-22.** The **School** shall provide the education plan template as provided by the **Sponsor** as **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 enrolled 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 **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the **Sponsor** determines that the number of students enrolled and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the management company or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

6.1.2 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 content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the learning opportunities that will be offered to students including both class-room based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). [Attachment 6.3](#) shall also include an explanation of how the educational program will be implemented within the **School's** facility.

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

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

6.4 **Accountability Standards.** The **School's** two academic and one non-academic goals shall be reflected in the **School's** OIP 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 September 30th. Each year, the **School** will be assessed on its performance on these goals and applicable local report card measures per the performance framework in [Attachment 6.4](#). 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 Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered, met and completed. The

nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** 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, 3313.6013, 3313.61, 3313.611, 3313.6113, 3313.6114, 3313.614, 3313.615, 3313.617, 3313.618, 3313.619, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3314.03, and 3326.11 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 Ohio Department of Education graduation requirements and any other **School Governing Authority** requirements. Within ten (10) days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

ARTICLE VII

Reporting

7.1 **Annual Report**. The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school improvement status of the most current school year as issued by ODE and statement from the **Sponsor**, its activities and standards. The **School** shall also post a copy of the **Sponsor's** annual report at the **School** and on the **School's** website each year prior to November 30.

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 or other impromptu visits as the **Sponsor** deems advisable or necessary.

ARTICLE VIII

Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3302.01, 3302.03, 3314.03, 3317.141, 3319.22 to 3319.31, and 3326.13, or other applicable sections of the Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) 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. If the **School** uses federal funds for the purpose of class size reduction by using Title 1 or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. 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.

8.2 **Staff Evaluation.** Each **School** must have a valid process, similar to OTES and 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 Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent. 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 8.3 to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.

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

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

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

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

ARTICLE IX

Finance

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

9.2 **Fiscal Officer**. The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the

School Governing Authority each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within ten (10) 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 with an unresolved finding.

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

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

9.4 **Budget**. A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.

9.5 **Borrowing Money**. The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.

9.6 **Payment to Sponsor for Oversight**. For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring,

oversight and technical assistance as required by law. 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 received by the **School**, allowing fiscal officers time to review and/or dispute the amount to be debited. If the **School** closes, payments to the **Sponsor** shall be made in full after all retirement funds of school employees and salary obligations have been fulfilled to **School** employees. 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 the time the **School** must repay the State or such time as may be required by the Ohio Department of Education or the Auditor of State.

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

ARTICLE X

Insurance/Indemnification

10.1 **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**; and
- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

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

ARTICLE XI

General Provisions

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

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

11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties. 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. The parties will strive to agree upon an arbitrator with 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 seven (7) years commencing on July 1, 2023 and ending on June 30, 2030. During the **2029-2030** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**. The high stakes review shall include a review of the data included in the performance framework of Attachment 6.4.

11.6 **Contract Performance Measures.** 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 ODE 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. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

- (a) Within the term of this Charter, the school may be permanently closed if the Ohio Department of Education determine that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the **School** receives a rating of 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. 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) **Invictus High School**
 - (ii) **Towpath Trail High School**
 - (iii) **Canton Harbor High School**
 - (iv) **Black River Career Prep High School**
 - (v) **Old Brook High School**
- (c) If the **School** is renewed and it received a rating of 2 Stars [Meets] in only one (1) applicable grade card component for the most recent school year, the **Sponsor** may offer a new charter agreement of up to three (3) years.
- (d) If the **School** receives at least 2 Stars in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, it is eligible for a contract term between three (3) of five (5) years.

- (e) If the **School** receives a grade of at least 3 Stars [Meets] in multiple LRC graded components for the most recent school year, the **Sponsor** may offer a new contract between five (5) to seven (7) years.
- (f) If the **School** receives at least 4 Stars in multiple LRC graded components, it is eligible for a contract term between seven (7) and ten (10) years.

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.

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

with the **Governing Board**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause or if funding to the **School Governing Authority** should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with ten (10) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within ten (10) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

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

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

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

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

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

- (a) the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or

- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

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

11.11 **Failure to Open/Permanent Closure.** If the **School Governing Authority** initially fails to open the **School** for operation by August 31st of the year the Charter is executed or if the **School** permanently closes prior to the Expiration Date hereof, this Charter shall become void, subject only to the survival of Article X, Section 10.2 of this Charter.

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 suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within ten (10) 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 Governing Authority member.

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

11.16 **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. 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.

[Signatures on Following Page]

Executed this 27th day of June, 2023 in Hamilton, Ohio.

St. Aloysius

School Governing Authority of River Gate High School

By: DocuSigned by:
John Bandy
D066D4AADCA443B...
(Name)

By: DocuSigned by:
Thomas S. Conley
00292103C30D40A...
(Name)

Its: President and CEO
(Title)

Its: Board President
(Title)

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

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
05/20/2022	202214001166	REINSTATEMENT (REN)	25.00	0.00	0.00	0.00

Receipt

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

AMY GOODSON CO., LLC
288 S. MUNROE ROAD
TALLMADGE, OH 44278

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
1178960**

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

RIVER GATE HIGH SCHOOL, INC.

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

Document(s)

REINSTATEMENT

Document No(s):

202214001166

Effective Date: 05/20/2022



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
20th day of May, A.D. 2022.

Ohio Secretary of State



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/18/2015	201516829687	AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00	0.00

Receipt

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

AMY E. GOODSON, ESQ.
288 S. MUNROE ROAD
TALLMADGE, OH 44278

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1178960

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

RIVER GATE HIGH SCHOOL, INC.

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

Document(s)

AMENDMENT TO ARTICLES

Document No(s):

201516829687

Effective Date: 06/11/2015



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
18th day of June, A.D. 2015.

Jon Husted
Ohio Secretary of State



Form 541 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

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

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

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

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

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

2015 JUN 11 PM 2:02

Check the appropriate box:

- Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

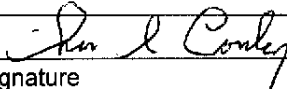
Charter Number

A copy of the resolution of amendment must be 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). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

Required

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


Signature

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

By (if applicable)

Thomas Conley
Print Name

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

Signature

By (if applicable)

Print Name

**Resolution of the Board of Directors
Educational Development Center of Trumbull County, Inc.
Now known as
River Gate High School, Inc.**

May 19, 2015

RESOLVED, that the Board of Directors of Educational Development Center of Trumbull County, Inc. hereby amends its Articles of Incorporation to change the name of the corporation to River Gate High School, Inc.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/07/2000	200025100408	DOMESTIC ARTICLES/NON-PROFIT (ARN)	25.00	10.00	.00	.00	.00

Receipt

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

GILBERT W R RUCKER III
135 PINE AVE
SUITE 203
WARREN, OH 44481

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1178960

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

EDUCATIONAL DEVELOPMENT CENTER OF TRUMBULL COUNTY, INC.

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200025100408



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 1st day of September,
A.D. 2000.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ARTICLES OF INCORPORATION
(Under Chapter 1702 of the Ohio Revised Code)
Non-Profit Corporation

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

FIRST. The name of said corporation shall be:
EDUCATIONAL DEVELOPMENT CENTER OF TRUMBULL COUNTY, INC.

SECOND. The place in Ohio where its principal office is to be located is
Warren, Trumbull County, Ohio

THIRD The purpose(s) for which this 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 organizations.
- (b) To serve people and engage in programs dedicated to human services to provide programs to improve the dignity of people in the Trumbull County area

FOURTH: 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;

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

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

Vemon Murphy
577 Laurelwood Dr. SE
Warren, Ohio 44484

Nicola Daniels
290 West Market St.
Warren, OH 44481

Sherry Cox-Calloway
2791 Lexington Ave.
Warren, OH 44485

Cleo Royster
1500 Tait Rd.
Lordstown, OH 44481

Thomas Conley
290 West Market St.
Warren, OH 44481

Allan Wade
2076 Jefferson St.
Warren, OH 44485

NOTE: P.O. Box addresses are not acceptable

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 22nd of August, 2000.

By  Incorporator

Gilbert W.R. Rucker, III
135 Pine Avenue
Suite 203
Warren, Ohio 44481



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Educational Development Center of Trumbull County, Inc., hereby appoint Thomas Conley, to be statutory agent upon whom any process, notice or

demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:
290 West Market St.,
(street name and number)
Warren, Ohio 44481
(city, village or township) (zip code)

By:
Name: Gilbert W.R. Rucker, III

By: _____
Name: _____

By: _____
Name: _____

ACCEPTANCE OF APPOINTMENT

The undersigned, Thomas Conley, named herein as the statutory agent for Educational Development Center of Trumbull County, Inc., hereby acknowledges and accepts the appointment of statutory agent for said corporation.

By:
Statutory Agent

AMENDED AND RESTATED CODE OF REGULATIONS OF RIVER GATE HIGH SCHOOL

ARTICLE I GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be River Gate High School (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 as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended.

b. Unless otherwise specifically set forth in 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 by its members, directors or officers or other private persons 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. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person's membership; 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 Trumbull County, Ohio or such other location as the Board of Directors may determine.

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
BOARD OF DIRECTORS**

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 3 below.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

Section 4. Director Vacancies and Removal of Director.

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

c. The Board may remove a Director from office by the vote of two-thirds of Directors then in office, except that a Director may also be removed in accordance with the Board Member Attendance Policy.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

Section 6. Compensation.

The Board may provide by resolution for compensation of Directors in accordance Ohio Revised Code 3314.02(E)(5).

Section 7. 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 Chapter 1702 of the Ohio Revised Code.

Section 8. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. 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;
- c. 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;
- d. 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.

**ARTICLE III
MEETINGS**

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code and such community schools are prohibited from holding meetings through the use of communications equipment.

Section 3. Quorum.

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 4. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members present and entitled to vote.

Section 5. Executive Session.

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

**ARTICLE IV
OFFICERS**

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. 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. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

b. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by these 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.

c. 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/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. The Secretary 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. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

d. Board Treasurer & Designated Fiscal Officer. The Board Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an individual as the Corporation's designated Fiscal Officer/Treasurer who shall hold such licenses and receive such training as required by Ohio law. The Fiscal Officer shall hold the office of Treasurer (as distinguished from "Board Treasurer"). The Fiscal Officer may be an employee or independent contractor contracted by the Board. The Fiscal Officer shall have general supervision of all finances; he/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. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer 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 any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses,

together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Assistant and Subordinate Officers.

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

Section 3. 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 Director, so long as not otherwise prohibited.

Section 4. Qualifications and Authority of Officers.

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

Section 6. Resignation and Removal.

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed from any Officer position by the Board of Directors without cause at any time.

Section 7. Officer Vacancies.

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

**ARTICLE V
COMMITTEES**

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. Committee members shall be appointed by the President or the Board. The chairpersons of such committees shall be selected by the President or the Board.

**ARTICLE VI
BOARD POLICIES**

Section 1. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status, religion, economic status or military status 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 Corporation will comply with all federal and state laws regarding the education of handicapped students.

Section 2. Conflicts of Interest Policy

The Corporation shall adopt a conflicts 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, or other interested person. In addition to the ongoing obligation to disclose any conflicts of interest, each member shall annually sign a conflict of interest/disclosure statement.

**ARTICLE VII
INDEMNIFICATION**

Section 1. Indemnification.

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, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, 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, proceeding, 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 having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

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 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, or volunteer of the Corporation.

**ARTICLE VIII
CONFLICT WITH ARTICLES OF INCORPORATION**

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

**ARTICLE IX
DISSOLUTION**

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

**ARTICLE X
FISCAL YEAR**

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

Policy for the Application, Receipt, and Expenditure of Grant Funds

Goal

It is the goal of the School's Non-Profit Board of Directors ("Board") to maximize the amount of Grant Funds available for the School. The Board establishes this Policy to delineate the roles and responsibilities of those persons or entities responsible for applying for, receiving, and expending Grant Funds and accounting for them after the expenditures have been completed.

Application

The Board will delegate a Designee by resolution the responsibility for researching and applying for grants, including, but not limited to Title I (all sections), Title II-A, Title II-D, Title III LEP, IDEA-B. The Designee shall prepare each grant application ("Application") in accordance with all legal requirements and shall submit the Application to the Board Designated Fiscal Officer for approval. Subsequent amendments to the Application shall also be approved by the Board Designated Fiscal Officer. The Designee shall have access to the CCIP and will report to the Board of Directors the names of all listed users and any changes to users.

Expenditures

The Board receives an allocation of Grant Funds and assumes the responsibility for spending the Grant Funds on behalf of the School 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 Board or shall establish the minimum policies, procedures, and internal controls needed to comply with federal legal requirements related to the expenditure of Grant Funds. The internal controls shall include procedures for suspension and debarment. The designated superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The superintendent shall comply with all federal regulations regarding suspension and debarment. The Designee shall not contract with any person who is suspended or debarred.

The Board or Designee shall only award contracts to responsible contractors that are able to perform under the terms of the contract. The Board or Designee shall consider the following factors when making a purchasing decision: contractor integrity; compliance with public policy; record of past performance; and financial and technical resources.

The Board delegates to its Designated Fiscal Officer the responsibility for receiving, reviewing and submitting to the Ohio Department of Education for approval all invoices related to the expenditure of Grant Funds.

The Designee shall from time to time present to the Board's Designated Fiscal Officer invoices related to the expenditure of funds on eligible activities under the Application. In requesting reimbursement, the Designee shall certify to the Board's Designated Fiscal Officer that to the best of the Designee's knowledge all expenditures have been made in accordance with the Application and in accordance with applicable law and this policy.

Reporting

The Board's Designated Fiscal Officer and the Designee shall prepare on a monthly basis a report detailing the expenditure of Grant Funds on a year-to-date basis by fund category in relation to the Grant Funds allocated to each category and such other detail as the Board may require from time to time. The Board shall review these reports at Board meetings.

The Board delegates to its Designated Fiscal Officer the responsibility for preparing and filing all annual reports related to the expenditure of Grant Funds, including but not limited to, the Final Expenditure Report and to meet with any auditors related to these expenditures. The Board's Designated Fiscal Officer shall present to the Board for its review the Final Expenditure Report and any other annual reports on the expenditure of Grant Funds.

FIXED ASSET POLICY

I. FIXED ASSETS DEFINED

The School's Fixed Assets (defined below) are accounted for and depreciated pursuant to Generally Accepted Accounting Principles ("GAAP"). To the extent that the following does not conflict with GAAP, this policy shall apply to the categories of assets (the "Fixed Assets"):

1. Assets that are wholly-owned by the School;
2. Assets that have a value of \$5,000 or more;
3. Assets that have a useful life of one year or more;
4. Assets that are of a tangible, distinguishable nature (possess unique physical substance);
and
5. Assets that are not repair parts, component parts or supplies, maintenance or service fees.

II. FIXED ASSET CLASSES

Each Fixed Asset shall be classified into one of the following categories:

A. Land

Land is real property which generally includes both surface and content of the land, including subterranean mineral rights. Land includes not only the original contract price, but also such 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 costs are not capitalized. Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

B. Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchases 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 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. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

C. 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 into and around the building. A building improvement must have a significant impact and be a material amount (\$5,000 or more) in order to be capitalized. Building improvement costs include construction costs,

contractor payments, engineering costs and other costs required to place the improvements in its finished state. Building improvements are capitalized and depreciated separately from buildings.

D. Furniture and Fixtures

Furniture and Fixtures are personal property not attached to land, building or improvements that remain movable and include costs associated with direct purchase include shipping, site-preparations and installation. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

E. Equipment

Equipment is personal property not attached to land, building or improvements that remains movable and includes costs associated with direct purchase include shipping, site-preparations and installation. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

F. Computers and Software

Computers and Software are personal property not attached to land, building or improvements that remain movable and include costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.).

G. Construction-In-Progress

Construction-in-progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in 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.

H. Used Equipment

When the School 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; and
3. For determining useful life, one-half of a similar new asset useful life will be used.

I. Federal Program Property

All acquisitions of federal property must be placed into the Governing Authority's inventory, consistent with the above capitalization 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 include: OMB Circular A-87; OMB Circular A-102; OMB Circular A-110; and OMB Circular A-21.

III. DEPRECIATION

Depreciation is required for the Governing Authority's capital assets, including its Fixed Assets. Depreciation is calculated using the Straight-Line Method. The Governing Authority calculates depreciation on all capital assets, including Fixed Assets, reported in the School's financial statements other than land, permanent improvements to land, and construction-in-progress.

Pro-Rate convention states that Fixed Assets are acquired throughout 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 of Fixed Assets are expressed in terms of the probable years of service. The School has established the following categories of useful lives for its capital assets:

Land Improvements	10 years
Buildings & Additions	30 years
Building Improvements	30 years
Furniture, Fixtures, and Equipment	5 years
Computers	3 years
Software	3 years

Fixed Asset System Maintenance requires the Board's Designee to:

1. Perform an initial identification of Fixed Assets;
2. Maintain the data records as required;
3. Assign actual cost, useful life and other required information to Fixed Assets;
4. Determine Book Value for authorized sale items; and
5. Initiate the physical inventory process when needed.

Physical Inventory of Fixed Assets:

A periodic 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 School in order 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, fixtures and equipment characterized as movable.

The actual comparison is the responsibility of the Board's Designee. The Designee will forward the completed record and a copy of the inventory to the School 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 not on the listed location to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to this Fixed Asset Policy, etc. It is important to follow up on any problem identified to ensure it has been corrected.

Date Readopted and Approved: 02/18/18
Date Revised: 02/27/23

Expenditure Policy

Purpose:

The School's Board of Directors recognizes its significant fiduciary responsibility with regard to public funds and therefore adopts this Expenditure Policy.

Directives and Authority:

The Board of Directors directs the Fiscal Officer to ensure prompt payment of bills and current obligations properly incurred.

The Fiscal Officer shall verify the accuracy and reasonableness of the bills and obligations as presented in accordance with this policy.

The Fiscal Officer is an Authorized Signer on the School's bank accounts.

The Fiscal Officer shall have the authority to pay all bills presented pursuant to this Policy as funds are available.

The Fiscal Officer is authorized without additional approval to make payment on all obligations as agreed to by the board by way of a contract, lease, policy or resolution.

The Fiscal Officer is authorized without additional approval to issue payment on invoices for the School's payroll upon presentment of an invoice for such.

Fiscal Officer shall work with the Board, the Board's designee, and Board Counsel to ensure the most current Board ratified contracts, leases, policies, and resolutions are on file with Fiscal Officer.

Fiscal Officer will take necessary steps to ensure payment is made in accordance with such contracts, leases, policies, and resolutions.

PROCUREMENT POLICY

River Gate High School (the “School”) will follow accounting principles and procedures that comply with generally accepted accounting principles (GAAP). Any procurement of goods and services shall be made by the procurement officer/authorized agent, in the best interest of the School, upon considering the totality of the circumstances surrounding the procurement, which may include but not limited to, price, quality, availability, timeliness, reputation and prior dealings.

It is the policy of the School that the procurement officer/authorized agent seek at least 2 price quotations on purchases of more than \$5,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the School or when the item is subject to formal bid.

When the purchase of, and contract for, single items of supplies, materials, or equipment amounts to \$25,000 or more, and when the School determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed \$25,000, the procurement officer/authorized agent shall obtain three (3) proposals for service.

The School shall not purchase any goods or services from any member of the Board of Directors, an immediate family member of any member of the Board of Directors nor from any entity in which any member of the Board of Directors or an immediate family member of the Board of Directors may benefit from such a procurement, unless authorized by the Board of Directors after a full disclosure from such a procurement of the potential benefits, and after the consideration set forth in paragraph 1 above.

The School understands that the policy cited above applies to purchases made using non-federal funds. As a condition of the receipt of certain federal funds, federal procurement requirements may still apply.

PROCUREMENT POLICY ADDENDUM
PREFERENCE PROGRAMS

A. Minority, Women, and Veteran Enterprise Preference

Preference shall be given to quotations/proposals submitted by a citizen or citizens who are residents of Ohio and are members of one of the following groups: Blacks or African Americans, American Indians, Hispanics or Latinos, Asians, Female, or Veteran, if the individual:

(1) is a United States citizen and owns and controls a business; or

(2) is a partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens.

For the purposes of this policy, "owned and controlled" means that at least fifty-one per cent of the business, including corporate stock if a corporation, is owned by persons who belong to one or more of the groups set forth above, and that those owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. In order to qualify for this minority business preference, the business shall have been owned and controlled by those persons at least one year prior to being awarded a contract pursuant to this section.

B. EDGE Business Enterprise Preference

Preference shall be given to quotations/proposals submitted by those entities certified as participants in the encouraging diversity, growth, and equity ("EDGE") program by the director of administrative services pursuant to Chapter 123 of the Revised Code.

Federal Funds Procurement Policy

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

The School's Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-326) for the administration and management of Federal grants and Federally-funded programs.

The School shall require contractors to perform in accordance with the terms, conditions, and specifications of their contracts and/or purchase orders.

All School employees, officers, and agents who have purchasing authority shall abide by this policy and the standards of conduct covering conflicts of interest in the selection, award, and administration of contracts. For purposes of federal grants, related party transactions are prohibited with regard to employees, contractors, and service providers. Any employer, officer, or agent of the school is prohibited from participating in the selection, award, or administration of the contract if a real or apparent conflict of interest exists.

The School will avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating procurements to obtain best pricing. When appropriate, an analysis shall be made of lease versus purchase alternatives,

For greater economy and efficiency, the School may enter into agreements with other schools or entities where appropriate for procurement or use of common or shared goods and services.

Purchase Methods

The type of purchase procedures required depends on the cost of the item(s) being purchased.

Purchases up to \$10,000 (Micro-Purchases):

Micro-purchases means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$10,000. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

Micro-purchases may be awarded without soliciting competitive quotations if the School considers the prices to be reasonable. The School maintains evidence of this reasonableness in the records of all micro-purchases.

Purchases between \$10,001 and \$250,000 (Small Purchase Procedures):

Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000. If small purchase procedures are used, price or rate quotations are obtained from an adequate number of qualified sources.

Purchases over \$250,000:

Sealed Bids (Formal Advertising): For purchases over \$250,000, bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for the procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- 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.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, tribal governments, the invitation for bids must be publically advertised;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be openly publicly;
- A firm fixed price contract award must 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 must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experiences indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

*All thresholds limits as listed are subject to periodic changes in law.

Competitive Bidding

The School will comply with 2 CFR 200.88 and 200.320 and other relevant statutes by using competitive bidding when using Federal grant funds.

Even when not required to use competitive bidding, procurement transactions shall be conducted in a manner that encourages competition and that is in accordance with good administrative practice and sound business judgement.

Solicitation Language

When required to use competitive bidding, the School shall require that all solicitations 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 unless necessary.

Cost/Price Analysis

The School shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis shall mean 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. When performing a cost analysis, the School 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 School 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 School 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. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor to control cost or labor efficiency. Therefore, the School will set a ceiling price for each contract that the contractor exceeds at its own risk. Further, the School 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 School 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 School and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the School 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 or entity, for cause, from consideration or award of further contracts. The School is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the School that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR 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 CFR 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 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The School shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts using Federal funds over \$25,000, the School 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 CFR Part 180 Subpart C)

Bid Protest

When using competitive bidding, the School will use protest procedures to handle and resolve disputes relating to procurements and discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest. Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The School 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).



Accounting Policies and Procedures Manual
Description of Internal Control Procedures

Rev. January 13, 2023

Accounting Policies and Procedures

FISCAL MANAGEMENT OVERVIEW

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

The following specifically addresses the policies, procedures, and internal control practices the Schools will follow when contracted with Marcum LLP.

FISCAL MANAGEMENT PROCEDURES

I. Purchasing

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

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

II. Accounts Payable

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

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

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

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

III. Travel

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

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

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

IV. Cash Receipts

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

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

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

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

V. Accounts Receivable

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

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

VI. Investments

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

Note: Initially, the School will not maintain any investments beyond interest-bearing instruments available through its financial institution. At such a time that the school is able to consider a

more diverse investment strategy, a Board-Approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.

VII. Fixed Assets

The School will follow a policy of capitalizing individual assets costing greater than \$5,000 for a single item. Depreciation will be computed using a straight-line method over 5 years for equipment and furniture, life of lease of any leased facility upgrades, and 39 years for building and its improvements.

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

The database shall include the following information:

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

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

VIII. Grant Programs

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

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

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

IX. Month End Procedures

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

- Statement of Net Position (Balance Sheet)
- State of Changes in Net Position (Income Statement)
- Budget versus Actual Comparison

- Check Register
- Bank Reconciliation

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

Internal Control Policies and Procedures

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

I. AUDIT

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

II. BUDGET

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

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

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



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

PEX CARD POLICY

The use of PEX cards brings a greater efficiency to the purchasing process and enables Cardholders to respond expeditiously to School needs. Therefore, the School establishes the following procedures that will allow authorized users/Cardholders to utilize PEX cards for appropriate School expenses.

EXPLANATION OF PEX CARD

PEX cards are not credit cards. Due to the inherent stringent controls associated with PEX cards they are not subject to abuse in the same way credit cards might be. If the School utilizes credit cards the School has a separate Credit Card Policy which governs credit cards.

AUTHORIZED USERS/PURCHASES

Only individuals as specifically authorized by board resolution are authorized users for the School PEX card/s (“Cardholder”). Each Cardholder must sign the Cardholder Agreement attached hereto prior to receiving the card.

LIMITS

The School’s PEX card account’s maximum spending limit shall be \$1,000. Each Cardholders monthly spending limit shall be \$ 1,000.

PERMITTED TRANSACTIONS

School PEX cards may only be used for School expenses serving a proper public purpose for the benefit of the School.

PROHIBITED TRANSACTIONS

Cardholders are expected to use their PEX card only for permitted transactions. Cardholders shall not use the PEX card for:

- Personal purchases
- Cash advances/disbursements from financial institutions
- **GIFT CARDS** from any establishment for any reason
- Salary and monetary awards
- Consultant and maintenance agreements (**one-time** emergency repairs are permissible)
- Purchases from sources in which the Cardholder has a financial or fiduciary interest
- Alcoholic beverages
- Vehicle expenses for personal vehicle (examples: gasoline, carwash, auto parts, repairs)

CARDHOLDER RESPONSIBILITIES

Cardholders are responsible for:

- Obtaining itemized receipts for PEX card transactions
- Ensuring all transactions are permitted purchases on behalf of the School
- Properly substantiating and recording the School purpose of each transaction
- Immediately reporting a lost or stolen card to the Fiscal Officer

- Immediately reporting any fraudulent use or misapplication of the PEX card to the cardholder's immediate supervisor or Fiscal Officer

PROCEDURES FOR SUBMITTING RECEIPTS

- Cardholders must submit itemized receipts to the School Leader or in the case of the Cardholder being the School Leader to the Fiscal Officer within seven days of purchase.

RETURNS AND CREDITS

Returns and credits for purchases originally made with a School PEX card must be credited back to the PEX card. Cardholders are prohibited from accepting cash back for returns and credits.

CONSEQUENCES FOR MISUSE/POLICY VIOLATIONS

- Cardholder will reimburse the School for personal, unauthorized, or inappropriate purchases. Such reimbursement may be obtained by withholding of wages or other moneys owed by the School to Cardholder.
- Cardholder may be required to obtain additional training on use of the card.
- Repeated negligent misuse will result in revocation of the status as a Cardholder
- Knowing misuse will result in revocation of the status as a Cardholder and may subject Cardholder to employment sanctions, including termination of employment or other affiliation with the School.

DOCUMENTING EACH TRANSACTION

Every transaction **MUST** have valid and complete source documentation from the vendor.

Valid source documentation should be:

- An itemized receipt from the merchant; or
- An invoice or a packing slip showing PEX card payment and listing individual items and cost for each

All documentation must include the following information:

- Vendor name
- Date of purchase
- Description, quantity and unit cost of each item purchased
- Total cost
- Cardholder name and/or at least partial card number or other information identifying the card used for the purchase

PENALTIES AND LATE FEES

Any individual (whether a Cardholder or Fiscal Officer) whose actions or non-actions cause the incursion of any late fees, penalties, or additional interest charges shall be held responsible for the payment of the late fees, penalties, or additional interest charges.

FISCAL OFFICER RESPONSIBILITIES

The fiscal officer shall monitor:

- the number of cards and accounts issued

- the number of active cards and accounts issued
- the card and account expiration dates
- the card and account limits
- proper documentation to support purchases using the card/s

REPORTING

The Fiscal Officer shall regularly provide the School governing authority with a report detailing the use of all PEX cards.

PEX CARDHOLDER AGREEMENT FORM

I, _____, agree to the following regarding my usage
(name of user)
of the School PEX card.

1. I understand that I am being entrusted with a valuable tool for making financial commitments on behalf of the School so that the School may obtain its best value for these financial commitments.
2. I understand that under no circumstances will I use the PEX card to make personal purchases, either for others or myself. I understand that willful intent to use the PEX card for personal gain may result in disciplinary actions including termination of employment and possible criminal charges.
3. I have been given a copy of the PEX card policy and understand the requirements for using the PEX card.
4. I have read the PEX Card Policy and I will adhere to the Policy and established procedures for using the PEX card in its current version and any subsequent revisions. I acknowledge that failure to do so may result in revocation of my user privileges and other disciplinary actions, including termination of employment or affiliation with the School.
5. I agree that should I violate the terms of this Agreement, I will reimburse the School for all incurred charges and any fees related to the collection of those charges. I acknowledge that reimbursement related to the misuse of the card may be obtained by withholding of my wages or other moneys owed by the School to me.
6. I agree to reimburse the School for any missing receipts or any late fees, penalties, or additional interest charge due to any actions or non-actions on my part.

User Name (PRINT)

User Signature

Date

Sign and submit to Fiscal Officer



February 2, 2022

Board of Directors
River Gate High School
458 Franklin St. SE
Warren, OH 44483

Re: Ohio School Treasury Services for the year June 30, 2023

Dear Board of Directors:

Thank you for choosing Marcum LLP (“Marcum,” “we,” “us” or “our”) to provide school treasury services for River Gate High School (“Client,” “School,” “Board”, “you” or “your”).

The purpose of this Engagement letter, including **Attachment A -Treasury Services and Attachment B- Marcum LLP Engagement Terms**, (collectively, the “Agreement”), is to document the understanding between Marcum and Client related to the school treasury services (the “Services”) for the School for the year ending June 30, 2023.

The “Treasurer” provided in this Agreement by Marcum and agreed to by you, is recognized by the State of Ohio as an Officer of the School (sometimes referred to as Fiscal Officer) and serves in a fiduciary capacity to the School in accordance with all applicable laws, rules and regulations. The Treasurer will remain licensed and authorized to serve during the term of the engagement. In connection with performing the function of a treasurer, the Treasurer will continue to carry a bond payable to the state. The Treasurer will procure bond and insurance coverage for the School’s directors and officers as requested by the School pursuant to its Sponsor Agreement.

School Services

During the term of our engagement, we will perform Services included **on Attachment A Treasury Services**.

It is understood that our responsibility for such Services will encompass only periods covered under this Agreement and will not extend to any subsequent periods for which we are not engaged. If the School closes Marcum may be separately engaged to perform additional services pursuant to a separate written agreement between the parties for the closure/wind-up and period until the issuance of the last audit report by the Auditor of State of Ohio.

During this engagement, the monthly financial statements produced by the Treasurer are issued in a fiduciary capacity and considered internally prepared financials of the School by the Fiscal Officer (Treasurer) of the School and are not considered independent attestation engagements of



River Gate High School

February 2, 2022

Page 2

Marcum. The internally prepared monthly financial statements of the School are prepared at the direction of the Treasurer and will exclude all elements of GASB 68 and 75, be labeled “Unaudited”, and will be sent to the School’s Sponsor by the Sponsor’s contracted due date.

In order to have timely financials submitted for audit, we will provide all information necessary to your GAAP compiler to produce GAAP Basis financial statements, except calculations and schedules related to GASB 68 and 75.

We are not being engaged to prepare compiled, reviewed or audited financial statements or perform compilation, review or audit services. Accordingly, our work in this engagement is not intended to result in the preparation or issuance of a compiled, reviewed or audited financial statement. However, as indicated in the Schedule of Services, the Treasurer will work with the audit team assigned by the Auditor of State’s office in order to respond to any requests made. If the requests relate to non-financial items, the Treasurer will coordinate a reply from the responsible party.

Your Responsibilities

The Treasurer will not perform management functions or make management decisions for you. However, the Treasurer, will provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

In the course of the engagement, the Treasurer will be expected to sign documents in his/her role as an appointed Officer of the School as defined in the School’s Code of Regulations, a copy of which the School will provide to the Treasurer. Any documents signed will be a reflection of items approved by the “Board”.

The above Services will be performed based on data and information made available to us by you or on your behalf. We will not verify or audit this information. None of these services can be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

As a condition to our performing the Services described above, you agree to:

- Make all management decisions and perform all management functions.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the Board or School’s use of the Services.
- Approve policies for accounting, internal control, and electronic payment (PEX card, credit card or otherwise).

Timing

We have mutually agreed to commence work for the Services described in this Agreement as outlined in **Attachment A** on July 1, 2022.

River Gate High School

February 2, 2022

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You acknowledge that we must have adequate time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. We may provide you with a request for information and you must respond to these requests completely and accurately. Should we not receive such information and assistance from you with sufficient time to complete the Services, then you acknowledge that we can give no assurances that our Services will be completed prior to the time required by law.

Unless specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Marcum to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as may reasonably be requested.

Fees and Payment Terms

Our fee will be based on the services to be provided hereunder. You will also be billed for travel and other out-of-pocket costs as incurred as more fully described in **Attachment A** under "Fees". Our full monthly fee is earned and payable for any month that this Agreement is effective.

Our invoices will be issued on or prior to the end of each month of Service and payable upon issuance.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this Agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

Other Matters

Marcum's engagement for the preparation of IRS Form 990 may be included in a separate engagement letter if the School determines to engage Marcum for such preparation.

Agreement

River Gate High School

February 2, 2022

Page 4

This Agreement, including its Attachments, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this engagement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

If you agree with the terms of our engagement, as described in this letter, please sign the engagement letter and return it to us by email and we will send you a fully executed copy.

We appreciate the opportunity to serve you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

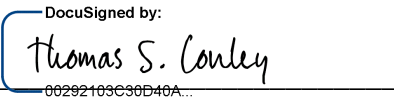


Jeffrey Foster CPA

Licensed Ohio School Treasurer

AGREED AND ACCEPTED:

This Agreement correctly sets forth the agreement by River Gate High School .

Signature:  DocuSigned by:
00292103C36D40A...

Title: Board President

Date: 5/12/2022

Marcum LLP – Ohio School Treasury Services Contract: Schedule of Treasury Services and Fees FY 7/1/22 – 6/30/23

1. Licensed & Bondable Ohio School Treasurer- Provided

2. Banking

- a. Board will name treasurer as signer on all school bank accounts. We don't anticipate, but may request addition of assistant treasurer as signer during course of contract.
- b. Deposits and transfers when needed.
- c. Reconcile bank to books monthly.
- d. Wire transfers if needed.
- e. Maintain ACH Listing.
- f. Investigate and correct bank errors
- g. Stop payments when needed.

3. Bill Pay and Accounts Payable

- a. Maintain listing of management approved invoices
- b. Bi-weekly bill pay runs.
- c. Pay / Process director's board meeting stipends no later than 2 business days after the meeting.
- d. Expedited payment (overnight / 2-day/ Normal US Mail) when regularly scheduled bill run is not adequate.
- e. Respond to vendor questions about payments.

4. Accounting

- a. Accounting records and ledger is maintained such that monthly, Year to Date Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) can be presented to the sponsor. This includes recording any known material revenue receivables or expense accruals each month and maintaining Capital Asset records.
- b. Assist in revision of accounting policies as necessary.
- c. Accounting for year-end, June 30, is held open until GAAP financial information is provided to GAAP provider.
The year will only be reopened for any newly issued bill, expense accrual, or receivable that is deemed material.

5. Reporting

- a. Monthly: Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75)- Year to Date. This report will also include any additional schedules requested by the sponsor to fulfill the monthly financial reporting requirement.
- b. Provide GAAP Provider with reconciled accounting records so that nature of the GAAP provider work is related to GASB 68 / 75 and report preparation.
- c. ODE annual period H reporting is required on a cash basis of accounting. Our office will convert and report annual financial information to the ODE to fulfill the reporting requirement.
- d. Annual Budget, Semi Annual Budget revision, and Semiannual Five Year Forecasts: We will work with management and Board committees to provide an annual budget and five year forecast for Board review and approval by the October deadline. In addition, we will prepare a budget revision leading up to the May Five year forecast.
- e. Annual Vendor 1099 preparation: Filed for required vendors based on calendar year payments.

6. Title Grant Approver and CCIP Reporting

- a. After approval by the schools CCIP administrator, our office will timely approve title applications, revisions, and PCR requests during our engagement.
- b. Completion of CCIP Final Expenditure Report and 9/30 report with assistance from the schools CCIP coordinator\ administrator.

7. Meeting Presentations \ Questions

- a. A representative will be available for dial-in to present financial information and filed questions for scheduled Board meetings- up to 6 per year.
- b. We will respond to requests from management, board members, legal counsel, or the sponsor.

8. Auditor of State- Annual Financial Audit

- a. We will work with the audit team assigned by the Auditor of State office in order to satisfy any requests made. If the requests relate to non-financial items, we will coordinate a reply from the responsible party.
- b. We will communicate results of audit to the Board or Board Audit committee.

9. Outside of Scope Services:

- a. In the course of providing comprehensive treasury services, it can be reasonable to expect there might require tasks that cannot be regularly anticipated and are not listed above.

We will include 6 hours of out of scope services as part of the engagement and will provide a running total of those amounts on the monthly billing. Any out of scope services in excess of 6 hours will be discussed and reviewed with the Board for approval at the time of service and before it is billed and will be at a rate of \$125 Hr.

- b. Examples of out of scope services are on next page.

10. Fees-

- a. The services listed above will be provided for July 1, 2022 to June 30, 2023 at a rate of \$4,025 per month.
- b. Mileage at standard federal mileage rate will be billed when required to physically attend.
- c. As in the past, we will continue to use third party services that allow us to expeditiously provide the services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on your behalf. If the fees for these services are paid for by our office, we will bill you for those costs.
- d. Third party providers used:
 - i. Bill.com (maintaining accounts payable, mailing and postage costs ,stop payment fees)
 - ii. 1099.com (or similar service)
 - iii. QuickBooks

Marcum LLP – Ohio School Treasury Services Contract: Schedule of Treasury Services and Fees FY 7/1/22 – 6/30/23

Examples of Out of Scope Services

- i. Title Grants Reviews
- ii. Title Grants Maintenance of Effort Failure-Resolution
- iii. Other ODE program reviews
- iv. Budgets / Projections in excess of 2 per year.
- v. Ohio Shared Services / DUNS updates
- vi. Public records requests
- vii. ODE Surveys
- viii. Insurance Applications
- ix. School Closure Procedures and Reporting

Attachment B**MARCUM LLP ENGAGEMENT TERMS**

These terms in this Attachment B apply to the Agreement described in any engagement letter referencing them (and supersede any inconsistent terms) but shall also apply to any additional work we may be asked to perform for Client within twelve months of any such engagement letter (unless a separate engagement letter is used). In the event that there is a conflict between the engagement letter and this Attachment B, the terms of this Attachment B shall control. All capitalized terms used herein that are undefined shall have the meaning provided elsewhere in the Agreement.

Cooperation and Participation, Effect on Fees. Client's management is responsible for approving transactions in the books of accounts and for the safeguarding of assets and for providing substantially accurate financial records. Marcum shall endeavor to be alert to any information provided by or on behalf of Client that is incorrect or missing and shall apply its normal diligence in this regard; nevertheless, Marcum shall be entitled to rely on the accuracy, completeness, and reliability of all information provided by, and on all decisions and approvals of, Client (and Client's retained advisors, consultants, or legal counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Marcum's Services and work product (including decisions on implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, Client is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed.

1. Use and Reliance. Marcum's working papers are the property of Marcum. We will retain the documentation in accordance with the School's document retention policies and as required by law, which may be amended from time to time. Marcum's work product resulting from the engagement (except for copies of filed tax returns) is solely intended for Client's use for the specific purpose provided and no other purpose. Unless otherwise agreed to in writing by Marcum, our work product is not to be relied upon by any third parties in any manner or for any purpose; this engagement does not create any privity between Marcum and any third party. Client shall indemnify Marcum and its personnel from third party claims, liabilities costs and expenses for the School or Board's unauthorized use of Marcum's work product. The conclusions expressed in our deliverables are based upon the facts presented by Client or by others on Client's behalf and may be inapplicable if the actual facts differ from those presented in any respect.
2. Agreed Upon Scope of Work. Marcum shall be obligated only for work or deliverables specified in the Agreement referencing these terms, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Marcum's Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except as otherwise agreed by the parties in writing, Marcum's engagement ends on completion of the services or expiration or termination of this Agreement.

Our Services under this Agreement and this Attachment B do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

To the extent that we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation)

in which we are not a party as a result of our prior or future services to you, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession and this Agreement.

3. Legal and Regulatory Change. Marcum may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Marcum, and Marcum does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. The conclusions expressed in our deliverables hereunder are based upon the tax laws as of the date of Service, which are subject to change, and our conclusions are limited solely to the matters for which we were engaged. Marcum will not update its conclusions should the law change unless specifically engaged to do so.
4. External Factors: Standards of Performance. Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Marcum's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. Except as otherwise agreed by the parties in writing, Marcum is not responsible for updating any work after completion of the Services or expiration or termination of this Agreement.
5. Marcum Personnel. Marcum strives to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, you agree to the following: In the event that any of our employees accepts a position of employment with your School, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

6. Confidentiality. To the extent that, in connection with this engagement, Marcum comes into possession of any proprietary or confidential information of Client, Marcum will not disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than Client which Marcum believes is not prohibited from disclosing such information to Marcum by obligation to Client, (iv) is known by Marcum prior to its receipt from Client without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by Client to Marcum of such information. In addition, Client acknowledges and agrees that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as the independent accountants for Client. Solely to the extent that information obtained from Client is protected health information pursuant to the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), this Agreement shall be

deemed to incorporate all terms that HIPAA requires to be included in a business associate contract relating to such information.

7. **Business Risk Allocations.** Client agrees that Marcum's liability arising out of the Services and any related work product or other deliverables provided shall in no event exceed the total amount received hereunder for the portion of the work giving rise to liability; nor shall Marcum be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity). This shall be your exclusive remedy. Also, because of the importance of the information that Client provides with respect to Marcum's ability to perform the Services, Client hereby releases Marcum and its partners, principals and employees from any liability, costs, fees, expenses, and damages (including defense costs) relating to the Services hereunder which are attributable to any information provided by Client personnel and Client's agents that is not complete, accurate or current.

Client shall, upon the receipt of written notice, indemnify Marcum, and its partners, principals and employees, from any liability, costs, fees, expenses, and damages (including defense costs) associated with any third-party claim arising from or relating to Client's misrepresentations, or false or incomplete information provided to Marcum in the performance of its Services, or third party reliance on Marcum's work product or deliverable.

No action, regardless of form, arising out of the Services provided under this Agreement may be brought by either party more than one year after the date the last Services were provided under this Agreement.

8. **Waiver of Jury Trial; Jurisdiction and Venue; Governing Law.**

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO CLIENT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:

Marcum and Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party..

The terms and provisions of this Agreement, any course of conduct, course of dealing and/or action of Marcum and/or Client and our relationship with you shall be governed by the laws of the State of New York to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either Marcum or Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

9. **Termination.** We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment: our independence has been impaired; we can no longer rely on the integrity of management; or there may be a violation of applicable law, regulations or standards, a conflict of interest, or damage to our reputation), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees and attorney's fees. Upon termination by either party, Treasurer shall return all documents regarding the School's finances and or assets to the School promptly, provided that Marcum may maintain such information for document retention purposes or consistent with professional standards, applicable law, rule or regulation.

10. General.

- (a) We shall not be liable for any delay or failure in performance due to circumstances beyond our reasonable control.
- (b) This engagement is being undertaken solely for the benefit of Client and no other person or entity shall be authorized to enforce the terms of this Agreement. Accordingly, except to the extent expressly provided herein to the contrary, there are no third-party beneficiaries under this Agreement.
- (c) Except as otherwise required by applicable law, Client shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. However, the parties acknowledge that this Agreement and services described herein will be approved by the Client at a public meeting notice of which will be publicly announced.
- (d) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, or agency relationship.
- (e) Client shall not assign any rights, obligations or claims relating to this Agreement.
- (f) If any portion of the Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Attachment 3.2 Management Agreement

River Gate High School is self-managed by its Board of Directors.

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

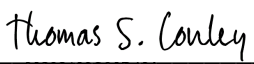
By signing this document, I, Thomas Conley, hereby certify that I am the School Governing Authority President and/or authorized representative of River Gate High School. If River Gate High School should cease to exist for any reason, including but not limited to suspension, closure or termination as 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 Ohio Department of Education or the sponsor at the time of the School's closing.

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

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

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

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

DocuSigned by:


 School Governing Authority President

3/30/2023

 Date

DocuSigned by:


 Designee

3/31/2023

 Date

DocuSigned by:


 Treasurer

3/30/2023

 Date

3.7 Racial and Ethnic Balance Plan

A Racial and ethnic balance report is completed by the school leader in January of each year for review by the school board.

The School leader will pull data from local and city school report cards, from which the school draws students, to determine racial balance for each subgroup as compared to River Gate High School

This information is reviewed by the board and evaluated by the school leader and board during the February Board meeting and approved.

If needed, Marketing plans for the school will be adjusted to ensure racial diversity in the school and to draw students from a diverse area and ethnicity. This would include the areas and the manner in which the school markets and attracts students.

Admission, Enrollment, & Residency Policy

Admission to the School is open to any student grades 9 through 12 and ages 15 through 21 who resides in any district in the State of Ohio and who is entitled to attend school pursuant to Ohio Revised Code section 3313.64 or 3313.65. The School primarily serves students who meet the definition of at-risk as defined in the School's charter contract.

No Discrimination:

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

Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will not limit enrollment on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

Should the racial composition of the School's enrollment violate a Federal desegregation order, the School shall take corrective measures to comply with desegregation.

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. Preference shall be given to students attending the school the previous year, to students who reside in the district in which the school is located, and to siblings of students attending the school the previous year.

Enrollment:

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

- Completed registration form
- Student's birth certificate
- Photo identification of parent/guardian enrolling the student
- Student's current immunization record
- Custody paperwork, if applicable
- **Proof of Residency/Address Verification** - one (1) of the following in the parent/guardian/student name, showing the complete address, and date:
 - A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
 - A utility bill or receipt of utility installation issued within ninety days of enrollment;
 - A paycheck or paystub 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;
 - 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;

- Notifications from Social Security and/or Job and Family Services dated within thirty days.
- Notarized affirmation from parent(s) of current resident address.
- 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 Verification/ Monthly Review/Update Information:

Upon the enrollment of each student and on an annual basis, the School shall verify to the Ohio Department of Education the school district in which the student is entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code. Monthly the School shall review the residency records of students.

Parents/guardians/students 18 years of age and older are required to provide the School with one of the above-specified documents as Proof of Residency/Address Verification annually, at any time a change of address, residency or custody changes, or at other time upon request of the School.

3.9 At-Risk Definitions

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

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

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

Attachment 3.12

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.

2. The School will utilize the Response to Instruction (RTI) model in identifying students. The RTI process is a three tier process beginning with whole class, transitioning to small group for those who qualify. If students are not responding in tier two, students will transition to tier three, which will consist of one on one intervention. If the student responds well, the intervention will continue in the areas needed and processing back to the general education classroom. If student does not respond to the intervention, a further evaluation will be completed through the multi-factored evaluation.
3. Intervention Services will include but not limited to small group intervention, one to one intervention, after school tutoring and summer school tutoring, modified curriculum with student support. Dedicated daily time will be scheduled to work on any intervention with students.
4. Discipline- The 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.
5. The school will meet state and federal law mandates for providing education and services for students that qualify for 504, LEP/ELL, and Students with Disabilities. Students referred will undergo a multi-factored evaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether an IEP, 504, LEP/ELL, or gifted is appropriate or if ongoing monitoring is needed.
6. The School will employ HQT teachers and para-professionals with proper credentials to provide services as prescribed in a student's with disabilities and limited English proficiency . 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.

7. The school will provide services to Limited English Proficient (LEP) students in accordance to the most recent state and federal guidelines. The school will also provide highly qualified personnel, as needed.

8. The school will provide for students needing a 504 plan in accordance to the most recent state and federal guidelines.

River Gate High School
458 Franklin Street, SE
Warren, Ohio 44481

October 17, 2022

Tri-State Realty, Inc.
12434 Cedar Road, Suite 14
Cleveland Heights, Ohio 44106

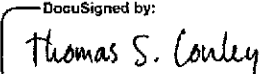
Re: Lease by and between Tri-State Realty, Inc., and River Gate High School, Inc. fka Educational Development Center of Trumbull County, Inc., dated February 24, 2011 as amended by a Letter Agreements dated August 17, 2017 and January 11, 2019 and February 22, 2022, collectively (the "Lease")

Lessor and Lessee hereby agree on the following:

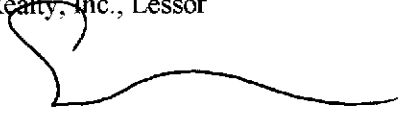
1. Term. The term of the Lease is hereby extended from July 1, 2023 to June 30, 2024.
2. Rent. Rent during the extension term shall be as follows:
 - a. 10/01/22 – 06/30/23 \$140,363.56 annually
 - b. 07/01/23 – 06/30/24 \$140,363.56 annually
3. Except as amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

Agreed to and accepted this 17th day of October 2022 by

River Gate High School, Lessee

DocuSigned by:

Thomas S. Conley, President
River Gate High School, Lessee

Tri-State Realty, Inc., Lessor


Sal Russo, Manager
Tri-State Realty, Inc.

River Gate High School
458 Franklin Street, SE
Warren, Ohio 44481

February 22, 2022

Tri-State Realty, Inc.
12434 Cedar Road, Suite 14
Cleveland Heights, Ohio 44106

Re: Lease by and between Tri-State Realty, Inc., and River Gate High School, Inc. fka Educational Development Center of Trumbull County, Inc., dated February 24, 2011 as amended by a Letter Agreement dated August 17, 2017 and as amended by a Letter Agreement dated January 11, 2019, collectively (the "Lease")

In the midst of the on-going COVID-19 pandemic, Lessee desires to extend the Lease for an additional extension to align and correspond to Lessee's sponsor contract to operate a community school, expiring next school year.

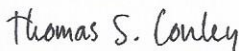
Accordingly, Lessor and Lessee hereby agree on the following:

1. Term. The term of the Lease is hereby extended from October 1, 2017 to June 30, 2023.
2. Rent. Rent during the extension term shall be as follows:
 - a. 10/1/18 – 09/30/22 \$127,002.86 annually
 - b. 10/01/22 – 06/30/23 \$140,363.56 annually
3. Except as amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

Agreed to and accepted this 22nd day of February 2022 by


River Gate High School, Lessee

DocuSigned by:



00292103C30D40A...
Thomas S. Conley, President
River Gate High School, Lessee



 SAUL RUSSO, on behalf of
Tri-State Realty, Inc., Lessor

LEASE

THIS LEASE is entered into this 24TH day of February, 2011, but is effective as of October 1, 2010, by and between Tri-State Realty, Inc., a Pennsylvania corporation (hereinafter "Lessor"), and the Educational Development Center of Trumbull County, Inc., an Ohio not for profit corporation (hereinafter "Lessee").

WITNESSETH:

1. PREMISES: Lessor does hereby let and lease unto the Lessee for the Lease Term and upon the payment of the rents and the keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, the entire premises, real property and improvements, situated in the City of Warren, County of Trumbull and State of Ohio, commonly known 458 Franklin Street, Warren, Ohio, which is more specifically described on Exhibit "A" attached hereto and incorporated by reference herein, as well as the non-exclusive use of the eighteen (18) parking spaces directly associated with the premises, all unimproved areas, and the non-exclusive use of the forty seven (47) parking spaces in the adjacent parking lot identified on Exhibit "B" attached hereto and incorporated herein by reference (collectively the "Demised or Demised Premises").

Lessee shall supply all furnishings, equipment and improvements required for its occupancy and operations in the Demised Premises. Lessee shall be responsible for the repair and replacement of any damage, destruction or loss (for whatever reason

except Landlord, or Landlord's employees or agents negligence, recklessness or intentional misconduct) of Lessor or Lessor's Property, normal wear and tear excepted.

2. TERM: This Lease shall be for an initial term of seven (7) years commencing on October 1, 2010 and ending on September 30, 2017 subject to the renewal term stated below in Paragraph 4.

3. RENT: During the initial term, Lessee agrees to pay the Lessor annual rent in the amount of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00), payable in equal monthly installments of Nine Thousand Five Hundred Eighty-Three and 33/100 Dollars (\$9,583.33). The monthly payments provided for above shall be payable in advance and without notice, demand, counterclaim or setoff, or on before the tenth (10th) day of each month of the Lease Term. To the extent that such payments are not received by the tenth (10th) day of the month in which the same shall be due, a late charge of Two Hundred Fifty Dollars (\$250.00) shall also be immediately due Lessor. The aforementioned late fee shall not be the sole remedy of Lessor, but shall be in addition to all of Lessor's other remedies available at law or in equity.

Prior to the execution of this Lease, Lessee has occupied the Demised Premises since August 7, 2000 under a previous Lease between the parties dated August 7, 2000 ("Prior Lease"). Although the term of the Prior Lease expired on September 30, 2010, Lessee has continued to occupy the Demised Premises since the foregoing September 30, 2010 expiration date. During Lessee's continued occupancy

of the Demised Premises, Lessee has been paying monthly rent in the amount of \$7,391.76, however, Lessee acknowledges and agrees that the monthly rent in effect for such period beginning as of October 1, 2010, as set forth in Paragraph 3 above, is \$9,583.33. Lessee agrees to pay Lessor, simultaneously with the execution of this Lease, the difference between the monthly rent due (\$9,583.33) in accordance with this Lease and the monthly rent paid (\$7,391.76) in the aggregate amount of \$10,957.85 (being \$2,191.57 for each of the months of October 2010, November 2010, December 2010, January 2011 and February 2011).

4. RENEWAL TERM: In the event that there are no uncured defaults of this Lease, Lessee may, by written notice, delivered to Lessor not later than ninety (90) days prior to the expiration of the initial term, extend this Lease for one (1) additional term of five (5) years, which extended term commences on October 1, 2017, and ends on September 30, 2022, upon the same terms, conditions and covenants as set forth in this Lease agreement, except that the fixed annual rent for the entire renewal term shall be adjusted (the "CPI Adjustment") to reflect two-thirds (2/3) of the aggregate increases that occurred during the initial term in the Consumer Price Index for urban wage earners and clerical workers – U.S. City average, popularly known as the Cost-of-Living Index (presently published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor) (hereinafter referred to as the "Index"). Such CPI Adjustment shall be made by increasing the annual rent to an amount equal to the product of the annual rent amount in the final year of the initial term, being \$115,000 multiplied by two-thirds (2/3) of the following increase that occurred in the CPI during the initial term: a fraction, the

numerator of which shall be the Index for August 2017 and the denominator of which shall be the Index for August 2010. The resulting annual rent amount from the foregoing calculation shall be in effect during the entire renewal term. If the said Consumer Price Index shall no longer be published, then another Index generally recognized as authoritative shall be substituted therefor. In no event will the annual rent be less than \$115,000. For example, assuming the CPI has increased by an aggregate amount of 8.0% during the period from August 2010 to August 2017, the annual rent for the entire renewal term will be \$121,132.94 per year, being a 5.33% (i.e. 2/3 of 8.0%) increase over the \$115,000 annual rent amount.

5. PURPOSE AND USES: Lessee shall use and occupy the Demised Premises in a careful, safe and proper manner; will not commit or suffer waste therein; will comply with all present and future laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting said Demised Premises and the use and occupation thereof. Lessee may assign or sublet the Demised Premises to either WHLS of Ohio, LLC without the prior written consent of Lessor; provided Lessee shall remain liable for performance of the terms and conditions of this Lease.

6. ALTERATIONS AND FIXTURES: Lessee may from time to time during the term hereof or any extension hereof, make such interior alterations, additions and changes (hereinafter "Alterations") in and to the Demised Premises as it finds necessary or convenient for its purposes with Lessor's prior written approval, which

shall not be unreasonably withheld or delayed. Lessor hereby acknowledges that said Demised Premises will be used primarily as a Life Skills Center and office space, and that substantial improvements and partitioning may be necessary. At the expiration of any term of this Lease, Lessee may remove all of its personal property and fixtures as long as the same can be removed with no damage to the Demised Premises, or in the event that said removal causes damage, Lessee repairs any such damage.

7. REPAIRS AND CUSTODIAL REQUIREMENTS:

(a) **Repairs by Lessee:** Except for Lessor's obligations for repairs as set forth below, Lessee shall, at its sole expense, maintain the Demised Premises, including, but not limited to, all mechanical systems (including the HVAC, plumbing and electrical systems), in good order and condition in accordance with good business practices. Lessee acknowledges (as Lessee has continuously occupied the Demised Premises since August 7, 2000 under the Prior Lease) that Lessee is leasing the Demised Premises in its "as is" condition and that the mechanical systems of the Leased Premises (e.g. HVAC, plumbing, electrical, etc.) are in good working order. Lessee shall notify the Lessor in writing of any damage to the Demised Premises. All repairs shall be made as soon as possible. Notice regarding such repairs and improvements shall be sent to Lessor in accordance with the notice provision of this Lease.

(b) **Repairs by Lessor:** Lessor agrees to repair and maintain the roof, foundation and exterior walls (excluding windows and doors) of the Demised Premises;

provided, however, that Lessee will notify Lessor of the need for any such repairs and Lessor will have a reasonable period of time in which to commence and complete such repairs.

8. MECHANIC'S LIENS: Lessee shall not permit any mechanic's, laborer's, materialmen's or other liens to stand against the Demised Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Demised Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security in any manner required or permitted by law. In the event of Lessee's failure to do any of the foregoing within sixty (60) days of the filing of the lien or attachment, Lessor may discharge the same and charge all costs in connection therewith to Lessee (in addition to all other remedies of Lessor), Lessee shall indemnify, hold harmless and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials.

9. UTILITIES: Lessee shall be responsible for the payment of all charges relating to its use of utilities including, but not limited to, natural gas, water, usage of sewers, electricity and trash removal.

10. HOLDING OVER: It is hereby agreed that in the event Lessee remains in possession of the Demised Premises after the expiration of the term of this Lease, or any renewal or extension hereof, the tenancy shall be from month to month at a rental rate then in effect hereunder, with the consent of Lessor. Said tenancy shall be in accordance with all terms and provisions of this Lease and shall not diminish in any respect Lessor's remedies with respect to Lessee's failure to vacate.

11. EXAMINATION: Lessee shall permit the Lessor, or its agents, to enter upon the Demised Premises at reasonable times and upon reasonable notice to Lessee to examine the condition of said Demised Premises.

12. EXPIRATION: Lessee will surrender and deliver up the Demised Premises upon termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor and Lessee, reasonable use, natural wear and tear, Acts of God excepted.

13. LESSOR'S INSURANCE OF ENTIRE DEMISED PREMISES; LESSEE'S REIMBURSEMENT OF PREMIUMS: During the initial term or any renewal term, Lessor shall insure the entire Demised Premises (excluding Lessee's alterations, additions, improvements, equipment, trade fixtures, appliances, furniture, furnishings or other property) and building against damage by fire and other casualties in an amount of not less than its full replacement value, including those covered under extended coverage, vandalism and malicious mischief coverage, and Lessor shall also maintain

commercial general liability insurance and flood insurance ("Lessor's Insurance"). Within thirty (30) days of receipt of a bill therefor from Lessor, Lessee will pay Lessor, as additional rent, all of Lessor's costs for such Lessor's Insurance. All of said policies of insurance shall be in such amounts and coverages as is commercially reasonable for the type of use and occupancy of the property. Upon request, Lessor will furnish to Lessee certificates of such insurance.

14. LESSEE'S INSURANCE REQUIREMENTS:

(a) **Fire and Extended Coverage:** Lessee shall at all times be responsible to provide Fire and Extended Coverage insurance on all leasehold improvements in the Demised Premises, and all of Lessee's equipment, trade fixtures, appliances, furniture, furnishings and personal property in or about the Demised Premises. Such insurance shall include an all-risk legal liability endorsement to cover property damage for which Lessee is responsible. Upon the execution of this Lease Agreement, Lessee shall provide evidence of such coverage and, at least thirty (30) days prior to the expiration of such coverage, evidence of the renewal thereof, all of which evidence shall be reasonably satisfactory to Lessor. Such insurance shall also contain a provision that the same may not be cancelled without thirty (30) days prior written notice to Lessor by certified or registered mail.

(b) **Commercial General Liability Insurance:** Lessee shall maintain commercial general liability insurance covering all occurrences within the Demised Premises during the term hereof with a combined single limit for bodily injury and

property damage per occurrence of not less than \$2,000,000.00. Lessor shall be named as an additional insured under said policy as its interest may appear. Upon the execution of this Lease Agreement, Lessee shall provide evidence of such coverage and, at least thirty (30) days prior to the expiration of such coverage, evidence of the renewal thereof, all of which evidence shall be reasonably satisfactory to Lessor. Such insurance shall also contain a provision that the same may not be cancelled without thirty (30) days prior written notice to Lessor by certified or registered mail.

(c) **Worker's Compensation Insurance:** Lessee shall obtain and keep in effect worker's compensation insurance covering the statutory requirements of the State of Ohio.

15. **PERSONAL PROPERTY.** Any and all personal property and fixtures of the Lessee in the Demised Premises shall be at the sole risk of the Lessee and the occupants of the Demised Premises.

16. **INDEMNIFICATION:**

(a) Lessee covenants and agrees to indemnify, defend and hold harmless the Lessor from and against any loss, cost, judgment or expense, including but not limited to, reasonable attorney's fees, incurred by or brought against Lessor in connection with any claims and liability for loss to persons, bodily injury, including loss of life, and property damage sustained by the Lessee, its officers, trustees, employees, agents, guests, invitees, or any other person coming on the Demised Premises,

whether arising out of Lessee's operation of the Demised Premises. The provisions herein shall not be applicable in the event that the loss, cost, judgment or expense results from the negligent, reckless or intentional misconduct of the Lessor or Lessor's agents, employees, visitors or invitees.

(b) Lessor covenants and agrees to indemnify, defend and hold harmless the Lessee from and against any loss, cost, judgment or expense, including but not limited to, reasonable attorney's fees, incurred by Lessee due to the breach of Lessor's obligations under this Lease. The provisions herein shall not be applicable in the event that the loss, cost, judgment or expense results from the negligent, reckless or intentional misconduct of the Lessee or Lessee's agents, employees, visitors or invitees.

17. DEFAULT: The following shall be deemed an event of default on the part of the Lessee:

(a) Failure to comply with the provisions of Paragraph 3 or any other payment obligation herein after seven (7) days' written notice of such default is received by Lessee unless otherwise specifically set forth herein;

(b) The failure of the Lessee to comply with any of its other obligations herein, which failure is not cured within thirty (30) days after its receipt of written notice of the Lessor; provided, however, any failure of Lessee's obligations that poses a

present, imminent danger of severe bodily injury shall be cured as soon as possible, and also provided that if such failure cannot reasonably be cured within thirty (30) days that so long as Lessee begins such cure within said thirty (30) day period and diligently continues to achieve said cure, Lessee shall have such reasonable time necessary to complete said cure;

(c) The failure of Lessee to remove or contest any liens or encumbrances placed on the Demised Premises as a result of obligations or debts of the Lessee within sixty (60) days of the filing of said lien or encumbrance. Upon an occurrence of an event of default, Lessor, in addition to any remedies provided by law, may take such action, at Lessee's expense, as may be necessary to cure the default, the cost of which shall be payable by Lessee on demand, and/or Lessor may reenter and retake possession of the Demised Premises, with or without termination of the Lease.

18. **DAMAGE OR DESTRUCTION:** In the event that the Demised Premises shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Lessee shall thereupon surrender possession of said Demised Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee or Lessor; provided, however, that if the damage or destruction is of the nature that the same could be repaired within a three (3) month period, this Lease shall continue in full force and

effect, except that rental payments shall abate during the time required to complete the repair.

19. QUIET ENJOYMENT: Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

20. SUCCESSORS OF THE PARTIES: This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

21. SEVERABILITY: All agreements and covenants contained in this Lease are severable and in the event that any of them shall be held invalid by a competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

22. TAXES: Lessor shall not be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Lessee contained in the Demised Premises regardless of when such taxes become due and payable.

23. NON-WAIVER: No waiver of any breach or default of this Lease shall be implied from any omission by Lessor to take action on account of any similar or different breach or default or from any acquiescence of Lessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

24. NOTICE: Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been given or served only when such notice or demand, in writing, is delivered by personal service or certified mail, return receipt requested, addressed as set forth below, or at such other address as a party hereto may specify from time to time using the procedure set forth in this paragraph.

TO LESSOR: Tri-State Realty, Inc.
Attn: Sal Russo
749 Miner Road
Highland Heights, OH 44143
Facsimile: 440-461-4329

TO LESSEE: The EDUCATIONAL DEVELOPMENT CENTER OF
TRUMBULL COUNTY, INC.,
Attn: _____

Facsimile: _____

WITH A REQUIRED
COPY TO: WHLS of Ohio, LLC
159 South Main Street, Suite 210
Akron, Ohio 44308
Attn: _____

25. SIGNS: Lessee may erect such signs upon, around or on the Demised Premises as may be in compliance with appropriate governmental regulations respecting the same.

26. EMINENT DOMAIN: If all or any part of the Demised Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, either party hereto shall have the right, at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before either party may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Demised Premises. Lessee shall be entitled to make any claims which Lessee may have against the condemning authority for relocation damages, damages for its tenant improvements and any other payments lawfully due to Lessee; provided, however, such claims shall not reduce sums due to Lessor.

27. SUBORDINATION AND ATTORNMENT:

(a) This Lease shall be subject, subordinate and inferior to any mortgage that is or may hereafter be placed on the Demised Premises, and, in the event of foreclosure, Lessee agrees to attorn to the mortgagee. Lessee will, upon demand, without cost, execute any instrument reasonably necessary to effectuate such subordination or attornment. If within five (5) days of submission of said instruments for

execution Lessee fails to execute same, Lessor may execute the same as attorney-in-fact coupled with an interest for Lessee. Notwithstanding the foregoing, no mortgage hereafter made shall permit this Lease to be terminated by a foreclosure sale, and Lessor shall obtain a non-disturbance agreement from any such mortgagee.

(b) In the event any purchaser or assignee of Lessor acquires title to the Demised Premises, or otherwise succeeds to the rights of Lessor as landlord under this Lease, Lessee shall attorn to such purchaser or assignee, as the case may be (a "Successor Lessor"), and recognize the Successor Lessor as lessor under this Lease, and this Lease shall continue in full force and effect as a direct lease between the Successor Lessor and Lessee. The foregoing provision shall be self-operative.

28. LESSEE'S OPTION TO TERMINATE LEASE. In the event that either of the following occur: (a) the State of Ohio eliminates funding for the Life Skills Center of Trumbull County ("Life Skills Center"), which is being operated by Lessee in the Demised Premises; or (b) the Life Skills Center is terminated by the sponsor in accordance with Ohio Revised Code Section 3314.07(B); then in either of those events, Lessee shall have the right to terminate the Lease prior to the end of the initial term, or any extension thereof, provided as follows: (i) Lessee gives Lessor written notice of its intent to terminate the Lease ("Lessee's Notice"), together with such evidence of the elimination of funding by the State of Ohio for the Life Skills Center as Lessor may reasonably require, or such evidence of the termination of the Life Skills Center in accordance with Ohio Revised Code Section 3314.07(B), as Lessor may reasonably

require; and (ii) the effective date of such termination of Lease ("Effective Date of Early Termination") will be six (6) months from the date of Lessee's Notice, during which six (6) month period Lessee will continue to be obligated for all of the terms and conditions under the Lease, including payment of all rent and additional rent.

29. RELATIONSHIP OF THE PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

30. MODIFICATION: This Lease shall not be modified unless in writing and duly executed by the parties hereto.

31. CAPTIONS: The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

32. OPTION TO PURCHASE/RIGHT OF FIRST REFUSAL.

(a) OPTION TO PURCHASE. At any time during the initial term or any renewal term herein, and so long as Lessee is not in default hereof, Lessee shall have an option to purchase the Demised Premises upon the following terms and conditions (Closing shall take place at the office of Lessor's attorney or such other location as is agreed to by and between the parties, in writing):

(i) Lessee's option to purchase may be exercised by delivering written notice to Lessor at any time during the initial or any renewal term.

(ii) The purchase price shall be agreed upon by the parties.

(iii) In the event that Lessee exercises its option to purchase, the closing of the purchase shall occur within sixty (60) days after Lessor's receipt of the written notice provided for in item (i) above unless otherwise mutually agreed upon by the parties in writing.

(iv) If Lessee exercises its option to purchase, Lessor shall convey good and marketable title to the Demised Premises by General Warranty Deed (the "Deed") free and clear of all liens and encumbrances except (i) easements, restrictions and conditions of record acceptable to Lessee, (ii) real estate taxes not yet due and payable; and (iii) such other matters as Lessee shall agree to accept in writing.

(v) Lessor shall deliver possession of the Demised Premises to Lessee as of closing.

(vi) At closing Lessor shall deliver the Deed to Lessee, and Lessee shall deliver the Purchase Price to Lessor. Lessee and Lessor shall each pay one half (1/2) of the escrow fee.

(vii) After Closing, and from time to time as reasonably requested by Lessee, and without further expense to Lessee, Lessor shall execute such instruments of conveyance and transfer and take such other action so as to more effectively sell, transfer and vest in Lessee title and possession of the Demised Premises or otherwise consummate the transaction contemplated herein.

(b) RIGHT OF FIRST REFUSAL. This option to purchase is accompanied by a right of first refusal pursuant to which, if during the term hereof (including any renewal terms), Lessor receives an offer to purchase the Demised Premises Lessor must first offer the Demised Premises to Lessee upon the same or better terms and conditions as are contained in the offer to purchase. Lessee shall have fifteen (15) days after its receipt of written notice in which to notify Lessor of its intent to either purchase the Demised Premises or waive its right of first refusal.

(c) In the event of any sale contemplated by this Section from Lessor to Lessee, Lessor may desire such sale to be a 1031 exchange and Lessee shall execute any and all documents reasonably necessary to effectuate the same.

33. COMMERCIAL REALTORS. The parties represent and warrant that no agents or brokers have worked on the transactions contemplated herein and therefore no commission, fee, expense or other cost is due to any party.

34. WARRANTIES OF LESSOR.

(a) The execution, delivery and performance of this Lease, and the transactions contemplated herein do not conflict with, result in any breach of, or constitute a default under any agreement or instrument to which Lessor is a party.

(b) It is duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania and is qualified to do business in the State of Ohio by the Secretary of State of Ohio, and has full power and authority to execute, deliver and perform this Lease and the transactions contemplated herein.

(c) All requisite action to approve, execute, deliver and perform this Lease and the transactions contemplated herein by Lessor have been taken by Lessor and/or its shareholders and directors.

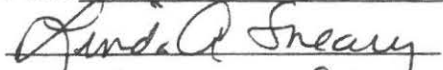
IN WITNESS WHEREOF, the parties hereto have executed triplicate originals of this Lease on the day and year first above written.

In the presence of:

(As to Lessor)



Print: SAL RUSSO



Print: LINDA A SNEARY

Lessor:

TRI- STATE REALTY, INC.

By: 

Its: President

(As to Lessee)

Lessee:

EDUCATIONAL DEVELOPMENT CENTER
OF TRUMBULL COUNTY, INC.

By: *Paul Conley*

Print: _____

Its: Board Chairman

Print: _____

STATE OF OHIO)
)ss:
COUNTY OF Cuyahoga)

Before me, a Notary Public in and for said County and State, personally appeared Tri-State Realty, Inc., a Pennsylvania corporation, by Leonard Applebaum its President, who acknowledge that he/she did execute the foregoing and that the same was his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of February, 2011.



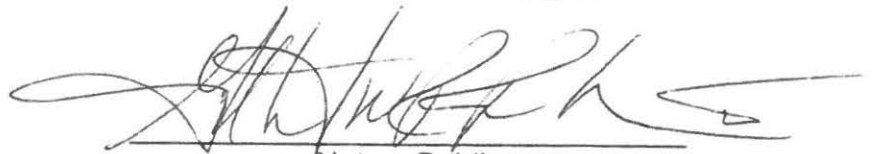
Notary Public

My Commission Expires 6-13-2012

STATE OF OHIO)
)ss:
COUNTY OF TRUMBULL)

Before me, a Notary Public in and for said County and State, personally appeared Educational Development Center of Trumbull County, Inc., an Ohio corporation, by Thomas Conley, its Board Chairperson, who acknowledges that he did execute the foregoing and that the same was his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of February, 2011.



Notary Public

GILBERT W. R. RUCKER, III, ESQ.
NOTARY PUBLIC - STATE OF OHIO
COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.

Attachment 5
Description of Facility

River Gate High School will operate at 458 Franklin St. SE Warren, Ohio 44483. This location is owned by Tri-State Realty and is leased to River Gate High School Inc.



The lease for the facility is by and between Tri-State Realty and River Gate High School Inc. As consideration and rent for lease of the Premises River Gate High School Inc. agrees to pay to Tri-State Realty as rent for the premises equal monthly installments of \$11,696.96 with an annual rent amount of \$ 140,363.56.

River Gate High School shall have complete use of the school building which includes:

- 3 classrooms;
- 1 intervention lab
- Restrooms for staff and students;
- 1 large Principal office;
- 4 small offices;
- Reception area;
- Large conference room;
- CTE Classroom;
- Staff lunch room with kitchen;
- Clothing room for students

- Large storage room;
- Two additional offices for related services.

School Name: River Gate High School	Date: 04-03-23
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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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River Gate High School is a student-centered organization delivering excellence in education. Our team is committed to our students, our communities, and each other. We believe that our cohesion and morale help us to achieve excellence in our school. Our commitment to our students and our dedication to impacting their education through innovative methods makes us unique. This mission will be served by providing the school’s students with an individualized and self-paced program set in a flexible scheduling environment that is responsive to its students’ needs, and by providing an education experience that leads to a high school diploma (not a GED) and post-secondary success. River Gate High School will provide a comprehensive, positive educational experience that will impart to each student the knowledge, desire and confidence needed to succeed in reaching his/her goals. The school will strive to motivate, teach, and guide each student through his/her educational growth and development. This will be accomplished by emphasizing the development of both cognitive and social skills. River Gate High School offers a safe, secure, clean environment, and researched field- tested educational programs which have proven very successful in educating at-risk students. The program provides the opportunity for parent involvement and community engagement.

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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Below are the core beliefs that in combination form the vision that provides the basis for the philosophical foundation of River Gate High School program. We believe:

- Everyone deserves a second chance at receiving a first-class education and being successful in life.
- Everyone deserves a chance to become all he/she can be.
- Everyone learns at different rates and students should have educational choices that provide for each student’s individual needs and learning pace.
- Flexible scheduling of school hours is a great advantage for those young adults that want to avail themselves of educational opportunities but who may have special life challenges and circumstances that prevent them from attending a traditional eight-hour school day, or during a specific timeframe. Examples of these life challenges include being student-parents and/or working to support oneself or one’s family.
- A high school diploma will not only benefit those young adults that take advantage of the opportunities it offers, but through the rippling effect that the graduate him/herself will have over time, it will also benefit the community as a whole No one educational organization or philosophy is right for everyone.

Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school’s clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
<p>River Gate High School’s model is inspired by the belief that inner city and economically disadvantaged students have the right to a quality education where they will gain the knowledge and skills for success in future education, employment, and as members of the community. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio’s Learning Standards, research-based curriculum and effective instructional strategies, we believe learning gaps can be closed, and the potential of all students unleashed. Students who are at risk, such as those who are economically disadvantaged, will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. River Gate High School partners with parents, community and teachers for each child’s success and provides the requisite skills to help prepare each child for college or career options after graduation.</p>		

<p><u>6.3b Curriculum</u></p> <p>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: <i>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?</i> Each of the items below should be addressed with strong evidence and detail.</p>		
Curriculum – Learning Standards	6.3b	1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning. If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. ✓
<p>River Gate High School will teach in accordance with Ohio’s Learning Standards.</p> <p>http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards</p>		

Non-Core Content

Physical Education
 Health
 Psychology
 Sociology
 Geography and World Cultures
 Multicultural Studies
 Economics and Personal Finance
 Financial Literacy
 Creative Writing
 Media Literacy
 Reading Skills and Strategies
 Writing Skills and Strategies
 Career Based Intervention (CBI)
 Employability
 Related Instruction
 Vocational Hours
 Industry Credentials
 Microsoft Office <https://www.microsoft.com/en-us/learning/microsoft-office-specialist-certification-2016.aspx>
 Construction <https://www.nccer.org/workforce-development-programs/disciplines>
 STNA <http://www.odh.ohio.gov/~media/ODH/ASSETS/Files/dc/NATCEP/natcepcurriculum.ashx>
 OSHA <https://www.osha.gov/Publications/osh2254.pdf>

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 River Gate High 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 Curriculum. 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/remediation will be provided to students who display learning deficits, and progress monitoring will occur through formative assessments and instructional strategies.

Curriculum - Pacing Guides	6.3b	3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.
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In the development process for curriculum maps and pacing guides, professional development is facilitated to ensure teachers can differentiate between the two and utilize each effectively. 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 and 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, the academic coaches, and lead teachers. The committee meets during the summer to assess the school’s academic status, in terms of student academic deficits, the cognizance of instructional staff, in relation to curriculum mapping, and the goals for the upcoming school year. The committee collaborates and create goals for each discipline at each grade level based on the disaggregation of OST and NWEA/MAP assessment data. At this level of the process, instructional negotiables and non-negotiables are established. The goals are then communicated and implemented at building level, as building teams are formed in each content level.

Pacing guides are the strategic plans for the scope and sequence for 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 OST and NWEA/MAP 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 that may need to be acquired and/or developed. Curriculum resources purchased by the school contains publisher-produced alignment maps. The maps are utilized to develop the school’s map using Microsoft Word or Excel table versions of Ohio’s Learning Standards in all content subject areas.

A portion of the training period, prior to school opening each year, is devoted to “hands-on” curriculum mapping by the teachers. This exercise is beneficial in that it allows teachers to better understand the curriculum to do the following:

1. Appropriately plan the entire year of instruction with pacing guides
2. Develop the first 6 weeks of lesson plans.
3. Foster collaboration

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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The model lesson plan will be reflective of Ohio’s Learning Standards and the components outlined in Madeline Hunter’s Essential Elements of Effective Instruction (EEEI) or Gradual Release of Responsibility. Additionally, the lesson plan will reflect the resources used to enhance instructional delivery, such as technology and curricular resources. Essentially, a clear lesson plan will effectively demonstrate the following:

- ❖ *What the students will learn – Learning Objectives and Targets*
- ❖ *Instructional strategies utilized to foster content mastery (EEEI/Gradual Release components)*
 - *Scaffolding*
 - *Differentiation*
- ❖ *Depth of Knowledge Levels*
 1. *Acquired Knowledge (Recall)*
 2. *Knowledge Application (Skills/Concepts)*
 3. *Analysis (Strategic Thinking)*
 4. *Augmentation (Extended Thinking)*
- ❖ *Closure*

An example of the lesson plan is listed below:

[Figure A: Lesson Plan Template](#)

Lesson Plans - Week of _____

Name:
Grade:
Subject:

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?

		Monday	Tuesday	Wednesday	Thursday	Friday
Subject	Objective(s)					
	Content Standard					
	CBI Standard					
	Use of Technology					
	Teaching Strategies Bell work/Do now Anticipatory Set Input Modeling (I do)					
	Check for Understanding					
	Guided Practice (We do)					
	Writing prompt					

Independent Practice (You do)					
Closure					
Exit Slip					

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)
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Level	Question and Alignment to EEI (What Stage are you asking?)				
	Monday	Tuesday	Wednesday	Thursday	Friday
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.

H.S. Literacy Plan Component

Strategy	Description and Alignment to EEI				
	Monday	Tuesday	Wednesday	Thursday	Friday
Word Wall Strategy (Name and Description of Activity)					
Vocabulary Acquisition (Vocab words for lesson)					

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 plan cycle that will be utilized throughout all forms of instruction.

Figure B: Elements of the Lesson/Impact

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.

All lesson plans will reflect the elements of the lesson cycle outlining the instructional strategies for students to master the objectives as

outlined by Ohio’s Learning Standards. Lesson plans will also reflect plans for remediation and re-teaching objectives which were not mastered.

Curriculum - Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school’s curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
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The Ohio Model Curriculum and Ohio’s Learning Standards will be the basis for all lesson planning and instructional strategies. The Ohio Model Curriculum directly aligns with Ohio’s Learning Standards.

Ohio’s Learning Standards- <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>
 Ohio Model Curriculum - <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>

Both the Ohio Model Curriculum and Ohio’s Learning Standards are in alignment with the Ohio Strategic Plan for Education: 2019-2024, which focuses in the Four Learning Domains, the One Goal, Three Core Principles and Ten Priority Strategies. Instructional practices and models in the school will correlate with Ohio’s Learning Standards and Model Curriculum.

The school’s mission will be served by providing the school’s students with an individualized and self-paced program called Apex Digital Learning with a flexible schedule set in an environment that is responsive to its student’s needs, and by providing an educational experience that leads to a high school diploma and post-secondary success. All courses are aligned to Ohio’s Learning Standards. The entire curriculum selected for use at River Gate is research based, rigorous, and tightly aligned to the Ohio’s Learning Standards. It balances the basic skills required with challenging content that builds the prerequisite knowledge needed for college and career readiness.

This model enables our students to meet Ohio’s Learning Standards and gain critical 21st Century skills. Apex Learning courses in content area subjects fully incorporate the instructional intent of Ohio’s Learning Standards including rigorous instruction, active learning experiences, and meaningful assessment. These courses are created in-house by a team of education experts with the same focus on research-based best practices. Students develop critical thinking skills through challenging but achievable tasks, with opt-in scaffolding and supports to meet students at their particular level of academic readiness. Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. These build students’ critical thinking skills and deepen their understanding of course content. Formative, summative, and diagnostic assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes. Unit-level diagnostic assessments generate individualized study plans that direct students to appropriate instructional content based on their strengths and weaknesses.

The knowledge and skills defined in Ohio’s Learning Standards and the Ohio Model Curriculum are within reach of all of our students. River Gate’s educational program and written curriculum will directly correlate with the Ohio Learning Standards and serve as the base for curriculum in all subjects. Ohio’s Learning Standards and Ohio Model Curriculum 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 the workplace.

River Gate’s Vision is that graduates will exceed expectations in the areas of academics, college preparation and success, career success, character development, and personal satisfaction. The curriculum is designed to help our students overcome the wide range of challenges faced by at-risk students.

Curriculum - Literacy Skills	6.3b	6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE <u>Ohio’s Plan to Raise Literacy Achievement Birth-12, January 2018</u>).
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River Gate High School has a literacy focus for all students. In addition to APEX Learning, small group instruction occurs for students who demonstrate deficits in reading. The school provides interventions to remediate students and foster a progression to proficiency on a continual basis. The school utilizes the additional supplemental reading programs to further develop literacy skills among students:

Achieve 3000

This online program sharpens nonfiction reading skills based on the ability levels of individual students. This program is rated as a Tier 2 intervention according to the What Works Clearinghouse.

<https://ies.ed.gov/ncee/wwc/EvidenceSnapshot/691>

https://ies.ed.gov/ncee/wwc/Docs/InterventionReports/wwc_alachieve_022718.pdf

Saddleback Educational Reading – Teen Emergent Reader

This program is designed to attract struggling middle and high school readers. It is a library of books that focus on teen-centered interests, encouraging students to read. Saddleback Emerge offers progress monitoring through summative assessments and builds fluency, vocabulary acquisition and reading comprehension.

<https://www.sdlback.com/teen-emergent-reader-libraries-emerge-1-boxed-set-3-each-of-20-titles-tg/saddleback-educational-publishing-hi-lo-books>

River Gate recognizes that students demonstrate various levels of literacy competencies. Therefore, differentiation occurs to address the needs of students based on assessment data analysis and observations. The school also takes into consideration various factors that impact student learning. Ohio’s K-12 Social and Emotional Learning Standards will be integrated into lessons to promote the five competencies as outlined:

- Self-Awareness
- Self-Management
- Social Awareness

- Relationship Skills
- Responsible Decision-Making

Teachers will collaborate through Teacher-Based Team (TBT) meetings to formulate best practices and strategies to improve literacy across grade levels. Additionally, the Building Leadership Team (BLT) will meet to discuss the progress towards accomplishing the overarching reading goals of the school. Action plans will be revised based on the success toward the reading goals. The TBT and BLT will meet frequently to evaluate literacy and champion improved teaching and learning.

In alignment with Ohio’s Plan to Raise Literacy Achievement, the school will ensure that data informed instruction is practiced regularly. This strategy will be monitored through lesson plan evaluation and classroom walkthroughs. A focus on tiered literacy strategies will be implemented, and various evidence-based resources will be utilized to foster improved literacy, such as Explicit Vocabulary Instruction, phonemic awareness, small group instruction, and one-on-one remediation, as needed. Families will be engaged in the improvement process, and parents and stakeholders will be apprised of student progress. The Educational Empowerment Group will actively partner with the school leader to frequently monitor progress and measure success through walkthroughs and assessment data analysis. Moreover, evidence-based strategies will be executed to ensure the effectiveness of all instructional practices.

Targeted professional development will occur to address ineffective teaching practices and sharpen the instructional leadership skills of the principal throughout the school year and during the summer.

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>River Gate identifies and supports students’ future success through the implementation of the Career Advising Policy and the utilization of Individual Student Graduation and Success Plans. In accordance with Ohio law, each student, beginning in grade 9 and continuing on through high school graduation, is required to develop and maintain a graduation plan. Career advising is an integrated process that helps students understand how their personal interests, strengths and values might predict satisfaction and success in school and related career fields, as well as how to tie these interests and strengths to their academic and career goals. Ohio students must have access to a comprehensive menu of resources and support to prepare for their future success. Through relevant classroom instruction, career-related learning experiences, and consistent counseling and advising, students can discover their interests and explore academic and career pathway options.</p> <p>The school also has a state-of-the-art College and Career Exploration Lab for students to research options after high school graduation and to develop their graduation plans to ensure they are prepared to meet their goals.</p> <p>The following additional initiatives are implemented in conjunction with the Career Advising Policy and Individual Student Graduation and Success Plans.</p> <p>CBI</p> <p>Currently the school implements the Career Based Intervention Program for all students. The Career Based Intervention Program (CBI) helps students improve academic competence, graduate from high school, develop professional skills aligned to the Ohio Means Jobs Career</p>		

Readiness Seal, create and implement a realistic career plan, and gain work experience while preparing for postsecondary education. This program is part of the Ohio Department of Education's CTE program and is designed to help students obtain gainful employability skills. All CBI elective courses are 1 year in duration, and they build upon each other in chronological order. CBI instruction is also integrated into the core content area course. The CBI program collaborates with community partners, administrators, teachers, and parents to build a network of support to allow learners to achieve academic and work-based learning opportunities.

The CBI program provides combined educational and work-based learning opportunities for grade 7 -12 students who are disadvantaged (academic, economic or both) and/or disabled with barriers to career and academic success to:

- Improve academic competence;
- Graduate from high school;
- Develop employability skills;
- Implement an Individual Academic and Career Plan (IACP); and
- Participate in a career pathway in preparation for postsecondary education and careers.

Work Based Learning

Work-based learning is a coordinated sequence of experiences designed to provide students with real-world learning through partnerships with local business and industry. These learning activities help a young person explore careers and choose an appropriate career path.

Benefits for students:

- Reduces drop-out rates
- Makes school relevant
- Develops problem solving and life skills

CTE Pathways

River Gate's career pathways are a sequence of integrated courses and experiences that develop a student's academic, technical, and professional skills aligned to their career area of interest. Whether a student is interested in going to college, getting a certificate or working right after high school, career pathways can be customized for any ambition or plan.

The Career Technical Education Programs at Rivers Gate High School has the following shared vision with Ohio's Strategic Plan for Education.

- Vision: Each Child graduates from high school and each graduate is prepared with the knowledge, skills and disposition to pursue his or her chosen post-high school path and become a lifelong learner, who is an engaged, culturally aware and contributing member of society.

By providing a variety of Career Pathways and Career Technical Education Pathways, River Gate expects to annually increase the

percentage of our high school graduates who, within one year of graduation, are:

- Enrolled and succeeding in a post-high school learning experience, including an adult career-technical education program, an apprenticeship and/or a two-year or four-year college program (15 semester hours); or
- Serving in a military branch; or
- Earning a living wage.

River Gate has been approved to offer the Construction Pathway beginning in the 2023-24 school year.

Industry Credentials

The school also offers industry credentials. The Senior Only Credential Program is for students in their senior year (according to credits) who have completed most of their curriculum requirements and want to graduate with a credential in an in-demand career pathway. The Senior Only Credential Program incentivizes students who are credit complete or close to credit complete to stay engaged with their education as well as motivate underclassmen to stay on track so they can participate in programming when they are seniors.

Students can also use an industry-credential to fulfill graduation requirements. Students can earn a minimum of 12 points by receiving a State Board of Education-approved, industry-recognized credential or group of credentials in a single career field and earn the Industry Credential State Seal as a way to demonstrate competency and readiness.

In addition to being a key piece of one of Ohio's graduation pathways, the process of earning an industry-recognized credential allows students to experience education through work, about work and for work. Students learn more deeply by practicing and applying their knowledge through work and employment experiences. They learn about workplace expectations in terms of professional skills needed for employment, as well as learning about career pathways and what the labor market for particular occupations looks like. They also learn the job-specific skills they will need to perform day-to-day tasks.

Earning an industry-recognized credential is the first step in achieving career/college aspirations. Students who earn industry-recognized credentials prior to graduating from high school can use the credentials to earn college credit and for gainful employment while they pursue additional postsecondary credentials and degrees. Industry credentials are not obtained instead of going to college – often they are part of a larger plan to help pay for college. It is an opportunity to earn a good wage in an in-demand career field while pursuing additional education. Currently the school has a state-of-the-art STNA Lab for students to earn the STNA industry credential. The school also offers the following credentials:

- CPR First Aid
- Occupational Safety and Health Administration (OSHA)
- RISE Up Customer Service and Sales
- RISE Up Retail Industry Fundamentals

Based on student interest and In Demand Jobs research from Ohio Means Jobs, the following credentials are being added or renewed for the 2023-24 school year.

- National Health Career Association (NHA) - Certified Phlebotomy Technician (CPT)- CH30
- American Medical Certification Association (AMCA) - Patient Care Technician Certification- CJ59
- Lean Six Sigma Green Belt Certificate - CJ82
- Six Sigma Yellow Belt - CP29
- Leadership Excellence - CP32
- National Center for Construction Education & Research (NCCER) - Core Construction- CH91
- National Center for Construction Education & Research (NCCER) - Level 1
- Microsoft Office Specialist Word Associate (2019 or later)- CP51
- Microsoft Office Specialist Excel Associate (2019 or later)- CP47
- Microsoft Office Specialist PowerPoint Associate (2019 or later) -CP50
- Microsoft Office Specialist Outlook Associate (2019 or later)-CP 49

The Ohio Means Jobs Career Readiness Seal

The OMJ Career Readiness Seal requires students to demonstrate competency of 15 professional skills to be ready for work. Earning the seal not only can fulfill graduation pathway requirements, but it can give our students a competitive advantage in any career field after they graduate. Our CTE/CBI/WBL will allow students to learn and apply the OMJ Professional Skills and earn the Seal.

- Reliability, Work Ethic, Punctuality, Discipline, Teamwork/Collaboration, Professionalism, Learning Agility, Critical Thinking/Problem-Solving, Leadership, Creativity/Innovation, Oral and Written Communications, Digital Technology, Global/Intercultural Fluency, Career Management

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.
<p>The school's educational programming is based on a student-centered instructional model in which each instructional environment will meet the needs of diverse learners by employing instructional strategies to meet the needs of visual, auditory or 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 will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.</p> <p>In each instructional setting, students are challenged to think critically and solve problems through higher level questioning. The school engages a variety of instructional delivery methods which stimulates collaboration and communication skills among students. Each student's learning style and level of ability is considered. Therefore, all instructors integrate differentiated learning into instruction. Students are challenged with individualized, standards-based instruction. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. Students live in an increasingly global, knowledge-based economy. In order to be competitive, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving. River Gate utilizes research based educational programming which includes the following: Computer Based Learning, Student Centered Learning and Project Based Learning.</p> <p>Computer-Based Learning</p> <p>The school includes components of computer-based instruction into the 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.</p> <p>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. As noted by the National Council of Teachers of Math (NCTM) (2008):</p>		

“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 the following:

- 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.

Project Based Learning

Project Based Learning is an evidenced-based method which yields a high academic success rate among 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);
- Be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- Be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- Improve students' mastery of 21st Century skills (Hmelo, 1998);
- Be especially effective with lower-achieving students (Lynch et al., 2005); and,
- Provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Instructional Approach

River Gate High School believes in a progressive and rigorous education model to ensure that students are provided with the knowledge, skills, and critical thinking essential for student success. Therefore, when utilizing and potentially seeking additional curriculum supports, the school ensures that the curriculum is aligned to ODE's Model Curriculum when making any decisions. ODE's Model Curriculum serves as the foundation for instruction and assists in developing the pacing, rigor, and tools that are critical in lesson planning and delivery. This foundational approach enables the teachers and staff to plan and deliver lessons that are directly aligned to the Ohio's Learning Standards. When considering curriculum supports and tools to support the teaching of the Ohio's Learning Standards, the school seeks the guidance from Ohio's Evidence Based Clearinghouse and What Works Clearinghouse to ensure that strategies have supporting data that proves effectiveness in the mastery of the standards. To support the mastery of Ohio's Learning Standards, the school and its teachers place a high emphasis on enhancing their literacy program by using the Simple View of Reading model (Gough and Tunmer, 1986) to help build the foundation for the literacy program. Teachers have knowledge of current literacy best practices and access to the tools and resources needed to incorporate them and a working knowledge of literacy and the latest research findings about learning that can be applied to all K-8 students. The added depth of programming and training in the foundational grades sets our adolescent literacy teachers up for success as they continue to deepen the students' knowledge on literacy as it applies to later grades.

In addition to the literacy program, the school also completes the same standard of evidence-based curriculum and research, as applicable to the remaining core content areas. Teachers use strategies and best practices that are proven to develop students' critical thinking abilities, collaboration, and depth of knowledge. Technology is embedded into daily instruction to allow for students to be

provided with a variety of instructional delivery methods to increase engagement, develop interest in subject matter content and activities. Teachers use Google Classroom as a learning platform to enhance their instruction and student fluency in digital learning skills. Students manipulate the technology to do a variety of activities that correlate to the learning objective. This approach will be an integral component of their future outside of school. Students are provided with activities and programs that develop their ability to use and assess information, collaborate effectively, support innovation, think critically, and solve problems.

The teachers use Madeline Hunter's *Essential Elements of Effective Instruction (EEI)* as the base of lesson delivery (also referred to as Explicit Instruction by Anita Archer, or the Gradual Release Model of Instruction). This method of lesson delivery is research based and has proven to be effective for our population of students. The structure of the lesson delivery framework and its components provides our students with a systematic lesson approach while also getting the explicit instruction that is crucial for the students in understanding the tasks that provide the evidence that they are mastering the learning objective. The components of this lesson delivery system enable the teachers to scaffold learning and check for understanding throughout the duration of the lesson, while relinquishing increments of control from the teacher to students. This level of consistency for the responsibility and accountability on the students' part is well-established and allows the student to understand, each lesson, what their task will be to demonstrate their understanding. The daily administrative walkthroughs assist in ensuring teachers are effectively implementing each of the components of this lesson delivery method.

The Model Curriculum is utilized by the teachers to not only help with planning and rigor, but to also understand the progression of standards for students in each grade level. The importance of vertical planning is extremely important as teachers need to be aware of any deficiencies in students' learning to differentiate and remediate instruction as needed. The scaffolding of prior learning standards into the current grade level standard is a practice utilized at River Gate to not only incorporate review of previous standards, but to also reinforce and provide deeper understanding of those standards to ensure that students are ready and will be successful with the current grade level standards.

Knowing the standards for the next grade level allows teachers to provide the needed depth of knowledge which enables students to build mastery. Further, this knowledge allows teachers to have the foundation for what is to come in future grade levels. In addition, teachers use pacing guides for each content area in each grade level to provide a forward progression that builds upon learning standards; thus, teachers have a trajectory towards mastery throughout the school year. The pacing guide is aligned with Ohio's Learning Standards and ensures the rigor of the instructional practices matches that of the end-of-year test. The momentum that builds with this horizontal planning allows the teacher to build upon the essential skills that will be crucial for understanding future standards in that grade level. Daily objectives are scaffolded to allow for students to master small chunks of the learning standard while also performing higher depth of knowledge activities towards the culmination of the final learning standard. This chunking of material helps to build the necessary fluency and proficiency while helping to remediate along the way and provide enrichment opportunities as needed. Curriculum maps are also aligned to the Ohio Model Curriculum. Teachers receive in-depth professional development training on pacing guides and curriculum maps.

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.

Instructional delivery methods are designed to foster cooperative learning opportunities for students. The teachers and students collaborate in the learning process to promote student participation to create a meaningful experience. The needs of students are the focal point of instruction. Therefore, it is imperative that instructional methods support every learning style, and students are empowered to take ownership of their individual learning process.

Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners. 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, their academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers 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.

<p>Whole Group Instruction "I DO" (Teacher Led)</p> <p>FOCUS: Teach Ohio's Learning Standard or Skill; Review content; Clarify Directions</p> <p>DATA METHOD: Formative Instructional Practices/Assessments</p> <p>DELIVERY: Statement of objective; anticipatory set; checking for understanding; modeling; guided practice; closure</p>	<p>Small Group Instruction (Intervention /Remediation) "WE DO" - Teacher and Student</p> <p>FOCUS: Refine; Remediate; Review</p> <p>DATA METHOD: NWEA/MAP, Short Cycle Progress Monitoring Benchmarks, Ohio State Tests/ Quizzes/Informal Assessments</p> <p>DELIVERY: Teacher-led; Direct Instruction, Guided Practice; Mini-Lessons; Discussion Forum; Teacher Demonstrations; High Level Questioning; Teacher-Student Dialogue, RtI modifications/accommodations</p>
<p>Cooperative Learning "YOU DO 1" (Student-to-Student)</p> <p>FOCUS: Student motivation; collaboration; student-friendly language; peer-to-peer assistance; promotion of social/interpersonal skills; problem solving skills</p> <p>DATA METHOD: Formative Instructional Practices/Assessments</p> <p>DELIVERY: Partner work; project-based learning; Independent/Self-Directed Learning</p>	<p>Independent/Self-Directed Learning "YOU DO" - Independent Student Work</p> <p>FOCUS: Reinforce; skill building; application; practice;</p> <p>DATA METHOD: Formal and Informal Assessments</p> <p>DELIVERY: Self-Directed; technology integration, project-based learning; independent practice; task cards</p>



Quality instruction goes hand in hand with having quality staff when it comes to increasing student performance. Essential Elements of Effective Instruction will ensure that all teachers have included the key elements that must be present in every lesson to get needed student

results.

Our 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 one of our students. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a school-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. This framework listed below will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

EEG's model is built on the concept of empowering students with 21st Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills. The knowledge and skills defined in Ohio's Learning Standards are within reach of all of our students. EEG's educational program and curriculum will directly correlate with Ohio's Learning Standards and serve as the base for curriculum in all subjects. 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 problem-based learning. 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 the workplace.

Twenty-first Century students need to be adaptive critical thinkers. Students' work to become collaborators and team players with good communication skills. Our model focuses on the students' learning styles and levels of ability by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized; standards-based instruction that incorporates all of the requirements for the 21st Century citizen. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. They are being trained to be media savvy and career oriented. Students need to understand and learn how to take advantage of the various forms of technology available to today's work force. To remain competitive in an increasingly global, knowledge-based economy, today's employers need graduates who are adept at 21st-century skills such as using informative and communications technology to gather and assess information, collaborate, be innovative, think critically, and solve problems.

The management team being career educators, will be present in the schools to provide ongoing coaching and development for administration and staff. EEG is a hands-on management group that will interact directly with the school on a regular basis. Having a supportive principal and EMO can make all the difference for staff. Staffs want to know that the people above them have their best interest in mind. One of EEG's core values is to develop positive relationships that foster continued growth and productivity, therefore; EEG employs a Vice President of Teacher Support Services to ensure staff feel supported and encouraged by all. This relationship must be built on a foundation of trust.

Instructional Delivery Methods - Blended Learning Instructional Model	6.3c	<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> <p><u>Blended Learning Requirements - please provide ALL of the following:</u></p> <ul 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.
<p>The school is not using a blended learning instructional model.</p>		

<p>Instructional Delivery Methods – Research Base</p>	<p>6.3c</p>	<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 <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.</p>
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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>

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 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://www.iglls.org/files/classroom_brief.pdf

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

Project Based Learning

We believe strongly in the ideals of Project Based Learning. 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);
- Be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- Be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- Improve students’ mastery of 21st century skills (Hmelo, 1998);
- Be especially effective with lower-achieving students (Lynch et al., 2005); and,
- 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. 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>

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>

<http://www.thhs.qc.edu/ourpages/auto/2010/10/20/57043719/EEI%20Guide.pdf>

All of the strategies utilized at River Gate have been researched and proven to affect positive outcomes at 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.

The instructional approach implemented by River Gate High 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 Achieve 3000 as a reading supplement and 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>

Achieve 3000

<https://ies.ed.gov/ncee/wwc/EvidenceSnapshot/691>

https://ies.ed.gov/ncee/wwc/Docs/InterventionReports/wwc_alachieve_022718.pdf

Apex Learning

<http://cdn.apexlearning.com/al/ESSA-efficacy-based-interventions.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.
- Student 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.

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.
<p>Describe the primary instructional delivery methods, strategies and techniques the school will use:</p> <p>River Gate will employ a progressive and rigorous education model to ensure students receive the knowledge and skills essential for student success. Therefore, the school utilizes ODE's Model Curriculum as a foundation for instructional strategies and delivery methods. This approach enables the teachers and staff to plan and deliver lessons that are directly aligned to the Ohio's Learning Standards. When considering curriculum supports and tools to support the teaching of the Ohio's Learning Standards, the school seeks the guidance from Ohio's Evidence Based Clearinghouse to ensure that strategies have supporting data which proves effectiveness in the mastery of the standards.</p> <p>Curriculum maps will be provided to the school administrator and instructional staff, which will aid in the identification of cross-curricular connections. Additionally, curriculum maps will establish timelines for the attainment of academic goals. The English Language Arts courses effectively address each standard as well as the instructional intent of the four key areas outlined by Ohio's Learning Standards: Reading, Writing, Speaking and Listening, and Language. Reading: Students read a range of texts that reflect diverse authors and genres with an emphasis on informational texts. Writing: Instruction emphasizes how to write a persuasive argument and how to use evidence to prove a thesis; students use different written and presentation formats to show their work. Speaking and listening: Students use various kinds of media to analyze and synthesize information. Language: Students have opportunities to develop and practice language skills throughout each unit.</p> <p>Math courses effectively address the standards in mathematics and instructional intent of Ohio's Learning Standards. Students demonstrate conceptual understanding, show and explain their work, and apply this knowledge to everyday life. Focus and progression: Standards are organized by strand, with fewer concepts covered in greater depth. Build abstract reasoning: Students use analysis and reasoning skills to help develop independent critical thinking. Model with mathematics: Students learn to apply mathematics to analyze situations and improve their decision-making skills.</p> <p>For all Social Studies courses, students build and practice historical thinking skills, learning to connect specific people, places, events and ideas to the larger trends of world history. In critical reading activities, feedback-rich instruction, and application-oriented assignments, students develop their capacity to reason chronologically, interpret and synthesize sources, identify connections between ideas, and develop well-supported historical arguments. Students write throughout the course, responding to primary sources and historical narratives through journal entries, essays and visual presentations of social studies content. In discussion activities, students respond to the position of others while staking and defending their own claim. The course's rigorous instruction is supported with relevant materials and active learning opportunities to ensure students at all levels can master the key historical thinking skills.</p> <p>Physical Science offers a focused curriculum designed around the understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of energy, and the mastery of critical scientific skills. Course topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the periodic table of elements;</p>		

molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. Teacher-scored labs encourage students to apply the scientific method. Earth Science offers a focused curriculum that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Course topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Optional teacher-scored labs encourage students to apply the scientific method. Biology focuses on the mastery of basic biological concepts and models while building scientific inquiry skills and exploring the connections between living things and their environment. The course begins with an introduction to the nature of science and biology, including the major themes of structure and function, matter and energy flow, systems, and the interconnectedness of life. Students then apply those themes to the structure and function of the cell, cellular metabolism, and biogeochemical cycles. Building on this foundation, students explore the connections and interactions between living things by studying genetics, ecosystems and natural selection, and evolution. The course ends with an applied look at human biology. Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science.

The new Apex Learning courses fully incorporate the instructional intent of Ohio's Learning Standards, including rigorous instruction, active learning experiences, and meaningful assessment. Ensuring rigor for academic success: These courses are created in-house by a team of education experts with the same focus on research-based best practices in learning as Ohio's Learning Standards. Students Develop critical thinking skills through challenging but achievable tasks, with opt-in scaffolding and supports to meet students at their particular level of academic readiness. Providing active learning experiences: Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. These build students' critical thinking skills and deepen their understanding of course content. Assessing student knowledge: Formative, summative, and diagnostic assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes. Unit-level diagnostic assessments generate individualized study plans that direct students to appropriate instructional content based on their strengths and weaknesses.

All Apex Learning assessments are intentionally designed to meet the requirements of Ohio's Learning Standards. Test items represent the variety of item types expected on EOC and NWEA MAP assessments. In addition to computer-scored tests, students demonstrate academic proficiency in performance tasks through teacher-scored assessments. In order to continually address students' needs, the Curriculum Review committee will meet quarterly to review the APEX curriculum and student mastery of standards as a way to drive direct instruction. The committee will determine areas of deficit and gaps in APEX and offer guidance to content area teachers so they can provide direct instruction to supplement the APEX curriculum.

NWEA/MAP

River Gate High School utilizes NWEA/Map assessments as a way to monitor student growth and inform classroom instruction. The NWEA/MAP assessments are aligned to Ohio's Learning Standards, and the data and reports generated provide teachers with individual student's skills gaps based on individual or class standards mastery. In addition to progress monitoring reports, NWEA/MAP also provides instructional resources aligned to the Ohio Learning Standards that can be used to supplement individual or whole class instruction.

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.
<p>Our school mission and goals, as well as our 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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>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 our 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 variable. 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.</p> <p>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.</p> <p>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</p>		

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 <u>Ohio 5-Step Decision Making Process</u>. Describe the structures and processes to support the improvement planning.
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The continuous improvement plan cycle at River Gate provides a tool for identifying needs and establishing a common approach to meeting those needs. Our 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 plan.

Processes:

Data is collected first at the classroom 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 with their TBT; which will also be used at the CSLT 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 OIP – to create goals and action steps.

The data from the decision framework and reviewing of the OIP; the CSLT will work with the Curriculum Director to evaluate the curriculum and the supplemental materials. They will then decide if there need to be any changes or additions made; in order to help students that are continuing to struggle to meet the standards. The data will show where there are deficiencies in the curriculum or supplemental materials.

The CSLT will evaluate the OIP Goals quarterly in order evaluate 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. Technology is an important part of our daily schedule; the students are utilizing computers in every classroom as well as taking assessments on computers.

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.

<p>Ohio Teacher Evaluation System (OTES)</p>	<p>6.3d</p>	<p>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</p> <p>3) <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>4) 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>
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River Gate will utilize OTES 2.0, as outlined by the Ohio Department of Education. The Administrator of the school is OTES 2.0 credentialed and follows all procedures and policies as outlined. In addition to these required components of the OTES, the Principal, 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 piece of the discussions, which enables teachers to reflect more critically on student achievement and deficiencies in their teaching 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 walk-through to ensure that students are mastering the content standards.

Ohio Principal Evaluation System (OPES)	6.3d	<p>5) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</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>6) 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>
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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.

Local Professional Development Committee	6.3d	<p>7) 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>
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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.

Committee Membership consist of licensed teachers from River Gate High School. The representative from River Gate 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 River Gate holding an Ohio license is chosen by a majority vote conducted by the staff and administration within the building.

The committee member serving River Gate 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 River Gate. 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 River Gate staff lounge upon completion of the meeting. The quorum will approve the teachers IPDP and the River Gate 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 River Gate by designating both a Program Coordinator and an assigned mentor to engage in the development and nurturing of the RESA teachers at River Gate. 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 River Gate are also held accountable to complete the Data Tool sheet, Self-Assessment Tool sheet and the Professional Growth Plan or Goals assigned by ODE. In addition to the RE Program Coordinator, the school will have a trained mentor on-site 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	8) 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 Educator 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 address 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 Mentor tailors is being provided with the mentoring needed for their skill level and support needed. Professional conversations and dialogue are an important key for success for our Year 3 Resident Educators.

Professional Development Plan for Teachers	6.3d	9) Using the Ohio Standards for Professional Development (adopted 2015), describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school’s continuous improvement plan.
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Professional development will be extensive, ongoing, focused, and innovative; incorporating evidenced-based strategies and resources proven to be successful with our target population. River Gate 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 River Gate; 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 on-site 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 PLC's 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 walk-throughs, 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 School will purchase Educational Impact, which aligns with the Ohio Teacher Evaluation System and the Ohio Principal Evaluation, to provide individualized professional development. The evaluation system is aligned with the state standards for teachers and principals and will provide for multiple evaluation factors, including student academic growth which shall account for fifty percent (50%) of teacher and principal evaluations. 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. A poorly performing principal and/or teacher along with an effective principal and teacher will have the ability to partake in pre-determined modules within Educational Impact to accelerate and/or continue growth and obtain needed support based upon their individual needs.

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 using a framework from the University of Akron (<http://agpa.uakron.edu/p16/prof-dev.php?id=evaluation>). The following elements will be considered:

- 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.

<p>Professional Development Plan for School Leaders</p>	<p>6.3d</p>	<p>10) Using the Ohio Standards for Principals 2018, 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.</p>
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Professional development will be extensive, ongoing, focused, and innovative; incorporating evidenced-based strategies and resources proven to be successful with our target population. River Gate 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 River Gate; 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 on-site 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 PLC's 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 walk-throughs, 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 school will purchase Educational Impact, which aligns with the Ohio Teacher Evaluation System and the Ohio Principal Evaluation, to provide individualized professional development. The evaluation system is aligned with the state standards for teachers and principals and will provide for multiple evaluation factors, including student academic growth which shall account for fifty percent (50%) of teacher and principal evaluations.

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. A poorly performing principal and/or teacher along with an effective principal and teacher will have the ability to partake in pre-determined modules within Educational Impact to accelerate and/or continue growth and obtain needed support based upon their individual needs.

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 using a framework from the University of Akron (<http://agpa.uakron.edu/p16/prof-dev.php?id=evaluation>). The following elements will be considered:

- 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.

School Calendar	6.3.1	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.
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River Gate High School

2023-2024 School Calendar

August 2023						
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September 2023						
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October 2023						
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2023-2024 St. Aloysius Sponsorship Education Plan - Charter Attachment

November 2023						
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December 2023						
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31						

January 2024						
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February 2024						
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March 2024						
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April 2024						
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May 2024						
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June 2024						
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July 2024						
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School Closed
Parent Teacher
Conferences



Professional Development (No School for Students)



End of the Semester

First and Last Day of School

Aug 14-18 Planning/Professional Development Days

Aug 21 First Day of School for Students

Dec 15 -
Jan 2

Jan 15

Winter Break - No School
MLK Day - No
School

Sep 4	Labor Day - Closed		Jan 26	End of 1st Semester-95 Instructional Days-475 Instructional Hrs.
Oct 13	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 29- Apr 2	Spring Break - No School
Nov 21	Parent Teacher Conferences - 4:00pm - 7:00pm		May 3-6	School Not In Session
Nov 22	Parent Teacher Conferences - 8:00am - Noon - No Students		May 27	Memorial Day - No School
Nov 23-24	Thanksgiving Break - No School		June 13	End of 2nd Semester -91 Instructional Days-455 Hrs.
			June 14	Staff Last Day
8	Professional Development Days	930		Instructional Hours
186	Instructional Days	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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All core and non—core content area subjects are taught throughout the day and during both sessions.

Breakfast: 7:15 AM – 7:30 AM

First Session: 7:30 AM – 12:30 PM

First Session Lunch: 12:30 AM – 12:45 PM

Second Session: 10:00 AM – 3:00 PM

Second Session Lunch: 9:45 AM – 10:00 AM

Staffing/ meetings/PD : 3:00 PM – 4:00 PM

Staff has sufficient amount of collaborative time daily from 3:30 PM through 4:30 PM

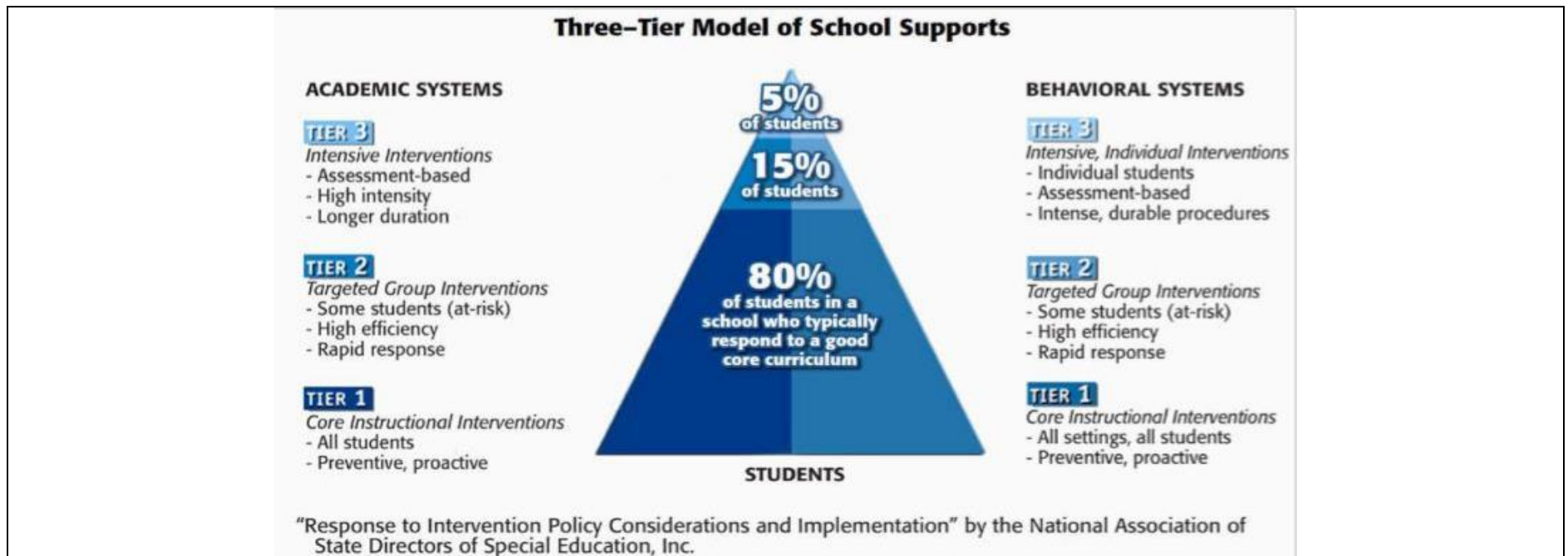
6.3e Prevention and Intervention Policy

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>
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The school will implement a strong Response to Intervention (RtI) process for students who are achieving below grade level. Research-based interventions, a philosophy advocating an educational process of continuous reflection, rethinking, and restructuring of strategies, will be afforded to students. The school will have a solid RtI School-Based Leadership Team to apply a progressive change system utilizing consensus building, infrastructure development, and implementation. The RtI School-Based Leadership Team will be a model of consensus building, utilizing participation from all levels of its system. The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.



Rtl is a "systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions." The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized.

The school will follow the recommendations as set forth in The Ohio Department of Education's Response to Intervention Policies and Procedures. In doing this, the school hopes to increase the success of students that are identified as needing intervention services as they are performing below the benchmarks required in reading and/or math for their grade level. The school aims to implement and maintain the Rtl I process with fidelity, starting with establishing a team of staff members who are equipped with the necessary skills and knowledge to create services and to analyze data that will increase the student success rate for those placed into Tier 2 services. The school and its staff understand that the initial phase of Rtl serves as a comprehensive early detection system that aims to provide prevention strategies for those that have been identified as struggling students, and through this system, assists the students before they fall behind. The school will combine the universal screening required to identify at-risk students with high-quality, rigorous instruction needed to assist the identified students.

Tier 1 Services

The school seeks to prevent academic and behavioral failure through universal screening, early intervention, frequent progress monitoring, and increasingly intensive research-based instruction or interventions for children who continue to have difficulty. Although the focus is mainly on students identified as needing Tier 2 services, it is important to discuss the strategies that are being implemented at the Tier 1 services as the Tier 1 services provide the foundation for successful RTI overall, without which too many students would fall below the benchmarks in reading and math. In addressing Tier 1, classroom teachers differentiate their instruction and provide

differentiated activities and assignments that are tailored towards the individual student needs. These needs are identified through the use of data analysis provided by the initial universal screening as well as using the data from the NWEA administered throughout the school year. Teachers are given training on how to use diagnostic measures, as well as how to interpret students results on the NWEA assessment, which includes measures for those students experiencing difficulty. Informal assessments can also help educators make better informed decisions about the level of need for each student. Teachers also develop data-driven decision rules for providing differentiated instruction to students at varied reading proficiency levels. This differentiation of instruction includes varying content, time, and degree of support and scaffolding based upon students' assessed skills. The teachers understand that as students fall below grade expectations, more time in explicit instruction provided by the teacher in small groups is critical to bring their skills up to grade level.

Tier 2 Services

Students that have been identified as those that would benefit from Tier 2 services (those scoring below the benchmark score on the universal screening) will be provided with intensive, systematic instruction on foundational reading and math skills in small groups – typically, these groups will meet between three and five times per week, for 20-30 minutes per session. The systematic instruction contained in Tier II includes building skills gradually and introducing skills first in isolation and then integrating them with other skills. Explicit instruction involves more teacher-student interaction, including frequent opportunities for student practice and comprehensible and specific feedback. The Tier 2 intervention curriculum will teacher and build foundational skills to mastery and incorporate some complex reading and math skills. Specific components vary by grade level and reflect the changing developmental emphasis at different stages of reading and math. Students that are receiving Tier 2 services will have their progress monitored at least once per month by the RTI Committee. Student responses to the interventions are measured to determine whether they have made adequate progress and either no longer need the interventions, need to continue some interventions, or need even more interventions.

The RTI Committee will meet and discuss the implementation and maintenance of a progress monitoring program that allows for an in- depth analysis of the specific student data. Reading fluency is one progress monitoring tool that is utilized – this data increases teachers' awareness of students' current level of reading proficiency and has a positive effect on the instructional decisions that teachers make. The additional progress monitoring tools are typically administered at least bi-weekly and contain a mastery test – results from this test are used to guide further instruction. The measures used to progress monitor for both reading and math are efficient, reliable, and valid. The RTI Committee believes that progress monitoring measures are the best way to assess students' retention of material taught and thus their path to reading and math proficiency.

All Tier 2 services are provided to LEP students who are testing as off-track status with more specific and targeted intervention strategies related to their deficits in academics and being an English Language Learner. Due to the large population of LEP students at the school, Tier 2 accommodations and interventions are especially important in ensuring our students are gaining in their academics as well as their proficiency and language skills. Students who are placed with Tier 2 services due to the need for behavioral support.

Tier 3 Services:

Those students who show minimal progress after a reasonable time in tier 2 small group instruction, will be provided with intensive instruction on a daily basis that promotes the development of the various components of reading and math proficiency, and are placed in a tier 3 status. Instruction at Tier 3 is intensified by focusing on fewer high priority reading and math skills during lessons and scheduling multiple and extended instructional sessions. One-on-one or small group instruction also provides intensity as students have more opportunities to practice

and respond. Students at the school who are at Tier 3 services are given feedback based on their individual responses, teaching students to mastery based on individual learning progress, and planning instruction with materials and an instructional sequence that meets individual student needs. Student progress in Tier 3 is monitored regularly using the identified progress monitoring measures as identified by the RTI Committee. The effective implementation of progress monitoring will determine whether the program is on course and to determine whether a team of professionals needs to refine the instructional program to enhance student achievement growth.

Tier Services for Behavioral Support

The school recognizes that there is a need for additional behavior support for a select group of students in addition to the Positive Based Interventions and Support plan that has been implemented school-wide. The school understands that RTI strategies can be applied to students' student social behavior, as well as to academic achievement. The core principles of RTI remain the same regardless of the problem-solving target. The Response to Intervention approach at the school is based on three main components:

1. Continual application of a structured problem-solving process;
2. Reliance on an integrated data system that is used to inform problem solving; and
3. Utilization of a multi-tiered model of support delivery that enables the efficient use of school resources. The school has adopted a four-step process that includes 4 steps.

Step 1: Problem Identification (*What's the problem?*)

Step 2: Problem Analysis (*Why is it occurring?*)

Step 3: Intervention Design (*What are we going to do about it?*)

Step 4: Response to Intervention (*Is it working?*)

The four-step, problem-solving model employed at the school looks very simple. First, problem behaviors of all students, groups of students or individual students must be identified. Next, it is critical to understand why those behavior problems are occurring. This step is the problem analysis. Based on an understanding of why the behavior is occurring, school personnel and teams can develop effective and efficient interventions to address the problem behavior and then progress monitor whether students are responding to the interventions.

The success of our RTI for Behavior process is dependent on a number of critical features. First, the problem-solving approach requires the use of accurate data for decision-making, at each level and step of the process. The school has to have ways of collecting, maintaining, and accessing their data that are easy to use, relevant, and accessible to decision makers, and easily summarized in a way that's understandable to teachers and parents. The types of data collected will differ according to the focus of the problem-solving process. For example, problem solving at the entire school level requires the analysis of summary data that is based on the behaviors of the entire student body; while problem solving for an individual student requires the analysis of specific patterns of behavior for that student. Understanding which kinds of data to collect requires a deeper understanding of each level or tier of support. The RTI Committee meets to ascertain what kind of data they need to look at and analyze for a group of students as well as individual.

Tier 2 behavioral supports are designed to provide additional or targeted interventions to support students who have access to Tier 1 classroom and PBIS supports and are not responding positively to them. Behavioral Supports are more intensive since a smaller number of students are at risk for engaging in more serious problem behavior and need more support. The school uses strategies and practices that involve small groups of students or simple individualized intervention strategies. Behavioral Support often involves targeted group Behavioral

Supports are an important part of the continuum of behavior support needed in the school. Behavioral interventions include practices such as “social skills club,” “check in/check out” and the Behavior Education Plan. Since, on average, 15-20% of students need Tier 2 support, the RTI Committee recognizes that the need for an impacting PBIS system is needed in the school as well as individual supports that will help students to make positive choices that will benefit their social being and academics. Many individual student behavior plans are implemented in an effort to alleviate the behaviors of a select group of students. Students are taught to recognize the problem, identify the solution, and take a positive action.

At times, the use of an FBA (Functional Behavioral Assessment) and a support plan comprised of individualized, assessment-based intervention strategies is necessary. This may have a range of options such as: (1) teaching the student to use new skills as a replacement for problem behaviors, (2) rearranging the environment so that problems can be prevented and desirable behaviors can be encouraged, and (3) monitoring, evaluating, and reassessing this simple plan over time. This assessment and behavior planning process may be simple and involve a brief consultation with the student’s teacher(s) and one or more strategies that match the context of the classroom and the function of the student’s problem behavior.

The main difference between behavioral interventions and other levels of positive behavior support is the focus on supporting students at risk for more serious problem behavior. Behavioral Intervention addresses the needs of students who require more support than is available for all students (Universal/Classroom Support) and less support than is available for individual students who need flexible, focused, personalized interventions (Tier 3: Intensive Support).

Gifted Students

After administering the diagnostic and initial NWEA assessment, some students may be identified as being gifted in a subject area, such as reading and/or math. The use of the RTI framework for gifted students at the school would support advanced learning needs of children in terms of a faster paced, more complex, greater depth and/or breadth with respect to their curriculum and instruction. When a student is identified as being gifted, it is recognized by the school that students who are gifted with disabilities may need more than one level of intervention and advancement in terms of curriculum and instructional strategies.

When considering gifted students, each tier is governed by the intensive services required for students whose achievement is greater than typical students in specific areas. RTI for gifted students differentiates the depth and breadth, pacing and complexity of content for students within each Tier through acceleration and enrichment opportunities. Gifted students who need more intensive services beyond the general education differentiated curriculum, will move into different tiers. The RTI Committee is fully equipped and knowledgeable in creating and maintaining interventions for those identified as being gifted and will continue to instill progress monitoring and other strategies aligned to data analysis and the identification of further interventions as needed.

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

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

The school will use the ODE approved NWEA MAP assessments for the contract period. River Gate utilizes NWEA MAP to inform instruction, using valid and reliable data that is offered in real time. MAP measures every student’s growth over time, whether or not the State standards change. MAP 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. MAP allows staff to be proactive instead of reflective in terms of restructuring instruction as needed.

Engaging families and students in the learning process is important, and MAP allows the school to collaboratively develop learning goals. Data provided by MAP administrations allows the school to reinforce evidence based instructional practice as well as evaluate programs and identify any professional development needs. Last, NWEA MAP allows the school to compare and predict student achievement and growth over time and data is utilized in the OTES model to display student growth measures. The school administers two testing sessions per school year (Fall/Spring) TBT’s and the CSLT studies the data and will submit written analysis of the assessment data to the sponsor by June 30th of each school year.

Ohio’s State Assessments

6.5

2) All required state assessments must be included in the school's assessment blueprint and calendar.

Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio

Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and

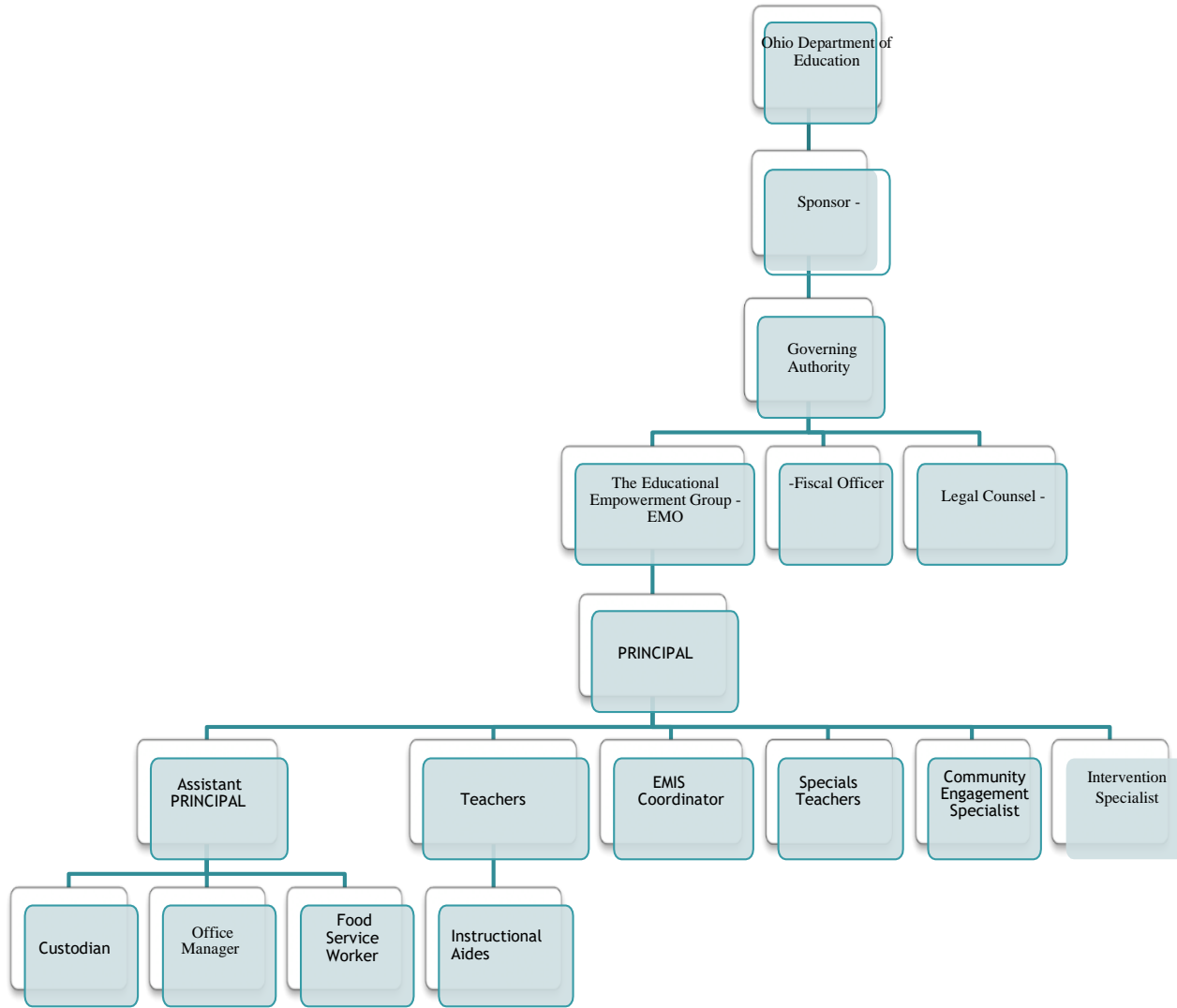
		<p>Kindergarten Readiness Assessment.</p>
<p>River Gate utilizes all required state assessments to include Ohio Air (American Institute of Research) End-of-Course standardized tests, American College Test (ACT), ACT WorkKeys, and the OELPA (when applicable). The Executive Director of Assessment will 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.</p> <p>Once testing data is available, the Executive Director of Assessment will provide growth charts to the School Administrator and Director of Curriculum. The Director of Curriculum will work with the School 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 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.</p>		
<p>Formative Assessments</p>	<p>6.5</p>	<p>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>
<p>River Gate utilizes formal and informal formative assessments that include students’ homework, tests, quizzes, questioning strategies (small/large group), think-pair-share, exit/admit tickets, to name a few. All of these formative assessments allow our educators to determine students’ level of understanding, areas of strengths and weakness. This information is crucial because it informs our educators of pacing – can I move on or do I need to re-teach a lesson.</p> <p>There are bi-weekly grade level TBT meetings where for the first 30-40 minutes teachers meet by grade level, the next 30 minutes is across subject. This allows for teachers to have discussion around their specific grade level, and then have a holistic discussion about students as well.</p> <p>Students are constantly cognizant of their achievements and areas of concern. Our educators ensure our students understand and can interpret their data. Teachers have student conferences, as well as parent-teacher conferences to discuss the data, and ensure everyone understands a student’s status academically and socially.</p> <p>Sharing data and being able to interpret it impacts instruction a great deal. Utilizing the data ensures that decisions are data-driven AND are relevant to the needs of our students. Understanding and using data ensure that professional development is intentional, and not random; and instruction can be fine-tuned to address areas of concern.</p>		

<p>Non-Academic Measures</p>	<p>6.5</p>	<p>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>
<p>River Gate provides satisfaction surveys annually to both parents and students. They are done anonymously so that everyone can be frank and honest, this ensures that we garner the truth (which is one of the purposes of the survey). From these surveys we can determine what we are doing well, or things that we need to work on. We can identify resources that need to be put in place to meet the needs of our students. We can also identify parental concerns (if there are any) and address those accordingly.</p>		
<p>Diverse Measures of Student Performance</p>	<p>6.5</p>	<p>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.</p>
<p>River Gate 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. River Gate 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>		

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 grouping.

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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<p>Roles and Responsibilities</p>	<p>8.1</p>	<p>2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) other. <i>Please only include job titles.</i></p>
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The following is a list of the types of positions that will be needed ensure River Gate's program will be effective. Certain positions will vary in number in relation to student enrollment, and others may be provided via contracted services:

- Director
- Student Data Specialist
- Teachers and Title I Teachers
- Intervention Specialists
- Psychologist (contracted)
- Custodian
-

Students will learn and grow with at least a 28:1 student to teacher ratio. Students will have Highly Qualified Teachers, Title One 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 River Gate staff. River Gate 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. Both founders of EEG, have 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.

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; NCLB Highly Qualified;
 - 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.

Student Data Specialist

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; and
 - Perform other duties, as deemed appropriate, by the Principal or Management.
- Reports to: Family Advocate Qualifications:

- High School Diploma at minimum, Associates Degree preferred;
- Experience in K-12 Education;
- At least two years' experience working with Student Information Systems and EMIS state reporting databases;
- Ability to oversee, manage, and submit state mandated reports;
- Strong oral and written communication skills;
- Satisfactory completion of local, state, and federal criminal history check and TB test;
- Demonstrated ability to exhibit strong interpersonal skills with students, parents and community; and ability to meet established deadlines.

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.

Reports To: Family Advocate

Qualifications:

- High School Diploma at minimum;
- Operating equipment used in industrial maintenance including electrical cleaning equipment, common tool, etc. and adhering to safety practices;
- Good physical health including ability to lift 75 pounds, climb to high and difficult places and work at those places. Constant hand-eye and mind-eye coordination, standing and walking. Repetitive motion with wrists hands and fingers. Frequent bending, carrying, hearing, lifting and stooping. Occasional climbing and crawling;
- At least two years' experience working in a school environment preferred;
- Satisfactory completion of local, state, and federal criminal history check and TB test;
- Demonstrated ability to exhibit strong interpersonal skills with students, parents and community; and ability to meet established deadlines.

Family Advocate Purpose:

- To promote and enhance the overall academic mission by providing services that strengthen home, school, and community partnerships and alleviate barriers to learning.
- To determine the needs and interests of students and present options for development both outside of school and within the school program to maximize the likelihood that students will achieve long-term goals and reach their maximum potential.

Responsibilities:

- Effectively and appropriately assess and address the needs, characteristics, and interactions of students, families, and community;
- Use knowledge and understanding of the reciprocal influences of home, school, and community to intervene for student success via such practices as assessment, crisis intervention, home visits, conflict resolution, individual and group counseling, consultation, program development, dropout prevention, and coordination of School and community services;
- Advocate for appropriate services for students and their families;
- Consult and collaborate with stakeholders on behalf of students and their families;
- Effectively plan, implement, and evaluate programs that promote student and family success;
- Provide appropriate services to students in ways to build upon individual strengths and offer students maximum opportunities to participate in the planning and direction of their own learning experiences;
- Collaborate with local businesses to find career learning opportunities for students;
- Provide appropriate follow-up to ensure that students' needs are being met;
- Act as a point of contact for outside organizations and businesses working with students and their families.
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality; and

- Perform other duties, as deemed appropriate

Reports To: Director**Requirements:**

- Master Level Licensed Social Worker preferred;
- Strong communication skills and ability to work collaboratively with teachers/ staff/community;
- Familiarity with the local community;
- At least two years' experience working with urban communities.

Intervention Specialist Purpose:

- The intervention specialist is responsible for all aspects of Special Education services and compliance and may provide additional intervention to students not identified for Special Education services as needed.

- The Intervention Specialist must be knowledgeable and proactively stay up to date on all laws pertaining to special education, including but not limited to IDEA. The Intervention Specialist is required to adhere to all regulations outlined in Operating Standards for Ohio Educational Agencies Serving Children with Disabilities.

Responsibilities:

- Insure 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 IEP's 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 IEP's;
 - 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.

Reports To: Director

Qualifications:

- Current Mild to Moderate Intervention Specialist Licensure in Ohio;

- Strong communication skills and ability to work collaboratively with teachers/ staff/community;
- Demonstrated successful teaching experience preferred in an urban education setting;
- Excellent oral and written communication skills;
- Effective organizational skills with the ability to perform multiple tasks;
- Ability to meet established deadlines.

Title Teacher Responsibilities:

- Provide supplemental instruction to students in core content/skill areas of identified school need to overcome learning barriers
- 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;
- 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; HQT;
- 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;

Vocational Specialist Purpose:

- To promote and enhance the overall academic mission by providing services that strengthen home, school, and community partnerships and alleviate barriers to learning.
- To determine the needs and interests of students and present options for development both outside of school and within the school program to maximize the likelihood that students will achieve long-term goals and reach their maximum potential.

Responsibilities:

- Uses the majority of time providing direct services such as academic guidance, individual student planning, and preventive and responsive services;
- Effectively and appropriately assess and address the needs, characteristics, and interactions of students, families, and community;
- Use knowledge and understanding of the reciprocal influences of home, school, and community to intervene for student success via such practices as assessment, crisis intervention, home visits, conflict resolution, individual and group counseling, consultation, program development, dropout prevention, and coordination of the Schools and community services;
- Advocate for appropriate services for students and their families;
- Consult and collaborate with stakeholders on behalf of students and their families;
- Effectively plan, implement, and evaluate programs that promote student and family success;
- Provide appropriate services to students in ways to build upon individual strengths and offer students maximum opportunities to

participate in the planning and direction of their own learning experiences;

- Collaborate with local businesses to find career learning opportunities for students;
- Provide appropriate follow-up to ensure that students' needs are being met;
- Act as a point of contact for outside organizations and businesses working with students and their families;
- Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals, and plans;
- Collaborates with parents/guardians and educators to assist students with educational and career planning;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management Company.

Reports To: Principal Requirements:

- Master Level Licensed Social Worker or Counselor certification preferred;
- Experience in an educational organization with focus on improving student performance and outcomes;
- Strong communication skills and ability to work collaboratively with teachers/ staff/community;
- Satisfactory completion of local, state, and federal criminal history check and TB test; and
- At least two years' experience working with urban communities.

<p>Recruitment and Retention Plan</p>	<p>8.1</p>	<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: 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. We intend to hire staff from within the local and surrounding areas. The website will have all available positions listed and a section where possible candidates can apply on-line. We will also use on-line teaching websites such as ODE, K12 Jobspot and Indeed to post our available positions. The Director will attend college recruitment fairs to recruit top teaching candidates that are entering their teaching career or changing positions.</p> <p>We believe 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 PLC's to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. We will continue to develop talent in all employment classifications through high quality professional development, mentoring, and other forms of collaboration.</p> <p>We will also retain high quality teachers through a comprehensive compensation and benefits package. It is our 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</p>		

equitable. Compensation may vary with individual and School's performance, as well as, in compliance with all applicable statutory requirements.

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.

In addition to the of the above stated items, the school will follow the guidelines of the Ohio's Educator Equity Plan, as we realize that an effective teachers' decision to stay in a high poverty and high priority school is greatly impacted by the schools' teaching and learning conditions. We will make it our responsibility to provide 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 our students. We 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 qualified teachers in identified shortage areas. In the school, we 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>
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Students will learn and grow with at least a 27:1 student to teacher ratio. Students are taught by Highly 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. Individual Learning 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 Response to Intervention 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.
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The school anticipates a 3% increase in FTE's per year. Based on the projections and actual enrollment, additional staff will be hired according to the needs of the school and student population. 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 aids in the following areas:

- Special Education
- Title Teachers
- Academic/Career Coach

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, to the Sponsor for compliance purposes.

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 "highly qualified" standards, as applicable per the Ohio Department of Education. 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

Dismissal Procedures for Staff

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

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

Attachment 8.4

Employee Benefits

Full time employees will accrue PTO days as per the employee handbook, total for applied for position to be determined upon job offer to be used for sick or personal leave during that school year.

Employment benefits will also include STRS or SERS, as applicable. Health insurance will be offered to full time employees once they have met a 60 day waiting period. A contribution towards the premium will be provided. The effective of date of that coverage is the first of the month following the 60 days. All health insurance benefit plans are subject to change at the discretion of the Board, but will be offered at the same level as similarly employed employees of the Board.

**River Gate High School
MAY 2023 BUDGET COMPARISON**

	FTE	FY2023 INITIAL BUDGET	FY2023 OCTOBER BUDGET REVISION	FY2023 MAY BUDGET	CHANGE IN BUDGET (OCTOBER - MAY)	FY2024 INITIAL BUDGET
		164	160	173	13	185
Income						
1400 - Interest on Investments						
1410 - Interest Income		\$ 350	\$ 350	\$ 8,500	\$ 8,150	\$ 8,500
Total 1400 - Interest on Investments		\$ 350	\$ 350	\$ 8,500	\$ 8,150	\$ 8,500
1800 - Misc Local Revenue						
1890 - Other Misc Receipts		\$ -	\$ -	\$ 3,138	\$ 3,138	\$ -
Total 1800 - Misc Local Revenue		\$ -	\$ -	\$ 3,138	\$ 3,138	\$ -
3100 - Unrestricted Grant Aid						
3110 - Foundation Basic		\$ 1,835,014	\$ 1,775,218	\$ 1,794,740	\$ 19,523	\$ 1,921,564
3190 - Casino Tax		\$ 11,905	\$ 13,314	\$ 13,906	\$ (1,673)	\$ 11,991
Total 3100 - Unrestricted Grant Aid		\$ 1,846,919	\$ 1,788,532	\$ 1,808,646	\$ 17,850	\$ 1,933,554
3200 - State Grant Aid						
499 - School Safety Grant		\$ 2,500	\$ 2,500	\$ 25,500	\$ 23,000	\$ 2,500
Total 3200 - State Grant Aid		\$ 2,500	\$ 2,500	\$ 25,500	\$ 23,000	\$ 2,500
4200 - Federal Grant Aid						
507 - ESSER II Grant Revenue		\$ 168,422	\$ 204,416	\$ 204,416	\$ -	\$ -
507 - ARP ESSER Grant Revenue		\$ 396,104	\$ 473,206	\$ 81,375	\$ (391,831)	\$ 391,831
516 - IDEA B Grant Revenue		\$ 39,318	\$ 39,257	\$ 59,656	\$ 20,399	\$ 61,446
516 - ARP IDEA B Grant Revenue		\$ 9,730	\$ 561	\$ 561	\$ -	\$ -
536 - Title I NC Revenue		\$ -	\$ 71,878	\$ 71,878	\$ -	\$ 74,034
572 - EOEC Revenue		\$ 3,486	\$ 27,777	\$ 31,161	\$ 3,384	\$ 32,096
572 - SQIG Revenue		\$ 110,975	\$ -	\$ 80,952	\$ 80,952	\$ -
572 - Title I Grant Revenue		\$ 79,809	\$ 85,473	\$ 77,383	\$ (8,090)	\$ 79,704
590 - Title IA Grant Revenue		\$ -	\$ 7,768	\$ 7,860	\$ 92	\$ 8,096
599 - Title IVA Grant Revenue		\$ -	\$ 10,000	\$ 10,028	\$ 28	\$ 10,329
600 - Federal Food Service		\$ 19,570	\$ 19,570	\$ 13,906	\$ (5,664)	\$ 14,323
Total 4200 - Federal Grant Aid		\$ 827,414	\$ 939,906	\$ 639,177	\$ (300,729)	\$ 671,860
Total Income		\$ 2,677,183	\$ 2,731,288	\$ 2,482,697	\$ (248,591)	\$ 2,616,415
Expense						
100 - Salaries						
1111130 - Salaries & Wages		\$ 437,680	\$ 348,432	\$ 317,725	\$ 30,707	\$ 422,277
Grant Salaries		\$ -	\$ -	\$ -	\$ -	\$ -
507 - ESSER II Grants Salaries & Wages		\$ -	\$ 80,300	\$ 86,142	\$ (5,842)	\$ -
507 - ARP ESSER Grants Salaries & Wages		\$ 48,952	\$ 55,000	\$ 40,000	\$ 15,000	\$ 168,727
584 - Title VI Grant Salaries & Wages		\$ -	\$ 18,500	\$ -	\$ 18,500	\$ -
516 - Idea B Grants Salaries & Wages		\$ 39,318	\$ 27,500	\$ 52,330	\$ (24,830)	\$ 53,900
536 - Title I NC Grants Salaries & Wages		\$ -	\$ 48,000	\$ 43,000	\$ 5,000	\$ 44,290
572 - SQIG Grants Salaries & Wages		\$ 50,484	\$ -	\$ 43,709	\$ (43,709)	\$ -
572 - Title I Grants Salaries & Wages		\$ 58,565	\$ 57,000	\$ 49,837	\$ 7,163	\$ 51,333
572 - Title IA Grants Salaries & Wages		\$ 7,500	\$ 7,768	\$ -	\$ 7,768	\$ -
1111140 - Board Stipends		\$ 7,500	\$ 7,500	\$ 7,500	\$ -	\$ 7,500
Total 100 - Salaries		\$ 642,500	\$ 650,000	\$ 640,244	\$ 9,756	\$ 748,027
200 - Benefits						
2101130 - SERS/STRS Expense		\$ 88,900	\$ 67,280	\$ 88,584	\$ (21,304)	\$ 103,674
507 - ARP ESSER STRS/SERS Expense		\$ -	\$ -	\$ 5,600	\$ (5,600)	\$ 23,622
507 - ESSER II Grants STRS/SERS Expense		\$ -	\$ 24,116	\$ 12,060	\$ 12,056	\$ -
572 - Title I Grant SERS/STRS Expense		\$ -	\$ 27,905	\$ 6,977	\$ 20,928	\$ 7,187
584 - Title VI Grant SERS/STRS Expense		\$ -	\$ 9,277	\$ -	\$ 9,277	\$ -
572 - SQIG STRS/SERS Expense		\$ -	\$ -	\$ 6,119	\$ (6,119)	\$ -
516 - Idea B Grants SERS/STRS Expense		\$ -	\$ -	\$ 7,326	\$ (7,326)	\$ 7,546
2412944 - Health Insurance Benefits		\$ 140,000	\$ 140,000	\$ 147,736	\$ (7,736)	\$ 152,169
572 - Title I NC Grant Benefits		\$ -	\$ 23,878	\$ 6,020	\$ 17,858	\$ 6,201
516 - Idea B Grant Benefits		\$ -	\$ 11,757	\$ -	\$ 11,757	\$ -
2901200 - Workers Comp		\$ 5,500	\$ 5,500	\$ 2,031	\$ 3,469	\$ 2,092
2901130 - Payroll Taxes		\$ 7,250	\$ 7,250	\$ 10,494	\$ (3,244)	\$ 10,809
Total 200 - Benefits		\$ 241,650	\$ 316,963	\$ 292,948	\$ 24,015	\$ 313,299
400 - Purchased Services						
4152490 - Management Services		\$ -	\$ -	\$ -	\$ -	\$ 41,789
HR/Payroll/Admin/CCIP		\$ 40,572	\$ 40,572	\$ 40,572	\$ -	\$ 55,457
EMIS Services		\$ 10,300	\$ 10,300	\$ 4,603	\$ 5,698	\$ 4,741
Superintendent & Oversight		\$ 80,340	\$ 80,340	\$ 78,000	\$ 2,340	\$ 80,340
4392490 - Travel Reimbursement		\$ 515	\$ 515	\$ 1,000	\$ (485)	\$ 1,030
4111130 - Instructional Service		\$ 5,150	\$ 5,150	\$ 6,500	\$ (1,350)	\$ 6,695
572 -EOEC Instructional Services		\$ -	\$ -	\$ 26,161	\$ (26,161)	\$ 26,946
507 - ARP ESSER Instructional Services		\$ 3,444	\$ 35,000	\$ 35,775	\$ (775)	\$ -
536 - Title I NC Instructional Services		\$ -	\$ -	\$ 22,858	\$ (22,858)	\$ 23,544
516 - ARP Idea Instructional Services		\$ 9,730	\$ -	\$ -	\$ 9,446	\$ -
572 - SQIG Instructional Services		\$ 18,540	\$ -	\$ 18,000	\$ (540)	\$ -
572 - Title I Instructional Services		\$ 20,600	\$ 20,000	\$ 20,000	\$ (20,000)	\$ 20,600
584 - Title IV Instructional Services		\$ -	\$ 10,000	\$ -	\$ 10,000	\$ -
4111249 - Special Educational Instruction		\$ 32,960	\$ 32,960	\$ 32,000	\$ 960	\$ 32,960
4152310 - Sponsor Fee		\$ 55,050	\$ 53,257	\$ 53,842	\$ (685)	\$ 55,457
4182490 - Legal Services		\$ 18,540	\$ 18,540	\$ 28,012	\$ (9,472)	\$ 28,852
4182530 - Treasury Services Fee		\$ 46,800	\$ 46,800	\$ 48,300	\$ (1,500)	\$ 49,749
4182540 - Tax Prep		\$ 1,575	\$ 1,575	\$ 1,645	\$ (70)	\$ 1,694
4192960 - Computer & Technology Services		\$ 27,810	\$ 27,810	\$ 33,741	\$ (5,931)	\$ 34,754
4232720 - Maintenance and Repairs		\$ 5,150	\$ 5,000	\$ 10,300	\$ (5,300)	\$ 10,300
4232730 - Custodial		\$ 26,400	\$ 24,000	\$ 26,100	\$ (2,100)	\$ 26,883
4232760 - Security		\$ 51,500	\$ 51,500	\$ 54,500	\$ (3,000)	\$ 56,135
4252720 - Rent		\$ 140,364	\$ 140,364	\$ 140,364	\$ 0	\$ 144,574
4252740 - Printer & Copier Rental		\$ 11,588	\$ 11,588	\$ 14,500	\$ (2,912)	\$ 14,935
4312491 - Professional Development		\$ 61,800	\$ 61,800	\$ 35,500	\$ 26,300	\$ 36,565
516 - ARP IDEA Professional Development		\$ -	\$ 561	\$ 561	\$ -	\$ -
507 - ESSER II Professional Development		\$ 42,130	\$ -	\$ -	\$ -	\$ -
572 - SQIG Professional Development		\$ 5,150	\$ -	\$ 5,000	\$ (1,150)	\$ -
584 - Title IV Professional Development		\$ -	\$ -	\$ 10,028	\$ (10,028)	\$ 10,329
590 - Title IA Professional Development		\$ -	\$ -	\$ 7,860	\$ (7,860)	\$ 8,096
4412790 - Telephone Services		\$ 4,584	\$ 4,584	\$ 4,450	\$ 134	\$ 4,584
4472790 - Internet Services		\$ 10,558	\$ 10,558	\$ 7,500	\$ 3,058	\$ 7,725
4432790 - Postage		\$ 3,863	\$ 3,863	\$ 4,500	\$ (638)	\$ 4,635
4512790 - Electricity		\$ 13,905	\$ 13,905	\$ 19,500	\$ (5,595)	\$ 20,085
4522790 - Water and Sewage		\$ 1,030	\$ 1,030	\$ 3,175	\$ (2,145)	\$ 3,270
4532790 - Gas		\$ 8,240	\$ 8,240	\$ 14,250	\$ (6,010)	\$ 14,678
4222720 - Garbage Removal		\$ 12,103	\$ 12,103	\$ 13,859	\$ (1,757)	\$ 14,275
4462490 - Advertising		\$ 5,150	\$ 5,150	\$ 2,500	\$ 2,650	\$ 2,575
4623120 - Food Service		\$ 46,350	\$ 19,570	\$ 13,906	\$ 5,664	\$ 14,323
Total 400 - Purchased Services		\$ 821,788	\$ 736,633	\$ 848,609	\$ (111,875)	\$ 803,118
500 - Supplies & Materials						
Grant Supplies		\$ -	\$ -	\$ 106,214	\$ (106,214)	\$ -
507 - ESSER II Grant Supplies		\$ -	\$ -	\$ 9,124	\$ (9,124)	\$ -
572 - SQIG Grants Supplies		\$ 36,801	\$ -	\$ 5,000	\$ (5,000)	\$ 5,150
572 - EOEC Grants Supplies		\$ 3,486	\$ -	\$ -	\$ -	\$ -
572 - Title I Grants Supplies		\$ 644	\$ 568	\$ 568	\$ -	\$ 585
5111130 - Instructional Supplies		\$ 5,150	\$ 5,150	\$ 8,395	\$ (3,245)	\$ 8,647
5122490 - Office Supplies		\$ 20,500	\$ 20,500	\$ 19,000	\$ 1,500	\$ 20,085
5172212 - Computer Supplies & Technology		\$ 51,500	\$ 51,500	\$ 3,000	\$ 48,500	\$ 3,090
5722720 - Maintenance Supplies		\$ 30,900	\$ 30,900	\$ 30,000	\$ 900	\$ 30,900
5732411 - Equipment and Furniture		\$ -	\$ -	\$ 3,470	\$ (3,470)	\$ 3,574
Total 500 - Supplies & Materials		\$ 149,080	\$ 108,718	\$ 185,271	\$ (76,553)	\$ 72,031
600 - Capital Outlay						
6302790 - Improvements		\$ -	\$ -	\$ 100,000	\$ (100,000)	\$ 190,559
507 - ESSER II Grant Improvements		\$ 126,293	\$ 100,000	\$ -	\$ 100,000	\$ 100,000
507 - ARP ESSER Grant Improvements		\$ 343,707	\$ 364,706	\$ 364,706	\$ -	\$ 199,482
Total 600 - Capital Outlay		\$ 470,000	\$ 464,706	\$ 100,000	\$ 364,706	\$ 390,041
800 - Other						
8432590 - Audit Fee		\$ 14,500	\$ 14,500	\$ 10,500	\$ 4,000	\$ 10,815
8482590 - Bank Fee		\$ 300	\$ 300	\$ 395	\$ (95)	\$ 407
8492590 - Other Dues and Fees		\$ 750	\$ 750	\$ 13,289	\$ (12,539)	\$ 13,689
8512590 - Liability Insurance		\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 25,000
8532590 - Treasurer Bond		\$ 125	\$ 125	\$ 125	\$ -	\$ 125
8993423 - Academic Extra		\$ 25,000	\$ 25,000	\$ 16,286	\$ 8,714	\$ 16,775
Depreciation & Amortization		\$ -	\$ -	\$ -	\$ -	\$ -
Total 800 - Other		\$ 65,675	\$ 65,675	\$ 65,695	\$ 80	\$ 66,809
Total Expense		\$ 2,390,893	\$ 2,342,696	\$ 2,132,567	\$ 210,129	\$ 2,383,326
Total Increase (Decrease) in Net Position		\$ 286,490	\$ 388,592	\$ 350,130	\$ (38,462)	\$ 223,089

FY23 - October 2023 Submission
 IRN No.: 133488
 Type of School: Brick and Mortar
 Contract Term: 06/30/2023

County: Trumbull

School Name: River Gate High School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 1,718,357	\$ 1,817,770	\$ 1,778,786	\$ 1,794,740	\$ 1,921,564	\$ 1,979,210	\$ 2,038,587	\$ 2,099,744
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	22,739	11,213	25,309	14,780	11,991	12,351	12,722	13,103
Total Operating Receipts	\$ 1,741,096	\$ 1,828,983	\$ 1,804,095	\$ 1,809,520	\$ 1,933,555	\$ 1,991,561	\$ 2,051,308	\$ 2,112,848
Operating Disbursements								
100 Salaries and Wages	\$ 532,851	\$ 561,843	\$ 632,417	\$ 640,244	\$ 748,027	\$ 770,243	\$ 793,125	\$ 816,694
200 Employee Retirement and Insurance Benefits	73,742	301,199	214,439	292,948	313,298	298,367	307,318	316,537
400 Purchased Services	767,434	723,842	705,249	884,009	838,934	716,634	737,353	758,693
500 Supplies and Materials	214,737	356,217	120,964	185,271	72,031	74,192	76,418	78,710
600 Capital Outlay - New	-	-	-	100,000	390,041	290,188	298,894	307,861
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	10,263	37,295	47,723	30,095	30,994	50,540	60,804	61,787
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,599,027	\$ 1,980,396	\$ 1,720,792	\$ 2,132,567	\$ 2,393,325	\$ 2,200,164	\$ 2,273,911	\$ 2,340,282
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ 142,069	\$ (151,413)	\$ 83,303	\$ (323,047)	\$ (459,770)	\$ (208,602)	\$ (222,603)	\$ (227,434)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 395,376	\$ 436,352	\$ 227,810	\$ 639,177	\$ 671,860	\$ 288,430	\$ 297,083	\$ 305,995
State Grants (3200, except 3211)	37,534	-	2,500	25,500	2,500	2,500	2,500	2,500
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	4,375	424	744	8,500	8,500	8,500	8,500	8,500
Debt Proceeds (1900)	-	-	-	-	730,000	-	-	-
Debt Principal Retirement	-	-	-	-	(730,000)	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	153,282	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 590,567	\$ 436,776	\$ 231,054	\$ 673,177	\$ 682,860	\$ 299,430	\$ 308,083	\$ 316,995
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 732,636	\$ 285,363	\$ 314,357	\$ 350,130	\$ 223,090	\$ 90,828	\$ 85,480	\$ 89,561
Fund Cash Balance Beginning of Fiscal Year	\$ (338,275)	\$ 394,361	\$ 679,723	\$ 994,080	\$ 1,344,211	\$ 1,567,301	\$ 1,658,129	\$ 1,743,609
Fund Cash Balance End of Fiscal Year	\$ 394,361	\$ 679,723	\$ 994,080	\$ 1,344,211	\$ 1,567,301	\$ 1,658,129	\$ 1,743,609	\$ 1,833,170

Assumptions

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Staffing/Enrollment								
Total Student FTE	169	176	159	173	185	191	196	202
Instructional Staff	8.00	8.00	8.00	8.00	8.00	8.00	8.00	9.00
Administrative Staff	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Other Staff								
Purchased Services								
Rent	\$ 127,002.84	\$ 127,002.00	\$ 137,586.00	\$ 140,364.00	\$ 144,574.92	\$ -	\$ -	\$ -
Utilities	31,752.69	53,671.00	45,828.00	62,734.00	64,616.02	66,554.50	68,551.14	70,607.67
Other Facility Costs	62,254.24	33,315.00	78,352.00	90,600.00	93,318.00	96,117.54	99,001.07	101,971.10
Insurance	21,989.94	16,272.92	20,692.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Management Fee	-	-	77,737.00	123,175.00	126,870.25	130,676.36	134,596.65	138,634.55
Sponsor Fee	49,988.20	52,895.00	50,380.00	53,842.21	55,457.48	59,376.31	61,157.60	62,992.33
Audit Fees	6,223.70	7,620.30	10,311.00	10,500.00	10,815.00	11,139.45	11,473.63	11,817.84
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	21,238.15	-	19,427.00	28,012.00	28,852.36	29,717.93	30,609.47	31,527.75
Marketing	1,844.20	-	263.00	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77
Consulting	154,089.21	163,474.00	162,964.00	48,300.00	49,749.00	51,241.47	52,778.71	54,362.08
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	109,010.86	196,871.78	-	-	-	-	-	-
Special Education Services	25,501.10	-	28,583.00	32,000.00	32,960.00	33,948.80	34,967.26	36,016.28
Technology Services	30,333.93	39,347.00	5,489.00	33,741.00	34,753.23	35,795.83	36,869.70	37,975.79
Food Services	27,607.01	24,362.00	50,986.00	13,906.00	14,323.18	14,752.88	15,195.46	15,651.33
Other	98,598.11	9,011.00	47,834.00	219,334.74	155,069.06	159,660.24	164,420.04	169,322.65
Total	\$ 767,434.18	\$ 723,842.00	\$ 736,432.00	\$ 884,008.95	\$ 838,933.50	\$ 716,633.55	\$ 737,352.56	\$ 758,693.13
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ 730,000	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.31	0.00	0.00	0.00
Growth in Enrollment	0.00%	4.14%	-9.66%	8.81%	6.94%	3.00%	3.00%	3.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	290.04%	-25.60%	3.00%	3.00%
Growth in Operating Receipts	0.00%	5.05%	-1.36%	0.30%	6.85%	3.00%	3.00%	3.00%
Growth in Non-Operating Receipts/Expenses	0.00%	-26.04%	-47.10%	191.35%	1.44%	-56.15%	2.89%	2.89%
Days of Cash	-0.21	0.20	0.40	0.47	0.56	0.71	0.73	0.75

Assumptions Narrative Summary

Fiscal Year 2023-2027 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 730,000.00	\$ (730,000.00)	\$ -	\$ -	bldg loan est.
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 730,000.00	\$ (730,000.00)	\$ -	\$ -	

*FY2020 and FY2021 From Audited Financials and Footnotes

*The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75

*FTE Expected To Be 173 in FY23, 185 in FY24, 191 in FY25, 196 in FY26 and 202 in FY27

*State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, or \$10,386.83 Per Pupil.

* Base Cost Funding Will Be \$10,387/FTE in FY23 Onwards

*School Has No Management Company

*Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips

*Salaries and Wages Are Expected to Rise By 3% Each Year Due To Inflation and Retention Salary Adjustments

*Benefits are 14% of Salaries and Wages for Employer Retirement Costs. Additionally, There Are Medical Insurance Premiums and Payroll Taxes

*Rent Is \$11,696.96 in FY23/month, Reduction In Rent Once School Transitions To New Building

*Utilities Expected To Increase By 3% Each Year

*Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year

*Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year

*Sponsor Fees Expected To Remain at 3% of Basic Foundation Aid with St. Aloysius

*The School Does Not Utilize Transportation and Does Not Forsee Any Changes

*Legal Fees Are the Responsibility of the School and Anticipated To Rise By 3% Each Year Due To Inflation

*Marketing Costs Forsee No New Campaigns and Therefore Expected To Increase By 3% Each Year With Inflation

*Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising

*Consulting Services Include Marcum LLP Treasury, Stephanie Ataya, Services through FY2027 at a 3% Inflation Increase.

*Other Purchased Services include costs for Payroll Processing, Instructional Services, Professional Development, Postage Costs and Security Services

*Supply Expenditures Will Decrease In FY24 and Then Grow At A Steady 3% Increase Each Year After

*The School's Capital Outlay Includes Depreciation Costs for Current Assets

*Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category

*Grant Funding Will Increase Steadily By 3% Each Year

*SQI Grant Ends in FY2023, ESSER II and ARP ESSER Grants Are Over in FY24 with All Expenses

*The School Anticipates Taking Out \$730k In Loans For Capital Outlay Costs Of The New Building

*Board Stipends Will Be \$125 Per Meeting Through FY2027

River Gate High School
MAY 2023 BUDGET FIVE YEAR DETAL

	FY23	FY24	FY25	FY26	FY27
<i>Funded FTE's</i>	173	185	191	196	202
Ordinary Income/Expense					
Income					
1400 · Investment Earnings	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500
1800 · Misc Local Revenue					
1890 · Other Misc Receipts	\$ 3,138	\$ -	\$ -	\$ -	\$ -
Total 1800 · Misc Local Revenue	\$ 3,138	\$ -	\$ -	\$ -	\$ -
3100 · Unrestricted Grant Aid					
3110 · State Foundation	\$ 1,794,740	\$ 1,921,564	\$ 1,979,210	\$ 2,038,587	\$ 2,099,744
3190 · Casino Tax	11,642	11,991	12,351	12,722	13,103
Total 3100 · Unrestricted Grant Aid	\$ 1,806,382	\$ 1,933,555	\$ 1,991,561	\$ 2,051,308	\$ 2,112,848
3200 · State Grant Aid					
499 · School Safety Grant Revenue	\$ 25,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Total 3200 · State Grant Aid	\$ 25,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
4200 · Federal Grant Aid					
507 · ESSER II Grant Revenue	\$ 204,416	\$ -	\$ -	\$ -	\$ -
507 · ARP ESSER III Grant Revenue	81,375	391,831	-	-	-
516 · IDEA B Grant Revenue	59,656	61,446	63,289	65,188	67,144
516 · ARP IDEA B Grant Revenue	561	-	-	-	-
536 · Title I NC Grant Revenue	71,878	74,034	76,255	78,543	80,899
572 · EOEK Grant Revenue	31,161	32,096	33,059	34,050	35,072
572 · SQIG Grant Revenue	80,952	-	-	-	-
572 · Title I Grant Revenue	77,383	79,704	82,096	84,558	87,095
590 · Title IIA Grant Revenue	7,860	8,096	8,339	8,589	8,847
599 · Title IV Grant Revenue	10,028	10,329	10,639	10,958	11,287
600 · Food Service Revenue	13,906	14,323	14,753	15,196	15,652
Total 4200 · Federal Grant Aid	\$ 639,177	\$ 671,860	\$ 288,430	\$ 297,083	\$ 305,995
Total Income	\$ 2,482,697	\$ 2,616,415	\$ 2,290,992	\$ 2,359,391	\$ 2,429,843

Expense					
100 · Salaries and Wages					
1712310 · Board Member Compensation	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
1111130 · Salaries and Wages	317,725	422,278	608,735	626,997	645,807
Grant Salaries:					
507 · ESSER II Salaries and Wages	86,142	-	-	-	-
507 · ARP ESSER III Salaries and Wages	40,000	168,727	-	-	-
516 · IDEA B Salaries and Wages	52,330	53,900	55,517	57,182	58,898
536 · Title I NC Salaries and Wages	43,000	44,290	45,619	46,987	48,397
572 · SQIG Salaries and Wages	43,709	-	-	-	-
572 · Title I Salaries and Wages	49,837	51,333	52,873	54,459	56,092
Total 100 · Salaries and Wages	\$ 640,244	\$ 748,027	\$ 770,243	\$ 793,125	\$ 816,694
200 · Employee Retirement & Benefits					
2101130 · STRS/SERS Pension Expense	\$ 88,584	\$ 103,674	\$ 106,784	\$ 109,988	\$ 113,287
507 · ESSER II Grants STRS/SERS Expense	12,060	-	-	-	-
507 · ARP ESSER III Grants STRS/SERS Expense	5,600	23,622	-	-	-
516 · IDEA B Grant STRS/SERS Expense	7,326	7,546	7,772	8,006	8,246
572 · Title I Grant STRS/SERS Expense	6,977	7,187	7,402	7,624	7,853
572 · SQIG Grant STRS/SERS Expense	6,119	-	-	-	-
536 · Title I NC Grant STRS/SERS Expense	6,020	6,201	6,387	6,578	6,776
2412944 · Health Insurance Benefits	147,736	152,169	156,734	161,436	166,279
2901200 · Workers Comp	2,031	2,092	2,155	2,219	2,286
2901130 · Payroll Taxes	10,494	10,809	11,133	11,467	11,811
Total 200 · Employee Retirement & Benefits	\$ 292,948	\$ 313,298	\$ 298,367	\$ 307,318	\$ 316,537
400 · Purchased Services					
4152490 · Management Services	\$ 78,000	\$ 80,340	\$ 82,750	\$ 85,233	\$ 87,790
4392490 · Travel Reimbursement	1,000	1,030	1,000	1,000	1,000
4111130 · Instructional Service	6,500	6,695	6,896	7,103	7,316
572 · EOEK Instructional Services	26,161	26,946	27,755	28,587	29,445
507 · ARP ESSER III Instructional Services	35,775	-	-	-	-
516 · ARP Idea Grant Instruction Services	9,446	-	-	-	-
572 · SQIG Grants Instructional Services	18,000	-	-	-	-
572 · Title I Grants Instructional Services	20,000	20,600	21,218	21,855	22,510
536 · Title I NC Grants Instructional Services	22,858	23,544	24,250	24,978	25,727

River Gate High School
MAY 2023 BUDGET FIVE YEAR DETAL

	FY23	FY24	FY25	FY26	FY27
<i>Funded FTE's</i>	173	185	191	196	202
4111249 · Special Education Instruction	32,000	32,960	33,949	34,967	36,016
4152310 · Sponsor Fee	53,842	55,457	59,376	61,158	62,992
4162930 · EMIS Services	4,603	4,741	4,883	5,030	5,181
4162490 · Consulting Services	40,572	41,789	43,043	44,334	45,664
4182490 · Legal Services	28,012	28,852	29,718	30,609	31,528
4182530 · Treasury Services Fee	48,300	49,749	51,241	52,779	54,362
4192540 · Tax Prep	1,645	1,694	1,745	1,798	1,851
4192960 · Computer & Technology Services	33,741	34,753	35,796	36,870	37,976
4232720 · Repairs & Maint.	10,000	10,300	10,609	10,927	11,255
4232730 · Custodial	26,100	26,883	27,689	28,520	29,376
4192720 · Security Services	54,500	56,135	57,819	59,554	61,340
4252720 · Rent	140,364	144,575	-	-	-
4252740 · Printer & Copier Rental	14,500	14,935	15,383	15,845	16,320
4312491 · Professional Development	35,500	36,565	37,662	38,792	39,956
516 · ARP IDEA Professional Development	561	-	-	-	-
572 · SQIG Professional Development	5,000	-	-	-	-
584 · Title IV Professional Development	10,028	10,329	10,639	10,958	11,287
590 · Title IIA Professional Development	7,860	8,096	8,339	8,589	8,846
4412790 · Telephone Services	4,450	4,584	4,721	4,863	5,009
4472790 · Internet	7,500	7,725	7,957	8,195	8,441
4432790 · Postage	4,500	4,635	4,774	4,917	5,065
4222720 · Trash Removal	13,859	14,275	14,703	15,144	15,598
4512790 · Electricity	19,500	20,085	20,688	21,308	21,947
4522790 · Water and Sewage	3,175	3,270	3,368	3,469	3,573
4532790 · Gas	14,250	14,678	15,118	15,571	16,039
4462490 · Advertising	2,500	2,575	2,652	2,732	2,814
4623120 · Food Service	13,906	14,323	14,753	15,195	15,651
Total 400 · Purchased Services	\$ 848,509	\$ 803,119	\$ 680,494	\$ 700,879	\$ 721,875
500 · Supplies & Materials					
Grant Supplies					
507 · ESSER II Grant Supplies	\$ 106,214	\$ -	\$ -	\$ -	\$ -
572 · Title I Grant Supplies	568	585	603	621	639
572 · SQIG Grant Supplies	9,124	-	-	-	-
572 · EOEK Grant Supplies	5,000	5,150	5,305	5,464	5,628
5111130 · Instructional Supplies	8,395	8,647	8,906	9,173	9,449
5122490 · Office Supplies	19,500	20,085	20,688	21,308	21,947
5172212 · Computer Supplies & Technology	3,000	3,090	3,183	3,278	3,377
5722720 · Maintenance Supplies	30,000	30,900	31,827	32,782	33,765
5732411 · Equipment and Furniture	3,470	3,574	3,681	3,792	3,906
Total 500 · Supplies & Materials	\$ 185,271	\$ 72,031	\$ 74,192	\$ 76,418	\$ 78,710
600 · Capital Outlay					
6305900 · Capital Outlay Purchases	\$ 100,000	\$ 190,559	\$ 290,188	\$ 298,894	\$ 307,861
507 · ARP ESSER III CO	-	199,482	-	-	-
Total 600 · Capital Outlay	\$ 100,000	\$ 390,041	\$ 290,188	\$ 298,894	\$ 307,861
800 · Other					
8226000 · Loan Interest	\$ -	\$ -	18,620	27,930	27,930
8432590 · Audit Fee	10,500	10,815	11,139	11,474	11,818
8482590 · Bank Fee	395	407	419	432	445
8492590 · Other Dues & Fees	13,289	13,688	14,098	14,521	14,957
8512590 · Liability Insurance	25,000	25,000	25,000	25,000	25,000
8532590 · Treasurer Bond	125	125	125	125	125
8993423 · Academic Extra	16,286	16,775	17,278	17,796	18,330
Total 800 · Other	\$ 65,595	\$ 66,809	\$ 86,680	\$ 97,278	\$ 98,605
Total Expense	\$ 2,132,567	\$ 2,393,325	\$ 2,200,164	\$ 2,273,911	\$ 2,340,282
Net Income	\$ 350,130	\$ 223,090	\$ 90,828	\$ 85,480	\$ 89,561