

This **CHARTER** is entered into by and between **St. Aloysius** (“**Sponsor**”) and **Innovation Academy West** (“**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 **13111 Crossburn Avenue, Cleveland, Ohio 44135** (address of school) (“**School**”) in **Cuyahoga County**, Ohio; and

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

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

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

ARTICLE I

Purpose

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

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

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

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

For schools beginning operation after July 1, 2024, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within three (3) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within three (3) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor**. The **Sponsor** shall carry out the responsibilities established by law and in accordance with the written agreement entered into with the Department of Education and Workforce under division (B) of Ohio Revised Code Section 3314.015, including:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in Attachment 6.4b, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Department of Education and Workforce on at least an annual basis;
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7* below)); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the School's overall performance.
 - i. If necessary declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
 - ii. The **Sponsor** may take over the operation of the **School** and may remove or replace School Governing Authority members at its sole discretion should the School Governing Authority or any of its members: (1) materially and substantially modify the operations of the school without approval from the **Sponsor**; (2) abandon or be in material breach of its duties hereunder or at law, or (3) for other good cause.

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

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

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

ARTICLE II

School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors “Board”) must contain at least five (5) Directors (“Directors” it “members”), who are not owners or employees, or relatives of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Current resumes which shall include full name, home and/or work address, a valid telephone number and electronic mail address for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within three (3) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Operations

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

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

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

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

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

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

If the operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. This

information shall be included in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.15 [RESERVED]

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

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

ARTICLE IV

Compliance With Laws

4.1 **Compliance with State Laws.** The School shall comply with sections 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings - exceptions), 149.43 (Availability of public records for inspection and copying), 2151.357, (Response respecting sealed records – index – limited inspection), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of assessments), 3301.0712 (College and work ready assessment system), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, board), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.5318 (Mental health training for coaches), 3313.5319 (Cash payments at school-affiliated events), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6024 (Report on prevention-focused programs), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement), 3313.6028 (Literacy curriculum), 3313.6029 (Parental notification of student assessment results), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.6413 (Free feminine hygiene products in schools), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal based on absences; removal from grades pre-k through three; civil immunity; decisions not to provide mental health services), 3313.669 (Threat assessment teams) and 3313.6610 (Anonymous reporting programs), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Diabetes care), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7117 (Individualized seizure action plans), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a

la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.0812 (Pre-service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (Student record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students, duties of board), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian or other person having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3322.20 (Ohio computer science promise program), 3322.24 (High school credit for courses under Ohio computer science promise program), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5502.703 (Ohio School Safety and Crisis Center), and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 2744 (Political Subdivision Tort Liability), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

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

The **School** shall also comply with R.C. 3302.04 (School district improvement - continuous improvement plan) and R.C. 3302.041 (Implementation of corrective actions), including division

(E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**.

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

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

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

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

Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

ARTICLE V

Facilities

5.1 **Location of Facility**. The facility to be used for the **School** will be maintained at **13111 Crossburn Avenue, Cleveland, Ohio 44135**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within three (3) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the operator, must be documented in writing.

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

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

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

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

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

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve **grades K-8 and ages 5-14**. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to

add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 If the **School** is a traditional K-12 education school and it does not have at least one-hundred (100) students thirty (30) days prior to the first day of school or if the **School** is a drop-out recovery and prevention school and does not have seventy-five (75) students enrolled thirty (30) days prior to the first day of school, the **School** shall not be permitted to open unless it will be managed by an operator that the **Sponsor** determines has sufficient resources and demonstrated successful support or a school with a low enrollment. If the **School** will be managed by an operator as determined, the **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Department of Education and Workforce. If the **Sponsor** determines that the number of students enrolled and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the operator or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Department of Education and Workforce.

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

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

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned with the Ohio's New Learning Standards including English, Language Arts and Mathematics (Common Core State Standards), Science and Social Studies and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the learning opportunities that will be offered to students including both 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 Department of Education and Workforce. The **School Governing Authority** may not change the school calendar or bell schedule without prior approval from the **Sponsor** and the Department of Education and Workforce and after consulting with each local traditional school district that transports students to the **School**. Any changes made without this approval may result in a corrective action plan.

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

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

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments approved by the Department of Education and Workforce as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered, met and completed. The nationally normed standardized assessment approved by the Department of Education and Workforce as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being

provided to the **Sponsor** within ten (10) days of the School receiving the results and/or no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, for all students, in order to provide guidance for the **Sponsor** to review yearly progress. All assessments and intended benchmarking are identified in [Attachment 6.5](#).

6.6 **High School Diplomas**. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.61, 3313.611, 3313.6114, 3313.614, 3313.617, 3313.618, and 3313.6027 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available to the **Sponsor** upon request a list of graduates and proof of meeting all Department of Education and Workforce graduation requirements. Within ten (10) days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

ARTICLE VII

Reporting

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

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

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

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

ARTICLE VIII

Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3314.03 and R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, the **School** will pay teachers based upon performance in accordance with Ohio Revised Code section 3317.141 and will comply with Ohio Revised Code section 3319.111 as if it were a school district. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Department of Education and Workforce, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom, unless the school is approved as an internet- or computer-based school and then the ratio be in accordance with Section 3.14. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25. The **School** may also employ necessary non-teaching employees. To the extent state licensure requirements change during the term of this Charter, the **School** shall comply with state licensure standards and shall not be required to comply with licensure requirements contained in this section, to the extent they conflict. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff that aligns to the organizational chart included as [Attachment 8.1](#).

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

Finance

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

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

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

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

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

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

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

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

9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account, and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, allowing the **School's** fiscal officer time to review and/or dispute the amount to be debited. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Department of Education and Workforce or Auditor of State.

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

ARTICLE X

Insurance/Indemnification

10.1 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain directors and officers liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds,** not just certificate holders.. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in

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

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

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

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

ARTICLE XI

General Provisions

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

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

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Department of Education and Workforce to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, assume the operation of the **School** under Section 1.4 of this Agreement or in accordance with Ohio Revised Code section 3314.073(B), including replacing the entire **School Governing Authority** or any member of the School Governing Authority, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Department of Education and Workforce may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.

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

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

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

11.5.1 Each approved new school applicant will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with the Department of Education and Workforce to grant an initial six (6) year term to any approved new school applicant, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data.

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

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

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

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

11.7 Non-renewal of this Charter.

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

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

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

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

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

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

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

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

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

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

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

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

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

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

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

11.11 [RESERVED]

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

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

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

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

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

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

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

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

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

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

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

{Signatures on Following Page}

Executed this 12 day of June, 2024 in Cleveland, Ohio.

Sponsor
St. Aloysius

School Governing Authority of
Innovation Academy West

By: DocuSigned by:
John Banchy
D066D4AADC443B...

(Name)
Its: President and CEO

(Title)

By: Jason Clotmen

(Name)
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
04/27/2021	202110905754	AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00

Receipt

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

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

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
1244083**

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

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

Document(s)
AMENDMENT TO ARTICLES

Document No(s):
202110905754

Effective Date: **04/19/2021**



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
27th day of April, A.D. 2021.

Ohio Secretary of State

Form 541 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

**Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50
Form Must Be Typed**

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

WEST PREPARATORY ACADEMY

Charter Number

1244083

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.

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

Required

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

April Noelle Hart

Signature

By (if applicable)

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

April N. Hart

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

West Preparatory Academy- Charter No: 1244083

Amendment to The Articles of Incorporation for

Name Change :

There was Motion by Ms. Watkins and a Second by Mr. Clotman to approve changing the name of the West Preparatory Academy to “***Innovation Academy West***” and further, to Amend the West Prep Articles of Incorporation with the state of Ohio to reflect the same. In Favor: All.

20-19 Resolved: The Board of Directors for West Prep Academy approves changing the name of West Preparatory Academy to “Innovation Academy West.” **Further Resolved:** The School shall amend the West Preparatory Articles of Incorporation with the state of Ohio as well as the School’s 501 (C) (3) and EIN documents to reflect the same.

ISS/ Jo-Anna Pugh-Fitzpatrick

Dated 3.22.20

INNOVATION ACADEMY WEST CODE OF REGULATIONS

100 BOARD OPERATING PROCEDURES

ARTICLE I. GENERAL

Section 1. Corporation.

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

Section 2. Operation, Objectives, and Guiding Principles.

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

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

Notwithstanding any other provision of this Code of Regulations:

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

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II.
DIRECTORS

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

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

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

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

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

ARTICLE III.

MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

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

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

Section 3. Meetings of the Board.

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

Section 4. Compensation-Board Stipend Policy.

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

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

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

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

ARTICLE IV.
OFFICERS

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

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

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

ARTICLE V.
DUTIES OF OFFICERS

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

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

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

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

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

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

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

ARTICLE VI. SEAL

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

ARTICLE VII.
COMMITTEES

Amended 2018

Section 1. Standing or Special Committees:

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

Section 2. Finance Committee:

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

Section 3. Nominating Committee:

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

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

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

ARTICLE VIII.
NONDISCRIMINATORY POLICY

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

ARTICLE IX .
CONFLICT OF INTEREST

Section 1. CONFLICTS OF INTEREST POLICY AND DISCLOSURE STATEMENTS

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

ARTICLE X.
INDEMNIFICATION

Section 1. Indemnification.

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

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

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

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

Section 2. Insurance.

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

ARTICLE XI. AMENDMENTS

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

ARTICLE XII. DISSOLUTION

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

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

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

Section 4. Staff, Board Consultants and Independent Contractors.

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

Section 5. Board Stipends

The Board of Directors shall set Board stipends as follows: \$125 for regular meetings; \$125 for committee meetings; \$60 for sponsor approved board trainings under 3 hours; \$125 for sponsor approved board trainings over three hours.

No board member shall receive more than \$5,000 in any calendar year from a combined number of committee meetings; trainings and/or regular board meetings.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/03/2001	200121500246	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

T&C CERTIFICATIONS, INC.
4695 WINERY WAY
GAHANNA, OH 43230

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

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

HOPE ACADEY CUYAHOGA CAMPUS

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200121500246



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 2nd day of August, A.D.
2001.

J. Kenneth Blackwell
Ohio Secretary of State

**ARTICLES OF INCORPORATION
OF
HOPE ACADEMY CUYAHOGA CAMPUS
Non-Profit Corporation**

July 31, 2001

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

ARTICLE ONE

The name of the Company shall be:

HOPE ACADEMY CUYAHOGA CAMPUS

ARTICLE TWO

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

ARTICLE THREE

The purposes for which the Corporation is formed are:

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

ARTICLE FOUR

The several clauses contained in this Article shall be construed both as purposes and powers and the statements contained in each clause shall, except where otherwise expressed,

be in no way limited or restricted by reference to, or inferred from, the term of any other clauses but shall be regarded as independent purposes and power.

ARTICLE FIVE

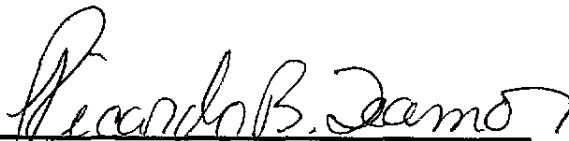
The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees:

Robert Townsend
6100 Richmond Road
Oakwood Village, Ohio 44146

James Haynes
3500 Lawton Lane
Pepper Pike OH 44124

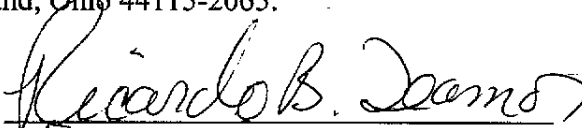
Edward D. Wilkins, Sr.
3605 E. 104
Cleveland OH 44105-2405

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Sole Incorporator on this 31st day of July, 2001.

By: 
Ricardo B. Teamor
Ricardo B. Teamor, Esq., Sole Incorporator

APPOINTMENT OF STATUTORY AGENT

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


By: 
Ricardo B. Teamor, Esq., Sole Incorporator

July 31, 2001

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

To whom it may concern:

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


Ricardo B. Teamor, Esq.
Teamor & Associates
1422 Euclid Avenue, Suite 1510
Cleveland, Ohio 44115-2065

July 31, 2001

INNOVATION ACADEMY WEST
Financial Policies Manual
Formal Board Purchasing Policies

Rev.: Date: May/2023

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- 1.2 Governing Authority Expenditures
- 1.3 Application

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7 Exhibits: Board Policies

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B. Travel Policy

C. Investment Policy

D. Receipt and Expenditure of Federal Funds: Policies; Procedures and Conflict of Interest -Part B (includes language for directors, employees and agents). (Policies for Commodities; Contracts and Construction *are not included* in this manual and are provided separately).

E. Pex Card Policy

Approved: Date: September 2023

Board Finance Committee

Title 1 : Purpose and Scope

1.1 General

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

1.2 Governing Authority Expenditures

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

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

1.3 Application

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

Title 2 : Financial Management System

2.1 General Requirements

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

2.2 Documentation Requirements

2.2.1 General

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

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

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

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

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

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

2.2.2 Financial Policies Manual

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

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

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

Title 2: Financial Management System

Revisions are subject to the following:

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

Controlled/Uncontrolled Copies:

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

Revision Distribution:

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

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

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

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

Title 2: Financial Management System

2.2.3 Control of Documents

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

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

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

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

Document Revisions are subject to:

- a) Approval – Revisions to documents are reviewed and approved by the same approval process and/or authority as the original.
- b) Revision Identification – Revised documents reflect the nature of revisions, where practical.
- c) Record of Revisions – Records of revisions are maintained by the issuing function where appropriate.

2.2.4 Control of Records

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

The CFO is responsible for the Control of Financial Records.

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

Title 3: Management Responsibility

3.1 Management Commitment

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

3.2 Board Policy

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

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

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

3.3 General Financial Planning

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

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

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

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

3.4 Financial Management System and Planning

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

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

3.5 Responsibilities, Authority and Communication

3.5.1 Responsibility and Authority

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

3.5.2 Board Representative

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

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

3.3.3 Internal Communication

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

3.6 Management Review

3.6.1 General

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

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

3.6.2 Review Input

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

3.6.3 Review Output

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

Title 4 : Resource Management

4.1 Provision of Resources

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

4.2 Human Resources

4.2.1 General

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

4.2.2 Competence, Awareness and Training

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

4.2.3 Infrastructure

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

Title 5: Financial Processes

5.1 Purchasing Process

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

5.1.2 Purchasing Information

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

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

5.1.3 Verification of Purchased Product

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

5.2 Accounts Payable and Payment Processing

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

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

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

5.3 Accounts Receivable and Treasury Management

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

The Board Finance Committee(designee) is responsible for verifying and resolving to accept revenue and the CFO is responsible for deposits.

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

5.4 Fixed Asset Processing

The Board of Directors have developed, documented, and implemented procedures and systems to ensure that fixed assets purchased or donated from vendors, parents, students, and the State conform to specified requirements. Capitalization of fixed assets is set at individual items that cost more than \$5,000. The EMO/Director/Superintendent is

responsible for verifying fixed assets and oversight of the inventory. The Board Finance Committee(designee) and CFO are responsible for all relevant documentation, such as records, and schedules. This process is specified under *Exhibit A- Board Policies: [109](#) and [103](#)*.

5.5 Travel Policy

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

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

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

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

5.6.1 Investment Processing

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

The CFO is responsible for verifying investments and investment transactions.

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

5.7 Receipt and Expenditure of Federal Funds

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

procedures, and internal controls needed to comply with federal legal requirements related to the expenditure of Federal funds.

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

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

Title 6: Financial Reporting, Analysis and Monitoring

6.1 General

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

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

6.2 Financial Reporting

6.2.1 Bank Reconciliation

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

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

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

6.2.2 Financial Reports

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

The CFO is responsible for preparing all financial reports per documented procedures.

The CFO develops a schedule for all financial reports according established timelines or special requests.

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

6.3 Financial Analysis and Monitoring

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

6.3.1 Variance Analysis and Fund Balance Monitoring

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

6.4 Control of Nonconforming Issues

CFO and the EMO/Director/Superintendent EMO are jointly responsible to establish, implement and maintain documented procedures to ensure that nonconforming issues are handled as defined in the 1) Board Policy Manual; 2) This Financial Policy Manual and, 3) in compliance with appropriate laws and regulations.

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

6.5 Improvement

6.5.1 Continual Improvement

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

6.5.2 Corrective Action

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

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

- e) Records of the results of action implemented
- f) Review of corrective action implemented

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

6.5.3 Preventive Action

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

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

Title 7: Policy Exhibits

Exhibit A

109 Board of Directors Fixed Asset Policy

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

Fixed Assets to be Capitalized:

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

Asset Classes

Land:

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

Buildings:

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

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

Building Improvements:

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

Furniture & Fixture:

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

Equipment:

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

Computers & Software:

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

Construction-In-Progress:

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

Used Equipment:

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

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

Federal Program Property:

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

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

Depreciation:

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

Pro-Rate convention states that fixed assets are acquired 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:

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

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

Fixed Asset System Maintenance:

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

Management Company Responsibilities:

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

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

Physical Inventory of Fixed Assets:

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

The inventory taking process is initiated by the Board to:

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

Tagging of Assets:

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

BOARD OF DIRECTORS RECORD RETENTION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
BOARD OF DIRECTOR'S TRAVEL POLICY

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

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

I. COST STANDARDS

1. Transportation

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

2. Hotel:

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

3. Meals:

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

4. Miscellaneous Expenses:

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

Exhibit C
BOARD OF DIRECTORS
INVESTMENT POLICY

I. INTRODUCTION

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

II. INVESTMENT OBJECTIVES

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

A. Compliance with all Federal and State Laws

B. Safety of Principal

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

• Market Risk (Interest Rate Risk)

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

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

• Credit Risk

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

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

C. Liquidity

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

D. Yield

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

III. AUTHORIZED INVESTMENTS (ITEMIZED)

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

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

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

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

IV. Safekeeping and Custody

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

V. School Board

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

VI. Portfolio Reporting

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

VII. Investment Advisors, Qualified Dealers and Financial Institutions

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

VIII. Sale of Securities Prior To Maturity

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

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

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

IX. Procedures for The Purchase And Sale Of Securities

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

X. Statements of Compliance

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

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

108 PROCUREMENT – FEDERAL GRANTS/FUNDS

NOTE 2021 REVISION

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

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

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

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

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

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

Competition

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

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

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

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

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

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

Solicitation Language

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

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

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

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

Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases

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

B. Small Purchases

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

C. Sealed Bids

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

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

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

When sealed bids are used, the following requirements apply:

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

D. Competitive Proposals

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

If this method is used, the following requirements apply:

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

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

E. Noncompetitive Proposals

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

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

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

Contract/Price Analysis

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

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

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

Time and Materials Contracts

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

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

Suspension and Debarment

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

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

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

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

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

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

Maintenance of Procurement Records

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

CREDIT CARD AND PEX ACCOUNT POLICY

Innovation Academy West- Pex Card Policy

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

The Innovation Academy West Board of Directors recognizes the value in having an efficient method of payment and record keeping for certain expenses.

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

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

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

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

interest assessed in connection with the purchase. Additionally, any officer or employee of the school who knowingly misuses a pex card account is guilty of the criminal offense of misuse of pex cards.

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

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

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

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

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

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

b. A designated supervisor in charge, administrator in charge, or employee in charge must be listed in the travel plan budget. The designated person in charge must secure the pex card, utilize the pex card for the travel group, and abide by the requirements of this policy.

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

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

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

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

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

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

Upon receipt of a school pex card, employees shall:

- Inform merchants that the purchase is for "official school business" and is not subject to state or local sales tax;
- Maintain pex cards in a secure fashion and prevent unauthorized charges to the account;

- Use reasonable care when making purchases online, refrain from providing the pex card number to unknown online merchants, and must not auto-save pex card number for any online account;
- Maintain sufficient documentation of all purchases, including, but not limited to: charge receipts, original cash register slip or other detailed receipt, and invoices;
- Immediately notify the EMO if the card is lost or stolen or is s/he becomes aware of a data breach that may involve the card.

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

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

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

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

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

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

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

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

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

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

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

Each Pex Card User will:

- Obtain proper approval through an approved purchase order and requisition signed by the EMO and treasurer. Attach the purchase order;
- Obtain proper EMO and Board approval for group travel plan budgets or case by case basis items;
- Sign the acknowledgment section at the end of this policy for checking out and using

the pex card, agreeing to this policy and the user requirements stated in this policy;

- Return the pex card within five (5) days of the usage period, attaching all of the detailed information required as listed above within five (5) business days;
- Sign the return of card acknowledgement at the end of this policy returning the card and required documentation within five (5) business days;
- Reimburse the school for any unauthorized, unrelated, or unsubstantiated purchases within thirty (30) business days.

Pex Card User Acknowledgement:

The pex card user acknowledges the following:

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

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

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

Anticipated date of card use: _____

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

Purpose for Use
: _____

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

Name _____

Date _____ Date of Check
out _____

Annual Meeting FY 23-24

Management Agreement

(July 1, 2023)

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

RECITALS

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

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

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

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

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

1. Management Services to be provided by EEG.

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

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

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

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

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

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

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

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

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

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

F. Financial Management. EEG will assist in providing any information required by the Sponsor, Charter School, Ohio State Department of Education or its auditors.

- Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval.

G. Compliance Management.

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

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

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

I. Student Records.

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

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

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

K. Facility/Facility Planning.

All facility planning, purchases and development of Real Estate shall be approved by the Board of Directors and in accordance with the School's Financial Policies and Procedures Manual. Pursuant to such approval, EEG shall:

- Identify the necessary components of and possible ideal locations for the School's Facility.
- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility subject to Board Approval.
- Ensure Building Code Compliance.

- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

L. Procurement - Management of Equipment/Furniture/Property

All facility acquisitions shall be approved by the Board of Directors and in accordance with the School's Financial Policies and Procedures. Pursuant to such approval, EEG shall:

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

M. Subcontracts.

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

N. School Employees.

- EEG acknowledges that staff hired by EEG to work at the actual school building are for the benefit of the School and to advance its academic achievement. EEG further acknowledges that it is in the best interest of the school to retain quality staffing. Unless approved by the Board of Directors in writing, EEG shall not relocate or hire staff from School for employment in any other EEG managed schools or for any internal staffing

with the EEG Company for a period of two years after the expiration and/ or termination of this Agreement, which ever occurs first.

- Upon the expiration this Agreement (if non-renewed) or upon the termination of EEG, EEG shall not renew any staff employment agreement at the end of the then current school term.
- EEG shall select the superintendent or educational leaders and establish employment terms in consultation with the Board.

2. Obligations of the Charter School.

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

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

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

3. Term and Termination.

a. **Initial Term.** The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2026 (the "Initial Term").

b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 1 additional terms of 3 years based upon the following conditions:

i) The School's student enrollment is at least 150 students *and*,

ii) The School has a grade of C or better in the overall Value -Added Component on the State Report Card and maintain the current rating or above in all other components on the School's Report Card.

iii) If EEG intends not to exercise a renewal period, EEG must provide the School with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term."

iv. Any other renewal periods agreed upon by the Parties must be in writing and allowed by the applicable law.

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

i. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;

ii. Either Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.

iii. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Contract and (A) EEG does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.

iv. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that

any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any EEG facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

- d. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than December 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.

- Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG, except for personal property purchased with state funds for use in the operation of the School that were paid to EEG by the School as payment for services rendered (such property is property of the School in accordance with 3314.0210 of the Revised Code.

- EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. EEG shall facilitate the exchange of staff records; all passwords as needed to access any staff, student or facility related technology and software.

- This Section shall survive any expiration or termination of this Agreement.

- Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications:

computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.

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

4. **Financial Terms.**

Payments. The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG of Sixteen Percent (16%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses ("Fee"). "Qualified Gross Revenues" shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code.

- The School shall pay any costs required by the Charter not specifically included in this Agreement.
- While EEG will employ all school staff, the School will be responsible for paying all actual payroll and benefit costs by way of dollar for dollar reimbursement to EEG.
- All furniture, computers, software, equipment, or other personal property purchased with state funds that are paid to EEG for use in operation of the school is property of the school and is not property of EEG.
- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School. As approved by the Board, Parties may agree to have EEG act as its payment

agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses without interest or cost greater than the dollar for dollar reimbursement on a monthly basis as they are incurred upon the submission of appropriate documentation.

- Should the School by way of FTE review or other audit or review, by the State of Ohio or designee thereof be determined to owe back revenues, EEG agrees to contribute the payment for EEG Fee portion thereof.
- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.
- Should EEG ever advance or loan the School money, EEG shall document all expenses and items associated with these advances and loans and shall work with the School's fiscal officer to report such to the Board. Any interest charged on these advances or other moneys loaned to the School by EEG shall bear interest at a fair market rate.
- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.

5. Proprietary Information

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

6. **Indemnification.**

- **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.
- **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.
- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. **Limitation of Liabilities.**

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

8. **Notices.**

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

If to the Charter School:	Innovation Academy West Attn: Board President 13111 Crossburn Cleveland, Ohio 44135
CC:	April Hart, Esq. 2529 Canterbury Road Cleveland Heights, Ohio 44118
If to EEG:	EEG Elementary, LLC. Attention: Wendy Rydarowicz 1115 S. Main St. Akron, Ohio 44301

9. **Miscellaneous.**

- **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- **No Third-Party Rights.** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
- **Professional Fees and Expenses.** Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of Cuyahoga County for such purposes.
- 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax-exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
- Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this

Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement and under Ohio Law, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- Additional Programs. The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

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

Innovation Academy West, Inc.

EEG Elementary, LLC.

By:  _____

By: Wendy Rydarowicz

Title: Board President

Title: CEO

Date: 6/19/23

Date: 6-6-23

ATTACHMENT 3.4 - CLOSING PROCEDURES ASSURANCE DOCUMENT

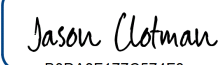
By signing this document, I **Jason Clotman**, hereby certify that I am the School Governing Authority President and/or authorized representative of **Innovation Academy West**. If **Innovation Academy West** should cease to exist for any reason, including but not limited to suspension, closure or termination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

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

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

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

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


B0DA8F177C574F8...

School Governing Authority President

4/1/2024

Date

April N. Hart, Esq.

Designee

3.29.24

Date

DocuSigned by:

C24CC6BC7F7F476...

Treasurer

4/2/2024

Date

Racial and Ethnic Balance Policy

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

Whereas, the Innovation Academy West sets forth the following plan and procedures to achieve or continue racial and ethnic balance:

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

Revised/ re-adopted September 2023

Anh/rev

WHEREAS, the Governing Authority for INNOVATION ACADEMY WEST adopts the following policy and procedure for admission and enrollment to the school pursuant to ORC 3314.06 (A-H):

1). Admissions Procedures:

Admission to our School is open to any student in entering grades K-8 who reside in the district of the State of Ohio and who are entitled to attend school. The School will admit the number of students that does not exceed the capacity of the school's programs, classes, grade levels, or facilities. Students shall be admitted by lot from all those submitting applications. Preference of admission will be given in the following order:

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

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

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

2). Nondiscrimination Statement:

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

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

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

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

ORC: 3314.06.

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

4). Open Enrollment: Enrollment is open to students who reside in any district in the state of Ohio and who are entitled to attend school. Students are eligible to enroll beginning the first day of each respective school year through the last day of the year according to the school calendar. If the student's parent(s) change the location of the parent(s)' or student's primary residence, the parent(s) is required to notify the school.

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

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

b) **Proof of Residency :**

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

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

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

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

6. Residency Verification

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

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

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

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

C. For purposes of making the determinations required under this Policy, the school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place.

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

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

Attendance, Truancy and Chronic Absence Policy (with 72 Hour withdrawal rule)

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

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

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

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

II. Definition of Truancy and Excessive Absences:

- A. The definition of an "habitual truant" is as follows:
 1. Absent 30 or more consecutive hours without a legitimate excuse;
 2. Absent 42 or more hours in one month without a legitimate excuse;
 3. Absent 72 or more hours in one year without a legitimate excuse.
- B. Habitual truancy also includes "excessive absences" as follows:
 1. Absent 38 or more hours in one school month with or without a legitimate excuse;
 2. Absent 65 or more hours in one school year with or without a legitimate excuse.

III. Truancy is Not Criminal:

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

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

IV. Student Discipline

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

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

V. EMIS Reporting Changes

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

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

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

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

VI. Excessive Absences

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

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

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

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

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

VII. Habitually Truant

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

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

1. Select members of the absence intervention team;

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

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

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

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

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

VIII. Absence Intervention Team

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

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

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

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

References:

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

3314.06 Admission procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

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

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

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

LEASE ADDENDUM TO CONTRACT:

Detailed description of Facilities to be used: INNOVATION ACADEMY WEST SCHOOL- 13111 CROSSBURN ROAD CLEVELAND, OHIO 44135. This campus is a school building with instructional classrooms provided for students in grades K-8. The School operates as a Community School for instructional purposes as noted in the School's Education Plan. A legal description of the property can be found in the Original Lease attached.

Annual Costs paid by or on behalf of the school: \$5,000.00

Name of Lender/Landlord: Lake Erie International High School

Relationship to Operator: None.

THIRD AMENDED^{Ad}
INNOVATION ACADEMY WEST SECOND AMENDED LEASE AGREEMENT

WHEREAS, the Lessor, LAKE ERIE INTERNATIONAL HIGH SCHOOL and Lessee, INNOVATION ACADEMY WEST, (FKA/WEST PREPARATORY ACADEMY) entered into a certain Lease dated July 1, 2020 (“ the Original Lease”).

WHEREAS, The *Second Amended Lease* of the Parties extended the lease term from July 1, 2020 through June 30, 2033.

WHEREAS, Lessor and Lessee now desire to amend the lease for the purpose of a rent increase as set forth herein;

ARTICLE 3:

Now this Third Amended Lease shall state as follows:

3.2 **Monthly Rent.** The "Monthly Rent" payable during each Lease Year shall be **\$60,000.00** per annum payable in the amount of **\$5,000.00** per month.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 1st day of July 2023.

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LESSOR: ~~Lake Erie International High School:~~

BY: 

NAME: Jason Clotman -Board President

LESSEE: Innovation West Academy

BY: 

NAME: Jo-Anna Pugh-Fitzpatrick - Board President

Witnessed By: 

Name: April N. Hart, Esq.-Board Counsel

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is made and entered into the **First Day of July 2020**, by and between **Lake Erie International High School**, an Ohio non-profit corporation (hereinafter "Landlord") and **West Preparatory Academy** an Ohio non-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, Tenant has been chartered by the State of Ohio to educate students as outlined in the charter ("Charter") and Tenant desires to lease the property, including the building, related parking facilities, structures and other improvements from Landlord as a charter school facility, pursuant to the terms and conditions set forth in this Lease.

NOW THEREFORE, In consideration of the mutual promises, covenants and conditions, including the rents, covenants and agreements hereinafter set forth, Landlord and Tenant mutually agree as follows:

ARTICLE 1: PREMISES

Landlord hereby agrees to lease and demise to Tenant and Tenant hereby agrees to lease from Landlord certain real property (hereinafter the "Property"), together with all buildings and other improvements now or hereafter located thereon and affixed thereto (hereinafter collectively "Improvements"), and any and all privileges, easements, and appurtenances belonging thereto or granted herein. The Property and the Improvements are hereinafter collectively referred to as the "Premises".

ARTICLE 2: TERM COMMENCEMENT

2.1 **Term of Lease.** This Lease shall be for a term of **8 years** commencing on the "Commencement Date" (defined in 3.2 herein) and ending on June 30, 2028. Rent shall continue as described in Article 3 below. Each successive exercise of option shall follow the same notification requirements.

2.2 **Commencement Date.** The term "Commencement Date" as used in this Lease shall be July 1, 2020.

2.3 **Condition of Premises.** When Landlord delivers possession of the Premises to Tenant, the Premises shall be structurally sound and in broom clean condition and all plumbing, utility, electrical and HVAC systems shall be in good working condition. Tenant shall be entitled to conduct an inspection of the Premises upon delivery of possession in order to verify compliance with this Section. By entering into possession of the Premises, Tenant shall be deemed to have accepted the Property and the Improvements in the condition that they are in as of the time such possession occurs.

2.4 **Lease Year.** The term "Lease Year" as used in this Lease shall mean a period of twelve (12) consecutive calendar months during the term of this Lease. The first Lease Year shall begin on the Commencement Date if the Commencement Date occurs on the first day of a calendar month; if not, the first Lease Year shall begin on the first day of the calendar month next following the Commencement Date. Each succeeding Lease Year shall begin at the expiration of the immediately preceding Lease Year.

ARTICLE 3: RENT

3.1 **Rent defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the security deposit) are deemed to be Rent. "Rent Arrears" under this section are specifically defined and understood to be paid as additional rent pursuant to this executed Lease.

3.2 **Monthly Rent.** The "Monthly Rent" payable during each Lease Year shall be **\$24,000.00** per annum payable in the amount of **\$2,000.00** per month.

3.3 **Rent Arrears.** Lessee acknowledges that, as of June 30, 2020, Lessee owes Lessor rent arrears totaling \$ 90,800.00. Lessor shall pay Lessee the rent arrears as “additional rent” in the 96 installments of \$ 946.00 per month from July 1, 2020 through June 30, 2028.

3.4 **Payment of Rent.** Lessor shall pay Lessee the aforesaid monthly rent and additional rent in the combined amount of 60 installments **of \$2,946.00** per month, payable in advance, on the **20th day** of each calendar month during the term of the Lease. Rent shall be paid to Landlord at its address set forth in Section 22.11 below. Rent shall be paid without notice, demand, abatement, deduction or offset in legal tender of the United States of America.

ARTICLE 4: LATE CHARGES AND INTEREST

If Tenant fails to pay any Monthly Rent when such Monthly Rent is due and payable in accordance with Article 4 of this Lease or if Tenant fails to pay any additional amounts or charges of any character which are payable under this Lease, Landlord, at Landlord's election, may assess and collect a late fee charge equal to ten percent (10%) of each payment of rent including any other amount due hereunder, not received within five (5) days from the date such rent payment is due.

Furthermore, and in addition to any late charges payable pursuant to the provisions of this Article, to the extent that any payment of Monthly Rent or any other amount payable to Landlord by Tenant pursuant to any provision of this Lease is more than thirty (30) days past due, Tenant shall pay Landlord interest at the rate of eighteen percent (18%) per annum on all such past due amounts.

ARTICLE 5: SECURITY DEPOSIT

The Lessor will not require a security deposit during the second term of this lease.

ARTICLE 6: QUIET ENJOYMENT

Landlord hereby covenants to Tenant that, subject to Tenant's compliance with the terms and provisions of this Lease, Tenant shall peaceably and quietly hold and enjoy the full possession and use of the Premises during the term of this Lease.

ARTICLE 7: TAXES, ASSESSMENTS AND OTHER CHARGES

7.1 **Taxes and Assessments.** Landlord and Tenant shall apply for Real Estate Tax abatement pursuant to Ohio statute and local process or practice using best efforts to secure such tax exemption as the law allows. If such exemption is not provided for any reason or no reason, Tenant shall pay to Landlord, as additional rent, all real estate taxes, assessments (general and special), and other charges which may be levied, assessed or charged against the Premises, accruing or becoming due and payable during the term of this Lease and any extension thereof at least ten (10) days before such taxes, assessments, or other charges become delinquent.

7.2 **Right to Contest Taxes.** Tenant, at its sole cost, shall have the right to contest, in accordance with the provisions of the laws relating to such contests, any real estate taxes, assessments, or other charges against the Premises and the failure of Tenant to pay such taxes, assessments, or charges shall not constitute a default by Tenant so long as Tenant complies with the provisions of this Section. Prior to initiating any contest or proceeding, Tenant shall give Landlord written notice of such contest, or proceeding and shall either deposit with Landlord, or furnish good and sufficient undertaking and sureties designating Landlord as the beneficiary thereof, in such amount as Landlord deems to be sufficient, considering the amount of such taxes, charges, assessments, any potential penalties and interest thereon, and any potential expenses that might be incurred by Landlord with respect thereto. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit such proceeding or

contest to be brought in its name as long as Landlord is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment.

ARTICLE 8: UTILITIES

Tenant shall be solely responsible for, and pay when due, all charges for gas, heat, light, power, telephone, and other utilities or services used by or supplied to Tenant or to the Premises, together with any taxes thereon, during the term of this Lease. In the event any utility service to the Premises is interrupted for any reason whatsoever, Landlord shall not be liable therefore to Tenant, such interruption shall not be interference with Tenant's use and occupancy of the Premises, and rent required to be paid hereunder shall not be withheld as a result of any such interruption.

ARTICLE 9: INSURANCE

9.1 **Tenant's Insurance Coverage.** Tenant shall, at all times during the term of this Lease, and at Tenant's own cost and expense, procure and continue in force the following insurance coverage:

(a) Comprehensive liability insurance with limits of not less than \$ 1,000,000 per person and \$ 2,000,000 per occurrence insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$ 1,000,000 per accident or occurrence, or the minimums as required by the Sponsor whichever is greater. Every five (5) years from the Commencement Date, Landlord may reasonably evaluate these limits and may cause the Tenant to adjust the insurance limits outlined herein.

(b) Insurance covering any buildings and all improvements on the Premises, including Tenant's leasehold improvements and personal property in or upon the Premises in an amount not less than one hundred percent (100%) of full replacement cost, providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief and a standard inflation guard endorsement. Tenant hereby assigns Landlord any and all proceeds payable with respect to such policies except to the extent such proceeds are payable with respect to any property that would remain the property of Tenant upon the termination of this Lease.

(c) Loss of rental, under a rental value insurance policy covering risk of loss due to the occurrence of any of the hazards described in the preceding subparagraphs of this Section, in an amount sufficient to prevent Landlord from becoming a coinsurer, but in any event, in an amount not less than one hundred percent (100%) of the then full rental income fixed by this lease including all rental that Tenant agrees to pay hereunder.

(d) Against such other hazards and in such amounts as the holder of any mortgage or deed of trust to which this lease is subordinate requires from time to time.

9.2 **Insurance Policies.** The minimum limits of insurance policies as set forth in Section 9.1 shall in no event limit the liability of Tenant hereunder. The insurance policies shall name Landlord as an additional insured and shall be with companies having a rating of not less than an "A" company rating and a Financial Rating of Class VI in "Best's Insurance Reports." Tenant shall furnish from the insurance companies or cause the insurance companies to furnish to Landlord certificate of coverage. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written notice to Landlord by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of any coverage which Landlord may carry. Tenant shall at least twenty (20) days prior to the expiration of such policies furnish Landlord with renewals or binders. If Tenant does not procure and maintain such insurance, Landlord may, but is not obligated to, procure such insurance on Tenant's behalf and all sums paid by Landlord shall bear interest at the rate of eighteen percent (18%) and shall be immediately due and payable. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant

provided such blanket policies expressly afford coverage to the Premises and to Landlord as required by this Lease.

9.3 **Waiver of Subrogation.** To the extent permitted under the insurance policies obtained by Landlord, if any, and Tenant, Landlord and Tenant each hereby waive any and all right of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

9.4 **Landlord Named As Additional Insured.** Tenant shall require Landlord to be an additional named insured on any and every policy described hereunder. In addition, Tenant shall require Landlord to be named as a loss payee and a certificate holder, with 30 days notice given of any modification of any and every policy described hereunder.

ARTICLE 10: USE OF PREMISES

10.1 **Use.** The Premises shall be used and occupied by Tenant solely for the operation of a charter school facility and for no other purpose without the prior written consent of Landlord, which consent will not be unreasonably withheld.

10.2 **Suitability.** Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Improvements or with respect to the suitability of either for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as specifically provided in this Lease.

10.3 **Prohibited Uses.**

(a) Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which will cause a cancellation of any insurance policy covering the Premises, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance unless Tenant provides additional insurance coverage extending protection to cover all risks associated with these articles.

(b) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted, promulgated or created. Tenant shall, at Tenant's sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the use or occupancy of the Premises, including structural changes that relate to or affect the use of the Premises.

(c) Tenant shall comply with all requirements, if any, of any recorded restrictive covenants or bylaws of any association affecting the Premises.

ARTICLE 11: MAINTENANCE AND REPAIRS

Tenant, at Tenant's expense, shall keep the Premises in good order and condition and shall maintain and shall

make any and all repairs and replacements to the interior and exterior of the Premises. Tenant shall, at all times, and at Tenant's expense, keep the Premises in a neat, clean, and sanitary condition and shall comply with all valid federal, state, county and city laws and ordinances and all rules and regulations of any duly constituted authority, present or future, affecting or respecting the use or occupancy of the Premises by Tenant. Tenant, at Tenant's expense, shall also repair any structural damage, damage to the roof areas, and all mechanical equipment including, but not limited to, heating, ventilating, air conditioning, electrical, paving, parking lots, grounds and plumbing that may be required to keep the premises in good working order. Nothing in this section shall be construed to excuse Tenant from any obligations under this Lease, including without limitation, the payment of any rent. Landlord agrees to transfer all manufacturer or builder warranties to Tenant.

ARTICLE 12: HAZARDOUS SUBSTANCES

12.1 **Environmental Compliance.** Tenant (a) shall at all times comply with, or cause to be complied with, any "Environmental Law" (hereinafter defined) governing the Premises or the use thereof by Tenant or any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients, (b) shall not use, store, generate, treat, transport, or dispose of, or permit any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients to use, store, generate, treat, transport, or dispose of, any "Hazardous Substance" (hereinafter defined) on the Premises without first obtaining Landlord's written approval, (c) shall promptly and completely respond to, and clean up, in accordance with applicable laws and regulations, any Release (as hereinafter defined) occurring on the Premises as a direct result of actions of Tenant or Tenant's employees or authorized agents; and (d) shall pay all costs incurred as a result of any failure by Tenant to comply with any Environmental Law, which failure results in a Release or other change in the environmental state, condition, and quality of the Premises necessitating action under applicable Environmental Laws, including without limitation the costs of any Environmental Cleanup Work (hereinafter defined) and the preparation of any closure or other required plans (all of the foregoing obligations of Tenant under this Section are hereinafter collectively "Tenant's Environmental Obligations"). Landlord hereby releases and indemnifies Tenant from and against any and all claims, damages, or liabilities (including, without limitation, attorneys' fees and reasonable investigative and discovery costs) resulting from the environmental condition or quality of the Premises prior to the Commencement Date or from actions of Landlord or its agents or employees. The provisions of this Article shall survive the expiration or other termination of this Lease.

12.2 **Definitions.** As used in this Lease (a) "Hazardous Substance" shall mean (1) any "hazardous waste", "hazardous substance", and any other hazardous, radioactive, reactive, flammable, infectious, solid wastes, toxic or dangerous substances or materials, or related materials, as defined in, regulated by, or which form the basis of liability now or hereafter under any Environmental Law; (2) asbestos, (3) polychlorinated biphenyls (PCBs); (4) petroleum products or materials; (5) underground storage tanks, whether empty or filled or partially filled with any substance; (6) flammable explosives, (7) any substance the presence of which on the Premises is or becomes prohibited by Environmental Law; (8) urea formaldehyde foam insulation; and (9) any substance which under Environmental Law requires special handling or notification in its use, collection, storage, treatment or disposal; (b) "Environmental Cleanup Work" shall mean an obligation to perform work, cleanup, removal, repair, remediation, construction, alteration, demolition, renovation or installation in or in connection with the Premises in order to comply with any Environmental Law; (c) "Environmental Law" shall mean any federal, state or local law, regulation, ordinance or order, whether currently existing or hereafter enacted, concerning the environmental state, condition or quality of the Premises or use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials, and including, but not limited to, the following: (1) the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), as amended, and all regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended, and all regulations promulgated thereunder; (3) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), as amended, and all regulations promulgated thereunder; (4) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), as amended, and all regulations promulgated thereunder; (5) the Clean Air Act (42 U.S.C. Section 7401, et seq.), as amended, and all regulations promulgated thereunder; (6) the Federal Water Pollution

Control Act (33 U.S.C. Section 1251, et seq.), as amended, and all regulations promulgated thereunder; and (7) the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.), as amended, and all regulations promulgated thereunder; and (d) "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Substances into the environment.

ARTICLE 13: FIXTURES AND ALTERATIONS

13.1 **Alterations.** Tenant shall not make any physical alteration in the Premises or any of the fixtures located therein or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the improvements without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld. Such alterations, decorations, additions and improvements shall not be removed from the Premises during the term of this Lease without the prior written consent of Landlord. Upon expiration of this Lease all such alterations, decorations, additions and improvements shall at once become the Property of Landlord.

13.2 **Conditions and Limitations.** Landlord may impose as a condition to granting any consent required by Section 13.1, such requirements, restrictions and limitations as Landlord may deem necessary in Landlord's sole discretion, including without limitation, the manner in which the work is done, the contractors by whom it is performed, and the time during which the work is accomplished, subject to the requirements of any applicable procurement laws.

13.3 **Tenant's Duty to Keep Premises Free from Liens.** Tenant shall keep the Premises free from all liens, security interests, pledges, claims, charges or encumbrances, whether constitutional, statutory, contractual or otherwise, including but not limited to any liens arising out of work performed, materials furnished to initially prepare the Premises for occupancy and to make any alterations approved by Landlord, and shall indemnify and hold harmless and defend Landlord from any liens, granted, placed or suffered against the Premises or any portion thereof, including any liens or encumbrances arising out of work performed or materials and equipment furnished by or at the direction of Tenant. In the event Tenant shall not, within twenty (20) days following the imposition of any such lien or encumbrance, cause such lien or encumbrance to be released on record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or encumbrance. All such sums paid by Landlord and all expenses incurred by it in connection therewith including attorney's fees and costs shall be payable to Landlord by Tenant immediately on demand, together with interest at the rate of eighteen percent (18%) per annum from the date of expenditure by Landlord.

ARTICLE 14: DAMAGE OR DESTRUCTION

Subject to the provisions of Sections 12.1 and 15, if during the term of this Lease any of the Improvements are damaged or destroyed by fire or other casualty, Landlord shall repair or restore the Improvements using funds provided by Tenant's insurance coverage or, at Landlord's option, Tenant shall repair or restore the Improvements. The work of repair or restoration, which shall be completed with due diligence, shall be commenced within a reasonable time after the damage or loss occurs. To the extent that such damage or destruction interferes with Tenant's ability to use the Premises, as determined by Landlord, Landlord may make a claim and collect the proceeds from the Insurance policy issued pursuant to Section 10.1(c) until the repair or restoration of the Improvements has been completed. Notwithstanding anything to the contrary in this Article, in the event that any of the Improvements are damaged or destroyed by fire or other casualty, Landlord shall be obligated to rebuild the school unless:

- (a) Insurance proceeds payable with respect to such damage or destruction are not sufficient to pay for the repair and/or restoration of the Improvements and Tenant is unwilling to pay the difference; or

- (b) The destruction occurs during the last five years of the original term of the Lease.

ARTICLE 15: CONDEMNATION

If all or any part greater than 20% of the Improvements is taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, Landlord and Tenant shall each have the right within thirty (30) days of receipt of notice of taking, to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Premises. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the award or any portion thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant, for the interruption of or damage to Tenant's business and for Tenant's unamortized cost of leasehold improvements. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. No temporary taking of the Premises or Tenant's right therein or under this Lease shall terminate this Lease or give Tenant any right to any abatement of rent thereunder and any award made to Tenant by reason of any such temporary taking shall belong entirely to Tenant, and Landlord shall not be entitled to any portion thereof.

ARTICLE 16: ASSIGNMENT AND SUBLETTING

16.1 **Landlord's Consent Required.** Tenant shall have the right to assign or sublease the Premises subject to Landlord's prior written consent. Any attempt to assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, either voluntarily or involuntarily by operation of law or otherwise without the prior written consent of Landlord shall be void and shall constitute a breach of this Lease.

16.2 **No Release of Tenant.** No assignment or sublease shall act to release Tenant from the obligations hereunder. No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person or legal entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

16.3 **Increased Expenses.** Tenant shall pay Landlord the amounts of any increase in costs or expenses incident to the occupancy of the Premises by such assignee or subtenant, including but not limited to, reasonable attorney's fees incurred in connection with giving such consent.

16.4 **Landlord's Right to Assign.** Landlord shall have the right to assign its interest under this Lease without the consent of Tenant. In the event Landlord assigns such interests Landlord shall, from and after the Commencement Date (irrespective of when the assignment occurs), be relieved of any and all liability and obligation to Tenant hereunder, and all such liability and obligation shall, as of the time of such assignment or on the Commencement Date, whichever is later, automatically pass to Landlord's assignee, whether or not specifically assumed by it. This Lease shall not be affected by any assignment, sale or transfer and Tenant shall attorn to the purchaser or other transferee.

ARTICLE 17:

SUBORDINATION, ATTORNMENT, ESTOPPEL CERTIFICATES, FINANCIAL REPORTS & AUDITS

17.1 **Subordination.** This Lease at Landlord's option shall be subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the Premises, the Improvements, or on or against Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Notwithstanding anything to the contrary in this Article or Article 17, this Lease shall remain in full force and effect for the full term hereof, including any extensions, so long as Tenant is not in default hereunder. Landlord agrees to provide to Tenant a non-disturbance agreement from its lender in a form reasonably acceptable to Tenant, and from any subsequent lenders.

17.2 **Subordination Agreements.** Tenant shall execute and deliver upon demand without charge therefore, such further instruments evidencing such subordination of this Lease to the lien of any such mortgages or deeds of trust as may be required by Landlord.

17.3 **Attornment.** In the event of any foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises or the Building, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

17.4 **Estoppel Certificates.** Tenant shall, from time to time and within ten (10) days from receipt of prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any, (b) certifying that the Lease and any modifications of this Lease constitute the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth in this Lease and any modification of this Lease, Tenant does not claim any right, title, or interest in or to the Premises or any part thereof, (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (d) certifying such other matters with respect to the Lease and/or the Premises as Landlord may reasonably request.

17.5 **Failure to Deliver Certificate.** If Tenant fails to deliver such statement within the time period referred to in Section 18.4 above, it shall be deemed conclusive upon Tenant that the (a) this Lease is unmodified and in full force and effect, (b) this Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth in this Lease, Tenant does not claim any right, title, or interest in or to the Premises, or any part thereof, (c) there are no uncured defaults in Landlord's performance of Landlord's obligations under this Lease, and (d) not more than one month's Monthly Rent has been paid in advance.

17.6 **Transfer of Landlord's Interest.** In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises other than a transfer for security purposes only, Landlord shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities to Tenant which accrue after such sale or conveyance on the part of Landlord, provided that any funds in the possession of Landlord at the time of transfer in which Tenant has an interest shall be delivered to the successor Landlord. This Lease shall not be affected by any such sale or transfer and Tenant shall attorn to the purchaser or other transferee provided that all of Landlord's obligations accruing hereunder from and after such sale or transfer are assumed in writing by such purchaser or transferee.

17.7 **Audits.** From time to time, Landlord may perform an audit of Tenant's adherence to the Charter. In the event the audit uncovers acts or omissions inconsistent with the charter, Landlord may require Tenant to correct the inconsistencies. Should correction be required, Landlord shall notify Tenant of the need for correction and discuss possible remedies. Landlord and Tenant shall agree upon the remedy and the time required to remedy the inconsistency. In the event an agreement between Landlord and Tenant is not reached, the remedy and time frame proposed by the Landlord shall be binding on the Tenant. Furthermore, to ensure compliance with the

Charter, Tenant shall provide Landlord a copy of any and all reports provided to the chartering entity or chartering body within ten (10) days of the submission of said reports.

ARTICLE 18: DEFAULT AND REMEDIES

18.1 **Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay the Monthly Rent, or any other monetary sums required to be paid under this Lease, where such failure continues for five (5) days after written notice thereof by Landlord to Tenant;

(b) The abandonment or entering written negotiations to abandon the Premises or vacation of the Premises by Tenant, or the failure of Tenant to occupy premises upon the completion of the construction of the Premises, or the admission by Tenant that Tenant does not intend to occupy the Premises upon completion of the construction of the Premises;

(c) A failure by Tenant to observe and perform any other term, covenant or condition of this Lease to be observed or performed, by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the default cannot reasonably be cured within the thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within the thirty (30) day period commence action to cure the default and thereafter diligently prosecute the same to completion;

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(e) The admission by Tenant in writing that it cannot meet its obligations as they become due.

(f) The finding of the State of Ohio, or one of its agencies, of noncompliance with the Charter.

18.2 **Nonexclusive Remedies.** In the event of any such material default or breach by Tenant, Landlord shall have, in addition to any other remedies provided in this Lease, the following nonexclusive remedies:

(a) At Landlord's option and without waiving any default by Tenant, Landlord shall have the right to continue this Lease in full force and effect and to collect all Monthly Rent, and any other amounts to be paid by Tenant under this Lease as and when due. During any period that Tenant is in default, Landlord shall have the right, pursuant to legal proceedings or pursuant to any notice provided for by law, to enter and take possession of the Premises, without terminating this Lease, for the purpose of reletting the Premises or any part thereof and making any alterations and repairs that may be necessary or desirable in connection with such reletting. Landlord will use commercially reasonable efforts to relet the premises in the event of a default by Tenant. Any such reletting or relettings may be for such term or terms (including periods that exceed the balance of the term of this Lease), and upon such other terms, covenants and conditions as Landlord may in Landlord's reasonable discretion deem advisable. Upon each and any such reletting, the rent or rents received by Landlord

from such reletting shall be applied as follows: (1) to the payment of any indebtedness (other than rent) due hereunder from Tenant to Landlord; (2) to the payment of costs and expenses of such reletting, including brokerage fees, reasonable attorney's fees, court costs, and costs of any alterations or repairs; (3) to the payment of any Monthly Rent and any other amounts due and unpaid hereunder; and (4) the residue, if any, shall be held by Landlord and applied in payment of future Monthly Rent and any other amounts as they become due and payable hereunder. If the rent or rents received during any month and applied as provided above shall be insufficient to cover all such amounts including the Monthly Rent and any other amounts to be paid by Tenant pursuant to this Lease for such month, Tenant shall pay to Landlord any deficiency; such deficiencies shall be calculated and paid monthly. No entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease, unless Landlord gives written notice of such election to Tenant or unless such termination shall be decreed by a court of competent jurisdiction. Notwithstanding any reletting by Landlord without termination, Landlord may at any time thereafter terminate this Lease for such previous default by giving written notice thereof to Tenant.

(b) Terminate Tenant's right to possession by notice to Tenant, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all actual damages incurred by Landlord by reason of Tenant's default, including without limitation the following: (1) all unpaid rent which has been earned at the time of such termination plus (2) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (3) any other amount necessary to compensate Landlord for all the detriment actually caused by Tenant's failure to perform Tenant's obligations under this Lease, or in addition to or in lieu of the foregoing such damages as may be permitted from time to time under applicable State law. Upon any such re-entry Landlord shall have the right, at Tenant's cost, to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in Landlord's reasonable discretion deems reasonable and necessary.

(c) Provided allowed by state law, Landlord may, at its option and without waiving any default by Tenant, have the right to continue this Lease in full force and effect and to collect all Monthly Rent, and any other amounts to be paid by Tenant under this Lease as and when due. Tenant agrees that within thirty (30) days receipt of written notice by Landlord of Tenant's default under this Section, Tenant shall take all necessary action(s) to appoint, elect or otherwise cause Landlord to become an interim manager of the Charter School located on the Premises. The term of Landlord's management hereunder shall be at Landlord's discretion. As interim manager, Landlord shall have full, exclusive and complete discretion in the management and control of the operation of the Charter School, including but not limited to the following:

(d) **Compliance with Charter.** Landlord shall take such action as may be necessary to comply with Tenant's Charter and all laws, statutes, ordinances, rules of all appropriate governmental authority.

ARTICLE 19: ENTRY BY LANDLORD

Landlord shall, during the term of this Lease, have the right to enter the Premises at reasonable times and upon reasonable notice to Tenant, to inspect or to show to prospective tenants or purchasers, or to make necessary repairs. For purposes of this section, twenty-four (24) hours is deemed to be reasonable notice. In the event of an emergency, however, Landlord shall not be required to give Tenant such notice, provided that Landlord furnishes Tenant with the reason for the emergency entry within three days after such entry.

ARTICLE 20: INDEMNITY

Tenant shall indemnify and hold Landlord harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Premises or any part thereof during the term of this Lease. Tenant shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed

under the terms of this Lease, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, employees, licensees or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant shall not, however, be liable for damage or injury occasioned by the negligence or intentional acts of Landlord and Landlord's designated agents or employees. Tenant's obligations under this Article shall survive the expiration or other termination of this Lease.

ARTICLE 21: SURRENDER

21.1 **Surrender.** Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, together with the Improvements and all other property affixed to the Premises, excluding Tenant's fixtures, in good order and condition, ordinary wear and tear excepted. Tenant shall, prior to the expiration or other termination of this Lease remove all personal property belonging to Tenant and if Tenant fails to do so, Landlord may cause all of said personal property to be removed at the cost and expense of Tenant. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease. In the alternative, Landlord may, at Landlord's option, treat any and all items not removed by Tenant on or before the date of expiration or of the termination of this Lease as having been relinquished by Tenant and such items shall become the property of Landlord with the same force and effect as if Tenant had never owned or otherwise had any interest in such items.

21.2 **Hazardous Substances.** No spill, deposit, emission, leakage or other release of Hazardous Substance in the soils, ground waters or waters shall be deemed to result in either (a) wear and tear that would be normal for the term of the Lease; or (b) a casualty to the Premises. Tenant shall be responsible to promptly and completely cleanup any Release occurring on the Premises during the term of the Lease which directly results from the actions of Tenant or its employees or authorized agents. Tenant shall surrender the Premises free of any contamination or other damage caused by such a Release during the term of the Lease. Tenant's obligation to cleanup the Premises pursuant to the provisions of this Article shall survive the expiration or other termination of this Lease.

ARTICLE 22: MISCELLANEOUS

22.1 **Signs.** Tenant shall have the right to install at Tenant's expense a monument sign advertising the Charter School. The sign shall be in a location reasonably acceptable to Landlord and Tenant and shall comply with the rules and regulations of the city in which the leased space is located.

22.2 **Parking Spaces.** Tenant shall be entitled to the use of all parking spaces appurtenant to the Premises for the benefit of Tenant, its employees, agents, and invitees for the Term of the Lease.

22.3 **Entire Agreement.** This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. All prior or contemporaneous oral agreements between and among Landlord and Tenant and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

22.4 **Severability.** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

22.5 **Enforcement.** If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorney's fees

whether or not such action is prosecuted to judgment.

22.6 **Time and Remedies.** Time is of the essence of this Lease and every provision hereof. All rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

22.7 **Binding Effect, Successors and Choice of Law.** All time provisions of this Lease are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate Section of this Lease. Subject to any provisions restricting assignment or subletting by Tenant as set forth in Article 17, all of the terms hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Ohio.

22.8 **Waiver.** No term, covenant or condition of this Lease shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any term, covenant or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any term, covenant or condition unless otherwise expressly agreed to by Landlord in writing.

22.9 **Holding Over.** If Tenant remains in possession of all or any part of the Premises after the expiration of the term of this Lease, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other sums due hereunder shall be payable at one hundred fifty percent (150%) of the Monthly Rent in effect immediately prior to such holdover period.

22.10 **Recording.** No copy of this Lease will be recorded on behalf of either party, but in lieu thereof, Landlord and Tenant agree that each will, upon the request of the other, execute, in recordable form, a "short form" of the Lease, which "short form" shall contain a description of the Premises, the term of the Lease, and the parties to the Lease. The "short form" of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the "short form" of the Lease, the terms and conditions of this Lease shall control.

22.11 **Notice.** Any notice required to be given under this Lease shall be given in writing and shall be delivered in person or by registered or certified mail, postage prepaid, and addressed to the addresses for Landlord and Tenant set forth below (or other addresses as may be given in writing from time to time). Such notice shall be deemed delivered when personally delivered or upon deposit of the notice in the United States mail in the manner provided above.

To Tenant: **West Preparatory Academy**
Darlene Holt, Fiscal Officer
1695 Sugarmaple Drive
Columbus, Ohio 43229

And To: West Preparatory Academy
C/O Lillie Blair, President
13111 Crossburn Ave,
Cleveland, OH 44135

To Landlord: Lake Erie International High School
Darlene Holt, Fiscal Officer
1695 Sugarmaple Drive
Columbus, Ohio 43229

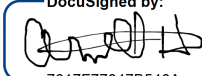
And To: Lake Erie International High School
C/O Arnell Hurt, President
11650 Detroit Ave, Cleveland, OH 44102

22.12 **Landlord's Lien.** Tenant hereby acknowledges that all fixtures located on the Premises are and shall remain the property of Landlord and shall not at any time be removed from the Premises by Tenant.

22.13 **Multiple Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but when taken together shall constitute one and the same agreement.

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

LESSOR: Lake Erie International High School:

DocuSigned by:

BY: _____
7617F77847B546A

NAME: Arnell Hurt

TITLE: Board President

LESSEE: West Preparatory Academy

DocuSigned by:

BY: _____
EFBAA06E578E4F5...

NAME: Lillie Blair

TITLE: President

DocuSigned by:

Witnessed By: _____
343B2D1719C4477...

Name: April N. Hart, Esq.

EXHIBIT A
FLOOR PLAN

School Name:	Innovation Academy West	Date:	04-02-2024
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6.3a Mission, Vision, Philosophy		
The mission should answer the question <i>why do we exist?</i> The vision should answer the question <i>what do we hope to become?</i> Likewise, a school’s philosophy should answer the question <i>what do we value and believe about educating students?</i>		
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.
Innovation Academy West is a place of learning where students are challenged and empowered to reach their full potential academically, socially, and emotionally. Through a process of integrating technology into a rigorous literature-based curriculum, and promoting positive behaviors in a small school setting, we lay the foundation for the future success of students.		
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.
Our vision it to provide quality rigorous instruction incorporating technology, in a safe, disciplined, nurturing environment in collaboration with families and the community.		
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.
The school endeavors to be a model of excellence through the promotion of engaging, evidence-based learning opportunities and the integration of career technical education to meet the emerging needs of today’s workforce. The school’s philosophy is interwoven into the school climate; thus, it is evident among school leadership, classroom instruction and student behavior. Moreover, the education philosophy is communicated in State of the School reports in board meetings, school newsletters, social media outlets and the school website. The school has a focused approach to ensure continual academic and operational success which includes four specific actionized values: <i>Elevate, Empower, Emulate</i> and <i>Engage</i> , in which EEG pillars of success are embedded.		



- **Elevate:** The school will elevate the educational experience for students and staff by raising expectations and promoting excellence, thereby raising the standard and producing elevated academics, operations, culture, facilities and community presence. An elevated school experience is fostered through the foundational principles of targeted professional development, training based on individual needs of faculty and staff to promote efficacy and onsite coaching and mentoring, working directly with directors who provide guidance and direction to enhance professional skill sets.
- **Empower:** Through the school's educational practices, students will become motivated to realize their intrinsic power and ability to be successful academically and beyond graduation. Students will be empowered to defy the odds and become positive contributors in the community and affect others within their spheres of influence. Empowering is not limited to the students. Every instructor and staff member will become empowered through educational leadership and data driven decision making to increase efficacy and inform instruction. Educational leadership involves the provision of technical assistance and counsel to the administration to foster the overall success of the school. Data driven decision making entails the collaboration between the Building Leadership and District Leadership teams to ensure the faithful implementation of action steps based on summative and formative data.
- **Emulate:** The school will emulate research-based practices which are proven to positively change the trajectory of staff and students. Evidence based approaches will be implemented to meet and surpass expectations relative to academics and operations. Through the empirical, evidence-based instructional model, Effective Elements of Instruction, and an effectively executed Positive Behavior Intervention System, the school will cultivate a culture of motivation and academic excellence.
- **Engage:** Through the engagement of community stakeholders, the school will attract and unite with community entities to bring beneficial resources into the school; embrace parents to become active partners to champion achievement and forge strong relations with the sponsor and Board of Directors. The school will work cohesively with the Senior Director of Community Engagement, Partnerships and Marketing to establish community partnerships.

EEG Pillars

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

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

6.3b Curriculum

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

<p>Curriculum – Learning Standards</p>	<p>6.3b</p>	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning.</p> <p>If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. <input checked="" type="checkbox"/></p>
<p>The school’s model is built on the concept of empowering students with 21st Century skills. The curriculum is aligned to Ohio’s Learning Standards which guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables students to demonstrate mastery of Ohio’s Learning Standards and gain critical 21st Century skills.</p> <p>Innovation Academy West will teach in accordance with Ohio’s Learning Standards. The knowledge and skills defined in Ohio’s Learning Standards are within reach of all our students. The school’s educational program and written curriculum will directly correlate with Ohio’s Learning Standards and serve as the base for curriculum in all subjects. Further, Ohio’s Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in high school and beyond.</p> <p><u>Ohio’s Learning Standards</u></p> <p>ELA - http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English- Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx</p> <p>Mathematics – http://education.ohio.gov/getattachment/Topics/Learning-in- Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards- 2017.pdf.aspx</p> <p>Science – http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx</p> <p>Social Studies – http://education.ohio.gov/getattachment/Topics/Ohio-s-New- Learning-Standards/Social-Studies/SS-Standards.pdf.aspx</p>		
<p>Curriculum - Model</p>	<p>6.3b</p>	<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>
<p>It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for the school will be based on the Ohio Model Curricula, which can be accessed using the following link: http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula. Instructors will employ a variety of strategies to effectively implement the Ohio Model Curricula. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction and other evidence-based intervention strategies will be implemented for students who display learning deficits.</p>		
<p>Curriculum - Pacing Guides</p>	<p>6.3b</p>	<p>3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.</p>
<p>In the development process for curriculum maps and pacing guides, teachers must first recognize the differences between the two. Curriculum maps are a direct reflection of the instruction which should be occurring in the classroom and encompasses what will be taught throughout the course of the year. It is the process whereby data is collected to discover what content and skills will be taught, what strategies will be executed to teach, and the method of evaluation in all grade levels and content areas. Curriculum maps foster consistency with instruction, alignment with standards, benchmarks and teacher accountability. Moreover, curriculum maps allow the instructional team to be cognizant of what is being taught.</p> <p>The development of curriculum mapping starts with the creation of a curriculum committee which consists of the Director of Curriculum and Instruction, School Administrator, the academic coach, and lead teachers. The committee meets during the summer to assess the school’s academic status. The following information is analyzed: student academic learning gaps, cognizance of instructional staff, in relation to curriculum mapping, and the goals for the upcoming school year. The committee collaborates and creates goals for each discipline at each grade level based on the disaggregation of 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 the building level, as building teams are formed in each content area and grade level.</p>		

Pacing guides are the strategic plans for the scope and sequence and informs when the skills and content outlined in the curriculum maps will be taught. Pacing guides serve as instructional roadmaps for teachers, as it guides instruction. Pacing guides are developed by the instructional staff, as they will collaborate to discover the time frame in which various skills and content will be taught. During professional development training, teachers will be divided by content area and given developed curriculum maps. The teachers will then outline pacing guides based on 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 which may need to be acquired and/or developed. Curriculum purchased by the school comes from the publishers with publisher produced alignment maps. The alignment maps are used to develop a custom map using Microsoft Word or Excel table versions of Ohio’s Learning Standards in all core subject areas.

A portion of the training period, prior to school opening each year, is devoted to “hands on” curriculum mapping by the teachers to champion a better understanding of the curriculum to appropriately plan the entire year of instruction with pacing guides. Additionally, they can develop the first 6 weeks of lesson plans. The process of curriculum mapping and pacing guide development occurs each year; as new curriculum has been purchased or adopted, and new teachers need to become familiar with the curriculum.

Curriculum – Lesson Template	6.3b	4) Explain what specific components are to be included in model lesson plan templates and rationale.
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[Grades K-3 Lesson Template](#)

K-3 EEI / ELA Weekly Lesson Plans

Early Literacy					
Phonemic Awareness:					
Vocabulary:					
Phonics					
Writing					
	Monday	Tuesday	Wednesday	Thursday	Friday
Writers Workshop					
Components	Monday	Tuesday	Wednesday	Thursday	Friday
Learning Standards Learning Objectives: SWBAT					
Background Knowledge					
I DO init (teaching) and modeling (showing)					
Fluency: Repeated Reading					
WE DO Students are trying and teacher is assist					
CFU When and How Measure and monitor in real time					
YOU DO Independent assignment					
Assessment: CR or Exit Slip					

K-3 Weekly Lesson Plans – MATH

Math					
	Monday	Tuesday	Wednesday	Thursday	Friday
Vocabulary					
Components	Monday	Tuesday	Wednesday	Thursday	Friday
Learning Standards Learning Objectives: SWBAT					
Background Knowledge					
I DO init (teaching) and modeling (showing)					
WE DO Students are trying and teacher is assist					
CFU When and How: Measure and monitor in real time					
YOU DO Independent assignment					
Assessment: CR or Exit Slip					

K-3 Weekly Lesson Plans – Social Studies/Science

Social Studies/Science					
	Monday	Tuesday	Wednesday	Thursday	Friday
Vocabulary					
Components					
Learning Standards					
Learning Objectives: SWBAT					
Background Knowledge					
I DO (teaching) and Modeling (showing)					
Fluency: Repeated Reading					
WE DO (Students are trying and teacher is assisting)					
CFU (When and How: Measure and monitor in real time)					
YOU DO (Independent assignment)					
Assessment: CR or Exit Slip					

Strategies for all Content Areas:

Reading Strategies	Teaching Strategies
<p>BEFORE</p> <ul style="list-style-type: none"> • Setting a Purpose • Activating/Building Prior Knowledge • Consider Interest • Preview Text 	<p>BEFORE</p> <ul style="list-style-type: none"> • Brainstorming • List-Group-Label • K-W-L • Advanced Organizers • Analogies • Journals • Anticipation Questions • Anticipation Guides • Text Preview • Guided Imagery • Discussion
<p>DURING</p> <ul style="list-style-type: none"> • Actively Construct Meaning • Active Brain • Clarify Words/Sentences/Paragraphs • Ask Questions • Summarize • Predict/Verify Predictors • Determine Important and unimportant Information • Determine Important Versus interesting Information • Analyze Text Structure • Monitor Progress 	<p>DURING</p> <ul style="list-style-type: none"> • Analyze Text Structure • Graphic Organizers • Summary • Think-Alouds • Anticipation Guides • Reciprocal Teaching • Questioning (QAR) • DRTA/DLTA • Dialogic Reading • Learning Logs • K-W-L • SQRT
<p>AFTER</p> <ul style="list-style-type: none"> • Summarize and Connect Key Ideas • Confirm Predictions • Generate New Questions • Extend learning to New Situations • Identify Gaps in Learning 	<p>AFTER</p> <ul style="list-style-type: none"> • Graphic Organizers • Journals/Learning Logs • DRTA/DLTA • Dialogic Reading • Anticipation Guides • Discussion/Response to Literature • K-W-L • QAR • Jigsaw • GIST

Grades 4-8 Lesson Template

4th-12th EEI / ELA Weekly Lesson Plans

Writing					
Vocabulary:	Monday	Tuesday	Wednesday	Thursday	Friday
Writers Workshop					
Components	Monday	Tuesday	Wednesday	Thursday	Friday
Learning Standards Learning Objectives: SWBAT					
Background Knowledge					
I DO <i>Input</i> (teaching) and <i>Modeling</i> (showing)					
Fluency: Repeated Reading					
WE DO Students are trying and teacher is <i>assistive</i>					
CFU When and How: Measure and monitor in real <i>time</i>					
YOU DO Independent assignment					
Assessment: CR or Exit Slip					

4th-12th Weekly Lesson Plans – MATH

Math					
Vocabulary	Monday	Tuesday	Wednesday	Thursday	Friday
Components					
Learning Standards Learning Objectives: SWBAT					
Background Knowledge					
I DO <i>Input</i> (teaching) and <i>Modeling</i> (showing)					
WE DO Students are trying and teacher is <i>assistive</i>					
CFU When and How: Measure and monitor in real <i>time</i>					
YOU DO Independent assignment					
Assessment: CR or Exit Slip					

4th – 12th Weekly Lesson Plans – Social Studies/Science

Social Studies/Science					
Vocabulary	Monday	Tuesday	Wednesday	Thursday	Friday
Components					
Learning Standards Learning Objectives: SWBAT					
Background Knowledge					
I DO <i>Input</i> (teaching) and <i>Modeling</i> (showing)					
Fluency: Repeated Reading					
WE DO Students are trying and teacher is <i>assistive</i>					
CFU When and How: Measure and monitor in real <i>time</i>					
YOU DO Independent assignment					
Assessment: CR or Exit Slip					

Strategies for all Content Areas:

Reading Strategies	Teaching Strategies
<p>BEFORE</p> <ul style="list-style-type: none"> Setting a Purpose Activating/Building Prior Knowledge Consider Interest Preview Text 	<p>BEFORE</p> <ul style="list-style-type: none"> Brainstorming List-Group-Label K-W-L Advanced Organizers Analogies Journals Anticipation Questions Anticipation Guides Text Preview Guided Imagery Discussion
<p>DURING</p> <ul style="list-style-type: none"> Actively Construct Meaning Active Brain Clarify Words/Sentences/Paragraphs Ask Questions Summarize Predict/Verify Predictors Determine Important and unimportant <i>information</i> Determine Important Versus Interesting Information Analyze Text Structure Monitor Progress 	<p>DURING</p> <ul style="list-style-type: none"> Analyze Text Structure Graphic Organizers Summary Think-Open Anticipation Guides Reciprocal Teaching Questioning (QAR) DRTA/OLTA Dialogic Reading Learning Logs K-W-L SQR3
<p>AFTER</p> <ul style="list-style-type: none"> Summarize and Connect Key Ideas Confirm Predictions Generate New Questions Extend learning to New Situations Identify Gaps in Learning 	<p>AFTER</p> <ul style="list-style-type: none"> Graphic Organizers Journals/Learning Logs DRTA/OLTA Dialogic Reading Anticipation Guides Discussion/Response to Literature K-W-L QAR Jigsaw GIST

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.
<p>The school will utilize Ohio’s Learning Standards and the Ohio Model Curriculum to inform instruction. Therefore, there is alignment to the Ohio Learning Standards.</p> <p>Ohio Learning Standards- http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards</p> <p>Ohio Model Curriculum - http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula</p> <p>The school’s curriculum model is inspired by the belief that inner city students have the right to a quality education. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio’s Learning Standards, research-based curriculum and effective instructional strategies, learning gaps can be closed, and the potential of all children can be unleashed. Students who are at risk, such as those who are economically disadvantaged, English Language Learners, or those with learning disabilities will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. The school partners with parents, community and teachers for each child's success and provides the requisite skills to help prepare each child for college.</p> <p>The curriculum is aligned to the school’s mission, vision, and philosophy. As stated in the mission, IAW endeavors to be a place of learning where students are challenged and empowered to reach their full potential academically, socially, and emotionally. IAW aspires to lay the foundation for future student success through a process of integrating technology into a rigorous literature-based curriculum and promoting positive behaviors in a small school setting. The school's vision is to provide quality rigorous instruction incorporating technology, in a safe, disciplined, nurturing environment, in collaboration with families and the community. Both the mission and the vision statements correspond with the Ohio Model Curricula. The Ohio Model Curricula and the vetted curriculum resources promote rigor and productive instruction; thus, preparing students for success in high school and beyond. The school’s philosophy is symmetric to the mission, vision and curriculum model, as the philosophy emphasizes the school’s intention to <i>“be a model of excellence through the promotion of engaging, evidence-based learning opportunities and the integration of career technical education to meet the emerging needs of today’s workforce.”</i></p> <p>The charge of educating inner-city, at-risk students through a rigorous curriculum demands hard work from students. It advocates effective and ongoing diagnostic testing and emphasizes basic skills to ensure that every student has the requisite foundation, knowledge and</p>		

preparation to achieve academically. All of the curriculum selected for use is research based and tightly aligned to Ohio's Learning Standards. It balances the basic skills needed with challenging content that builds the prerequisite knowledge needed for college readiness.

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

Core Curriculum Resources

- Reading/ELA – *Into Reading/Literature* – HMH
- Math – *Into Math* – HMH
- Science – *Science Fusion* – HMH
- Social Studies – *Into Social Studies* – HMH

The Reading/ELA curriculum materials listed are on DEW's "Approved List of Core Curriculum and Instructional Materials."

<https://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/Resources-for-English-Language-Arts/High-Quality-Instructional-Materials-in-English-La/Approved-List-of-Core-Curriculum-and-Instructional>

Tier 2 Supports

- Amira
- Bridge the Gap (Heggerty)
- DreamBox Reading Park and Plus
- LLI

Tier 3 Supports

- Bridge the Gap (Heggerty)
- *Wilson Reading System*
- DreamBox Reading Park and Plus
- Amira

CTE Pathways

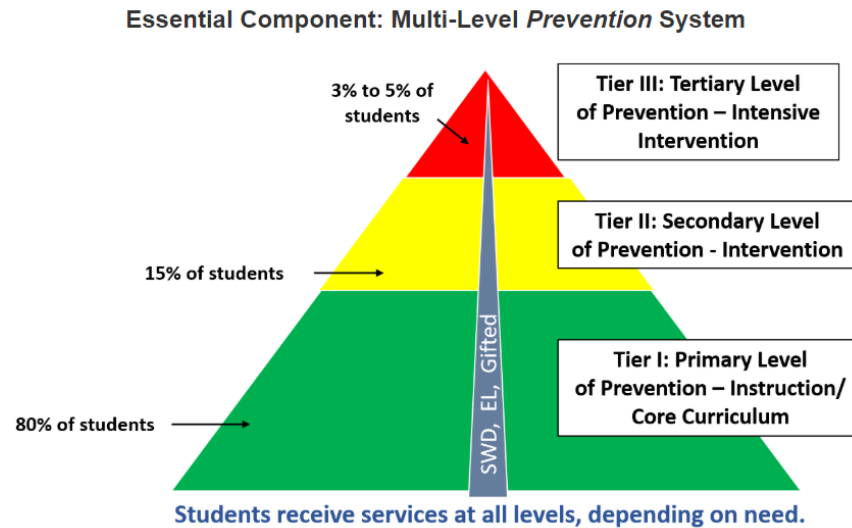
- CBI- *Building a Bridge to the Future*

<ul style="list-style-type: none"> Paxton Patterson <p>STEAM</p> <ul style="list-style-type: none"> PLTW Launch PLTW Gateway Merge Cubes 		
Curriculum - Literacy Skills	6.3b	<p>6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE Ohio's Plan to Raise Literacy Achievement Birth-12, January 2018 and Ohio's Dyslexia Guidebook). Describe how the school will monitor the implementation of literacy practices for fidelity and impact. <u>Include instruction in foundational word recognition, language comprehension, and writing skills, as well as intervention methods for off-track students.</u></p>
<p>In alignment with Ohio's Plan to Raise Literacy Achievement, the school will employ various efforts to cultivate literacy skills across grades K-8 in all content areas, as well as develop and strengthen instructional practices relative to literacy. The Educational Empowerment Group will collaborate with the school administrator and instructional staff to provide support and resources to foster progressive improvement. The District and Building Leadership Teams will work cohesively to analyze summative and formative assessment data, examine existing One Plan Reading/ELA goals and action steps, determine progress toward achievement of the goals and evaluate action steps. Further, the team will conduct a root-cause analysis after each administration of formative and summative assessments to discover factors influencing literacy. Various data points will be explored which include but are not limited to classroom walkthrough data, student disciplinary data, attendance data, parental engagement and PBIS effectiveness.</p> <p>The school will also implement Multi-Tiered System of Supports (MTSS). Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive Multi-Tiered System of Supports (MTSS). The MTSS framework will be utilized to address the academic, social, emotional and behavior needs of the students. The school will execute the following actions in alignment to MTSS:</p> <ul style="list-style-type: none"> ➤ Identify students at risk for poor learning outcomes based on various factors; ➤ Monitor student progress, provide evidence-based interventions; ➤ Adjust the intensity and nature of those interventions depending on a student's responsiveness; 		

- Identify students with learning disabilities.

MTSS encompasses the following three tiers of intervention which are depicted below:

MTSS Intervention



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

Professional Development

Professional development is paramount as it relates to increasing literacy among students. Thus, the Educational Empowerment Group will conduct professional development two weeks before the beginning of the school year each year for instructors. Summer professional development training will be conducted for school leaders. Additionally, embedded professional development will occur monthly for the school principal, academic coach and dean of students. The school administrative team will collaborate to train teachers and staff at the school level during times allocated for professional development days, during staff meetings and through individual coaching and mentoring. Therefore, ongoing professional development will be embedded throughout the school year. EEG fosters a “train the trainer model” which empowers faculty and staff to continuously sharpen their skills. This practice ultimately contributes to positive academic outcomes. Professional Development training will emphasize effective, evidence-based instructional strategies designed to improve literacy among students (Ohio’s Plan to Raise Achievement, 2020).

Parental Involvement

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

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

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

Community Engagement

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

Reference

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

Dyslexia Screening

All students in grades K-3 will be given the NWEA fluency assessment which will encompass the dyslexia screener. This screener assesses key foundational reading skills most often associated with dyslexia. This screening uses a predictive model to flag student results

that point toward possible characteristics of dyslexia and may require further evaluation and intervention. Actionable data can be acquired to inform instruction and drill down into individual student needs.

These screening results will flag students for repeated diagnostic testing and possible entering into the MTSS process. The MTSS team, comprised of teachers and intervention specialists, will be the intervention team to monitor student progress to identify evidence-based strategies that work to address dyslexia. In addition, the use of explicit and reinforced instruction in phonics and phonemic awareness will help to address early student learning, while progress monitoring with Wilson reading and its interventions.

Monitoring

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

Instruction

EEG works cohesively with the administrator and academic coach to ensure effective instruction, particularly in Reading/ELA.

Recommended instructional delivery methods are researched and evidence based. Moreover, the administrative and instructional staffs are trained yearly to effectively implement strategies to improve literacy. In an effort to champion literacy among students, teachers will incorporate the following evidence-based strategies into daily instruction:

Activity	Time
Phonemic Awareness	10 minutes (Start of lesson)
Phonics	30-45 minutes
Vocabulary	10 – 15 minutes (pre-reading, during, or after)
Reading Comprehension (EEI Lesson)	60 minutes
Fluency	Embedded into reading comprehension block

Paired-partner reading, choral reading, echo reading, reading-to-self, etc.	Embedded into reading comprehension block
Writing	30 Minutes

Other strategies are reflected in the following chart which is inclusive of curriculum resources, assessment tools and assessment dates.

	Curriculum Resource	Assessment Tool	Assessment Dates
Phonemic Awareness K-2	Heggerty Ph. Awareness Curriculum	MAP Reading Fluency	Bi-Weekly
Phonics K-3	Fountas & Pinnell	MAP Reading Fluency	Bi-Weekly
Fluency K-5	Paired-Partner reading, letter/word work, Connected Text	MAP Reading Fluency	Bi-Weekly
Writing K-3	Writers Workshop, Units of Study	Unit Writing	End of Unit
Vocabulary K-8	Explicit Vocabulary Instruction (Anita Archer)	Short-Cycle Assessments	Bi-Weekly

- K-3 grade teachers are required to teach Phonemic Awareness each day using the Heggerty curriculum.
- 4-8 teachers teach phonemic awareness to students who exhibit significant weaknesses in this area through small group instruction.
- K-1 teachers administer the Phonemic Awareness Assessment 3 times per school year.
 - September – Baseline Assessment
 - January – Mid Year Assessment
 - May – End of Year Assessment

All data is entered into a spreadsheet and submitted to the building principal within a week of testing being completed, and teachers adjust instruction as necessary pending student results.

Intervention Methods for Off-Track Students

As outlined by DEW, K-3 students are identified as on or off-track through the administration of diagnostic assessments. Off-track students are placed on a Reading Improvement and Monitoring Plan (RIMP). Parents are immediately notified that students are off-track, and an extensive analysis is conducted to ascertain specific learning gaps. Teachers will formulate reading goals and action steps for the students and perform targeted remediation and intervention strategies to foster reading proficiency, which includes but not limited to conducting small/individual group instruction utilizing evidence-based strategies and using DreamBox, Amira, LLI and Wilson Reading to supplement instruction. Short-cycle assessments will continue to be administered to monitor progress and adjust reading goals as needed. The school will follow all guidelines relative to the Third Grade Reading Guarantee as mandated by DEW.

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).
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The school has implemented specific, targeted strategies to identify and support student's future success.

CAREER BASED INTERVENTION

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 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 and Workforce's CTE program and is designed to help students obtain gainful employability skills. This unique approach to learning will encourage students to focus on applying academic skills to real world employment opportunities and challenges.

CBI instruction is integrated into core content area courses. 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 grades 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.

CBI classes are designed to help each student set and reach their career goals. The following CBI curriculum is being implemented at the school: *CBI- Building a Bridge to the Future*

All CBI instruction is aligned to the CBI Technical Content Standards, and the seven key principles are used as a guide for CBI programs and instruction are:

- Higher Expectations - Partnering with administrators, teachers, counselors, parents and community to support a belief system that all learners will achieve academic success, establish a career pathway and become contributing members of society.
- Common Curriculum - Engaging learners in the common curriculum of the school that provides opportunities for graduation and links with school district and state curriculum and performance expectations.
- Authentic Learning - Providing appropriate and effective instruction by meeting student needs through active learner engagement and relating subject matter to life and work.
- Supportive Structures - Achieving optimum conditions for learning through a student-teacher ratio that promotes effective interaction and instruction, physical location to develop psychological and social identity and instructional resources and technology to meet individual learner needs.
- Sense of Belonging - Providing activities and a classroom/community environment that lead to increased positive social interaction, citizenship practices and leadership development.
- Continuous Improvement - Monitoring and improving classroom achievement by using student assessment and program data in relation to the district's continuous improvement plan.
- Student Identification - In partnership with administrators, counselors, teachers and parents, selecting students who have barriers to career and academic success. See the following link: [Ohio CBI Content Standards](#)

The standards-based curriculum utilized in middle school CBI is *Building a Bridge to Your Future*. See the following link: [Building a Bridge to Your Future](#). This curriculum provides students time to reflect and grow -- increasing their self-efficacy as successful students -- and provides an opportunity for students to validate their improved readiness to engage in career exploration and decision-making.

The course materials help students:

- Develop the skills of a self-directed learner;
- Understand the traits and skills of a resilient personality;
- Practice strategies for creating a growth mindset;
- Discover what motivates them so they stay focused on their education over the long term;

- Study 21st century learning mediums that will help them take advantage of the new ways of mastering topics of their choosing.

AMAZING SHAKE

Adopted from The Ron Clark Academy, the Amazing Shake competition gives students the opportunity to demonstrate mastery of career-based skills learned throughout the year. EEG schools unite with community leaders, business owners and stakeholders to evaluate the students' professional skills in real life simulations. Students progress through a series of challenges to show poise and professionalism in tense situations. Competitors are tested on individual professionalism, good manners, soft skills and verbal skills. Middle and high school students compete at the district level, and winners progress to the State competition held at one of the EEG schools. A winner is selected each year.

CAREER EXPLORATION WEEK

The purpose of the Career Exploration weeks is to expose students to jobs, industries and skills that are in-demand in Ohio. Even at the K-8 grade level, participation in this valuable opportunity helps students explore careers and learn more about the rewards of in-demand jobs. Additionally, participating in Career Exploration Week allows the school to:

- Complete action steps and strategies to fulfill One Plan Goals;
- Implement CBI learning outcomes;
- Complete or update Section 4: Postsecondary Transition for student IEPs;
- Provide opportunities for student to demonstrate the 7 habits and the Ohio Means Jobs Career Readiness Skills;
- Fulfill requirements of the At-Risk Student Identification Policy;
- Strengthen community and BAC partnerships;
- Increase student and family engagement;
- Create opportunities to enroll and re-enroll students;
- Plan events and activities.

Twice per year, all schools serving students in grades 4- 12 are expected to plan week-long events and provide classroom instruction/activities that promote Ohio jobs, job readiness and inspire excitement and awareness among students.

6.3c Instructional Delivery Methods and Resources/Materials

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

Instructional Delivery Methods

6.3c

1) Explain in detail the primary, 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.

Twenty-First Century students need to be adaptive, critical thinkers. IAW will engage a variety of instructional delivery methods which will foster collaboration and communication skills among students. The school's model focuses on the students' individual learning styles and ability levels by providing the instructor with opportunities to differentiate instruction. Students are challenged with individualized, standards-based instruction which incorporates all the requirements for the 21st Century citizen. The students are presented with opportunities which develop their skills in the areas of communication and global awareness. Thus, students are trained to be career oriented, as they are taught professional soft skills and participate in career week. Moreover, the students are exposed to successful individuals on a career path in which they may be interested. To remain competitive in an increasingly global, knowledge-based economy, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving.

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

Whole Group Instruction

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

Small Group Instruction

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

Computer Based Learning

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

These delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student’s academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. <https://www.edutopia.org/technology-integration-guide-importance>

The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is

necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

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

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

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

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

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

participate in the school's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

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

Student-Centered Learning

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

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

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

The school's commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices to provide the best possible educational outcome for each student. Madeline Hunter's Essential Elements of Effective Instruction

(EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

EEEI Model

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

Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.
Independent Practice	Causes the student to gain fluency by practicing independently.

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

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

Project Based Learning

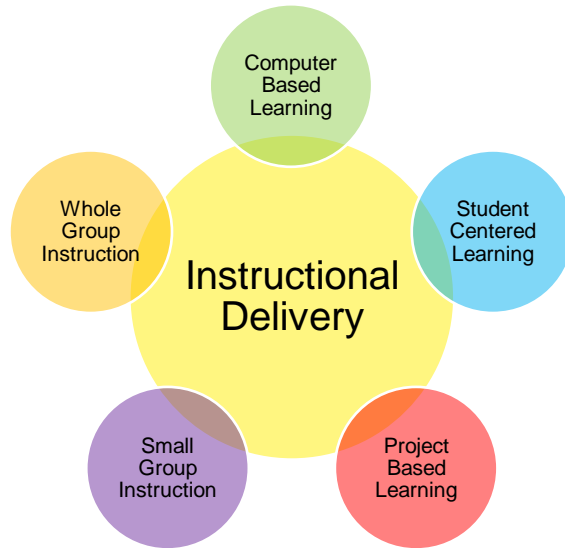
Project Based Learning is paramount in the academic development of students. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

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

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

- Be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- Be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- 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. It positively impacts EL students by allowing students the opportunity to experience learning through creating, as it is kinesthetic. It also fosters student engagement by making lessons relevant. As students recognize the relevance of lessons, a deeper learning experience occurs; thereby, the lessons become meaningful. Moreover, Project Based Learning enhances the learning experience for EL students through collaboration. Collaboration offers peer support by building English vocabulary and speaking the language through discussion and dialogue. <https://www.edutopia.org/blog/supporting-ells-in-pbl-projects-andrew-miller>

Educational Programming

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

Instructional Support



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

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

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

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

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

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

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

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

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

Student Based Learning

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

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

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

Project Based Learning

EEG believes 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);
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- 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>

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

Interventions – Instructional Delivery Practice

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

The Credit Flexibility Policy is non-applicable, as IAW is a K-8 school.

Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology. Refer to Ohio’s Approved Curriculum List for Literacy Materials.
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Curriculum Resources

Academic/Behavioral	TIER 1	TIER 2	TIER 3
Reading/ELA	<i>Into Reading – HMH</i>	<ul style="list-style-type: none"> • Amira • Bridge the Gap (Heggerty) • DreamBox Reading Park and Plus • LLI 	<ul style="list-style-type: none"> • Bridge the Gap (Heggerty) • <i>Wilson Reading System</i> • DreamBox Reading Park and Plus • Amira • Waggle

Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Math	<i>Into Math – HMH</i>	<ul style="list-style-type: none"> • DreamBox 	<ul style="list-style-type: none"> • DreamBox Math • Waggle
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Science	<i>Science Fusion</i>	<ul style="list-style-type: none"> • Amira • Bridge the Gap (Heggerty) • DreamBox Reading Park and Plus • Waggle 	<ul style="list-style-type: none"> • Bridge the Gap (Heggerty) • <i>Wilson Reading System</i> • DreamBox Reading Park and Plus • Amira • Waggle
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers

Social Studies	<i>Studies Weekly</i>	<ul style="list-style-type: none"> • Amira • Bridge the Gap (Heggerty) • DreamBox Reading Park and Plus • Waggle 	<ul style="list-style-type: none"> • Bridge the Gap (Heggerty) • <i>Wilson Reading System</i> • DreamBox Reading Park and Plus • Amira • Waggle 	
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers 	

The Reading/ELA curriculum materials listed are on DEW's "Approved List of Core Curriculum and Instructional Materials."

<https://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/Resources-for-English-Language-Arts/High-Quality-Instructional-Materials-in-English-La/Approved-List-of-Core-Curriculum-and-Instructional>

[STEAM Resource](#)

PLTW Launch

PLTW Gateway

Merge Cubes

[Technological Resources](#)

IAW will have 1:1 student technology.

[CTE Pathways Resource](#)

CBI- <i>Building a Bridge to the Future</i> Paxton Patterson		
Instructional Delivery Methods - Resources/Materials	6.3c	5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
<p>The school's mission and goals, as well as the expectations for student achievement guide the process of maintaining a relevant and up-to-date curriculum and instructional resources. After each year of instruction with the curriculum, teachers and the school administrators will evaluate the effectiveness of the curriculum materials, integrated themes, project-based instruction, and scope and sequence, and will make modifications as necessary to best improve the academic achievement of students. The purpose of the curriculum is to support classroom instruction that leads to achievement of the school's academic goals.</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 the school is not on track to meet the school's academic goals, further analysis will be conducted to determine if the results can be improved with changes to instructional strategies, the curriculum, or other variables. The school will stay apprised of new curriculum and assessment resources to ensure that the best match is made between student needs and the school's resources.</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</p>		

best for their students; therefore, they will be able to generate new curriculum ideas and help identify instructional materials that will be implemented within the school. The Curriculum Advisory Committee will provide a collaborative forum for system level discussions pertaining to curriculum and to inform related policies and procedures. Prior to the committee selecting programs or materials, a rubric will be created to ensure alignment with the state standards and other necessary components are contained within the program. Every program and/or resource will be scored utilizing this rubric.

Annually, the principal will deliver curriculum needs based on the recommendation of the Curriculum Advisory Committee to the Board for approval. The selection of instructional resources will be based on what aligns with the Ohio Learning Standards and the evaluation of the Curriculum Advisory Committee. After a consensus, the instructional items will be brought before the Board for approval. Once the Board approves the instructional resources, the school will proceed with ensuring that the items are ordered in a timely manner. Professional development is then provided to teachers to empower them to effectively utilize the materials.

6.3d Continuous Improvement and Professional Growth

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the Ohio's Improvement Process . Describe the structures and processes to support the improvement planning.
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The continuous improvement plan cycle at IAW provides a tool for identifying needs and establishing a common approach to meeting those needs. The continuous improvement plan will contribute to overall school performance by:

- Establishing an understanding of the “big picture” of School’s current state, including student achievement, school environment, teacher community, parent community, curriculum, technology, and administrative issues;
- Reaching consensus across the school community on which needs represent the highest priorities for action based upon the potential to improve overall student and school performance; and
- Identifying for implementation goals and strategies, including specific targets, indicators and milestones required to address the school’s priorities.

Each one of the teams described below is formed to ensure the following:

- Support staff in delivering interventions as intended and ultimately improving outcomes for students;

- Ensure continuous improvement of fidelity and student outcomes;
- Sustain the intervention over time and across staff.

Teams:

The TBT will meet weekly to discuss their data from their classrooms from classroom data, short and long assessments, pre and post assessments, and state assessments.

The CSLT will meet monthly to discuss and review the data from the TBT as well as the Decision Framework. The team will review all possible data and monitor the OIP.

Processes:

Data is collected first at the classroom level, where it is reviewed by the teacher. The data could include teacher observations, short cycle assessments, end of course tests, pre and post assessments, state assessments and student grades. The teacher will monitor and share the information within TBT meetings. Additionally, the information is shared at CSLT meetings and in review/completion of the decision framework. The teams will then utilize the data from the decision framework, TBT, as well as state assessments to drive the One Plan – to create goals and action steps.

The data from the decision framework and reviewing of the One Plan; the CSLT will work with the Curriculum Director to evaluate the curriculum and the supplemental materials. They will then decide if changes or additions should be implemented in order to help students that are continuing to struggle to meet the standards. The data will pinpoint deficiencies in the curriculum or supplemental materials.

The CSLT will evaluate the OIP Goals quarterly to evaluate the following:

- The effectiveness of the instructional strategies;
- How resources and/or supplemental curriculum are being utilized to meet the goals;
- What additional materials may be needed to reach the goals of the OIP.

The OIP will be reviewed and updated yearly with any changes to action steps that are needed after review of all relevant student data. The CCIP will match/follow the OIP and decision framework. Funds from the CCIP will be utilized in order to reach the goals of the OIP.

The teams are made up of the following: TBT are by subject area and/or by grade levels; CSLT is made up of classroom teachers from various grades, Intervention Specialist, Title I Teacher, Administration staff, Management team staff, Board members and parents are encouraged to participate in CSLT meetings. Evaluation of the team is made by the Administration staff (Director and Management Team) to make sure the data is being reviewed and that it is reflective in the decision framework, OIP and CCIP.

IAW One Plan Goals

- By 06/30/2026, the school will improve the performance of all students in all grades by demonstrating an increase of 14.20% in Reading/Literacy, as measured by the State Report Card - Performance Index.
- By 06/30/2026, the school will improve the performance of all students in all grades by demonstrating an increase of 14.20% in Math, as measured by the State Report Card - Performance Index.
- By 06/30/2026, the school will improve the performance of all students by demonstrating an increase of increase 8.50% in Attendance, as measured by the State Report Card.

<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><input checked="" type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
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The school will utilize OTES 2.0, as outlined by the Ohio Department of Education and Workforce. The following individuals will work collaboratively to conduct evaluations: School Administrator, School Academic Coach, EEG Director of Schools and EEG Director of Curriculum and Instruction. In addition to the required components of the OTES 2.0, the Administrator, serving as the instructional leader, utilizes data collected weekly classroom walkthroughs, one-on-one teacher conferences and data-driven discussions that are meant to provide the teacher with coaching sessions that strengthens they reinforcements and addresses the refinements. Data is an important component of the discussions which enables teachers to reflect more critically on student achievement and instructional delivery deficiencies based on student learning. Part of the coaching process is teaching teachers how to assess, analyze and provide action steps to support all student success. The principal ensures the teacher is participating in TBT meetings and that the meetings are conducted with

fidelity. In addition, instructional practices are evaluated by lesson planning and observing the teacher during walkthrough to ensure that students are mastering the content standards.

Ohio Principal Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input checked="" type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The school's Administrator is evaluated using the model outlined by the Ohio Principal Evaluation System. The adopted system and rubric are utilized in addition to coaching sessions, professional development, and data-driven discussions. This allows the principal and evaluator to analyze the data, which leads to the development of more rigorous practices that improves instructional practices; thereby, leading to higher student achievement. The principal is required to provide foundational evidence of the elements that will lead to school-wide systems that will lead to continuous improvements.</p>		
Local Professional Development Committee	6.3d	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>The school has an established Local Professional Development Committee. The Committee created and implemented its bylaws effective immediately. The bylaws include committee's Vision statement, Mission Statement, Purpose, Criteria for membership, Roles and terms of office and the responsibilities of the Chairperson, Vice chair and the Secretary.</p> <p>Committee Membership consist of licensed teachers from IAW. The representative from the school is elected by the staff and holds the title of LPDC representative for two years. Upon two years of service, the election of another staff member from IAW holding an Ohio license is chosen by a majority vote conducted by the staff and administration within the building.</p>		

The committee member serving IAW 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 IAW. 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 IAW staff lounge upon completion of the meeting. The quorum will approve the teachers IPDP, and the IAW 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 IAW by designating both a Program Coordinator and an assigned mentor to engage in the development and nurturing of the RESA teachers at IAW. 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 IAW are also held accountable to complete the Data Tool sheet, Self-Assessment Tool sheet and the Professional Growth Plan or Goals assigned by DEW. In addition to the RE Program Coordinator, the school will have a trained mentor onsite to provide daily coaching, feedback and assistants to all RE. This person will work collaboratively with the Program Coordinator to ensure that all RE educations are provided with the support necessary to complete the resident educator program with fidelity.

Resident Educator Program	6.3d	7) Discuss implementation of Ohio's Resident Educator Program in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).
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In the first two years of the Resident Educator program, Resident Educators, working collaboratively with their mentor, complete annual requirements through discussions and feedback. The Resident Educators and their mentor collaborate on teacher tasks throughout the school year. The mentor provides ongoing instructional support; using self-assessment and goal setting, demonstrating use of authentic teacher work such as lesson planning, data analysis and assessment for reflection. Year 1 Resident Educators meet individually with their mentor, while in Year 2, the program runs as a cohort to allow for more discussion and reflective thought between the teachers in the program. The mentor acts as a facilitator and guides discussions.

In the third year, Resident Educators work with their Facilitator/Mentor who supports them as they prepare to submit the RESA Lesson Reflection for the RESA. To prepare for this task, the Facilitator meets with each RESA candidate and continues to provide academic support so that the expectations that are required in the Lesson Reflection are being met. At times, the group of Resident Educators meet as a cohort to discuss ways in which to adequately meet the requirements and plan for an effective lesson that addresses all the components of a well-structured lesson as well as lesson delivery. The mentor ensures that all the RESA candidates are well-prepared for the submission of their video and lesson reflection. The candidates are being provided with the mentoring needed for their skill level and support needed. Professional conversations and dialogue are an important key for success for the Year 3 Resident Educators.

Professional Development Plan for Teachers	6.3d	8) Using the Ohio Standards for Professional Development (adopted 2015) , describe the process for how the school will <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. The school will use a blended model of professional development to deliver and support relevant learning opportunities for teachers, as well as all staff. The methods of delivering the programs will include but not be limited to large groups, small groups, individuals, and electronic functions such as development and training through computerized programs, video conferencing, and web-based delivery. The professional development modules are:

- Evidence-based and targeted for success;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of IAW; and
- Synchronous and asynchronous for efficient use of time.

Initially, staff will attend two weeks of professional development prior to the start of the school year to provide in-depth training on our educational model. Throughout the course of the year, staff will receive consistent on-site coaching/mentoring that will provide immediate feedback and assist in developing new skills. To improve the quality of instruction, the teachers will also be provided with this on-going, reflective, and specific feedback to identify strategies and resources for the teacher to incorporate into future lessons to ensure our students are receiving the best possible instruction. This onsite coaching/mentoring will involve modeling of best practices to ultimately develop best teaching practices. These recommendations and commendations will become a part of the teacher's Individual Professional Development Plan. The discussions between the Superintendent/Principal and/or Academic Coach and teacher will focus on an area of strength (reinforcement) and an area of weakness (refinement), which aligns directly with Standard 2 of the Ohio Standards for Professional Development.

As indicated in the Ohio Standards for Professional Development, Standard 1, Teachers will work collaboratively in Professional Learning Communities (PLCs) to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. Teachers will work together in PLCs to develop modules and activities focused on the use of data, literacy, cooperative learning, integration of technology into instruction, familiarity with a variety of learning activities to engage students in higher-order competencies, differentiation of instruction, coaching and mentoring, team teaching, and development and use of assessments to establish uniform coverage and external evaluations.

The principal will utilize various resources to monitor and identify teachers who need additional support, such as, classroom walkthroughs, observations, and evaluations. The academic coach will also be a resource, as the individual will meet with teachers to discuss best practices and strategies. Additionally, the academic coach will evaluate classroom schedules and make recommendations to teachers to maximize instructional time. All indicated resources correlate with Standard 3 of the Ohio Standards for Professional Development. Individualized professional development will then be scheduled for those individuals. The evaluation system is aligned with the state standards for teachers and principals and will provide for multiple evaluation factors, including student academic growth. A written report of the evaluation which assigns a rating will be provided to each individual. A poorly performing principal and teacher will have the ability to partake in professional development to accelerate and continue growth and provided needed support. Improvement Plans are developed in response to ineffective ratings in performance and/or student growth. The Improvement plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the ineffective individuals improve.

In accordance with Standard 4 of the Ohio Standards for Professional Development, each identified group of staff members will be asked to complete written surveys that address in-services, training, and/or information that may be beneficial to them. The survey will collect demographic information such as position, age, years of experience, area(s) of certification/licensure, and educational background. In order to meet the needs of the staff, the next section of the survey will have the respondents' rate items on a Likert Scale. The items will include

such things as behavior management, working with aides/teachers, organizing groups for instruction, meeting the needs of Special Education/ELL/ESOL students, interpreting test data for best use with students, using the computer/media equipment more effectively, working with parents/family members, using mentors for entry year teachers, inclusion, conflict resolution, ethics and professionalism, team building and communication, time management, curriculum and instructional strategies, and final open sections for staff suggestions/comments. A specifically tailored Professional Development program will also be implemented utilizing the highest rated variables from the respondents' surveys. The effectiveness of the professional development program will be evaluated considering the following elements:

- *Reactions to the professional development: Did teachers find the information useful? Did the content make sense?*
- *Participants' Learning: Did teachers meet their intended goals as a result of participation in professional development?*
- *Organization Support and Change: Do the policies and practices of the school support the implementation of new knowledge and skills?*
- *Participants' Use of New Knowledge and Skills: Did teachers use the knowledge and skills gained through the professional development? Is there evidence of implementation?*
- *Student Learning Outcomes: Is there evidence of improved student achievement as a result of teachers' professional development?*

Gathering data to answer these questions may involve direct observation; interviews with the participants, supervisors, and/or students; focus groups; reflective journals; and participants' portfolios. Analysis of data will provide evidence on current levels of goal-attainment and can help restructure future activities.

Targeted and researched professional development will be implemented based on the Ohio Standards for Professional Development to ultimately improve teaching and positively impact student learning. Professional development will be frequent and designed to meet the needs of individual teachers and administrators based on data accumulated and feedback. The ultimate goal of focused professional development is to enhance instruction, thereby accomplishing learning gains.

It is important to foster a culture of self-efficacy among educators. Therefore, it is incumbent on school leadership and management to create an environment which allows teachers to reflect, improve and grow. Targeted professional development is paramount in the development of faculty and staff, as it affects overall academic achievement and school culture.

[Sample Faculty and Staff PD Plan](#)

Topic	Facilitator	Objective
The Effective Elements of Instruction	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of the EEI instructional model and implement in all areas of instruction.
Depth of Knowledge	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of formulating objectives and learning activities based on appropriate levels of difficulty.
Classroom Walkthroughs	Director of Schools /Academic Team	School leaders will become aware of the EEG Classroom walkthrough template and requirements.
Providing Effective Feedback	Director of Schools /Academic Team	School leaders will learn the importance of effective feedback through identification and practice.
Progress Monitoring	Director of Schools /Academic Team	School leaders and teachers will learn how to utilize progress monitoring to assess the effectiveness of instructional delivery and practices.
Special Education	EEG Office for Exceptional Children	School leaders and intervention specialists will demonstrate knowledge of required practices, as mandated by IDEA.

Lucy Calkins Writing Workshop The Writing Revolution	Director of Schools /Academic Team	School leaders and teachers will learn the importance of the integration of writing in every content area and how to implement writing in instruction.	
Short Cycle Assessments	Director of Schools /Academic Team	School leaders and teachers become familiar with various types of short cycle (formative) assessments to check for mastery of objectives during lessons and implement in instructional delivery.	
Data Analysis/Data Informed Instruction	Data and Assessment Coordinator	School leaders and teachers will explore data driven instruction by learning how to effectively analyze data points which affect student achievement. Data points include, but are not limited to the following: <ul style="list-style-type: none"> • Assessment • Attendance • Disciplinary • Student Engagement • Classroom Walkthroughs 	
Exit Slips/Constructed Response	Director of Schools /Academic Team	School leaders and teachers will discover methods of assessing student knowledge by asking open-ended, critical thinking questions.	

Gradebook/ProgressBook	Director of Schools /Academic Team	School leaders and teachers will learn how to navigate Gradebook/ProgressBook for the purpose of recording data.	
Career Based Intervention (CBI)– <i>The Amazing Shake</i>	Director of Career Technical Education	School leaders and teachers will become aware of CBI expectations and receive training on the <i>Ron Clark Academy's Amazing Shake</i> which is used as an additional resource to enhance programming. https://ronclarkacademy.com/national-amazing-shake/	
Career Technical Education	Director of Career Technical Education	School leaders and teachers will receive updates, strategies and best practices to effectively implement Career Technical Education in the schools.	
Graduation Requirements	Director of Career Technical Education	School leaders and teachers will be updated and receive guidance on graduation requirements, seals and pathways required by the Ohio Department of Education and Workforce.	
Curriculum Resources – (<i>If there are new curriculum resources, training will be provided on usage.</i>)	Director of Schools/Academic Team/Vendor	Upon the receipt of new curriculum resources, the school leader and teachers will become knowledgeable of how to effectively use the resources to promote student mastery of learning objectives.	

Mentoring/Teacher Support	Vice President of Teacher Support Services	<p>School leaders will learn valuable information on how to effectively support Resident Educators and veteran teachers.</p> <p>Resident Educators will receive ongoing mentoring and training to complete</p>	
Emulation/ CHAMPs / Classroom Management	Vice President of Teacher Support Services	<p>School leaders and teachers will explore the components of Randy Sprick's Safe and Civil Schools model to foster positive behavior.</p> <p>School leaders and teachers will learn how to integrate Emulation, a positive behavior program used in conjunction with CHAMPs, to build student character and ultimately promote positive culture in the classrooms.</p>	
Character Education/Social Emotional Learning	Director of Schools/Academic Team	School leaders and teachers will demonstrate knowledge on how to integrate social emotional learning standards into character education to foster an environment conducive to learning.	
The Ron Clark Academy House System	Director of Schools/Academic	School leaders and teachers will demonstrate awareness of how to promote schoolwide positive culture by	

	Team/Principals who piloted the program.	engaging all students, teachers, school staff and stakeholders.
EEG Departments <ul style="list-style-type: none"> • Food Service • Communications • Compliance • Finance/Payables • Facilities • Marketing • Community Engagement • Human Resources • Communications • State Reporting 	EEG Executive Team	School leaders will receive departmental updates from EEG team members.

Safety and Compliance Professional Development

The Educational Empowerment Group partners with *PublicSchoolWORKS* to provide federal and/or state-required, trainings. All school staff are required to participate in individual virtual trainings and complete and assessment at the end of each to demonstrate mastery. All staff have a timeline to complete the trainings which can be accessed at any time. Completion of courses are monitored by the Vice President of Compliance and the Vice President of Schools. Professional development courses include but are not limited to the following:

[Safety and Compliance PD Courses](#)

Participant	Requirement	Course
CERTIFIED & CLASSIFIED		
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Brand? Including custom AED policy and locations of AED
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Training Confirmation

All Staff		<u>EEG Training on AED Use</u>	
All Staff	Safety	Back Injury Prevention and Ergonomics	
All Staff	OSHA (1910.1030(g)(2))	Bloodborne Pathogens for School Employees — Full / Refresher	
All Staff	ORC 3313.6023	Cardiopulmonary Resuscitation (CPR)	
All Staff	Liability	Child Abuse and Neglect Mandated Reporting — Ohio	
All Staff	Liability	<u>Continuous Learning</u>	
All Staff	Liability	Cybersecurity Awareness	
All Staff	Title IX	Discriminatory Harassment – Identification and Response	
All Staff	OSHA (1910.38(e)) ORC 3737.73	<u>Emergency Management Plan Curriculum</u>	
All Staff	OSHA (1904.29(b)(2))	Employee Accident & Exposure Reporting	
All Staff	OSHA (1910.157(g)(4))	Fire Safety and Fire-Extinguisher Use	
All Staff	District Request	First Aid - Choking	
All Staff	District Request	First-Aid – Fundamentals	
All Staff	OSHA (1910.1200)	Getting a Safety Data Sheet (SDS)	

All Staff	OSHA (1910.1200)	Hazard Communication for School Employees (Right to Know)
All Staff	SEC. 1512 42 CFR 423.56 SEC 2715	Healthcare Notification
All Staff	OSHA 1910.1030(g)(2))	Hepatitis B Vaccine Consent / Waiver / Request
All Staff	McKinney-Vento Act	Homeless Education - Serving Students under McKinney-Vento
All Staff	Chapter 102 of ORC	Ohio Ethics Law
All Staff	HB66	Reporting Fraud (Ohio)
All Staff	Liability	<u>School Handbook</u>
All Staff	Ohio	School Policies and Procedures
All Staff	Liability	Sexual Harassment
All Staff	Safety	Slips, Trips and Falls Prevention
All Staff	Family Educational Rights and Privacy Act (FERPA)	Student Privacy Rights (FERPA)
All Staff	Title IX	Title IX: Protecting Students and School Employees from Sexual Harassment (General Awareness)
All Staff	OSHA (1910.147)	Lockout/Tagout Awareness
DESIGNATED EMPLOYEES		

Clerical / Office, Counselor / Psych / Therapist, Teacher (Special Education)	OAC 3301-51-04 IDEA 300.123 Part B	Collecting and Using Personally Identifiable Information	
Designated Personnel	Ohio	<u>Medication Administration Curriculum</u>	
Designated Diabetes Personnel	ORC 3313.7112	<u>Diabetes Course Curriculum</u>	
All Staff	OAC 3301-35-15	Restraint and Seclusion (Ohio)	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Additional Information for Coordinators, Investigators and Decision-Makers	
Title IX Personnel	Title IX 34 CFR 106	Title IX: How to Investigate and Adjudicate Formal Complaints	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Informal Resolution Process	
CERTIFIED			
Certified Admin / Staff (K-12)	HB190	Code of Professional Conduct for Educators	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 1 of 5: Preventing Child Abuse and Human Trafficking	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 2 of 5: Depression and Suicide Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 3 of 5: Bullying Prevention	

Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 4 of 5: Prevention of Mental, Emotional and Behavioral Disorders in Students	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 5 of 5: Building Safe and Supportive School Environments	
Certified Admin / Staff (K-12)	OAC 3301-7-01 OAC 3301-13-05	Ohio Ethical Use of Tests	
All Teachers	CIPA (for districts with E- Rate funding)	CIPA Course Curriculum (Student & Teacher Courses)	
Teacher (Phys Ed)	Ohio Pupil Activity Permit	Concussion in Youth Sports — Heads Up	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Chemical Safety	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Science Lab Safety	
CLASSIFIED			
Clerical / Office / Library	District Request	Microsoft Word 2016	
Clerical / Office / Library	District Request	Microsoft Outlook 2016	
Clerical / Office / Library	District Request	Microsoft Excel 2016	
Custodial / Facilities	EPA - AHERA (40CFR Part 763)	Asbestos 2-Hour Training (4-course curriculum)	
Custodial	OSHA (1910.1001)	Asbestos Hazard Awareness	

Custodial / Facilities	OSHA (29 CFR 1910.332)	Electrical Safety
Custodial, Maintenance	Liability	Ladder Safety
Maintenance	OSHA (1910.146(g))	Confined Spaces - Entry Level
Maintenance	OSHA (1910.146(g))	Confined Spaces - Permit Required
Maintenance	OSHA (1910.178)	Forklift Safety
Custodial / Facilities	OSHA	Lockout/Tagout - Authorized Employees
Food Service	7 CFR 210.30	<u>Food Service USDA Curriculum</u>
Food Service	Civil Rights Compliance and Enforcement – Nutrition Programs and Activities #83-1	Civil Rights in Child Nutrition Programs – USDA
Food Service	OAC 3717-1-02.4	Food Safety for Food Handlers including custom food service policies and procedures regarding contamination within course
Food Service Lunchroom Monitor	ORC 3313.815	Heimlich Maneuver Demonstration Confirmation

Specially Assigned Targeted Professional Development

School leaders and teachers receive targeted professional development based on specific areas of refinement, as evidenced by weekly classroom walkthrough data, extemporaneous observations and scheduled evaluations. Specially assigned trainings occur throughout the year for those with identified areas in need of improvement. The trainings may occur on-site, virtually or out-of-state.

Professional Development Plan for School Leaders

6.3d

9) Using the [Ohio Standards for Principals](#), describe how the school will *develop, implement, and evaluate* 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.

Professional development for school leaders will be collaborative, individual and ongoing utilizing innovative methods to sharpen skills and increase efficacy. The methods of delivering the programs will include, but not be limited to large groups, small groups, individuals, and electronic functions such as development and training through computerized programs, video conferencing, and web-based delivery. The professional development modules are:

- Evidence-based and targeted for success;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of IAW; and
- Synchronous and asynchronous for efficient use of time.

Targeted and researched professional development will be implemented based on the Ohio Standards for Professional Development to ultimately improve teaching and positively impact student learning. Professional development will be frequent and designed to meet the needs of individual teachers and administrators based on data accumulated and feedback. The ultimate goal of focused professional development is to enhance instruction, thereby accomplishing learning gains.

The school leader will participate in various professional development workshops specifically designed exclusively for school administrative staff. (Principal, Vice-Principal/Academic Dean and Academic Coach).

School Leaders

During the summer, the Educational Empowerment Group facilitates training at the Annual Principal Leadership Bootcamp. During this event, school leadership teams receive professional development on the following:

- Establishing and Implementing the School's Mission and Vision
- Promoting a Positive School Culture

- Engaging with Stakeholders and the Community
- Instructional Leadership
- Data Driven Instruction
- Federal Programs
- Special Education
- Career-Based Intervention
- Marketing/Enrollment
- Specialized departmental training from the EEG team.

School leaders also received specialized, leadership mentoring and training throughout the year. In addition to the summer training, school leaders receive professional development monthly during scheduled meetings. The Administrator, Academic Coach and Dean of Students have separate meetings to discuss crucial information pertinent to their jobs. They share best practices and strategies to foster success. The Educational Empowerment Group has partnered with Grand Canyon University to provide specific professional development to enhance teaching and learning through virtual and on-site training. Moreover, the Educational Empowerment Group sponsors professional development through The Ron Clark Academy for school leaders and teachers throughout the year. The following professional development plans illustrate a comprehensive list of professional development topics conducted on a yearly basis. Additionally, refresher courses are offered within the school year based on communicated need, classroom walkthrough data and observations.

[Sample Faculty and Staff PD Plan](#)

Topic	Facilitator	Objective
The Effective Elements of Instruction	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of the EEI instructional model and implement in all areas of instruction.
Depth of Knowledge	Director of Schools /Academic Team	School leaders and teachers will demonstrate knowledge of formulating objectives and learning activities based on appropriate levels of difficulty.

Classroom Walkthroughs	Director of Schools /Academic Team	School leaders will become aware of the EEG Classroom walkthrough template and requirements.
Providing Effective Feedback	Director of Schools /Academic Team	School leaders will learn the importance of effective feedback through identification and practice.
Progress Monitoring	Director of Schools /Academic Team	School leaders and teachers will learn how to utilize progress monitoring to assess the effectiveness of instructional delivery and practices.
Special Education	EEG Office for Exceptional Children	School leaders and intervention specialists will demonstrate knowledge of required practices, as mandated by IDEA.
Lucy Calkins Writing Workshop The Writing Revolution	Director of Schools /Academic Team	School leaders and teachers will learn the importance of the integration of writing in every content area and how to implement writing in instruction.
Short Cycle Assessments	Director of Schools /Academic Team	School leaders and teachers become familiar with various types of short cycle (formative) assessments to check for mastery of objectives during lessons and implement in instructional delivery.

Data Analysis/Data Informed Instruction	Data and Assessment Coordinator	<p>School leaders and teachers will explore data driven instruction by learning how to effectively analyze data points which affect student achievement. Data points include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Assessment • Attendance • Disciplinary • Student Engagement • Classroom Walkthroughs 	
Exit Slips/Constructed Response	Director of Schools /Academic Team	School leaders and teachers will discover methods of assessing student knowledge by asking open-ended, critical thinking questions.	
Gradebook/ProgressBook	Director of Schools /Academic Team	School leaders and teachers will learn how to navigate Gradebook/ProgressBook for the purpose of recording data.	
Career Based Intervention (CBI)– <i>The Amazing Shake</i>	Director of Career Technical Education	<p>School leaders and teachers will become aware of CBI expectations and receive training on the <i>Ron Clark Academy's Amazing Shake</i> which is used as an additional resource to enhance programming.</p> <p>https://ronclarkacademy.com/national-amazing-shake/</p>	

Career Technical Education	Director of Career Technical Education	School leaders and teachers will receive updates, strategies and best practices to effectively implement Career Technical Education in the schools.
Graduation Requirements	Director of Career Technical Education	School leaders and teachers will be updated and receive guidance on graduation requirements, seals and pathways required by the Ohio Department of Education and Workforce.
Curriculum Resources – <i>(If there are new curriculum resources, training will be provided on usage.)</i>	Director of Schools/Academic Team/Vendor	Upon the receipt of new curriculum resources, the school leader and teachers will become knowledgeable of how to effectively use the resources to promote student mastery of learning objectives.
Mentoring/Teacher Support	Vice President of Teacher Support Services	School leaders will learn valuable information on how to effectively support Resident Educators and veteran teachers. Resident Educators will receive ongoing mentoring and training to complete
Emulation/ CHAMPs / Classroom Management	Vice President of Teacher Support Services	School leaders and teachers will explore the components of Randy Sprick's Safe and Civil Schools model to foster positive behavior. School leaders and teachers will learn how to integrate Emulation, a positive behavior program used in conjunction with

		CHAMPs, to build student character and ultimately promote positive culture in the classrooms.
Character Education/Social Emotional Learning	Director of Schools/Academic Team	School leaders and teachers will demonstrate knowledge on how to integrate social emotional learning standards into character education to foster an environment conducive to learning.
The Ron Clark Academy House System	Director of Schools/Academic Team/Principals who piloted the program.	School leaders and teachers will demonstrate awareness of how to promote schoolwide positive culture by engaging all students, teachers, school staff and stakeholders.
EEG Departments <ul style="list-style-type: none"> • Food Service • Communications • Compliance • Finance/Payables • Facilities • Marketing • Community Engagement • Human Resources • Communications • State Reporting 	EEG Executive Team	School leaders will receive departmental updates from EEG team members.
Safety and Compliance Professional Development		

The Educational Empowerment Group partners with *PublicSchoolWORKS* to provide federal and/or state-required, trainings. All school staff are required to participate in individual virtual trainings and complete and assessment at the end of each to demonstrate mastery. All staff have a timeline to complete the trainings which can be accessed at any time. Completion of courses are monitored by the Vice President of Compliance and the Vice President of Schools. Professional development courses include but are not limited to the following:

Safety and Compliance PD Courses

Participant	Requirement	Course
CERTIFIED & CLASSIFIED		
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Brand? Including custom AED policy and locations of AED
All Staff	ORC 3313.6023 / ORC 3313.717	AED Use - Training Confirmation
All Staff		<u>EEG Training on AED Use</u>
All Staff	Safety	Back Injury Prevention and Ergonomics
All Staff	OSHA (1910.1030(g)(2))	Bloodborne Pathogens for School Employees — Full / Refresher
All Staff	ORC 3313.6023	Cardiopulmonary Resuscitation (CPR)
All Staff	Liability	Child Abuse and Neglect Mandated Reporting — Ohio
All Staff	Liability	<u>Continuous Learning</u>
All Staff	Liability	Cybersecurity Awareness
All Staff	Title IX	Discriminatory Harassment – Identification and Response

All Staff	OSHA (1910.38(e)) ORC 3737.73	<u>Emergency Management Plan Curriculum</u>	
All Staff	OSHA (1904.29(b)(2))	Employee Accident & Exposure Reporting	
All Staff	OSHA (1910.157(g)(4))	Fire Safety and Fire-Extinguisher Use	
All Staff	District Request	First Aid - Choking	
All Staff	District Request	First-Aid – Fundamentals	
All Staff	OSHA (1910.1200)	Getting a Safety Data Sheet (SDS)	
All Staff	OSHA (1910.1200)	Hazard Communication for School Employees (Right to Know)	
All Staff	SEC. 1512 42 CFR 423.56 SEC 2715	Healthcare Notification	
All Staff	OSHA 1910.1030(g)(2))	Hepatitis B Vaccine Consent / Waiver / Request	
All Staff	McKinney-Vento Act	Homeless Education - Serving Students under McKinney-Vento	
All Staff	Chapter 102 of ORC	Ohio Ethics Law	
All Staff	HB66	Reporting Fraud (Ohio)	
All Staff	Liability	<u>School Handbook</u>	
All Staff	Ohio	School Policies and Procedures	
All Staff	Liability	Sexual Harassment	

All Staff	Safety	Slips, Trips and Falls Prevention	
All Staff	Family Educational Rights and Privacy Act (FERPA)	Student Privacy Rights (FERPA)	
All Staff	Title IX	Title IX: Protecting Students and School Employees from Sexual Harassment (General Awareness)	
All Staff	OSHA (1910.147)	Lockout/Tagout Awareness	
DESIGNATED EMPLOYEES			
Clerical / Office, Counselor / Psych / Therapist, Teacher (Special Education)	OAC 3301-51-04 IDEA 300.123 Part B	Collecting and Using Personally Identifiable Information	
Designated Personnel	Ohio	<u>Medication Administration Curriculum</u>	
Designated Diabetes Personnel	ORC 3313.7112	<u>Diabetes Course Curriculum</u>	
All Staff	OAC 3301-35-15	Restraint and Seclusion (Ohio)	
Title IX Personnel	Title IX 34 CFR 106	Title IX: Additional Information for Coordinators, Investigators and Decision-Makers	
Title IX Personnel	Title IX 34 CFR 106	Title IX: How to Investigate and Adjudicate Formal Complaints	
	Title IX 34 CFR 106	Title IX: Informal Resolution Process	

Title IX Personnel			
CERTIFIED			
Certified Admin / Staff (K-12)	HB190	Code of Professional Conduct for Educators	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 1 of 5: Preventing Child Abuse and Human Trafficking	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 2 of 5: Depression and Suicide Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 3 of 5: Bullying Prevention	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 4 of 5: Prevention of Mental, Emotional and Behavioral Disorders in Students	
Certified Admin / Staff (K-12)	ORC 3319.073 (HB 276, 1, 19)	ORC 3319.073 Module 5 of 5: Building Safe and Supportive School Environments	
Certified Admin / Staff (K-12)	OAC 3301-7-01 OAC 3301-13-05	Ohio Ethical Use of Tests	
All Teachers	CIPA (for districts with E-Rate funding)	CIPA Course Curriculum (Student & Teacher Courses)	
Teacher (Phys Ed)	Ohio Pupil Activity Permit	Concussion in Youth Sports — Heads Up	
Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Chemical Safety	

Teacher (Science Lab)	OSHA (1910.1450(f)(2))	Science Lab Safety	
CLASSIFIED			
Clerical / Office / Library	District Request	Microsoft Word 2016	
Clerical / Office / Library	District Request	Microsoft Outlook 2016	
Clerical / Office / Library	District Request	Microsoft Excel 2016	
Custodial / Facilities	EPA - AHERA (40CFR Part 763)	Asbestos 2-Hour Training (4-course curriculum)	
Custodial	OSHA (1910.1001)	Asbestos Hazard Awareness	
Custodial / Facilities	OSHA (29 CFR 1910.332)	Electrical Safety	
Custodial, Maintenance	Liability	Ladder Safety	
Maintenance	OSHA (1910.146(g))	Confined Spaces - Entry Level	
Maintenance	OSHA (1910.146(g))	Confined Spaces - Permit Required	
Maintenance	OSHA (1910.178)	Forklift Safety	
Custodial / Facilities	OSHA	Lockout/Tagout - Authorized Employees	
Food Service	7 CFR 210.30	<u>Food Service USDA Curriculum</u>	

Food Service	Civil Rights Compliance and Enforcement – Nutrition Programs and Activities #83-1	Civil Rights in Child Nutrition Programs – USDA	
Food Service	OAC 3717-1-02.4	Food Safety for Food Handlers including custom food service policies and procedures regarding contamination within course	
Food Service Lunchroom Monitor	ORC 3313.815	Heimlich Maneuver Demonstration Confirmation	
Specially Assigned Targeted Professional Development			
<p>School leaders and teachers receive targeted professional development based on specific areas of refinement, as evidenced by weekly classroom walkthrough data, extemporaneous observations and scheduled evaluations. Specially assigned trainings occur throughout the year for those with identified areas in need of improvement. The trainings may occur on-site, virtually or out-of-state.</p>			
School Calendar	6.3.1	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.	
<u>School Calendar</u>			

Innovation Academy West

2023-2024 School Calendar

August 2023							September 2023							October 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

November 2023							December 2023							January 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			

February 2024							March 2024							April 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3						1	2		1	2	3	4	5	6
4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				

May 2024							June 2024							July 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			

 School Closed
 PD Professional Development (No School for Students)
 End of the Quarter
 Parent Teacher Conferences
 First and Last Day of School

- | | | | |
|-----------|---|--------------|---|
| Aug 8-18 | Planning/Professional Development Days | Dec 18 - Jan | Winter Break - No School |
| Aug 21 | First Day of School for students | Jan 12 | End of 2nd Qtr-39 Instructional Days-253.5 Instructional Hrs. |
| Sep 4 | Labor Day - Closed | Jan 15 | MLK Day - No School |
| Oct 11 | Professional Development (No School for Students) | Feb 7 | Professional Development - (No School for Students) |
| Oct 27 | End of 1st Qtr-48 Instructional Days-312 Instructional Hrs. | 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 15 | End of 3rd Qtr-41 Instructional Days-266.5 Instructional Hrs. |
| Nov 21 | Parent Teacher Conferences - 4:00pm - 7:00pm | Mar 18-22 | Spring Break - No School |
| Nov 22 | Parent Teacher Conferences - 8:00am - Noon - No Students | Mar 29 | Good Friday - No School |
| Nov 23-24 | Thanksgiving Break - No School | May 23 | Last Day of School-End of 4th Qtr-45 Instructional Days-292.5 |
| | | May 24 | Staff Last Day |

13 Professional Development Days 1,124.5 Instructional Hours
 173 Instructional Days 6.5 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.

Grades	7:30- 8:40	8:45 – 10:45	10:45-11:30	11:30 – 11:50	11:50 – 12:20	12:25 – 12:55	1:00 -1:45	1:50 – 3:20	3:35		Grades	8:45 – 9:00	9:00– 10:30	10:30– 11:45	11:45- 12:05	12:05-1:15	1:15- 2:25	2:25– 3:30	3:30-3:35	
K Grade	(Early) Arrival/ Breakfast/Assembly & Announcements	ELA	Science/SS	Lunch	Recess	Character Ed /7 Habits /Essential 55	Special Teacher Planning / TBT	Math	Dismissal		ALL HR	Attendance & Check in	AMIRA &		Teacher Lunch & Monitoring	5 th Grade Social Studies	5 th Grade Special	5 th Grade Science	Dismissal from HR	Dismissal
1 st Grade	(Early) Arrival/ Breakfast/Assembly & Announcements	ELA	Science/SS	Lunch	Recess	Character Ed /7 Habits /Essential 55	Special Teacher Planning / TBT	Math	Dismissal		5 th Grade	Attendance & Check in	5 th Grade Math	5 th Grade ELA	Teacher Lunch & Monitoring	5 th Grade Social Studies	5 th Grade Special	5 th Grade Science	Dismissal from HR	Dismissal
2 nd Grade	(Early) Arrival/ Breakfast/Assembly & Announcements	ELA	Science/SS	Lunch	Recess	Character Ed /7 Habits /Essential 55	Special Teacher Planning / TBT	Math	Dismissal		6 th Grade	Attendance & Check in	6 th Grade Science	6 th Grade ELA	Teacher Lunch & Monitoring	6 th Grade Special	6 th Grade Social Studies	6 th Grade Math	Dismissal from HR	Dismissal
3 rd Grade	(Early) Arrival/ Breakfast/Assembly & Announcements	ELA	Science/SS	Lunch	Recess	Character Ed /7 Habits /Essential 55	Special Teacher Planning / TBT	Math	Dismissal		7 th Grade	Attendance & Check in	7 th Grade ELA	7 th Grade Social studies	Teacher Lunch & Monitoring	7 th Grade Science	7 th Grade Math	7 th Grade Special	Dismissal w/ SUB or Specials Cafeteria	Dismissal
4 th Grade	(Early) Arrival/ Breakfast/Assembly & Announcements	ELA	Science/SS	Lunch	Recess	Character Ed /7 Habits /Essential 55	Special Teacher Planning / TBT	Math	Dismissal		8 th Grade	Attendance & Check in	8 th Grade ELA	8 th Grade Special	Teacher Lunch & Monitoring	8 th Grade Math	8 th Grade Science	8 th Grade Social Studies	Dismissal Cafeteria	Dismissal

SPECIALS	Computer/ Library Reading	Art	PE	Test Prep Reading	Test Prep Math
Monday	1 st	4 th	K	3 rd	2 nd
Tuesday	2 nd	K	1 st	4 th	3 rd
Wednesday	3 rd	1 st	2 nd	K	4 th
Thursday	4 th	2 nd	3 rd	1 st	K
Friday	K	3 rd	4 th	2 nd	1 st

6.3e Prevention and Intervention Policy

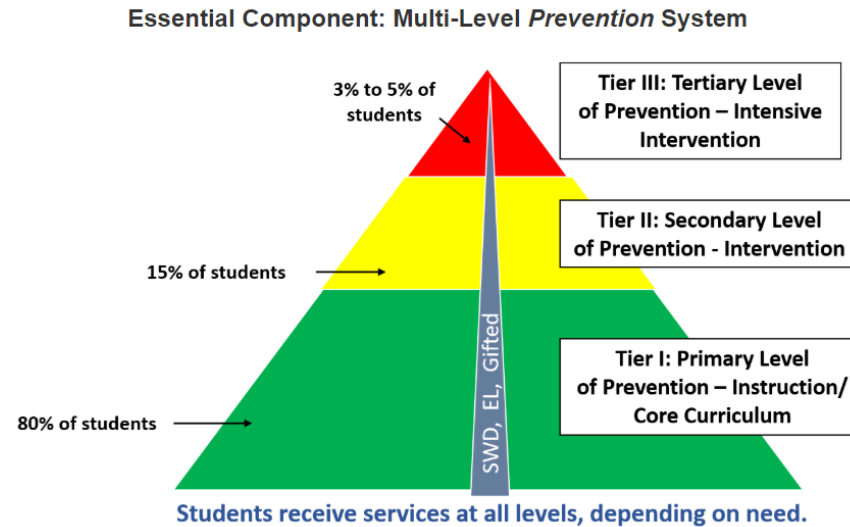
A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-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 ALL students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
<p>Innovation Academy West appeals to those who thrive in a rigorous, motivational school setting in which the positive culture aids in fostering academic growth and development. Every instructional and behavioral strategy is designed to champion achievement. Further, the school draws at-risk students. At-Risk students can be defined as those who have characteristics which can have a direct impact on learning and ultimately affect graduation from high school. Characteristics include but is not limited to the following:</p> <ul style="list-style-type: none"> • Learning disability or illness; • Traumatic experiences; • Below proficient or grade level; • Economically disadvantaged; • Language barrier. <p>Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive Multi-Tiered System of Supports (MTSS). The MTSS framework will be utilized to address the academic, social, emotional and behavior needs of the students. The school will identify students at risk for poor learning outcomes based on various factors, monitor</p>		

student progress, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and identify students with learning disabilities. MTSS encompasses the following three tiers of intervention:

MTSS Intervention



The NWEA/MAP system will manage MTSS programs through a tiered assessment and instruction framework allowing teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions. Moreover, teachers will employ necessary measures relative to SEL and behavior supports.

Identification of English Language Learners

The school will meet all state and federal requirements regarding English Language Learners according to The Provision of an Equal Education Opportunity to Limited English Proficient Students (1992), the U.S. Department of Education, and Office for Civil Rights. Upon enrollment, the school will identify all students whose primary or home language is other than English. The school will utilize the Language Usage Survey to identify these students. The enrollment coordinator will refer the student to our English for Speakers of Other Languages

(ESOL) test administrator for assessment. When the identified language is something other than English, the student is further assessed using the Ohio English Language Proficiency Screener (OELPS).

Assessment of English Language Learners

The Ohio English Language Proficiency Screener (OELPS) assesses one's ability to read, write, speak, listen and comprehend the English language. This assessment will assist the school in assessing both academic and social language skills. The results of this assessment are used to guide the design of the educational programming to ensure a student becomes English proficient. The OELPS also allows the school to measure progress with regards to English proficiency. Students determined to be English Language Learners will also be registered to take the Ohio English Language Proficiency Assessment (OELPA). Students must continue to participate in this assessment until they meet criteria established by the State of Ohio.

NWEA/MAP offers personalized learning for ELL students. Upon the analysis of assessment data, student profiles are created to provide teachers with more information regarding ELL student academic performance and growth/rate of improvement. Moreover, benchmark reports are provided to compare an ELL student with other ELL peers, giving the teacher these benefits:

- Identify ELL students whose academic issues are broader than English Language Proficiency; *(Is the learning difference due to language difference or something else?)*
- Informs teachers of the average rate of improvement to expect for an ELL student in reading;
- Show student performance and growth relative to their ELL peers for better intervention and progress monitoring;
- More closely connect English Language Proficiency and academic outcomes.

These report profiles offer information used to assist in the accurate evaluation of the academic performance and progress of students who are not proficient in English, taking into account their language proficiency level and grade level.

Programming for English Language Learners

Programming is highly individualized depending on area(s) of need. The district team, along with the parent, convenes to discuss the results of the OELPA. The team then discusses how the needs will be met in the classroom or pull-out environment, how much time is necessary to adequately address the need and how progress will be monitored. The team also considers carryover of skills into all environments. In instances where the student is learning English in a pull-out environment, additional services will be provided within the classroom to ensure the skills are carried over into the student's typical learning environment.

Teachers of students identified as English Language Learners ensure that material is presented both orally and visually. Providing accommodations, such as guided notes or English words/pictures paired with the student's primary language (i.e., Spanish) words/pictures, to enhance the learning environment occurs to ensure the student is accessing the general education curriculum.

Identification of Students who are At-Risk of Academic Failure

The school will focus on students' assets which include their backgrounds and prior experiences, varied teaching strategies and meaningful learning in a very collaborative setting. However, it is understood that many students are at-risk of academic failure. Therefore, the school will identify students who are at-risk of failure through the MTSS program established within the school. The school has implemented early warning systems aimed at identifying struggling students before they fail and targeting resources to specific problems identified, including student attendance, behavior, and academic performance. Once a student is identified as needing extra support, Intervention Assistance Teams (IAT) develops an action plan, connects the student to resources and monitors progress. IAT meet weekly to discuss these students and the continually work on the plan for helping the student overcome obstacles impeding his/her progress.

Assessment of Students At-Risk of Academic Failure

The NWEA/MAP system will manage MTSS programs through a tiered assessment and instruction framework allowing teachers to screen all students using valid and reliable assessments, monitor the effects of their interventions, and make important data-driven decisions. In addition, instructors will administer short cycle assessments and progress monitor to evaluate the academic progress of students who demonstrate academic deficits.

Programming for Students At-Risk of Academic Failure

The regular education teacher will ensure that Tier I interventions for any student will be implemented within the classroom by using adaptations and accommodations to the curriculum. Students who show a need for interventions beyond what the classroom teacher is providing will be referred to The Intervention Assistance Team (IAT). The IAT will meet regularly to formulate an education plan for all Tiered II students providing leveled supports and interventions. These may include tutoring, mentoring, and referrals to after-school programs and other organizations. The IAT will dictate timelines for monitoring the interventions. If it is determined that the interventions are not rectifying the issue, the student will be referred to the multi-disciplinary team to determine if he or she has issues that would dictate Tier III interventions that require and IEP or a 504 plan.

Identification and Assessment of Academically Advanced or Gifted Students

Upon enrollment in the school, the enrollment coordinator will obtain information from the parent/guardian or school of previous enrollment on the placement of a student in a gifted program. Students may be identified as gifted in the following areas: superior cognitive ability, specific academic ability, creative thinking ability or visual and performing arts.

Students will be identified as having a superior cognitive or creative thinking ability based on the results of the Wechsler Intelligence Scale for Children – Fourth Edition. Students are identified as being academically advanced or gifted in a specific academic area based on the results of the Wechsler Individual Achievement Test – Third Edition. Students are identified as being gifted in the area of visual and performing arts based on the results of an established rubric which scores performance visual art/music/drama/dance performance.

Programming for Academically Advanced or Gifted Students

Once a student has been identified as academically advanced or gifted, a program is individualized to meet the student's needs. This may include providing additional supports both in and out of the student's traditional classroom to ensure he/she is appropriately challenged. Students will be assessed through multiple measures to ensure that every student is making academic progress. This data will be used to drive Multi-Tiered System of Supports (MTSS). The MTSS framework will be utilized to address the academic, social, emotional and behavior needs of the students. The school will identify students at risk for poor learning outcomes based on various factors, monitor student progress, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and identify students with learning disabilities. MTSS encompasses the following three tiers of intervention:

Tier I: Tier I is inclusive of all students for early identification and involves core content instruction. Teachers practice instructional delivery methods as they would in any general classroom setting, such as differentiation, rigor and evidence-based strategies. General education progress monitoring occurs through formative instructional practices, along with the utilization of core programs, adjustments through small group instruction, peer-to-peer learning and computer-based learning materials.

Tier II: This tier involves monitor at-risk students more frequently to evaluate the effectiveness of instructional changes. Further, detected skill deficiencies are addressed through focused small group instruction, one-on-one instruction or curricular software. Academic and/or behavior supports are provided as needed. Additional assessments may be administered to further identify specific areas of strengths and weaknesses.

Tier III: Tier III is comprised of writing individualized, annual goals, conducting intensive progress monitoring, and documenting the effectiveness of interventions for those who need intensive instructional, social, emotional and/or behavioral services.

Curriculum Intervention Resources

Academic/Behavioral	TIER 1	TIER 2	TIER 3
Reading/ELA	<i>Into Reading – HMH</i>	<ul style="list-style-type: none"> • Amira • Bridge the Gap (Heggerty) • DreamBox Reading Park and Plus • LLI 	<ul style="list-style-type: none"> • Bridge the Gap (Heggerty) • <i>Wilson Reading System</i> • DreamBox Reading Park and Plus • Amira
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Math	<i>Into Math – HMH</i>	<ul style="list-style-type: none"> • DreamBox 	<ul style="list-style-type: none"> • DreamBox Math
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers
Science	<i>Science Fusion</i>	<ul style="list-style-type: none"> • Amira • Bridge the Gap (Heggerty) • DreamBox Reading Park and Plus 	<ul style="list-style-type: none"> • Bridge the Gap (Heggerty) • <i>Wilson Reading System</i> • DreamBox Reading Park and Plus • Amira
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers

Social Studies	<i>Studies Weekly</i>	<ul style="list-style-type: none"> • Amira • Bridge the Gap (Heggerty) • DreamBox Reading Park and Plus 	<ul style="list-style-type: none"> • Bridge the Gap (Heggerty) • <i>Wilson Reading System</i> • DreamBox Reading Park and Plus • Amira
Social Emotional Learning (SEL)	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Peer Mediation • Weekly small group sessions 	<ul style="list-style-type: none"> • PBIS • Restorative Practices • Counseling • One-on-One intervention 	<ul style="list-style-type: none"> • PBIS • Counseling • Behavior meetings • Collaboration with physical or mental health providers

Behavior Interventions

The school will employ a variety of actions to ensure students are learning in a safe environment. Moreover, the school climate will reflect positivity, whereby students take ownership of their actions and overall school success. Students must have a voice and feel they are a valuable contribution to the atmosphere of the school. Positive behavior supports and restorative practices will be implemented as a collaborative approach to accomplish behavior expectations.

Positive Behavior Supports

The school has implemented school-wide Positive Behavior Intervention Supports. School-wide PBIS is a Level 1 strategy in Ohio's Evidence Based Clearing House, making it highly effective and most likely to bring positive change to students. A targeted focus will be launched to implement Positive Behavior Interventions and Supports to further promote positive behavior among students. It has been determined that effective (PBIS) is the foundation for desired positive academic and behavioral outcomes throughout the school.

In order to establish an orderly, engaged, supportive, and positive school culture, a universal and tiered PBIS program needs to be in place. Tier One includes strategies that promote universal prevention, Tier Two is targeted prevention and Tier Three is specialized prevention. With respect to the discovery of the root causes of areas of concern of the school, the team examined areas of precedence which would influence student achievement. It has been determined that if the basic necessities of students are not met, the likelihood of increased student achievement is decreased. Emotional, physiological and safety needs must be considered before expecting student success in

areas of behavior and academics. Thus, in consideration of the effective implementation of school wide PBIS, the aforementioned strategy will be utilized to promote this endeavor.

The employment of school-wide Positive Behavior Interventions and Supports is highlighted in the Ohio's Evidence-Based Clearing House as a Level 1 strategy. Therefore, it is proven to help create a positive school climate. A tiered PBIS has been identified as an efficient method of application:

Tier 1 – Universal Interventions

Tier 2 – Targeted Interventions

Tier 3 – Intensive Interventions

Utilizing this strategy will afford us the opportunity to progress in our efforts to create, implement, and monitor a successful program that assists in increasing attendance, a decrease in referrals, and creates a healthy relationship with parents and community.

There are a variety of factors that contribute to a school's culture, which subsequently affects student achievement. Location, neighborhood culture, socioeconomic status, instructional methods, student diversity, and school administration and staff are just a few factors that impact school culture. One way to address the variety of needs of students and barriers of a positive school culture is to implement school wide Positive Behavior Intervention Supports.

With a formal, systematic and explicit program in place, at-risk students will be better able to succeed in a rigorous learning environment that supports their hierarchy of needs, while also engaging our parents and community with the school to assist in providing more enriched opportunities and resources. A structured PBIS program will serve as a foundation for enriching the school as a whole, in addition to family and community engagement programs.

Fostering a positive climate directly corresponds with the decrease of behavior referrals, as academic achievement cannot be realized if the classroom is not a safe and nurturing environment. The goal of each classroom teacher is to have no more than 2 referrals per week. In addition, for every negative adult-to-student encounter, there should be three positive adult-to-student encounters. As positive behavior strategies are implemented, the expectation is to decrease behavior referrals and ultimately end out-of-school suspensions. Decreased disciplinary referrals will promote a culture where students feel accepted and validated, thus contributing to a positive school climate. Increased professional development will allow the proper factors which influence negative behavior and solutions to remedy the issues.

Referrals and suspensions and the correct use of the PBIS system will be monitored by the building Administration. Administration will be responsible for creating school-wide interventions, as well as classroom interventions as needed, to ensure that students are making positive choices and that they are exhibiting positive character traits as supported by our PBIS program. Referral/suspension data will be analyzed at the end of each month, and specific patterns in misconduct related to repeated behavior infractions by same students, will be assessed to ensure that our students' specific needs are being met, and that the pattern of misconduct is decreased.

Decreased Chronic Absenteeism: With a large number of students that tend to arrive to school tardy as well as students who exhibit a pattern of repeated absences, a targeted goal to ensure these issues are being addressed is important for the success of the program. The Attendance Committee will be responsible for contacting and communicating with families, providing interventions, re-establishing partnerships that provide student services, creating individual student goals and ensuring the teachers are using PBIS. Administration will oversee the committee to ensure its effectiveness. If the benchmarks are not being met, a further analysis of the interventions provided, and strategies utilized will be assessed to ensure that an increase in student attendance and decrease in student tardiness is evident. Professional Development for teachers on chronic absenteeism and other interventions will be employed. With a concentrated effort on PBIS, the developed culture and climate will assist in meeting this goal as well.

Decreased Referral Rates: The goal of decreasing the number of referrals and suspensions plays a large role in ensuring that we are meeting the specific needs of our students. The weekly referral benchmark, per teacher, will consist of no more than 10 student referrals per week.

PBIS is a framework for intervention and instruction and with CHAMPs, we can teach and reinforce appropriate behavior instead of only punishing misbehavior. The school utilizes Randy Sprick's CHAMPs as a behavior management practice. Training in CHAMPs is implemented over the summer to ensure all staff are prepared to implement the practice in the Fall. Throughout the year, professional development continues to refine the CHAMPs practices. Weekly classroom walkthroughs will be conducted by Administration and EEG to ensure proper utilization of CHAMPs as a classroom management tool. Individual teacher data will be reviewed monthly through the EMPOWER Warehouse (data collection site) to ensure all staff are using CHAMPs effectively and when additional training will need to be provided for those who require it. The overall goal of the CHAMPs classroom management system is to develop an instructional structure in which students are responsible, motivated, and highly engaged in the specific task. CHAMPs is an acronym that clearly and concisely establishes student expectations and behaviors during any type of instruction, transition, or activity.

In addition to the above, effective and frequent communication with parents is essential on the success of the student, as well as the school. Staff contact parents on a monthly basis providing updates on student progress, behaviors, barriers to success and academic

progress. Communication to parents can consist in in-person meetings, conference calls, emails and/or letters. In addition, students and their mentor teacher meet weekly to discuss their success plan to ensure they are making adequate progress.

Restorative Practices

In alignment with the 5 skills of restorative practices (Relationship, Respect, Responsibility, Repair and Reintegration), teachers and staff will forge positive relationships with the students. Social Emotional Learning will be integrated into academics to assist with becoming aware of each student as an individual. Norms will be implemented and communicated for the instructional day, and the positive behavior intervention system will foster respect and responsibility through a team effort. Positive accountability among students and staff members will motivate students to make right choices. When students exhibit unacceptable behavior, teachers, administration and student leaders will assist them with taking responsibility, repairing the relationship and reintegration. Conferences with the student will occur, and goals and action steps will be formulated to resolve the issue. Students will take ownership of their behavior by reflecting, refocusing and demonstrating and understanding of the impact of their behavior.

Disciplinary Consequences

Disciplinary consequences will be implemented based on the nature of the infraction. Students and parents will become cognizant of disciplinary practices and consequences through student orientation and the student handbook. The school will take every measure to ensure students are able to remain in school to accomplish academic goals, while ensuring the school is safe. When the safety of the faculty, staff and/or students is in jeopardy, the threat will be removed from the school building.

Social and Emotional Supports and Interventions

The Educational Empowerment Group has a division dedicated to Social and Emotional Learning. The mission, vision and core values are as follows:

Mission - To elevate the experience of our diverse school communities by engaging them in the learning and application of life-long social and emotional learning skills that promote equity, excellence, and empowerment for holistic success in life.

Vision - To meet each student's academic, social, and emotional needs; build community; and provide a safe, inclusive, culturally responsive, and equitable learning environments where students can learn, excel and develop greater self-awareness. Students and staff will feel safe, valued, respected, and encouraged to be compassionate and critical thinkers who are motivated to pursue their dreams, and acquire lifelong self-management skills to face new challenges.

Core Beliefs

- Social and emotional learning is dynamic and developmental.

- Academic learning is intricately linked with social and emotional learning.
- A sense of physical and emotional safety and a sense of belonging combine to form an essential foundation for teaching and learning.
- Student development of SEL skills leads to the increased ability to connect meaningfully with diverse populations, perspectives, and identities, yielding more equitable and better performing schools.
- It is essential that adults understand, practice, model, and apply social and emotional skills in order to support the development of these competencies in students.

Goals

- Promote a shared vision for SEL, culture, and student and staff wellness.
- Provide SEL foundational learning for the school community.
- Build connections with students and families.
- Encourage student and family well-being.
- Advocate for a productive learning environment.
- Design opportunities for adults to connect, heal, and build capacity to support students.
- Apply data analysis to sustainably improve support for students and families.

The Community Engagement and SEL divisions will work cohesively with the school to ensure that needed resources are available to support the social and emotional well-being of each student. The Executive Director of Community Engagement will collaborate with the Director of SEL and Student Success and the school leader to forge partnerships with community entities which provide social, mental and emotional supports. These partnerships will provide needed services to the students. Additionally, an SEL Coordinator will work directly with the school to perform the following actions:

- Provide individualized, classroom-based and/or team-based support to implement resources and tools for social emotional learning, mental health, mindfulness, and well-being of students.
- Facilitate the integration of social emotional learning and mindfulness as a regular part of a proactive classroom behavior management system to assist with instructional delivery.
- Provide staff development on the social emotional learning program components and how it assists instructional design as it relates to meeting content and social emotional learning standards.
- Assist and collaborate with teachers in the collection and analysis of data to improve student achievement and plan for future instruction.
- Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify and apply to instructional improvement.
- Serve as a resource in identifying appropriate instructional strategies and interventions to improve social emotional learning for all students.

- Work with principals to create a school-wide focus on goals for social emotional learning.
- Help build strong social and emotional competence in teachers and other educators & supports staff with creating and following personal self-care plans.

SEL Coordinators will facilitate student support group discussions and peer mediation on a weekly basis.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an school improvement plan by September 30th.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.


6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

<p>Nationally Normed Assessment</p>	<p>6.5</p>	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.</p>
<p>The school will use the DEW approved NWEA MAP assessments for the contract period. The school 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 reactive in terms of restructuring instruction as needed.</p> <p>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 practices, evaluate programs and identify any professional development needs. Thus, NWEA MAP allows the school to compare and predict student achievement and growth over time, and data is utilized in the OTES 2.0 model to display student growth measures. The school administers three testing sessions per school year (Fall/Winter/Spring) TBTs, the CSLT and the Data and Assessment Coordinator study the data and submit written analyses of the assessment data to the sponsor by June 30 of each school year.</p>		
<p>Ohio's State Assessments</p>	<p>6.5</p>	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness</p>

Assessment.

Assessment Calendar

 School Name Testing Calendar - 2023-24 School Year			
Assessment	Grade Level(s) & Subject(s)	Administration Dates & Details	
KRA-R	Kindergarten Readiness Assessment	Kindergarten - Only students enrolled in Kindergarten for the first time	July 1 through the twentieth day of instruction Nov. 1 is the last day for teachers to enter scores
OELPS	Ohio English Language Proficiency Screener	K-8 potential English Learners	August 2, 2023 to June 28, 2024 Given within 30 days of student's enrollment
NWEA	NWEA MAP - Fall Testing	K-8 - Math & Reading	September 5, 2023 to September 26, 2023
NWEA	NWEA MAP Science	5 & 8 - Science	September 5, 2023 to September 26, 2023
NWEA	NWEA MAP Reading Fluency & Dyslexia Screener	K-3 - Benchmark testing, progress monitoring, & Dyslexia screening	September 4-8, 2023, October 2-6, 2023, October 31-November 2, 2023, December 4-8, 2023, January 8-12, 2024, February 5-9, 2024, March 4-8, 2024, April 1-5, 2024, & May 6-10, 2024
Readiness	OST Readiness Assessments	3-8	Benchmarks - Oct. 2-13, 2023 & Feb. 5-16, 2024 Checkpoints - Nov. 6-17, 2023, Dec. 4-15, 2023, March 4-15, 2024, & April 1-12, 2024
OST	Grade 3 Fall Reading OST	3 - Reading	October 16, 2023 to November 3, 2023 5 consecutive school days
NWEA	NWEA MAP Winter Testing	K-8 - Math & Reading	January 8, 2024 to January 26, 2024
NWEA	NWEA MAP Science	5 & 8 - Science	January 8, 2024 to January 26, 2024
OELPA	Ohio English Language Proficiency Assessment	K-8 Identified English Learners	January 29, 2024 to March 22, 2024
AASCD	Alternate Assessment for Students with Significant Cognitive Disabilities	3-8	February 26, 2024 to April 19, 2024
OST	Ohio's State Tests - Spring	3-8 - ELA & Math; 5 & 8 - Science	ELA - March 25, 2024 to April 26, 2024 Math & Science - April 1, 2024 to May 10, 2024 15 consecutive school days for each window
NWEA	NWEA MAP Spring Testing	K-8 - Math & Reading	May 6, 2024 to May 24, 2024
NWEA	NWEA MAP Science	5 & 8 - Science	May 6, 2024 to May 24, 2024
OST	Grade 3 Summer Reading OST	3 - Reading	June 24, 2024 to June 28, 2024 Optional test administration

The school will utilize assessment results in a variety of ways. IAW will first use these results to understand each student and meet his/her individual academic and social needs. The results will inform instruction, determine student strengths, limitations, and provide the staff data to be utilized to measure student progress, provide intervention, remediation, acceleration, and information for Individual Learning Plans.

The results will also provide teachers with information relative to gaps in student knowledge. Teachers will then take the necessary steps to fill in the gaps for each student. Moreover, assessment data is utilized in the determination of grade level promotion, achievement and flexible groupings.

Assessment data also provides knowledge of which students are at-risk and ensures intensity of instruction is based on the individual student need. Additionally, the school will use data from all forms of assessment to evaluate overall school performance and make decisions for continuous improvement. Analysis of assessment results by cohorts and the school as a whole will help identify weak areas where teaching style or curriculum may need to be changed, providing an opportunity for professional development. Weak areas may also indicate a need for re-teaching or expansion on the content. The collection of continuous assessment data enables leaders to make meaningful decisions at multiple points during the year and obtain critical data to document and monitor student progress and to disaggregate results according to federal mandates.

As required by the Ohio Department of Education and Workforce in adopted legislation, the Third Grade Reading Guarantee was created to ensure all students are reading at grade-level by the end of third grade. Research shows that students who fail to meet grade-level reading standards by the third-grade year are likely to struggle with reading for years to come. Students who do not attain the appropriate level of reading competency determined by the Ohio State Tests and other assessments may be retained in third grade. The school is committed to improving the reading achievement of all students by utilizing the Tiered Intervention Model of Reading Instruction based on individual student needs.

Assessment Measurement

Quizzes, Tests, and Classroom-Based Assessments	On-going
Assessments in the core content area	As needed by the teacher
Informal assessments such as projects	On-going and running records
Authentic Assessments, such as Project Work	On-going
NWEA/MAP Growth	Fall, winter, spring

Kindergarten Readiness Assessment-Revised (KRA-R)	Annually
Grade 3 ELA	Fall/Spring
Ohio English Language Proficiency Assessment (OELPA)	Annually to identified ELL students
Ohio English Language Proficiency Screener (OELPS)	On-going
Alternate Assessment for Students with Significant Cognitive Disabilities (AASCD)	Annually
Ohio State Tests (AIR)	Fall/Spring

Diagnostic Assessment

The school will utilize NWEA/MAP Growth as a diagnostic and benchmark form of assessment, in both math and reading. In accordance with the Assessment Program, all students will complete benchmark assessments at the beginning (fall), middle (winter), and end (spring) of the school year. The beginning (fall) of the school year benchmark assessment will also be used to fulfill the requirements for the state mandated diagnostic assessment.

NWEA/MAP Growth measures what students know and informs what they are ready to learn next. By dynamically adjusting to each student's responses, NWEA/MAP Growth creates a personalized assessment experience that accurately measures performance. Timely, easy-to-use reports help teachers teach, students learn, and administrators lead. NWEA/MAP testing will be the primary method for measuring longitudinal growth. NWEA/MAP Growth reveals how much growth has occurred between testing events and, when combined with Map norms, shows projected proficiency on state assessments. Growth can be tracked through the school year and over multiple years.

Every student is benchmarked three times each year, and these benchmark scores will assist in determining the students' tier placements for both math and reading. Students who place in tier 2 or tier 3 are given intervention in the areas of identified need, and their growth is regularly progress monitored. During Teacher Based Teams (TBT) meetings, teachers use the student data from NWEA/MAP Growth to plan differentiated and individualized instruction based on the students' strengths and areas of concern.

Assessment of English Language Learners

The Ohio English Language Proficiency Screener (OELPS) assesses one’s ability to read, write, speak, listen and comprehend the English language. This assessment will assist the school in assessing both academic and social language skills. The results of this assessment are used to guide the design of the educational programming to ensure a student becomes English proficient. The OELPS also allows the school to measure progress with regards to English proficiency. Students identified as English Learners will also be registered to take the Ohio English Language Proficiency Assessment (OELPA). Students must continue to participate in this assessment until they meet the exit criteria established by the State of Ohio.

NWEA/MAP Growth adopts a personalized pedagogy to enable English learners to work at the correct level and at the correct pace, but not in isolation. A combination of learning techniques—including blended approaches, small group instruction, and project-based learning—can provide students opportunities to progress as learners and develop language through collaborative, authentic work with peers. Ensuring that English Learners have the opportunity to excel in a personalized environment hinges on knowing them as learners. MAP assessments inform exact competencies and define the right level for instruction.

<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>
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The school employs various measures to evaluate student performance. Formative assessments, such as quizzes, projects, and classroom assessments will be utilized by teachers to inform and improve instruction. A combination of formal and informal assessments will provide teachers and students with continuous, immediate feedback. Students will be able to monitor their own progress and understanding through informal, ungraded self-checks. Discussions, journals, and unit quizzes will allow students to interact with content at a personal level, as well as demonstrate comprehension and skills to teachers. Formal assessments will be important structured opportunities for teachers to provide immediate feedback for reinforcing key learning objectives as stated in the Effective Elements of Effective Instruction. Results of formative assessments will be analyzed and used to modify or redirect instruction.

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.

The school will utilize assessment results in a variety of ways. IAW 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.		
Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
IAW provides satisfaction surveys annually to both parents and students. They are done anonymously, so that everyone can be forthcoming and honest. This practice ensures that the school garners the truth (which is one of the purposes of the survey). From these surveys, the school can determine areas of reinforcement and refinement. Further, the school can identify resources that need to be put in place to meet the needs of the students. Moreover, the school can also identify parental concerns (if there are any) and address those accordingly.		
Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.
<p>Innovation Academy West will apply various practices to gauge student performance. Relying solely on standardized assessments may not produce an all-inclusive view of academic achievement. Accordingly, the school will utilize DreamBox, which is an online reading and math program designed to stimulate academic growth among students. As students complete interactive lessons, performance is measured. Thus, an instantaneous assessment of progress is generated. https://www.dreambox.com Amira Learning, also utilized by the school, is an interactive, online, AI reading program which offers evaluative feedback in real time. This program has the capability to offer tutoring to the students, as well as assess their reading abilities in a variety of ways. https://www.amiralearning.com</p> <p>Other methods of evaluation include but are not limited to student portfolios, projects, reports, student presentations, project-based learning, formative assessment practices within the classroom and student participation. Further, instructors will create multiple opportunities for students to demonstrate mastery by applying the standards to hands-on activities incorporating art, poetry, music and technology. These diverse methods of measuring student performance will tap into students' interests to produce a clear picture of individual abilities. Moreover, these approaches will foster collaboration, problem solving and critical thinking. Each student is different, and one size does not fit all. Therefore, the school will employ a variety of methods to assess student learning.</p>		

8.1 Organization and Staffing

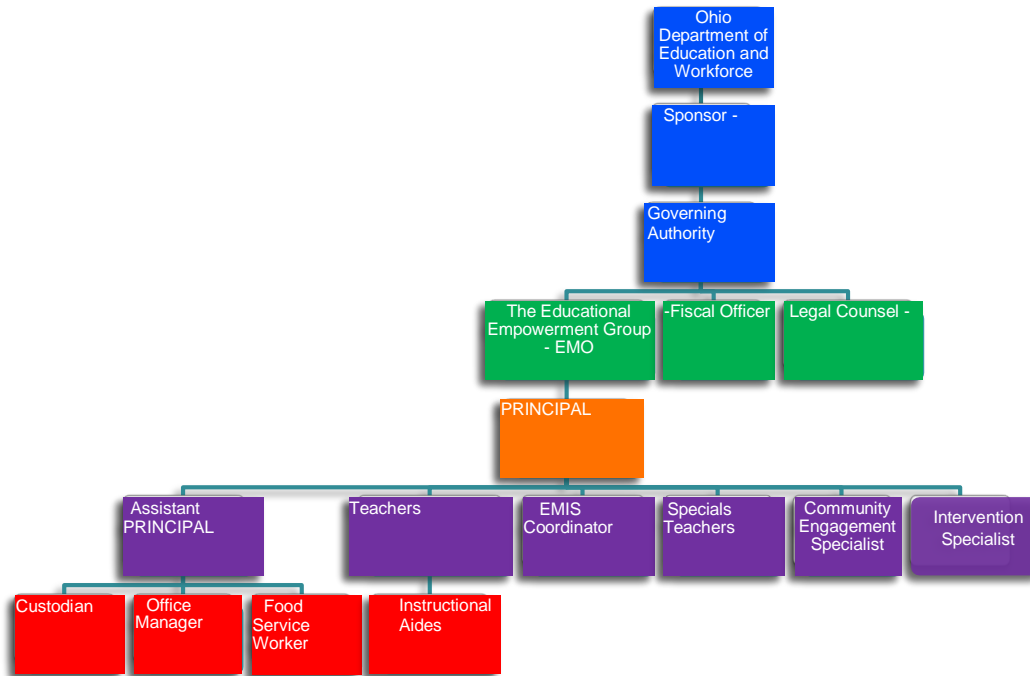
Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

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).

School Organizational Chart



Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) Structured Literacy Specialist , f) other. <i>Please only include job titles.</i>
<p>The following is a list of the types of positions that will be needed ensure the school’s program will be effective. Certain positions will vary in number in relation to student enrollment, and others may be provided via contracted services:</p> <p><u>Administrative</u></p> <ul style="list-style-type: none"> • School Principal • Assistant Principal/Dean of Students • Academic Coach <p><u>Teaching</u></p> <ul style="list-style-type: none"> • Kindergarten Teacher • Grade 1 Teacher • Grade 2 Teacher • Grade 3 Teacher • Grade 4 Teacher • Grade 5 Teacher • Middle School ELA Teacher • Middle School Math Teacher • Middle School Science Teacher • Middle School Social Studies Teacher • Intervention Specialist <p><u>Specialized</u></p> <ul style="list-style-type: none"> • Instructional Aides • EMIS Coordinator • Custodian <p><u>Contracted</u></p> <ul style="list-style-type: none"> • Speech and Language Pathologist • School Psychologist 		

- Occupational Therapist
- Physical Therapist

Students will learn and grow with at least a 28:1 student to teacher ratio. Students will have credentialed teachers and Intervention Specialists to assist with their educational endeavors. Intervention Specialists will serve the special needs student population through the inclusionary model, where each student will be educated in the least restrictive environment. Individual Learning Plans will be developed based on all student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies.

As set forth below, the school will ultimately be governed by the Board and then operated by CAA staff. CAA will work with The Educational Empowerment Group, an EMO, to provide management services. EEG leadership staff has extensive experience in the creation, launch, and overall operations of charter schools throughout the State of Ohio. The founder of EEG has experience in teaching, administration, curriculum, professional development, operations and overall school management. Roles and Responsibilities for each position are listed below:

Principal/Director

Responsibilities:

- Pursue the vision and execute the mission of the school;
- Provide instructional leadership and direction to staff;
- Supervise and observe all instructional programs and practices in the school, including coaching and mentoring directly or through other staff and/or professional development programs;
- Hire, evaluate, terminate staff as needed;
- Serve as liaison to the Board of Directors, including providing formal and informal reports to the Board and Management Company;
- Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior;
- Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, discipline systems to ensure a safe and orderly climate, building maintenance, program evaluation, personnel management, office operations, and emergency procedures;
- Ensure compliance with all laws, board policies and civil regulations;
- Establish the annual master schedule for instructional programs;
- Evaluate lesson plans and observing classes (teaching, as duties allow) on a regular basis to encourage the use of a variety of 21st

- Century instructional strategies and materials;
- Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school;
 - Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students;
 - File all required reports regarding violence, vandalism, attendance and discipline matters;
 - Establish a professional rapport with students and with staff that has their respect;
 - Display the highest ethical and professional behavior and standards when working with students, parents and school personnel. Serve as a role model for students, dressing professionally, demonstrating the importance and relevance of learning,
 - Notify immediately the Management Company, and appropriate personnel and agencies when there is evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or students appearing to be under the influence of alcohol or controlled substances.
 - Keep the Management Company advised of employees not meeting their contractual agreement;
 - Keep the staff informed and seek ideas for the improvement of the school;
 - Conduct meetings, as necessary, for the proper functioning of the school;
 - Establish and maintain an effective inventory system for all school supplies, materials and equipment;
 - Establish procedures that create and maintain attractive, organized, functional, healthy, clean, and safe facilities, with proper attention to the visual, acoustic and temperature;
 - Assume responsibility for the health, safety, and welfare of students, employees and visitors;
 - Develop clearly understood procedures and provide regular drills for emergencies and disasters;
 - Maintain a master schedule to be posted for all teachers;
 - Establish schedules and procedures for the supervision of students in non-classroom areas (including before and after school);
 - Maintain visibility with students, teachers, parents and the Board;
 - Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the student in the school.
 - Use effective presentation skills when addressing students, staff, parents, and the community including appropriate vocabulary and examples, clear and legible visuals, and articulate and audible speech;
 - Use excellent written and oral English skills when communicating with students, parents and teachers;
 - Complete in a timely fashion all records and reports as requested by the Board and/or Management Company;
 - Maintain accurate records; and
 - Perform other duties, as deemed appropriate, by the Management Company or the Board of Directors.
- Reports to: BOD Qualifications:
- Principal license preferred;

- Bachelor's degree in education or other related discipline;
- Demonstrated successful teaching experience preferred in an urban education setting;
- Minimum of three years demonstrated successful leadership in an administrative position;
- Excellent oral and written communication skills;
- Computer literacy;
- Effective organizational skills with the ability to perform multiple tasks;
- Demonstrated ability to exhibit strong interpersonal skills with students, parents and community; and ability to meet established deadlines.

Academic Coach

- Works with the instructional staff in the improvement of individual staff competencies;
- Facilitates Academic Site Visits with the school sponsor;
- Ensures fidelity of the Special Education program by conducting observations/evaluations of Intervention Specialists and attending SPED meetings when needed;
- Provides oversight and leadership of Teacher-Based Team meetings;
- Fosters a professional learning community of collaboration among educators;
- Provides shared leadership of the attainment of OIP goals;
- Collaborates with the Director of Teacher Support Services with mentoring and the Resident Educator Program;
- Ensures teacher understanding and implementation of the Ohio Model Curriculum;
- Provides support with standards-based lesson plans and learning targets;
- Collaborates with the Executive Director of Assessment, Analysis and Accountability, with regard to testing initiatives and data analysis;
- Assumes the role of testing coordinator within the school;
- Guides teachers in the administration of Ohio's Learning Standards;
- Monitors the rigor of the academic offerings in all classrooms;
- Ensures that appropriate differentiation in curricula and instruction are available to all students, specifically students with special needs and ELL students;
- Maintains an inventory of all curricula;
- Conducts observations and evaluations of instructional staff and provides effective feedback;
- Coaches and mentors struggling instructional staff;
- Collaborates with administrative and supervisory personnel on the overall education program;
- Counsels teachers on matters of school-wide concerns in order to help them improve their effectiveness;
- Attends and actively participates in professional development conferences and meetings at the local, state and national levels;
- Assists in establishing optimum learning environments and positive culture within EEG's schools;

- Coaches teachers to apply content knowledge and research-based strategies to assist with student mastery of Ohio's Learning Standards;
- Facilitates the analysis of student assessment data to inform instruction and academic performance gains;
- Works toward favorable student academic growth on summative and formative assessment;
- Provides oversight of all screenings, state required and NWEA/MAP assessments;
- Collaborates with the Directors Curriculum and Instruction for best practices and strategies;
- Performs any other duties as assigned;

Assistant Principal/Dean of Students

Responsibilities

- Enforces guidelines to maintain proper discipline and conduct;
- Assists in the development and administration of policies dealing with discipline, conduct, and attendance;
- Communicates relevant policies and procedures with regard to student discipline, conduct, and attendance to students, staff, and parents;
- Assists the Principal with student expulsions;
- Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior and developing successful interpersonal skills;
- Works with and assists staff in the development of effective classroom discipline and organization;
- Maintains an effective and safe school environment;
- Assists Building Principal with fire, storm and tornado drills on a regular basis and is able to implement emergency evacuations and lockdowns effectively;
- Prepares required reports and paperwork such as discipline reports, suspension reports, expulsion paperwork, discrimination complaints, injury reports, parent communications, and other paperwork as assigned;
- Works with the Principal in the preparation of appropriate handbooks;
- Assists in the selection and mentoring of staff;
- Supervises and evaluates certified and paraprofessionals as assigned;
- Works as a team member to meet the system-wide needs of the Academy;
- Assists in supervision of special events;
- Assists in the care and management of the building and grounds, furniture, equipment, apparatus, books, and supplies;
- Facilitates communication between personnel, students and/or parents for the purpose of evaluating situations, solving problems and/or resolving conflicts;

- Represents the school within community forums for the purpose of maintaining ongoing community support for educational goals and/or assisting with issues related to school environment;
- Notifies the Building Principal when maintenance is needed; and
- Performs other duties as assigned by the Principal or Management.
- Attends professional development training and meetings as assigned.

Teacher

Responsibilities:

- Develop lesson plans that ensure the attainment of state learning and common core standards;
 - Uses computers and other technology provided to assist students;
 - Adapts and enriches the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning;
 - Information, media and technology savvy;
 - Must see the potential in emerging tools and web technologies and manipulate them to serve the students' needs;
 - Develop classroom experiences that teaches students not only the facts but how to apply what they learn to solve real world problems;
 - Guide students to develop the broader competencies increasingly important for success in an ever more complex and demanding world of 21st Century Skills;
 - Provide ample opportunities to all students to develop 21st century skills in activities outside the classroom such as student organizations, physical activities, and service learning;
 - Engaging and empowering learning experiences for all learners; and
 - Fully connected to learning data and tools for using the data; to content, resources, and systems to create, manage, and assess engaging and relevant learning experiences; directly to their students in support of learning both inside and outside school.
- School and Classroom Responsibilities:**
- Understands, accepts, and abides by the school's philosophy and mission statement in all his/her school activities;
 - Student-centric, holistic, and teach about how to learn as much as teaching about the subject area;
 - Models tolerance, global awareness, reflective practice, and models the behaviors we expect from our students;
 - Prepares instructional lesson plans as directed;
 - Administers all standardized tests as directed;
 - Keeps accurate records on each student such as: grade books and report cards, lesson plans, attendance records, and behavior/discipline records.
 - Maintains confidentiality concerning all student information and any professional matters;
 - Works with staff to improve student learning and achievement;
 - Deploys sound classroom management techniques;
 - Engage in collaboration with colleagues demonstrating a model of "connected educators" – this replaces solo practitioners (sage on

the stage) and develops positive working relationships with students, parents, school personnel and the public;

- Required to attend and/or participate in school activities as directed by the principal such as: staff meetings (before or after school hours), open houses, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems;
- Follows all corporate and School policies and procedures;
- Participates in professional development workshops/programs;
- Maintain status of Highly Qualified Teacher as per federal definition; and
- Performs other duties, as deemed appropriate, by the Principal and Management Company.

Reports To: Director

Qualifications:

- Minimum bachelor's degree;
- Certification/Licensure in appropriate teaching area;
- Excellent oral and written communication skills;
- Proficient in computer applications;
- Knowledgeable in use of web resources, online tools, technology tools, etc.;
- Effective organizational skills with the ability to perform multiple tasks; and
- Satisfactory completion of local, state, and federal criminal history check and TB test.

Intervention Specialist

Responsibilities:

- Ensure that all students identified with a disability are given the same learning opportunities as non-disabled students;
- Work closely with the classroom teacher in making sure that student needs are met, IEP goals are taught and IEP provisions are followed;
- Plan and deliver instruction to identified students in the classroom or intervention room, in small group or 1-on-1 as needed to help students meet IEP goals;
- Allot time with each student based on IEP's Specifically Defined Services and learning goals;
- Make recommendations to teachers on ways to best meet the needs of students;
- Proactively communicate with Principal if students are not making the expected progress;
- Develop behavior plans for students whose behavior interferes with their or others' learning and monitor progress;
- Assist with designing intervention and monitoring response to intervention for students who are struggling, but not identified for special education services;
- Meet compliance deadlines for IEP's and ETR's;
- Maintain and update school Special Education Planning file as meetings take place;

- Be knowledgeable of Special Education Forms as they relate to compliance and make sure all documents are completed and have the required signatures in a timely manner, including but not limited to:
 - PR – 01 Prior Written Notice to Parents
 - PR – 02 Parent Invitation
 - PR– 03 Manifestation Determination Review
 - PR – 04 Referral for Evaluation
 - PR – 05 Parent Consent for Evaluation
 - PR – 06 Evaluation Team Report (ETR)
 - PR – 07 Individual Education Plan (IEP)
 - PR – 09 Services Plan
- Work with Speech and Language Teacher to make sure the speech only IEPs are in compliance;
- Be a member of Speech Only IEP team meetings;
- Contact psychologist for evaluations;
- Make sure that teachers fill out required paperwork needed for Psychologist o Review Psychologist's evaluations for accuracy;
- Brings forward any issues with the Psychologist's evaluation for clarification;
- Write IEPs;
- Gather information from the classroom teacher to write specific measurable IEP goals;
- Review the IEP draft with the Classroom Teacher(s) and Principal before the team meeting;
- Use school selected software to write IEPs;
- Organize and conduct team meetings for IEPs and ETRs;
- Make any changes to IEPs based on team decisions;
- Obtain signatures at team meeting and provide final copy to parent;
- Maintain Special Education Files;
- Maintain sign out log for all Special Education files;
- Update Special Education Files as needed;
- Complete Progress Reports;
- Create IEP progress report template with updated goals following any IEP meeting in which goals were revised;
- Work with classroom teacher to monitor goals and update the progress report each semester;
- Make sure all dates are in compliance with deadlines specified by law;
- Complete all Special Education EMIS required reporting;
- Update Section 504 plans yearly;
- Meet with parents to revise 504 plans;

- Facilitate Testing Accommodations during State testing. Evaluation of Intervention;
- Establish effective working relationship with the students' families to facilitate progress toward IEP goals;
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management Company.

Instructional Aide

Responsibilities

- Discuss assigned duties with classroom teachers in order to coordinate instructional efforts;
- Prepare lesson materials, bulletin board displays, exhibits, equipment, and demonstrations;
- Present subject matter to students under the direction and guidance of teachers, using lectures, discussions, or supervised role-playing methods;
- Tutor and assist children individually or in small groups in order to help them master assignments and to reinforce learning concepts presented by teachers;
- Supervise students in classrooms, halls, cafeterias, playground, and gymnasiums, or on field trips;
- Conduct demonstrations to teach such skills as sports, dancing, and handicrafts;
- Distribute teaching materials such as textbooks, workbooks, papers, and pencils to students;
- Distribute tests and homework assignments, and collect them when they are completed;
- Enforce administration policies and rules governing students;
- Grade homework and tests, and compute and record results, using answer sheets or electronic marking devices;
- Instruct and monitor students in the use and care of equipment and materials, in order to prevent injuries and damage;
- Observe students' performance, and record relevant data to assess progress;
- Organize and label materials and display students' work in a manner appropriate for their eye levels and perceptual skills;
- Organize and supervise games and other recreational activities to promote physical, mental, and social development;
- Participate in teacher-parent conferences regarding students' progress or problems;
- Provide extra assistance to students with special needs, such as non-English-speaking students or those with physical and mental disabilities;
- Take class attendance, and maintain attendance records;
- Assist in bus loading and unloading;
- Attend staff meetings and serve on committees as required.
- Maintain computers in classrooms and laboratories and assist students with hardware and software use.
- Requisition and stock teaching materials and supplies.
- Type, file, and duplicate materials.

Enrollment Coordinator

Responsibilities:

- Establish presence in the community for outreach and recruiting purposes;
- Provide enrollment counseling for incoming students and families;
- Processing new student enrollments, student transfers, student withdrawals, and waiting lists;
- Serve as liaison to parents and facilitate parent education and involvement;
- Administer all enrollment, grading, scheduling standard operating procedures and timelines;
- Utilize and maintain the computerized student information system;
- Create and maintain student records, which include the updating and maintenance of both hard copy and online student records;
- Prepares and/or maintains computer records of student attendance; enters data from submitted forms; reviews late/early-arrival forms, and reconciles with absences to create “tardy” and “early-leave lists; Maintain attendance accounting records in accordance with EMIS standards; Ensure attendance are accurate; verify with parents and teachers the validity of daily attendance as reported;
- Generate and distribute excessive absences letters or other attendance problem letters to parents;
- Maintains records of students’ scores on state mandated tests and standardized tests;
- Maintains records of student suspensions, student withdrawal from school, and record of reasons for student withdrawal;
- Prepares and/or maintains various files, and reports on exceptional, gifted, or special education children being served by the School as it relates to the student information system;
- Prepares customized reports for School needs;
- Disseminates information to the Principal and other School personnel regarding student information requirements for the operation of the student information system;
- Communicates with school personnel, parents, students, and central office staff while complying with the confidentiality requirements in local, state, and federal policies and status;
- Perform the duties associated with receptionist (i.e., answer phones, take messages, greet visitors/guests, address student needs, and release students as requested).
- Assist in yearly enrollment;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality;
- Perform other duties, as deemed appropriate, by the Principal or Management.

Custodian

Responsibilities

- Arranges furnishings and equipment for the purpose of providing adequate preparations for meetings, classroom activities and special events;
- Attends in-service training (e.g. blood borne pathogens, cleaning solvents, floor care, first aid, maintenance training, etc.) for the purpose of receiving information on new and/or improved procedures;

- Cleans assigned school facilities (e.g. classrooms, offices, restrooms, multipurpose rooms, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment;
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution;
- Inspects school facilities for the purpose of ensuring that the site is suitable for safe operations, maintained in an attractive and clean condition, and/or identifying necessary repairs due to vandalism, equipment breakage, weather conditions, etc.;
- Maintains supplies and equipment (e.g. cleaning solutions, paper products, vacuum, mops, etc.) for the purpose of ensuring the availability of items required to properly maintain facilities;
- Paints interior of classrooms, offices, restrooms, etc. for the purpose of maintaining an attractive facility;
- Repairs furniture and equipment as maybe required (e.g. faucets, toilets, light fixtures, etc.) for the purpose of ensuring that items are available and in safe working condition;
- Responds to immediate safety and/or operational concerns (e.g. facility damage, injured and ill students, alarms, etc.) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning educational environment;
- Secures facilities and grounds for the purpose of minimizing property damage, equipment loss and potential liability to organization;
- Assists other personnel for the purpose of supporting them in the completion of their work activities; and
- Perform other duties, as deemed appropriate, by the Principal or Management.

Recruitment and Retention Plan	8.1	<p>3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at:</p> <p>https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.</p>
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The school will utilize various forms of recruitment methods to hire the best possible staff. Staff will be hired from within the local and surrounding areas. The website will have all available positions listed and a section where possible candidates can apply online. The school will also use online teaching websites, such as DEW, K12 Jobspot, Paylocity and Indeed to post available positions. The principal will attend college recruitment fairs to recruit top teaching candidates that are entering their teaching career or changing positions.

EEG believes that creating and maintaining an atmosphere of respect among all employees will help to retain high quality teachers. Teacher empowerment is an important component of the school instructional design. Teachers will be seen as professionals who are the experts. Teachers in the same content area will both physically and organizationally create Professional Learning Communities (PLC’s). This will allow teachers to work together to plan lessons and meet the needs of their students. Teachers will also work collaboratively in

PLCs to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. EEG will continue to develop talent in all employment classifications through high quality professional development, mentoring, and other forms of collaboration.

EEG will also retain high quality teachers through a comprehensive compensation and benefits package. It is EEG's desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable. Compensation may vary with individual and school's performance, as well as, in compliance with all applicable statutory requirements.

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 EEG realizes that effective teachers' decision to stay in a high poverty and high priority school is greatly impacted by the schools' teaching and learning conditions. EEG will prioritize providing an increase in professional learning opportunities and career pathways that will allow teachers to pursue conduits in leadership and effectively develop their skills to educate students. Further, EEG will ensure that school leaders are provided with the appropriate professional development and training to support our educators which will provide an essential structure for effective teaching and learning. In addition, the school will form partnerships with local colleges that will help the school recruit and hire qualified teachers in identified shortage areas. In the school, EEG will provide a high- quality induction into the school for all new teachers which includes a mentor teacher that will provide additional support and peer coaching.

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
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Students will learn and grow with at least a 28:1 student to teacher ratio. Students are taught by qualified teachers, Intervention Specialists, as well as support staff who will be part of the collaborative team to support each student in their educational endeavors. Intervention Specialists will serve the special needs student population through the inclusionary model, where each student will be educated in the least restrictive environment. Individualized Education Plans will be developed based on each student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies through the Multi-Tiered System of Supports process.

Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.
<p>The school anticipates a 3% increase in FTEs per year. Based on the projections and actual enrollment, additional staff will be hired according to the needs of the school and student population.</p> <p>Upon increased enrollment, additional classroom teachers, academic coach, or non-teaching positions will be added to the current staff roster. Other staff may be added as the school's needs change. These may include additional certified teachers or certified aides in the following areas:</p> <ul style="list-style-type: none"> • Special Education • Title Teachers • Academic/Career Coach <p>All licensed teachers will be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the school will forward teacher qualifications including but not limited to the content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education and Workforce, to the sponsor for compliance purposes.</p> <p>The school will also employ necessary non-teaching employees. Prior to the first day of school, the school will provide the sponsor with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the school. All teachers and paraprofessionals shall meet the standards, as applicable per the Ohio Department of Education and Workforce. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching.</p>		

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

Kindergarten – 12th Grade

(A school that does not offer a grade higher than twelve excluding Dropout Prevention & Recovery Schools)



➤ **Evaluation of Local Report Card Components - Beginning with the 2022-2023 Local Report Card**

- The school should aim to receive a rating of 3 Stars or better in all applicable Ohio Local REPORT CARD **components** on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports.
- A school shall be placed in Level 1 status if it does not receive a rating of 3 Stars or better in all applicable Local Report Card components. The school shall remain in Level 1 status unless it receives a rating of 3 or more Stars in all applicable Local Report Card components, at which point interventions will no longer be required, or it meets the At Risk for Closure Criteria identified below.
- At Risk for Closure Criteria:
 - Any school offering only grades K-3 or lower that receives a performance rating of 1 Star in the early literacy component of the Local Report Card OR receives an overall performance rating of 1 Star or 1.5 Stars;
 - Any school offering any combination of grades K-4 to K-8 and does not offer a grade level higher than ninth grade that receives a performance rating of 1 Star in both achievement and progress on the Local Report Card OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress; or
 - Any school offering any grade levels between 10-12 and is not a Drop-Out Prevention and Recovery School that receives a performance rating of 1 Star in achievement and has not met annual measurable objectives for gap closing OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress.
- When a school meets the At Risk for Closure Criteria it shall be placed in Level 2 status. A school shall progress one level of intervention for each consecutive year that it meets the At Risk for Closure Criteria. A school shall return to Level 1 status when it does not meet the

At Risk for Closure Criteria and a school shall be removed from interventions when it receives a rating of 3 or more Stars in all applicable Local Report Card components.

Level 1	
The Sponsor Will:	The School Will:
A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.	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. Require the School to review or revise and submit a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.	B. Through a Community School Leadership Team (CSLT) that 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. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in the school Improvement plan action steps.	D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the 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

	<p>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.</p>
<p>E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.</p>	<p>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.</p> <p>F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

Level 2 Actions	
In addition to Level 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. 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 to Sponsor for 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.
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the school improvement plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
	E. Work with sponsor's school improvement team to continuously monitor progress toward academic goals listed in the school improvement plan.
	F. 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 an educational organization that will meet the needs of the school to provide coaching or mentorship. The school will provide evidence of such.
	G. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Level 3 Actions	
In addition to Level 1 and Level 2 Supports, the Sponsor Will:	The School Will:
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions and Level 2 Actions.
B. Conduct a mini audit of the school’s instructional program, resources and tools and distribute the findings to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to the Governing Authority with suggestions for modification, deletions, or expansions based on the data.
	C. Based on a school review/audit from external source, implement recommendations as they relate to academic performance to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.

Level 4 Actions (Risk of Academic Probation)	
If the School is not required to close by the Ohio Revised Code, the Sponsor may:	The School Will (If placed on academic probation):
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 ² status is lifted.
C. May place the school in Academic Probation ² 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.
<p><i>Academic Probation 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 3 Star rating or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority's autonomy.</i></p>	

Attachment 8.3 Disposition of Employees

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

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

ATTACHMENT
8.4

Innovation Academy
West

Employee
Benefits

Innovation Academy West will continue to ensure that all required benefits are in place and offered to its eligible employees, including teaching, service, and administration staff. These benefits include STRS/SERS (as applicable) and health insurance, should the employee choose and may also include dental/ vision. The board's human resource committee will continue to monitor the school's comprehensive benefits program and identify cost-effective potential providers in accordance with the vendor policies adopted by the board.

Benefits made available to employees will include:

- Insurance Coverage

A comprehensive, quality insurance program will be provided to eligible employees in the areas of health, dental, vision and life insurance. Insurance will also be available to eligible family members.

- Recognized Holidays

Regular full-time employees will be eligible for holiday pay. Recognized holidays include those school holidays, which are recognized by the public school district (according to the district calendar) in which the employee is employed with the Charter School. This does not include the summer holidays.

- Paid time off

Each full-time employee is awarded paid time off based on their start date.

- STRS and SERS

Retired teachers will receive a reasonable and reliable defined benefit pension through STRS and SERS. Members enrolled in STRS will contribute 14% of their salary. Members enrolled in SERS will contribute 10% of their salary.

FY24- 05-31-24 submission
 IRN No.: 143313
 Type of School: Brick and Mortar
 Contract Term: 6/30/24

County: Cuyahoga

School Name: innovation Academy West
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2021 through 2023, Actual and
 the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 1,106,077	\$ 1,031,369	\$ 1,040,053	\$ 1,154,168	\$ 1,188,793	\$ 1,224,457	\$ 1,261,191	\$ 1,299,027
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	25,592	63,811	207,172	47,703	47,703	47,703	47,703	47,703
Total Operating Receipts	\$ 1,131,669	\$ 1,095,180	\$ 1,247,224	\$ 1,201,871	\$ 1,236,496	\$ 1,272,160	\$ 1,308,894	\$ 1,346,729
Operating Disbursements								
100 Salaries and Wages	\$ 103,079							
200 Employee Retirement and Insurance Benefits	105,337	119,622	115,141	120,430	120,430	120,430	120,430	120,430
400 Purchased Services	1,178,054	1,417,317	1,593,153	1,666,649	1,666,649	1,666,649	1,666,649	1,666,649
500 Supplies and Materials	52,114	185,074	177,644	62,412	62,412	62,412	62,412	62,412
600 Capital Outlay - New	-	59,875	150,000	1,935,304	500,000	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	4,537	19,476	5,365	9,497	9,497	9,497	9,497	9,497
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,443,121	\$ 1,801,364	\$ 2,041,304	\$ 3,794,292	\$ 2,358,988	\$ 1,858,988	\$ 1,858,988	\$ 1,858,988
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (311,452)	\$ (706,184)	\$ (794,079)	\$ (2,592,421)	\$ (1,122,492)	\$ (586,828)	\$ (550,095)	\$ (512,259)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 294,305	\$ 768,491	\$ 797,247	\$ 1,921,564	\$ 692,441	\$ 692,441	\$ 692,441	\$ 692,441
State Grants (3200, except 3211)	7,683	132,688	114,787	261,678	261,678	261,678	261,678	261,678
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	1,000,000	1,000,000	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	322	527	12,243	17,741	17,741	17,741	17,741	17,741
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 302,310	\$ 901,705	\$ 924,277	\$ 3,200,984	\$ 1,971,860	\$ 971,860	\$ 971,860	\$ 971,860
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (9,142)	\$ 195,521	\$ 130,198	\$ 608,562	\$ 849,368	\$ 385,032	\$ 421,766	\$ 459,602
Fund Cash Balance Beginning of Fiscal Year	\$ 225,971	\$ 216,829	\$ 412,350	\$ 576,636	\$ 1,185,198	\$ 2,034,567	\$ 2,419,599	\$ 2,841,365
Fund Cash Balance End of Fiscal Year	\$ 216,829	\$ 412,350	\$ 576,636	\$ 1,185,198	\$ 2,034,567	\$ 2,419,599	\$ 2,841,365	\$ 3,300,966

Casino, Community school support, and facilities. Other misc deposits

Disclosure Items for State Fiscal Stabilization Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Services SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employees Retirement/Insurance Benefits SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased Services SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies and Materials SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures - SDFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Assumptions

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Staffing/Enrollment								
Total Student FTE	230	122	120	129	133	137	141	145
Instructional Staff	19	19	17	18	18	19	19	20
Administrative Staff	3	3	2	2	2	2	2	2
Other Staff	1	1	1	1	1	1	1	1
Purchased Services								
Rent	\$ 171,449	\$ 8,722	\$ 48,240	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Utilities	27,750	29,959	28,551	31,459	31,459	31,459	31,459	31,459
Other Facility Costs	12,236	75,675	24,004	5,986	5,986	5,986	5,986	5,986
Insurance	11,072	13,964	21,445	19,284	19,284	19,284	19,284	19,284
Management Fee/payroll	364,885	361,013	533,431	554,740	554,740	554,740	554,740	554,740
Sponsor Fee	60,257	58,733	35,247	41,907	41,907	41,907	41,907	41,907
Audit Fees	40,067	34,112	51,085	58,837	58,837	58,837	58,837	58,837
Contingency	-	-	-	-	-	-	-	-
Transportation	40,085	-	5,713	1,393	1,393	1,393	1,393	1,393
Legal	48,460	96,671	29,866	31,702	31,702	31,702	31,702	31,702

Marketing	23,497	18,559	7,340	485	485	485	485	485
Consulting	311,533	304,128	680,778	740,562	740,562	740,562	740,562	740,562
Salaries and Wages								
Employee Benefits								
Special Education Services								
Technology Services								
Food Services	173,684	152,148	106,143	110,797	110,797	110,797	110,797	110,797
Other	(106,921)	263,633	21,311	9,497	9,497	9,497	9,497	9,497
Total	\$ 1,178,054	\$ 1,417,317	\$ 1,593,153	\$ 1,666,649	\$ 1,666,649	\$ 1,666,649	\$ 1,666,649	\$ 1,666,649
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-46.96%	-1.64%	7.50%	3.00%	3.00%	3.00%	3.00%
Growth in New Capital Outlay	0.00%	0.00%	150.52%	1190.20%	-74.16%	-100.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-3.22%	13.88%	-3.64%	2.88%	2.88%	2.89%	2.89%
Growth in Non-Operating Receipts/Expenses	0.00%	198.27%	2.50%	246.32%	-38.40%	-50.71%	0.00%	0.00%
Days of Cash	0.16	0.12	0.20	0.15	0.50	1.09	1.30	1.53

Assumptions Narrative Summary

Fiscal Year 2023-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
			\$ -		
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

Assumptions Narrative Summary

- 1) Enrollment Trends
Enrollment is assumed at 129 for FY 24 with enrollment increasing annually by 3%.
Due to the agreement with the management company, all staffing will be considered purchased services as the employees are employees of the management company.
- 2) Staffing levels
Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, the school provides health insurance coverage to its staff. Benefits are projected to be between 23% to 35% of salaries for FY 2022-2026 The salaries and benefits are included in the purchased service line item
Will be servicing Students K-8
Foundation will increase by 3% as enrollment is expected to increase based on historical data
- 3) Service levels
- 4) State foundation
Facilities Funding shall remain constant for years 2024 and thereafter.
Held constant for future years, except for the salary and benefit line items due to the uncertainty of inflation costs.
No debt
Purchased services is the largest line item which was been outlined below. We anticipate constant expenses through FY 25, thereafter expenses shall decrease after evaluation of contractual obligations. Managaement fees/gavroll are the laorest line items. Soonsor fees
- 9) Other objects
Other objects consist of other dues and fees, bank charges, memberships which will remain constant.
Educational Empowerment Group is the EMO for the school. Per the contract, EMO receives a fee of fifteen (15%) percent of state awards. EMO also is entitled to expense reimbursements and fees for services outside of the management fee. The management fee line item includes reimbursements for payroll expenses.
For FY 22, included new funding for ESSERS yet reduced for years 24 and thereafter
School is building a gym as an addition in FY 23-24, estimated expense 2.4 million
Fund Cash balance line items were adjusted to agree to the released audit reports.
Rent will increase beginning FY 24 from 2k to 5k
- 10) Other assumptions
- 11) Federal Revenues
- 12) Capital Outlay

FY 24	29,413.12
FY 25	17,754.11
FY 26	13,583.52
FY 27	13,187.89
FY 28	12,803.77

Community School Budget

IRN No. 143313

County: Cuyahoga

**School Name Innovation Academy West
Budget for Fiscal Year 2024**

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100											\$ -
Retirement Fringe Benefits 200	\$ 88,690		\$ 31,740								\$ 120,430
Purchased Services 400	\$ 1,301,187		\$ 74,094	\$ 58,837	\$ 116,729		\$ 110,797			\$ 5,005	\$ 1,666,649
Supplies 500	\$ 15,133	\$ 6,370	\$ 16,434		\$ 1,773		\$ 22,702				\$ 62,412
Capital Outlay 600									\$ 1,935,304		\$ 1,935,304
Other 800								#REF!		\$ 9,497	#REF!
Total	\$ 1,405,010.22	\$ 6,369.81	\$ 122,268.47	\$ 58,837.00	\$ 118,501.87	\$ -	\$ 133,499.42	#REF!	\$ 1,935,304.21	\$ 14,501.62	#REF!

Budget Per Pupil

Estimated Student Enrollment	129	\$10,891.55	\$49.38	\$947.82	\$456.10	\$918.62	\$0.00	\$1,034.88	#REF!	\$15,002.36	\$112.42	#REF!
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Assumption for the Fiscal Year 2024

Expected Enrollment

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students	14	12	16	19	25	7	7	8	21				

Expected Instructors

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	12	12	12	12	12	12	12	12	12				

Expected Administrative Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	2	2	2	2	2	2	2	2	2				

All Other Expected Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	7	7	7	7	7	7	7	7	7				

Expected Purchased Services

Rent	\$ 60,000
Utilities	\$ 31,459
Other Facility Costs	\$ 5,986
Insurance	\$ 19,284
Management Fee	\$ 554,740
Sponsor Fee	\$ 41,907
Audit/Accounting Fees	\$ 58,837
Board Stipends	\$ 15,125
Transportation	\$ 1,393
Food Service	\$ 110,797
Legal	\$ 31,702
Marketing	\$ 485
Consulting	\$ 725,437
Salaries and Wages	
Employee Benefits	
Special Education Services	
Technology Services	
Food Services	
Other	\$ 9,497
Total	\$ 1,666,649

Fiscal Year 2024-2028 Projected Debt

Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
	0	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

Narrative Summary

Name of sponsor: St. Aloysius
 Name of management company: EEG
 Name of treasurer Darlene Holt

Revenues were based upon the October 23 foundation settlement report with an fte of 129. This is a increase in the prior year. In addition, casino funds were added as a state unrestricted line item based on historical data from Ohio Dept of Taxation

Federal dollars were based on CCIP and estimated

food costs per contract. Also includes medicaid reimbursements.

Expenditures:

Salaries are paid from the management company and are classified as a purchased service. The benefits are for retirement per the settlement reports.

Expenditures:

All other purchased service categories are mainly from contractual obligations that are reoccurring expenditures.

Purchased Services were derived from contractual obligations with various vendors and historical data from FY 23.

Capital Outlay - gym construction expected to be completed in fy 24, portions were paid in FY 23

Supplies were derived from historical and current contractual obligations including grant expenditures for instructional supplies.

Other expenditures:

Insurance for liability and director and officers insurance are the main expenditures with other dues and fees based from historical data.