

Ohio Community School Contract
Steel Academy

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1 Community School Contract

2 This Ohio Community School Contract (the “Agreement”), effective the 1st day of July 2023, is made
3 and entered into between the Ohio Department of Education (the “Sponsor”) and the governing
4 authority (“Governing Authority”) of Steel Academy , a public community school organized as an Ohio
5 public benefit corporation (the “School”) (collectively, the “Parties”).

6 Background Information

7 The Sponsor operates pursuant to Ohio Revised Code (“ORC” or “Revised Code”) Chapter 3314 and has
8 the authority to sponsor community schools and establish the Ohio Department of Education Office of
9 Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.

10 The Governing Authority of the School desires to continue to operate under the oversight of the
11 Sponsor.

12 The Ohio Department of Education (“Department”) approved the continuation of sponsorship for a term
13 as designated in Section 1B of this Agreement.

14 Provisions

15 Now therefore, in consideration of the foregoing recitals and the mutual understandings, releases,
16 covenants and payments contained herein, the Parties agree as follows:

17 Section 1 Charter and Term

18 A. The Sponsor agrees that the Governing Authority may continue to operate a start-up, brick and
19 mortar, dropout prevention and recovery Ohio public community school as permitted by law,
20 subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the
21 terms of this Agreement.

22 B. This Agreement is effective as of July 1, 2023 and shall continue through June 30, 2028. Any
23 renewal of the School shall be subject to the School meeting requirements of this Agreement
24 including performance standards and meeting the application criteria of the Sponsor, and is
25 subject to the provisions of ORC 3314.07.

26 C. The Governing Authority may carry out any act or ensure the performance of any function that
27 is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative
28 Code, and all relevant federal and state laws, as well as those outlined in this Agreement.

29 D. Before executing this Agreement, the School’s Governing Authority must pass a resolution in a
30 public board meeting approving the Community School Contract and authorizing one or more
31 individuals to execute this Agreement for, and on behalf of the School’s Governing Authority,
32 with full authority to bind the School’s Governing Authority.

33 E. The Governing Authority shall employ an attorney independent from the Sponsor and the
34 Operator (education management organization or charter management company), if applicable,
35 for any negotiation of this Agreement or its amendments.

36 Section 2 Governing Authority and Corporate Status of School

37 **2.1 Community School Corporate Status**

38 The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC
39 Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall
40 ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this
41 Agreement as **Attachment 1**. The School has applied for and is qualified as a tax-exempt organization
42 under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt determination letter is
43 attached to this Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all
44 community schools, now existing and as subsequently enacted or amended. Further, the School is a
45 public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine
46 Laws, which includes the Open Records Act ORC 149.43 and Open Meetings Act ORC 121.22.

47 **2.2 Compliance with Agreement**

48 The School will be bound by and operated in a manner consistent with the terms of this Agreement so
49 long as such terms are in accordance with state, federal and local rule and law.

50 **2.3 Corporate Purpose**

51 The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the
52 operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and
53 rules.

54 **2.4 Governance**

55 The School represents that it is and shall maintain its status as a public benefit corporation. The Articles
56 of Incorporation and Code of Regulations of the School will provide for governance of the operation of
57 the School in a manner consistent with this Agreement, and state and federal law. The Articles of
58 Incorporation and current Appointment of a Statutory Agent are attached to this Agreement as
59 **Attachment 1**.

60 **2.5 Code of Regulations (Bylaws)**

61 The Code of Regulations must include a provision that the corporation will be governed by a Governing
62 Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of
63 the members comprised of individuals who live or work in the county of which the School is located or
64 not more than 100 miles from the School. No member of the Governing Authority shall serve on the
65 Governing Authority of more than five (5) community schools at the same time as outlined in ORC
66 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a traditional school
67 district board of education. The names, electronic mail addresses, preferred contact telephone number,
68 biographical vitae accurately reflecting experience, education, and other professional information of the
69 current members of the Governing Authority is provided to the Sponsor. Any change of Governing
70 Authority membership shall require prompt notification to the Sponsor with name, contact information
71 and biographical information or resume. The names of all Governing Authority Members and electronic
72 mail address used for School business are attached to this Agreement as **Attachment 3**. A description of
73 the process by which the Governing Authority of the School shall be selected in the future and the
74 process by which the Governing Authority addresses conflicts of interest shall also be included in

75 **Attachment 3** (unless these processes are outlined in the Code of Regulations, attached to this
76 Agreement as **Attachment 4**).

77 **2.6 Membership of Governing Authority**

78 A. The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority
79 members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation.

80 B. Limitations on Membership. No present or former member, or immediate relative of a present
81 or former member of the Governing Authority shall be an owner, employee, or consultant of the
82 community school's Sponsor or Operator, unless at least one (1) year has elapsed since the
83 conclusion of the person's membership on the Governing Authority. Any individual under final
84 consideration for appointment to the Governing Authority shall have an Ohio and federal
85 background check conducted in the manner described in ORC 3319.39 and at least every five (5)
86 years thereafter, unless the individual was a resident of Ohio for the five (5) preceding years in
87 which case only an Ohio background check is required. The results of these background checks
88 shall be maintained at the School or by the Board's legal counsel and the School shall obtain the
89 consent of prospective Board members to release their criminal background check results to the
90 Sponsor.

91 C. Annual Verification of Findings for Recovery. The Sponsor shall verify that no findings for
92 recovery have been issued against any member of the Governing Authority. If an unresolved
93 finding for recovery is found, the Sponsor shall require that the member or member(s) must
94 immediately resign from the Governing Authority and such member may not serve until such
95 time that all findings for recovery have been resolved.

96 D. Conflict-Of-Interest Disclosure. Each member of the Governing Authority shall annually
97 complete during fall compliance and the School shall keep on file a conflict-of-interest disclosure
98 statement with the School setting forth the names of any immediate relatives, as defined in ORC
99 3314.02(E)(1), or business associates employed by any of the following within the previous three
100 (3) years:

- 101 • The Sponsor;
- 102 • The operator as defined by ORC 3314.02(A)(8);
- 103 • A school district or educational service center that has contracted with the School; or
- 104 • A vendor that is or has engaged in business with the School.

105 E. Annual Disclosures. Annually during the fall compliance period or within thirty (30) days of
106 becoming a member, The Governing Authority must provide the following items to the Sponsor:

- 107 • Resume or biographical vitae;
- 108 • Signed Annual Conflict of Interest Disclosure Statement which includes a signed Attestation
109 confirming compliance with all provisions listed in ORC 3314.02(E).

110 F. Sponsor Attendance at Governing Authority Meetings. At all times, the Sponsor's designee shall
111 be granted all rights and privileges associated with being an ex-officio non-voting member of the

112 Governing Authority, but the Sponsor shall not be considered a member of the Governing
113 Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters
114 into executive session to discuss its contractual relationship with the Sponsor or its designee, or
115 to discuss matters of attorney client privilege, such individual may be excused from executive
116 session for that discussion at the sole discretion of the Governing Authority. The Sponsor's
117 designee may attend executive sessions for all other reasons. When any Sponsor representative
118 or designee is included in an executive session, he/she will abide by all applicable confidentiality
119 rules.

120 2.7 Governing Authority Required Training

121 A. All Governing Authority members shall complete at least five (5) hours of required training
122 annually conducted by the Governing Authority's counsel, Sponsor, or an entity pre-approved by
123 the Sponsor. Training includes:

- 124 • As required by ORC 3314.037, all members of the Governing Authority, the designated fiscal
125 officer of the School, the chief administrative officer, and other administrative employees of the
126 School with decision making authority, and all individuals performing supervisory or
127 administrative services for the School under a contract with the operator of the School, shall
128 complete training on an annual basis on the public records and open meetings laws and provide
129 evidence of completed training to the Sponsor, so that they may comply with those laws as
130 prescribed by ORC 3314.03(A)(11)(d).
- 131 • All members of the Governing Authority, the designated fiscal officer of the School, the chief
132 administrative officer, other administrative employees of the School with decision making
133 authority, and all individuals performing supervisory or administrative services for the School
134 under a contract with the operator of the School must complete annual Ethics training, which
135 may be completed via annual review and approval of the Board's Code of Ethics and Conflict of
136 Interest Policy or as approved by the Sponsor. The evidence of completed training must be
137 provided to the Sponsor as requested.
- 138 • Annually review Roles and Responsibility, Fiscal Management, Community School Governance,
139 Compliance and/or training that addresses relevant subject matter as provided by the Sponsor.

140 B. All first-year Governing Authority members must receive the following required training within
141 six (6) months of election or appointment: 1) public records and open meetings laws training, 2)
142 ethics training, and 3) Governing Authority roles and responsibilities. Proof of completion of
143 training shall be provided to Sponsor.

144 2.8 Governing Authority Compensation

145 The Governing Authority may provide by resolution, for the compensation of each of its members in
146 accordance with Ohio law. However, no individual who serves on the Governing Authority shall be
147 compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that Governing
148 Authority and no such individual shall be compensated more than a total amount of five thousand
149 dollars (\$5,000.00) per year, for all Governing Authorities upon which the individual serves. Each
150 member of the Governing Authority may be paid compensation for attendance at an approved training
151 program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance

152 at a training program three (3) hours or less in length and one hundred twenty-five dollars (\$125.00) a
153 day for attendance at a training program longer than three hours in length.

154 2.9 Governing Authority Meetings

155 The Governing Authority must hold a minimum of **six (6)** regular meetings per year. The calendar of all
156 regular meetings shall be provided to the Sponsor in writing at the beginning of each school year but no
157 later than August 1 of each school year. Notice of such regular meetings along with all meeting materials
158 shall be provided to the Sponsor at least seven (7) business days prior to the scheduled meeting. The
159 School shall arrange for video or telephonic participation by the Sponsor for all meetings. Notice of
160 additional regular meetings or special meetings must be sent to the Sponsor as soon as scheduled, and
161 in no case with less than twenty-four (24) hours advanced written notice, along with a telephone call
162 invitation. The Governing Authority shall adopt a policy stating how it will notify the public of all
163 meetings and comply with Ohio Open Meetings Laws. Minutes of each meeting must be provided to the
164 Sponsor and must include enough facts and information to permit the public to know each item the
165 Governing Authority discussed, the results of all votes, and reports or documents presented at the
166 meetings. All minutes, board meeting notices, resolutions, and other related documents must be made
167 available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.
168 Notices of meetings are not subject to the notice requirements of Section 20.8 of this Agreement.

169 2.10 Governing Authority Required Committees

170 The Governing Authority shall create a finance committee and other committees as needed and
171 determined by the Governing Authority. The finance committee shall include the treasurer and shall
172 review all financial related documents, contracts, and expenditures as stated in Section 15 prior to
173 presentation to the Governing Authority for approval.

174 2.11 Non-Commingling

175 Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds,
176 liabilities, and financial records of any other person, entity, or organization. The School's fiscal officer
177 shall be responsible for ensuring that school funds are properly spent and accounted for each month to
178 the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply with this section may
179 result in immediate action by the Sponsor up to and including termination.

180 **Section 3 School Leadership**

181 3.1 Community School Leadership

182 Superintendent is responsible for the daily operations of the School. The Governing Authority authorizes
183 Principal, the on-site School Leader, to serve as a contact person for the Sponsor. The School shall
184 immediately notify the Sponsor in writing with any change in the identity of the School's leadership. If
185 the School has an agreement with an Operator regarding the hiring of personnel, the responsibility for
186 notification may be designated to the Operator. The governing authority will not name any individual or
187 entity as school superintendent, school leader or operator/management company with any unresolved
188 fiscal findings of all leadership roles evidencing fiscal controls and accountability.

189 The organizational structure, management/administration, and Governing Authority relationships must
190 be accurately reflected in an organizational chart attached as **Attachment 5**. A written narrative that

191 describes the working relationship and responsibilities with each entity and school personnel job
 192 descriptions must be included in **Attachment 5**. Any modification to the organizational structure must
 193 be submitted in writing to the Sponsor as a contract modification request prior to implementation.

194 **3.2 Opening**

195 The School shall meet all the Opening and Closing Assurances described in **Appendix 1 and provide**
 196 **required documentation as evidence to the Sponsor**, as contained in ORC Chapter 3314 and as
 197 modified by the Department, no later than ten (10) business days **before** the School's first date of
 198 instruction in year one of the School's operations. Subsequent years will follow Sponsor reasonable
 199 opening requirements provided appropriate notice of such requirements is given to the School in
 200 advance. Failure to timely fulfill any material term of the Opening and Closing Assurances shall be
 201 considered a material violation of conditions, standards, or procedures provided for in the Agreement
 202 and shall be grounds for Sponsor intervention, which may include suspension or termination of this
 203 Agreement. The School shall begin operation for the academic year no later than September 30th by
 204 teaching the minimum number of students permitted by this Agreement in Section 13.3, unless the
 205 mission of the School is solely to serve dropouts or the Sponsor is rated "exemplary" for two (2)
 206 consecutive years.

207 **3.3 Required Sponsor Training for School Employees**

208 A school personnel member shall attend all required trainings offered by the Sponsor (for which at least
 209 fourteen (14) days notice is provided). Mandatory trainings include an annual August virtual or in-person
 210 all-school training/conference and up to six (6) mandatory professional development conferences per
 211 year. These mandatory trainings may occur in-person, or through tele-conference or video-conference.
 212 Additional voluntary training and/or professional development opportunities may be available
 213 throughout the year and are considered voluntary. Note that these mandatory trainings and/or
 214 professional development sessions are in addition to any training sessions required by the Department.

215 Section 4 Sponsor Assurances

216 **4.1 Sponsor Rights to Review**

217 Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the
 218 School, the School shall operate and shall be accountable to the Sponsor subject to all applicable federal
 219 and state laws and regulations,. All records established and maintained in accordance with the
 220 provisions of this Agreement, policies, and federal and state law and regulations shall, subject to the
 221 limitations set forth below, be open to read-only inspection and review and made available in a timely
 222 manner to Sponsor officials. The School and Sponsor agree and state that the Sponsor is an authorized
 223 representative of a state educational authority and that Sponsor officials have a legitimate educational
 224 interests in education records which contain personally identifiable information of a student (provided
 225 that such information is redacted) within the meaning of the Family Educational Rights and Privacy Act
 226 ("FERPA") and its corresponding regulations. Records include, but are not limited to read-only access the
 227 following:

- 228 • School policies, and procedures

- 229 • Education records, including but not limited to, student cumulative files, and student records
230 including individualized education programs (“IEPs”) and evaluation team reports (“ETRs”) with
231 student personally identifiable information and other protected information redacted;
- 232 • Corporate records of the School including governing authority meeting minutes;
- 233 • Financial records;
- 234 • Educational program, including test administration procedures and student protocols;
- 235 • Personnel records, including evidence that criminal background checks have been conducted,
236 with confidential information such as medical information and social security numbers redacted;
- 237 • School operations, including health, safety and occupancy requirements; and,
- 238 • Inspection reports of the facility or facilities.
- 239 • Any corrective action notices, threat of pending law suit or legal proceedings.

240 4.2 Sponsor Visits to School

241 The Sponsor may make announced or unannounced visits to the School to fulfill its oversight
242 responsibilities, except during testing windows. However, except in emergencies, and when directed by
243 the Director of the Office of School Sponsorship or the Director’s designee, visits should be prearranged
244 in a professional manner with at least twenty-four (24) hours notice to the School’s leader to avoid
245 needless disruption of the School’s educational and testing process and programming.

246 4.3 Complaints Received Regarding the School

247 The Sponsor agrees to notify the School as soon as practicable regarding any substantive complaints
248 about the School that the Sponsor receives, whether verbal or written and whether from the
249 Department of Education, Office of Community Schools, directly from an individual, or any other entity.
250 The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor
251 and shall include information about the substance of the complaint. In the case of anonymity, the School
252 will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School
253 must provide a written initial response to the Sponsor within five (5) business days and a supplemental
254 response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This
255 response must include actions taken or proposed to be taken by the School to resolve the complaint.
256 Investigation of complaints may warrant a site visit, review of records, interviews with school staff and
257 submission of evidence that the complaint has been resolved. All written responses from the School are
258 subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory
259 or if the School needs to take further action to resolve the complaint.

260 4.4 School Health or Safety Issues

261 The School shall as soon as practicable notify the Sponsor (by email or any other practical and timely
262 method) of any emergency with circumstances requiring School closure, lockdown, or any other action
263 that may affect School health or safety. The School shall provide to the Sponsor a calendar of planned
264 emergency drills including, without limitation, fire, tornado, and lockdown drills.

265 4.5 Academic Performance, Data Monitoring and Review Process

266 Annually, the Sponsor will review the School’s most recent report card. The School shall take time to
267 review and analyze the data and determine areas of improvement and determine if the plan (developed
268 under the Ohio Improvement Process) should be modified based upon the report card data. The School

269 has established multi-year academic improvement goals and targets that are agreed to by the School
270 and Sponsor. These goals may be amended from time to time based upon review of data, such amended
271 goals may be altered after approval by the Sponsor and the Governing Authority. The academic and
272 report card performance goals and targets may be amended by the Sponsor to include any new report
273 card measures that may be added during the term of this Agreement. The Sponsor will annually review
274 the performance of the School and may add improvement goals that the School shall implement in
275 order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's
276 Performance Framework is attached as **Appendix 2.**

277 **4.5 Sponsor Access to Student Records**

278 The School shall annually make available, information regarding special education and related services
279 for students enrolled in the School to Sponsor officials who have legitimate educational interests in such
280 records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to
281 comply with reporting requirements imposed by applicable state or federal law. Such information shall
282 include all funding received for special education and related services and how such funds were
283 expended. The School shall timely make available to the Sponsor, information regarding special
284 education and related services for students enrolled in the School. The Sponsor shall have read-only
285 access and shall use such information exclusively for fulfillment of its oversight and monitoring
286 responsibilities or for compliance with the law and shall not use such information acquired from the
287 School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor
288 shall not have access to personally identifiable information of students or confidential information.

289 Section 5 School Assurances

290 **5.1 School Compliance**

291 The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently
292 written or amended during the term of this Agreement.

293 **5.2 Minimum number of Students**

294 Provide learning opportunities to a minimum of forty (40) students, subject to the agreed minimum
295 enrollment requirements set forth in Section 13, for a minimum of nine hundred twenty (920) hours per
296 school year. Enrollment shall be limited to no more than the occupancy permitted for the building;
297 unless a change in this provision of the Agreement has been requested by the Governing Authority and
298 approved by the Sponsor.

299 **5.3 Compliance with ORC Chapter 3314. 03**

300 Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-
301 sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children
302 fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying),
303 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or
304 neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio
305 Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and workready
306 assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services),
307 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium

308 prohibited); 3302.037 (Notification of report card to parents and board), 3313.472 (Policy on parental
 309 and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual
 310 records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding
 311 sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and
 312 retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services),
 313 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core
 314 curriculum requirements), 3313.6015 (Resolution describing how district will address college and career
 315 readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.6024 (Reporting on
 316 prevention-focused programs), 3313.6025 (Instruction on proper interaction with peace officers),
 317 3313.6026 (FAFSA data sharing agreement), 3313.643 (Eye protective devices), 3313.648 (Prohibiting
 318 incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension,
 319 expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy
 320 regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order
 321 permanently excluding pupil; from public schools), 3313.666 (District policy prohibiting harassment
 322 required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on
 323 absences), 3313.669 (Establishing Threat Assessment Teams), 3313.6610 (Registration with SaferOH),
 324 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of
 325 required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable
 326 and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning
 327 needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and
 328 diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler or dry powder
 329 inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to
 330 treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721
 331 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of
 332 food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods;
 333 determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.86 (Health and
 334 safety review), 3313.89 (Publication of information regarding online education and career planning
 335 tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073
 336 (In-service training in child abuse prevention programs), 3319.077-.078 (multi-sensory structured
 337 literacy certification), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex
 338 offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check),
 339 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator
 340 profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules
 341 regarding positive behavior intervention supports and the use of physical restraint or seclusion on
 342 students), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019); 3321.01 (Compulsory school
 343 age – requirements for admission to kindergarten or first grade – pupil personnel services committee),
 344 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or
 345 superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14
 346 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person
 347 having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18
 348 Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or
 349 responsible person to cause child’s attendance at school), 3323.251 (dyslexia screenings), 3327.10
 350 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting
 351 violation of law by employer or fellow employee), 5502.262 (Emergency management plans including

352 revisions established via House Bill 404), and 5705.391 (Board of education spending plan), ORC
353 Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation
354 Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public
355 School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment
356 Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers'
357 Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction
358 Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education
359 management information system) as specified in ORC 3314.17 (Statewide education management
360 information system). The School shall comply with these Sections and Chapters now in effect and as
361 amended from time to time during the term of this Agreement.

362 Comply with ORC Chapter 102. and ORC 2921.42.

363 Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3314.6114 except that for
364 students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61
365 and 3313.611 that a person must successfully complete the curriculum in any high school prior to
366 receiving a high school diploma may be met by completing the curriculum adopted by the Governing
367 Authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any
368 rules of the State Board of Education. Beginning with students who enter ninth grade for the first time
369 on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully
370 complete the curriculum of a high school prior to receiving a high school diploma shall be met by
371 completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under
372 3313.603(D) or (F). Each school shall comply with the plan for awarding high school credit based on
373 demonstration of subject area competency, and beginning with the 2017-2018 school year, with the
374 updated plan that permits students enrolled in seventh and eighth grade to meet curriculum
375 requirements based on subject area competency adopted by the state board of education under
376 divisions (J)(1) and (2) of section [3313.603](#) of the Revised Code. Beginning with the 2018-2019 school
377 year, the school shall comply with the framework for granting units of high school credit to students
378 who demonstrate subject area competency through work-based learning experiences, internships, or
379 cooperative education developed by the department under division (J)(3) of section [3313.603](#) of the
380 Revised Code.

381 If the School is a high school program and will be offering career technical or CBI programs, the plan
382 description for these programs must be included in the educational plan and must comply with the
383 criteria for student participation in ORC 3314.08(H)(2).

384 5.4 School Annual Report (ORC 3314.03)

385 Per ORC 3314.03(A)(11)(g), the Governing Authority must submit, within four (4) months after the end
386 of each school year, an Annual Report in a format approved by the Sponsor, with information required
387 by the Sponsor and a list of its activities and progress in meeting all applicable report card measures,
388 and the unique objectives of the School's Educational Plan, which are included in **Attachment 6** and its
389 progress in meeting academic and non-academic performance goals and standards, its financial status
390 and progress of meeting the goals and standards of this Agreement to the Sponsor, and to the parents
391 of all students enrolled in the School.

392 A draft report shall be provided to the Sponsor for review and input at least two (2) weeks prior to the
393 distribution of the Annual Report, provided that all required information has been released (ie. local
394 report card data). At the request of the Sponsor a representative of the School shall attend a pre-
395 arranged meeting of the Sponsor to present the Annual Report to the Sponsor in detail for discussion.

396 5.5 Teacher Licensure (ORC 3314.03)

397 Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the
398 School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC
399 3319.301 or up to forty hours per week if the school operates a dropout prevention and recovery
400 program and the individual is teaching in an industry recognized credential program pursuant to ORC
401 3319.301 and obtaining proper certification and/or permits by the Department.

402 5.6 Nonsectarian (ORC 3314.03)

403 Be nonsectarian in its programs, admissions policies, employment practices, and all other operations,
404 and will not be operated by a sectarian school or religious institution.

405 5.7 Recognize the Authority of State Agencies

406 The authority of public health and safety officials to inspect the facilities of the school and to order the
407 facilities closed if those officials find that the facilities are not in compliance with health and safety laws
408 and regulations.

409 The authority of the Department, as the community school oversight entity, to suspend the operation of
410 the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the
411 School that pose an imminent danger to the health and safety of the School's students and employees
412 and the Sponsor does not take such action.

413 5.8 Additional Assurance (ORC 3314)

414 Comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).

415 If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to
416 3301.59, the School shall comply with ORC 3301.52 to 3301.59 and the minimum standards for
417 preschool programs prescribed in rules adopted by the state board under ORC 3301.53.

418 The School must arrange for providing healthcare and benefits to employees, which may be satisfied
419 through the Operator if the school contracts with an Operator to employ staff.

420 If the School is an on-line (e-school) or is designated as a blended learning School, it must comply with
421 ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in
422 **Appendix 4.**

423 If the School operates a dropout-prevention and recovery school, it must comply with all provisions of
424 statute and administrative rule and must comply with the requirements stated in the Specialized
425 Education Model Requirements in **Appendix 4.**

426 The School will comply with section 3321.191 of the Revised Code, unless it is an internet- or computer-
427 based community school that is subject to section 3314.261 of the Revised Code.

428 The Governing Authority of the School must adopt an enrollment and attendance policy and ensure that
429 the School enacts a process that requires a student's parent to notify the School when there is a change
430 in the parent's or student's primary address. The policy and process must include periodic notification to
431 parents.

432 The Governing Authority of the School must adopt a policy and process by which student residence
433 information is verified on a regular basis. The policy and process must include a verification upon
434 enrollment, periodically throughout the school year and at the end of each school year.

435 Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the
436 following:

- 437 • An internet or computer-based community school; or
- 438 • A community school in which a majority of the enrolled students are children with disabilities as
439 described in ORC 3314.35(A)(4)(b) of the Revised Code.

440 **5.9 Statutory References**

441 The statutory references in this section are currently provided for and required to be in this Agreement
442 pursuant to ORC 3314.03, which is subject to amendment by the General Assembly. All references in this
443 Agreement to Ohio Revised Code (ORC) Sections shall refer to most current statute as may be amended
444 during the term of this Agreement.

445 **5.10 School Contracts must Contain Right to Cancel**

446 Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the
447 School with third parties shall provide for a right to cancel, terminate, or non-renew, effective upon the
448 expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third
449 party. This includes contracts with teachers and non-teaching staff. Notwithstanding the foregoing, this
450 provision shall not affect any existing contracts or agreements between the School and any third party
451 that precede the date of this Agreement.

452 **5.11 Annual Review of Contract**

453 As organized by the Sponsor, the Governing Authority of the School and the Sponsor must meet at least
454 once yearly, to review the terms and provisions of this Agreement. The Governing Authority and
455 Sponsor may consider modifying the contract if mutually approved by the Parties. Should the Sponsor
456 request that such meeting take place separate from a regularly scheduled meeting of the Governing
457 Authority, the Sponsor will coordinate with the Governing Authority to schedule said meeting upon the
458 availability of the Governing Authority which shall make reasonable attempts to be available. Such
459 meeting may be subject to Ohio's Open Meetings Act.

460 **5.12 Auditor of State Bond (if applicable)**

461 If the School opened after February 1, 2016, the Governing Authority of the School must either post a
462 bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance
463 with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is
464 not posted or cash deposited pursuant to ORC 3314.50 or as otherwise provided for by law. If the School
465 is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the

466 amount of \$50,000 or provide a written guarantee of payment which shall obligate the management
467 company to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State
468 in accordance with ORC 3314.50.

469 5.13 School Records

470 The School agrees to comply with all federal, and state record keeping requirements including those
471 pertaining to students, governance, and finance. All financial records shall comply with the standards for
472 financial reporting as set forth in ORC 3301.07(B)(2). The obligation herein includes maintaining up-to-
473 date information about enrolled students in the Department’s student information system. In addition,
474 the School shall ensure that records for students enrolling in the School or other schools are transferred
475 as quickly as possible. Financial records shall be reconciled at least monthly. All public records shall be
476 readily available for inspection, consistent with law, during reasonable business hours. **The School**
477 **further agrees to assist the Sponsor in accessing (in a read-only manner) or reviewing any records as**
478 **part of its oversight responsibility or to address its compliance requirements. In addition, to assist the**
479 **Sponsor in evaluating and monitoring the performance of the School, the School shall provide the**
480 **Sponsor with READ ONLY access to all of the Department’s systems, including but not limited to:**
481 **Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive**
482 **Continuous Improvement Plan (CCIP); OEDS data, and the Compliance System so that the Sponsor**
483 **may adequately evaluate the performance of the community school so long as educational records or**
484 **information required to be kept confidential is not accessible to the Sponsor. Further, the School**
485 **agrees to consent and sign any documentation required to grant read-only access to any of the**
486 **systems. The Sponsor agrees to comply with FERPA and all other laws regarding student privacy and**
487 **data.**

488 5.14 Audit documents and Special Audits

489 The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the
490 reports that will be generated and submitted to the Office of the Ohio Auditor of State and are
491 statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal
492 year as currently required, or as may be amended by statute during the term of this Agreement.

493 The Sponsor may order a special financial audit of the School from the Auditor of State if, in the
494 reasonable discretion of the Sponsor, the Sponsor has reason to believe that the School has:

- 495 • Engaged in, been a victim of, or is in any way otherwise connected to irregularities or
496 improprieties involving the School’s finances;
- 497 • Improperly maintained its financial records; and/or
- 498 • Insufficient financial controls appear to be occurring.

499 The costs of the audit shall be paid by the School. Prior to ordering the special financial audit, the
500 Sponsor shall notify the School Governing Authority of its intention to order a special audit and provide
501 a written explanation as to why such a request is being made. The Sponsor shall give the School thirty
502 (30) days to cure any perceived financial issue prior to ordering the special financial audit.

503 Section 6 Notification to Sponsor

504 6.1 Timely Notice

505 The School shall within twenty-four (24) hours, or as soon as reasonably practicable, notify the Sponsor,
506 the Department, and other appropriate authorities in the following situations:

- 507 • The discipline of employees at the School arising from misconduct or behavior that may have
508 resulted in harm to students or others, or that constituted serious violations of law; or
- 509 • Any complaints filed against the School or Governing Authority by or with any governmental
510 agency.

511 6.2 Immediate Notice

512 The School shall immediately notify the Sponsor of any of the following:

- 513 • Conditions that may cause it to materially vary from the terms of this Agreement, or applicable
514 Sponsor requirements, or significant and ongoing violations of applicable federal or state law or
515 administrative rule;
- 516 • Any circumstance requiring the unplanned closure of the School, including, but not limited to, a
517 natural disaster, such as an earthquake, storm, flood or other weather-related event, other
518 extraordinary emergency, or destruction of or damage to the School facility or facilities unless
519 such closure is a result of a published governmental order or is for a routine closure (e.g. snow
520 days, delayed start/early release for weather conditions, etc.);
- 521 • The arrest, dismissal or resignation of any members of the School Governing Authority or School
522 employees for any reason. If the arrest, dismissal or resignation of any member of the School
523 Governing Authority or School employee is for a crime punishable as a felony or any crime
524 related to the misappropriation of funds or theft, the School shall also provide a written report
525 of the information known at the time of the notification. The School shall also notify the Sponsor
526 if it is made aware of the arrest of any member of the School Governing Authority or School
527 employee for any reason. Additionally, the School shall follow all reporting regulations as
528 required in ORC 3314.40 and other relevant laws as required;
- 529 • Misappropriation of funds or suspected misappropriation of funds;
- 530 • Notice from the Internal Revenue Service or any tax authority related to audits, unpaid taxes or
531 penalties.
- 532 • A default on any obligation, which shall include debts for which payments are past due by sixty
533 (60) days or more;
- 534 • A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not
535 cured within sixty (60) days of notice of the same; or
- 536 • Any Findings for Recovery issued by the Ohio Auditor of State against any member of the
537 Governing Authority, operator, fiscal officer, or any employee of the School with responsibility
538 for fiscal operations or authorized to expend money on behalf of the school.

539 Section 7 Compliance with Law and Rule

540 The School shall comply with all applicable federal and state laws, administrative rules, and local
541 ordinances, applicable to community schools.

542 Section 8 Reports to Sponsor

543 The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably
544 required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but
545 are not limited to, those listed below along with projected due dates for the current school year. Timely
546 notification shall be provided when due dates are changed or additional reports are to be provided. The
547 Sponsor will annually update the list of required reports and due dates and provide this information to
548 the School. Annual reports include, but are not limited to:

549 8.1 Unique School Objectives

550 The School shall annually provide the Sponsor with a report identifying the progress that the School has
551 made on each of its unique objectives included in its Education Plan, which is in **Attachment 6**, during
552 the prior school year. The School and the Sponsor shall mutually determine the due date of the report
553 given the availability and time necessary for assessment of data;

554 8.2 Monthly Financial Reports

555 Required financial reports including budget and enrollment records on a **monthly basis no later than**
556 **the 15th of each month** in the format and with attachments prescribed by the Sponsor and pursuant to
557 ORC 3314.023 and 3314.024 as applicable.

558 Statistical reports including financials, expenditures, income and debt statements, enrollment,
559 expulsions, suspensions, and any other matter that relates to the financial stability or instability of the
560 School in the format including any relevant attachments that the Sponsor requests, **on a monthly basis**
561 **by the 15th of each month.**

562 A detailed monthly accounting of the nature and costs of goods and services that the
563 operator provided to the School pursuant to ORC 3314.024 regardless of whether the
564 operator received more than twenty percent (20%) of the School's gross annual
565 revenues.**8.3 Comply with all Statutory Reporting Requirements**

566 The Governing Authority shall report **annually** to the Sponsor and the Department of all reporting
567 requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements
568 set forth in ORC 3314.08(B);

569 8.4 Projected Enrollment

570 Projected enrollment for the next school year must be included with the Submission of the May 5-year
571 forecast submission to the Sponsor.

572 8.5 Annual Budget and Five-Year Forecast

573 Annual School budget approved by Governing Authority pursuant ORC 3314.032 with evidence of
574 Governing Authority approval (resolution) shall be submitted in final form to the Sponsor two weeks
575 prior to submission to the Department (October 31) of each year. The Annual Budget submission to the
576 Sponsor must be accompanied by a resolution adopted by the Governing Authority approving the
577 Annual Budget.

578 Any adjustments made to the annual budget and approved by the Governing Authority must be
579 submitted to the Sponsor within five (5) days of approval.

580 Five-year forecasts approved by the Governing Authority are required by Ohio law twice per year. These
581 forecasts, with evidence of Board approval are required to be submitted to the Sponsor two weeks in
582 advance of submission to the Department (November and May).

583 8.6 End of Year Cash Balance

584 Provide a report of the end of year cash balance of the school within 30 days of the end of the fiscal
585 year.

586 8.7 School calendar

587 **No later than April 1, or within thirty days of the local district's release of school calendar**, of each
588 fiscal year provide the school calendar for the upcoming school year to the Sponsor and all school
589 districts that provide transportation of students.

590 8.8 Health and Safety Reports

591 Health and safety information including report of previous year's fire drills and documentation that the
592 required safety or emergency plans have been submitted to all required agencies, emergency contact
593 information, etc. – as required by the Sponsor Opening Conditions.

594 8.9 Emergency Management Plans

595 The School shall comply with the requirements outlined in ORC 5502.262 and corresponding
596 administrative rules including the incorporation of a threat assessment plan into the emergency
597 management plan. Annually, by July 1 of each year, the School shall review the emergency
598 management plan and provide all required certifications. The School shall submit the information to the
599 Ohio Department of Public Safety as required by law. The School will be responsible for communicating
600 the information required by ORC 5502.262 to local responders.

601 In addition, the School must register with the SaferOhio tip line, or an alternative 24/7 anonymous tip
602 reporting line that meets the standards of ORC 3313.669, and report annually on the number of reports
603 made/received, and will comply with the requirements of ORC 3313.669 to develop a threat assessment
604 team and ensure that all training requirements for the team members have been met; and

605 Evidence of submission of required documentation must be made available to the Sponsor for
606 compliance purposes.

607 8.10 Annual Update of Governing Authority Information

608 Governing Authority membership including member names, contact information, used for official School
609 business, the term beginning and end date, and any office the member holds on the Governing
610 Authority – upon execution of this Agreement and upon any changes in Governing Authority
611 membership.

612 Governing Authority member conflict of interest disclosures – upon execution of this Agreement and
613 upon any changes in Governing Authority members.

614 Governing Authority member background checks must be completed prior to serving as a member of
615 the Governing Authority and placed on file at the School or with the Board's legal counsel. Each
616 Governing Authority member must consent to Sponsor's review and inspection of all background
617 checks.

618 Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing
619 Authority's expense, on all topics required by law and the Sponsor, including, but not limited to:, and the
620 Ohio Sunshine Laws, which includes public records and open meetings. Submissions must be provided to
621 the Sponsor during the spring collection of documentation. . Governing Authority members shall make
622 all reasonable efforts to complete the training during the fall compliance period of each school year as
623 required by law;

624 Sponsor shall verify that finding for recovery has not been issued by the Auditor of State against any
625 member of the Governing Authority, the operator, or any employee of each community school with
626 responsibility for fiscal operations or authorization to expend money on behalf of the School as required
627 by Sponsor Opening Conditions and as updated as necessary throughout the year.

628 Current Code of Regulations – within ten (10) business days after any material changes.

629 Current Articles of Incorporation and Statutory Agent Information – within ten (10) business days after
630 any material changes.

631 **8.11 Insurance Certificates**

632 Insurance certification for the school as required by Sponsor Opening Conditions each fiscal year and as
633 may be provided by the Operator if the Governing Authority has an agreement with an Operator.

634 **8.12 School Comprehensive Plan**

635 The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedures
636 regarding internal financial controls by August 1 of the first year of this Agreement and as updated
637 throughout the term of this Agreement.

638 **Section 9 Indemnification of Sponsor**

639 To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to
640 indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns
641 them harmless from all liability, claims and demands of third parties arising on account of personal
642 injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever
643 that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its
644 respective employees, directors, officers, agents and assigns. The foregoing provision shall not be
645 deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC
646 Chapter 2744 or other law.

647 **Section 10 Sponsor School Dispute Resolution Procedures**

648 All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or
649 determination to place the School on probation, suspension, termination or any conditions leading to

650 those decisions shall be subject to the dispute resolution process set forth in this section, unless
651 specifically otherwise provided.

652 **10.1 Notification of Dispute and Performance**

- 653 A. The School and the Sponsor agree that the existence and details of a dispute notwithstanding,
654 both Parties shall continue without delaying their performance hereunder, except for any
655 performance which may be directly affected by such dispute.
- 656 B. Either Party shall notify the other Party that a dispute exists between them within thirty (30)
657 days from the date the dispute arises. Such notification shall be in writing and shall identify the
658 Section of this Agreement or the law that is in dispute and the grounds for the position that such
659 item is in dispute and the specific corrective action it wishes the other party to take. The matter
660 shall be immediately submitted to the President of the Governing Authority and the Director of
661 the Office of Ohio School Sponsorship, or their respective designees, for further consideration
662 and discussions to attempt to resolve the dispute.
- 663 C. In the event that the matter is not resolved by the President of the Governing Authority and the
664 Director of the Office of Ohio School Sponsorship, then the matter shall be submitted to the
665 Columbus Bar Association for non-binding mediation before at least one mediator mutually
666 agreed upon by the parties, if one mediator cannot be agreed upon then each party will select
667 one mediator and a request will be made for the Columbus Bar Association to appoint one
668 mediator. The notice for non-binding mediation shall be in writing to the other party within
669 thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be
670 determined by the date of the last Governing Authority meeting at which the matter is
671 discussed. If non-binding mediation does not resolve the dispute, then the Parties may pursue
672 any available legal remedies.

673 **10.2 School Violations of Law or this Agreement**

674 If the School is subject to nonrenewal or revocation for any reasons listed in the Agreement, or any of
675 the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in
676 violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the
677 Sponsor may, but is not required to, impose other remedies prior to placing the school on probation or
678 suspending or terminating the School's operation in accordance with Section 19.3 of this Agreement.
679 Remedies include, but are not limited to, those listed below. These remedies may be applied
680 individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall
681 send notice as provided in subsection E below.

- 682 A. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency.
683 Upon the written request of the Sponsor, the School shall develop a corrective action plan to
684 remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan
685 may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor
686 may require the School to:
- 687 1. Review and revise the plan if it is reasonably determined that the plan is not effective in
688 remedying the deficiency.
 - 689 2. Make progress toward achieving its goals and objectives as described in this Agreement
690 after a reasonable period of time.
 - 691 3. Achieve Sponsor requirements; or

692 4. Implement its educational program as described in this Agreement after a reasonable
693 period of time, or

694 5. Fails to complete two or more required reports by the established deadlines unless such
695 reports have been subsequently submitted or the School has not provided a reasonable
696 explanation to the Sponsor for the delay in the submission.

697 B. Improved Submission. If the School's report card measures do not show progress in meeting
698 academic goals, the Sponsor shall require the School to prepare and implement an academic
699 improvement plan designed to improve report card measures.

700 C. Weekly Monitoring. The Sponsor may require weekly meetings with the School's principal or
701 superintendent to monitor and to review the School's progress towards the goals of the
702 improvement plan submitted. The date, time, and location of all meetings shall be mutually
703 determined by the Parties. The meetings may be in-person or held via tele-conference, or video-
704 conference, as determined by the Parties. The Sponsor may request the Governing Authority
705 President (or other member of the Governing Authority so designated by the President or the
706 Board) who shall reasonably accommodate such requests for telephone or web conference
707 meetings to monitor and review the School's progress.
708

709 D. Independent Monitor. If, in the Sponsor's reasonable discretion, the Sponsor determines that
710 the School's violations of law or this Agreement require outside monitoring and/or assistance,
711 the Sponsor may require the School to hire an independent monitor at the School's expense
712 which expense and qualifications must be reasonable and fit within the School's budget to
713 oversee the implementation of the improvement plan submitted, after giving the School an
714 opportunity to cure any perceived deficiencies.

715 E. Procedural Guidelines for School Violations of Law or this Agreement. Prior to imposing a
716 remedy outlined above, the Sponsor shall, to the extent practicable, engage in a due process
717 procedure below:

718 1. The Sponsor shall give the School written notice of a deficiency. The notice shall state the
719 deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to
720 be remedied, and the expected remedy.

721 2. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's
722 determination that a breach has occurred. In non-emergency situations, this means the
723 President of the Governing Authority or his designee shall be given an opportunity to meet
724 with the Director of the Office of School Sponsorship or his designee to discuss the notice
725 within five (5) business days.

726 3. If the breach is not cured within the time specified in the notice, the Sponsor may apply
727 remedies as provided in this Section.

728 **10.3 Sponsor Violations of School, Law or this Agreement**

729 If the School believes that the Sponsor has violated any provision of this Agreement or applicable law,
730 the School may initiate dispute resolution procedures as stated in this section. Moreover, if after
731 pursuing all remedies outlined in this section and after providing the Sponsor with a reasonable
732 opportunity to cure, the School Governing Authority may choose to terminate this Charter prior to its
733 expiration, but not before the end of the school year, for failure of the Sponsor to meet its obligations to
734 the School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised Code. Notice of intent

735 to non-renew or terminate the Agreement must be submitted to Sponsor by January 15th of the year the
736 School desires to terminate. The School understands that at the end of that school year, it must
737 immediately close or enter into an agreement with another sponsor upon termination of this
738 Agreement.

739 **10.4 Request for New Sponsor**

740 There is nothing in this Agreement that prohibits the School from submitting a request to enter into a
741 new contract with a new sponsor prior to the expiration of this Agreement pursuant to the provisions of
742 ORC 3314.034; however, the Sponsor requires notice of School's intent to non-renew its Agreement
743 with the Sponsor no later than January 15th of the year of expiration.

744 **Section 11 School Operations**

745 **11.1 Governance**

746 The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's
747 obligation to operate in a manner consistent with this Agreement. The School's Governing Authority will
748 adopt and operate under policies that provide for governance of the operation of the School in a
749 manner consistent with this Agreement. The Governing Authority shall operate in accordance with these
750 documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall
751 be made in accordance with the procedures described in Section 1.2(C) of this Agreement. As used
752 herein, a "material modification" shall mean a modification that deletes or materially reduces any
753 existing rights of parents or other constituents, that significantly increases the number or percentages of
754 votes required to take major actions, that changes the selection method or qualifications of the
755 Governing Authority or changes the purpose of the entity.

756 **11.2 Transparency**

757 The School shall make Governing Authority adopted policies, meeting agendas and minutes and related
758 documents readily available for public inspection and shall conduct meetings consistent with principles
759 of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy
760 and disclosure process. The shall address public officers, ethics, conflict rules, corporate conflict rules,
761 and if an Internal Revenue Code (IRC) tax exempt entity conflict rules.

762 **11.3 Contracting with an Operator or Management Company**

763 Pursuant to relevant law, with the approval of the Sponsor, the School may contract with a third-party
764 operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services.
765 Such contract must include a termination clause, performance measures, and a provision or separate
766 assurance as to cooperation with Sponsor evaluations. The operator contract or management
767 agreement, if applicable, is attached as **Attachment 7** and must meet the requirements of the **Sponsor**
768 **Operator Guidelines Appendix 3** and be approved by the Sponsor. The Governing Authority shall retain
769 authority for all decisions mandated by law to be retained by the Governing Authority and comply with
770 the requirements in Section 15.

771 Upon receiving Sponsor approval of the operator or management company agreement, the School shall
772 provide a copy of the final signed agreement between the operator or management company and the

773 Governing Authority within **ten (10)** business days of entering into, modifying or renewing any Sponsor
774 approved operator contract, and such contract will become an Attachment to this Agreement.

775 If the School is considering a change in operator, the Sponsor must be notified and a request for
776 contract modification must be submitted with the proposed agreement identifying the roles,
777 responsibilities, fees and any changes in the educational or operational plan for the School. The request
778 for contract modification along with the proposed operator or management company agreement shall
779 be submitted to the Sponsor in writing sixty (60) days prior to the School entering into a new agreement
780 for management. Any change in operator shall require a contract modification approval of the Sponsor,
781 which shall not be unreasonably withheld.

782 The School shall ensure that it follows applicable law including standards as provided in Section 15.6.
783 The School will ensure that all transactions with the operator are arms-length transactions and in
784 compliance with conflicts of interest policies.

785 The School shall employ an attorney who shall be independent of the operator. The School shall refer to
786 its attorney for the negotiation of the School's contract with the operator, advice on compliance related
787 matters, and other matters should the School and operator become averse to each other in any
788 particular matter.

789 All new or renewed operator agreements entered into on or after February 1, 2016 must comply with
790 ORC 3314.032(A) and shall include the following:

- 791 • The criteria to be used for early termination of the operator;
- 792 • The required notification procedure and timeline for early termination or non-renewal of the
793 operator contract; and,
- 794 • A stipulation of which entity owns all School facilities and property including, but not limited to,
795 equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and
796 other digital devices purchased by the Governing Authority or operator. Any stipulations
797 regarding the property must comply with the requirements of ORC 3314.0210.

798 The operator agreement shall also require that if the Governing Authority contracts with an attorney,
799 accountant or entity specializing in audits, any said entity shall also be independent from the operator.

800 **11.4 Volunteer Requirements**

801 Any requirement adopted by the School that requires parents to commit to or accrue a number of
802 volunteer hours shall be subject to a waiver process that considers individual family circumstances, and
803 the School shall not condition the continued enrollment of any student on the commitment of the
804 student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers
805 that come into regular or unsupervised contact with students shall be required to submit to a
806 background check if the School requires parent volunteers or has a program of recurring volunteers. A
807 copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be
808 provided to the Sponsor.

809 **Section 12 School Operating Requirements**

810 **12.1 Operational Powers**

811 The School shall be fiscally responsible for its own operations, and shall have authority independently to
812 exercise the following powers: contracting for goods and services; selecting and controlling curricula and
813 educational programming; preparation of budgets; selection, supervision, evaluation, and determination
814 of compensation for personnel; promotion and termination of personnel; leasing facilities for the
815 School; accepting and expending gifts, donations, or grants of any kind in accordance with such
816 conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of
817 policies and Code of Regulations consistent with the terms of this Agreement. The powers described in
818 Section 12.1 may not be delegated, except to the extent that the School contracts with an operator, in
819 which case the operator shall be responsible to the School.

820 Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated
821 prior to the end of a school year, the School must remain open for students to attend until the end of
822 the school year in which it is determined that the School must close. The programs provided to students
823 in the final year of the School must continue without interruption or reduction unless program changes
824 are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of
825 the School as provided for in ORC 3314.073(B).

826 **12.2 Evaluations and Trainings**

827 Superintendent/Principal Evaluations. The Governing Authority shall conduct an annual performance
828 evaluation of the superintendent/principal/school leader of the School. The evaluation shall be reported
829 to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the
830 evaluation as part of the School's annual performance evaluation. Notwithstanding the foregoing, the
831 School shall not be required to utilize the Ohio Principal Evaluation System for evaluating the
832 performance of an administrator, unless the School was a recipient of moneys from a grant awarded
833 under the federal Race to the Top program Division (A), Title XIV, Section 14005 and 14006 of the
834 "American Recovery and Reinvestment Act of 2009", Pub.L. No 111-5, 123 Stat. 115.

835 Employee Evaluations: The superintendent/principal/school leader or his/her designee shall conduct
836 performance evaluations of the School's certified teachers at least annually. Unless the School was a
837 recipient of moneys from a grant awarded under the federal Race to the Top program, the School may,
838 but is not required, to use the teacher and/or principal evaluation systems under Chapter 3319 of the
839 Ohio Revised Code. In addition, the School is exempt from the requirements for teacher employment
840 and contract requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including
841 requirements and procedures for non-renewal and termination of teacher contracts.

842 Annual Evaluations of the School by Sponsor. The Sponsor shall conduct an annual performance
843 evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and
844 fiscal operations and performance of the School. The Sponsor will review the past year's academic
845 report card measures and the most recent report card data for the School. The Sponsor shall also
846 conduct a performance evaluation to determine compliance with the Performance Framework attached
847 as **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than every five (5) years,
848 the Sponsor shall conduct a high-stakes review. This high-stakes review shall include a rigorous
849 evaluation of the School's performance including a review of the mission and vision statements,
850 academic, financial, operational and governance performance, over the term of this Agreement. The
851 Sponsor's Performance Framework may be modified from time-to-time upon the mutual agreement of
852 the Parties.

853 Annual Evaluation of Operator or Management Company. The School shall complete an evaluation of
854 any operator or management company with whom the School contracts annually by December 31 in
855 compliance with the standards set forth and developed by the Governing Authority of the School which
856 shall at a minimum review the operator or management company's compliance with its contract.

857

858 **The evaluation of the Superintendent and Operator may be combined and completed by the**
859 **Governing Authority as one evaluation.**

860 **12.3 Compliance with Sponsor Requests**

861 The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as
862 required by regulations of the Department for oversight of the School. This includes, but is not limited
863 to:

- 864 • Annual on-site visits conducted by the Sponsor;
- 865 • Annual file reviews per checklists provided by the Sponsor;
- 866 • School Improvement Plan implementation and reviews including the implementation of the
867 Ohio Improvement Process and any Improvement Plans required by the Department;
- 868 • Monthly reviews of financials, enrollment records, and attendance monitoring;
- 869 • Access to read-only academic and financial data and data systems;
- 870 • Other appropriate requests for information, desk audits, or on-site visits from the Sponsor, the
871 Ohio Department of Education or the Auditor of State.

872 **12.4 Transportation**

873 The Sponsor and the School acknowledge and agree that the School is not required to provide
874 transportation to students attending the School, unless the student has an individual education program
875 that requires transportation as a related service. If the School chooses to provide transportation, the
876 School shall be solely responsible for providing transportation services, if any, to eligible students
877 attending the School. In providing all or partial transportation, the School shall comply and ensure that
878 its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations
879 related to student transportation.

880 **12.5 Food Services**

881 The School shall provide free- and reduced-price meals to needy students in a manner determined by
882 the Department and in accordance with Governing Authority policy and applicable federal and state
883 laws. Additional documentation as determined by the Department beyond free- and reduced-lunch
884 status may be required for funding or accountability purposes.

885 **12.6 Insurance**

886 The School shall purchase insurance protecting the School and Governing Authority, employees, and
887 volunteers (if allowable by policy), and listing the Sponsor as an additional insured where appropriate,
888 consisting of comprehensive general liability insurance, errors and omissions liability insurance (school
889 entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional**
890 **insured on the policy and listed as a certificate holder.** The School shall also purchase statutory

891 workers' compensation insurance coverage. Minimum coverages for the current school year are listed
892 below.

- 893 • Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the aggregated with
894 an excess of umbrella policy extending coverage as broad as primary coverage in an amount no
895 less than \$5,000,000).
- 896 • Officers, directors and Employee's errors and omissions. \$1,000,000.
- 897 • Property insurance. As required by landlord, or if building is owned, then sufficient insurance as
898 determined by mortgage company or the replacement value of the property.
- 899 • Motor vehicle liability. If appropriate, \$1,000,000; and
- 900 • Workers' compensation. As required by state law

901 All insurance certificates are attached as **Attachment 8**.

902 The Sponsor shall provide at least sixty (60) days' prior written notice if the required coverage limits are
903 changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be
904 reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the
905 State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide
906 current certificates of insurance to the Sponsor by July 1 annually. All the School's insurance policies
907 purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in
908 coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt
909 requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days
910 if for any reason there is a lapse in insurance coverage. The school is solely responsible for any
911 deductibles payable under the policies purchased by the School.

912 **12.7 Monies to be Set Aside in the Event the School Closes**

913 To ensure precautions are taken in the event of potential closure, the School shall maintain at least one
914 month of operating expenses in its bank account or establish an escrow account with at least \$5,000
915 solely established for the purposes of paying the cost of a fiscal officer through a potential closure and
916 costs associated with closure including securing and maintaining any school buildings, transferring
917 records, and any other costs associated with the orderly closing of the School.

918 **12.8 Technology**

919 If the School applies for E-Rate funding or if it is otherwise required by law, the School shall comply with
920 all E-Rate requirements.

921 **Section 13 School Grade Levels and Enrollment**

922 **13.1 School Grade Levels**

923 The School is authorized to serve students in grade kindergarten (K) through grade four (4). The School
924 shall not enroll students in grades other than those specified in this Agreement. If the School seeks to
925 change the authorized grade levels, the School shall provide a Governing Authority approved
926 Community School Contract modification request including evidence to support increasing or decreasing
927 the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in

928 school grade levels shall require a modification to this Agreement, approval of the Sponsor, which shall
929 not be unreasonably withheld.

930 **13.2 Student Demographics**

931 As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a
932 nondiscriminatory manner and in accordance with the enrollment preferences, selection method,
933 timeline, compliance with ORC 3314.03(A)(7) and procedures described in **Attachment 9**. The School
934 shall annually review the racial and ethnic balance of the School and present the results of the review to
935 the Governing Authority.

936 **13.3 Enrollment**

937 The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment
938 shall not exceed the occupancy permit of the School's facility and site. However, the School must enroll
939 a minimum of forty (40) students and comply with the admission requirements set forth in ORC 3314.06
940 and 3314.061.

941 The School shall limit enrollment of students accepted through the process outlined in Section 13.4
942 Admissions Procedures, including enrollment procedures for students with disabilities, to those who
943 meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the
944 criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with
945 applicable state and federal law and policy. If the School utilizes a lottery, the School must ensure that it
946 complies with ORC 3314.06(G) and the school admission and lottery policies.

947 **13.4 Admissions Procedures**

948 The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061,
949 and all applicable provisions of ORC Chapter 3314 and are specified in **Attachment 9**.

950 **13.5 Admission Process and Procedures for Enrollment of Students with Disabilities or a** 951 **Section 504 Plan**

952 To ensure that the needs of students with disabilities are met, the following procedures must be
953 followed:

- 954 • Following the application deadline and upon completing a lottery, if appropriate, the School
955 shall obtain the most recent Individualized Education Plan (IEP) or Section 504 Plan and
956 Evaluation Team Report (ETR), if any;
- 957 • Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the
958 Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the
959 Education of Children with Disabilities;
- 960 • When a student who has intensive service needs as identified by an IEP Team applies for
961 admission into the School, the School Principal, or another designated administrator as provided
962 under state and federal law, shall convene an IEP Team meeting; and,
- 963 • Upon admission of any disabled student, the School shall comply with federal and state laws
964 regarding the education of such students.

965 **13.6 Participation in Additional Programs**

966 No student may be jointly enrolled full-time in the School and another district or community school;
967 however, students enrolled in the School may participate in career and technical education programs
968 and College Credit Plus programs if applicable.

969 **13.7 Expulsion, Suspension and Denial of Admission**

970 The School shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent
971 exclusion of a student that specifies, among other things the types of misconduct for which a student
972 may be suspended, expelled or removed and that due process related thereto and is included in
973 **Attachment 10**. The School's policy and practices shall comply with the requirements of ORC 3313.66,
974 3131.661 and 3313.662. These policies and practice shall not infringe upon the rights of disabled
975 students as provided by state and federal law and the School must have a separate policy for the
976 discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

977 **13.8 Continuing Enrollment**

978 Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the School through the
979 highest grade served by the School, absent expulsion or graduation and unless the student is properly
980 withdrawn from the school.

981 **13.9 Attendance**

982 The School shall immediately adopt an attendance and withdrawal policy and procedure that includes a
983 procedure for automatically withdrawing a student from the School if the student without legitimate
984 excuse fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to
985 the student. The School's attendance policy must be available for public inspection. The School's
986 attendance policy and participation records shall be made available, upon request, to the Department,
987 Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family Educational Rights
988 and Privacy Act (FERPA), ORC 3319.321, and any applicable rule or regulation thereto.

989 **Section 14 School Mission and Academics**

990 **14.1 Vision, Mission, and School Goals**

991 The School shall follow the unique vision, mission, focus of the curriculum as set forth in **Attachment 6**,
992 School Education Plan which has been approved by the Sponsor. The education plan shall address the
993 School's mission, academic SMART goals, and instructional methods. The School shall be measured on
994 their progress toward its goals as detailed in **Attachment 6**, using the attached Sponsor Performance
995 Framework in **Appendix 2**. The School Education Plan must include a description of the learning
996 opportunities offered to students (both classroom-based and non-classroom based). The School
997 Education Plan shall not be modified or revised without prior written consent and approval of the
998 Sponsor.

999 **14.2 Sponsor Academics, Finance, Governance, and Operations Standards**

1000 The School shall endeavor to meet or exceed Sponsor standards established for the School in the areas
1001 of academics, finance, governance and operations. The School shall be provided an evaluation of the
1002 academic performance after the release of the local report card. The Sponsor Performance Framework
1003 is included in **Appendix 2**. The School acknowledges that these goals and indicators may change over

1004 time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input
1005 into any proposed changes.

1006 **14.3 Academically Exceptional Students**

1007 The School shall identify academically low-achieving, at-risk students, and other “exceptional children”
1008 as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State
1009 Board of Education, and shall provide its educational program to these students in a manner that
1010 appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

1011 **14.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or** 1012 **Dropout Prevention and Recovery Programs**

1013 Unless the School operates an on-line (e-school) as identified in Section 1.A of this Agreement, the
1014 School’s educational program as currently operated and as reviewed by the Sponsor does not include an
1015 on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such
1016 on-line programs unless necessary for distance learning during periods of school building closure. This
1017 paragraph does not apply to schools identified as on-line (e-schools) in Section 1.

1018 If the School operates a specialized program as identified in Section 1, the School shall comply with the
1019 Specialized Program Requirements set forth in **Appendix 4**.

1020 **14.5 Curriculum, Instructional Program and Pupil Performance Standards**

1021 The School shall have the authority and responsibility for designing and implementing its educational
1022 program, subject to the conditions of this Agreement. The educational program, pupil performance
1023 standards and curriculum designed and implemented by the School shall meet or exceed the Ohio
1024 Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be
1025 consistent with the School’s vision and mission.

1026 The School shall timely administer the assessments which shall include statewide achievement and
1027 diagnostic tests, and at least one of the nationally normed assessment tools identified in the educational
1028 program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor.
1029 The School must submit a calendar of assessments to the Sponsor prior to the start of each academic
1030 year.

1031 The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment
1032 tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor
1033 performance standards outlined in **Appendix 2** and such other standards required by law or
1034 recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the
1035 Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6**
1036 by submitting a request for contract modification identifying requested changes to the Education Plan,
1037 including but not limited to modifications made to the curriculum, assessment tools, or other material
1038 changes to the School’s educational model as detailed in **Attachment 6** to this Agreement. Such
1039 changes will not be implemented without prior written approval by the Sponsor.

1040 The School may offer Credit Flexibility for students in grades seven (7) through twelve (12) if the
1041 instructional program specifies the credit flexibility plan for the School, the School has adopted a
1042 program and process that is approved by the Sponsor, and an individualized credit flexibility plan is

1043 written for each student that includes goals, assessment, defines how the student will demonstrate
1044 knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a
1045 student is not successful in demonstrating knowledge and skills, the student will not earn credit through
1046 credit flexibility.

1047 **14.6 Graduation Requirements**

1048 If the school serves High School age students, the School shall develop and submit to the Sponsor for
1049 approval a policy setting forth its graduation requirements that align with state graduation guidelines no
1050 later than August 1 of each year. In addition, the School must offer students the opportunity to earn
1051 diploma seals on their Diplomas.

1052 **14.7 English Learners**

1053 The School shall provide resources and support to English language learners to enable them to acquire
1054 sufficient English language proficiency to participate in the mainstream English language instructional
1055 program. The School shall follow the State's procedures for identifying, assessing and educating English
1056 language learners.

1057 **14.8 Education of Students with Disabilities**

1058 The School shall be responsible to provide all special education support services to students enrolled in
1059 the School and may contract with entities to provide special education teacher(s) or related services
1060 subject to confirmation of appropriate licensing. The School shall assign other special education support
1061 staff as necessary to meet student needs.

1062 The School agrees to comply with all its policies and regulations and the requirements of federal and
1063 state laws and regulations concerning the education of children with disabilities and shall provide for the
1064 attendance of any School employees who should be present at any meetings at which IEPs, ETRs or 504
1065 Plans are developed or modified, unless such attendance is otherwise excused by parents as permitted
1066 by law.

1067 The School shall direct the development and/or modification of any IEPs, ETRs or 504 Plans for special
1068 education students enrolled in the School.

1069 The Sponsor or the School may identify from time-to-time changes to the educational program of the
1070 School that

- 1071 • Are reasonably necessary to comply with applicable law for educating students with disabilities,
1072 or
- 1073 • Provide cost savings or other benefits in connection with educating students with disabilities.

1074 After good faith discussion of these changes with the School, the Sponsor shall have the right to require
1075 such changes if necessary to comply with law and shall have the right to recommend, other reasonable
1076 changes on behalf of students with disabilities that coincide with applicable state and federal law.

1077 The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with
1078 Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34
1079 C.F.R. section 300.203.

1080 Special education supports and services shall be available to each student as part of the regular school
1081 day in accordance with the least restrictive environment mandate of federal and state law.

1082 **14.10 Assuring Adequate Yearly Progress**

1083 The School shall develop a plan of intervention for all students not found proficient and submit it to the
1084 Sponsor for approval.

1085 Section 15 Financial

1086 **15.1 Funding**

1087 The School must comply with ORC 3314.08 and properly report students into the Department's EMIS
1088 system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department.
1089 The School agrees to update and correct all student participation information in EMIS including, without
1090 limitation, the percentage of time factor, the school calendar, the start and end date for student
1091 enrollment, student residency information, and any special education information. Should the School
1092 receive a notice of overpayment directly or indirectly from the Department resulting from the School's
1093 over reporting FTE in EMIS, the School shall notify the Sponsor within two (2) business days of such
1094 notice and provide a plan for repayment of any overpayment within thirty (30) business days.

1095 **15.2 Financial Reporting**

1096 The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

1097 The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this
1098 Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment**
1099 **11**. Each year of this Agreement, on or before **June 30**, a revised School financial plan shall be submitted
1100 by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for
1101 each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years.
1102 Revenues shall include the base formula amount that will be used for purposes of funding calculations
1103 under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount
1104 defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and
1105 projected expenses must include the total estimated per-pupil expenditure amount for each year. The
1106 plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of
1107 the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC
1108 3314.08. The Financial Plan must describe the School's financial controls.

1109 **15.3 Fiscal Officer**

1110 The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the
1111 School. The governing authority will not name any individual or entity as fiscal officer or treasurer with
1112 any unresolved fiscal findings. **All money received by the School shall be placed in the custody of the**
1113 **fiscal officer**. The designated fiscal officer shall be appropriately licensed and required to execute a bond
1114 in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the
1115 State, conditioned for the faithful performance of all official duties required of the fiscal officer. The
1116 bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The
1117 designated fiscal officer shall maintain the School's financial records in the same manner and method as
1118 is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The

1119 Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority
1120 shall use its best efforts to require the Licensed fiscal officer to include GAAP conversion or to contract
1121 out for GAAP conversion for the School. The Governing Authority shall ensure that it, and its designated
1122 fiscal officer are fully compliant with the Auditor's office, including the provision of records and the
1123 completion of audit requirements. The Governing Authority shall ensure that the designated fiscal
1124 officer provides fiscal information and reports as required by law, this Agreement, and/or as designated
1125 from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for
1126 the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be
1127 independent from the operator with which the School has contracted and must control all School funds.
1128 The Department will not approve any waivers to allow the operator or management company to
1129 provide fiscal officer services. The Governing Authority must contract with an independent fiscal officer.
1130 A copy of the bond in the minimum amount of \$25,000 is attached with a copy of the fiscal officer
1131 contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the
1132 Sponsor in writing within ten (10) business days.

1133 The fiscal officer shall participate in all pre-audit and post-audit conferences with the Auditor of State
1134 and shall notify the Sponsor in advance of all conferences so that the Sponsor may participate in the
1135 conferences. This provision must be included in the fiscal officer's contract with the School's Governing
1136 Authority that the Governing Authority enters into after execution of this Agreement.

1137 The fiscal officer shall work with the School's finance committee which shall be a committee of the
1138 Governing Authority. The finance committee shall review all contracts, budgets, forecasts, federal fund
1139 plans and expenditures (plan before expenses), disbursements, and monthly financial documents to
1140 ensure that the school remains fiscally viable and that it follows the annual budget and forecasts. The
1141 finance committee shall review any changes or modifications contracts, budgets, forecasts, and , federal
1142 fund plans and expenditures (plan before expenses).

1143 If the School should be declared unauditible under ORC 3314.51, the Governing Authority shall suspend
1144 and replace the fiscal officer and require his/her dedication to assist any replacement fiscal officer(s).
1145 The School agrees that the fiscal services agreement will state that the fiscal officer is primarily
1146 responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing
1147 Authority may be asked to remain in place until a final audit is completed if the School should close and
1148 must authorize that the fiscal officer and/or fiscal officer's agreement remain fully authorized to
1149 proceed to close the School. If the School closes or is permanently closed, the fiscal officer shall deliver
1150 all financial and enrollment records to the Sponsor within thirty (30) days of the Schools Closure.

1151 The School shall work with their fiscal officer to meet all requirements for the School's opening, fiscal
1152 operations and closing if required. If the fiscal officer fails to provide the records in a timely manner, or
1153 fails to faithfully perform any of the fiscal officer's other duties, the Sponsor has the right to take action
1154 against the fiscal officer to compel delivery of all financial and enrollment records of the School and
1155 shall, if necessary, seek recovery of funds owed as a result of any findings for recovery by the Auditor of
1156 State against the fiscal officer.

1157 **15.4 Fiscal Services Agreement**

1158 The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement
1159 shall be employed by or engaged under a contract with the Governing Authority of the School, as

1160 required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and
1161 provide closure and final, or special, audit services; and state that the fiscal officer is primarily
1162 responsible for all financial related portions of the closing procedures if the School closes. The
1163 agreement must authorize that the fiscal officer and/or the fiscal officer agreement remains authorized
1164 to complete the closure process of the School. In addition, any fiscal agreements entered into after
1165 execution of this Agreement must require the fiscal officer to attend finance committee meetings, a
1166 minimum number of governing authority meetings by phone or in person, and participate in pre- and
1167 post-audit meetings. The fiscal officer's agreement is attached with the fiscal officer bond as
1168 **Attachment 12.**

1169 **15.5 Bonds**

1170 ORC 3314.029(C) – Bond. The Sponsor may with thirty (30) days written notice to the Governing
1171 Authority, require the School to post and file a bond with the Superintendent of Public Instruction
1172 payable to the state which shall be used to pay the state any moneys owed by the School in the event
1173 the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this
1174 bond upon receipt of proper notice and within a reasonable time to cure; is grounds for immediate
1175 termination of the Agreement.

1176 ORC 3314.50 - Bond. If the School was opened after February 1, 2016 and is required to post a \$50,000
1177 bond or written guarantee pursuant to ORC 3314.50, the School shall maintain the Bond or written
1178 guarantee with the Auditor of State. The School acknowledges that the Sponsor as a state agency
1179 cannot provide a written guarantee on behalf of the School.

1180 **15.6 Financial Policies**

1181 The School shall follow applicable law, as they apply to community schools, related to procuring and
1182 contracting for goods and services and adhere to best practices, including standard related to arms-
1183 length negotiations and arrangements and conflicts of interest. The School's treasurer shall assist in
1184 drafting policies and procedures relating to the procurement and contracting of goods and services. The
1185 Sponsor may offer guidance on such policies and review the School's compliance with policies and
1186 procedures.

1187 **15.7 Budget**

1188 On or before **October 15** of each year, the School shall submit to the Sponsor its proposed balanced
1189 budget for the current school year along with a resolution approving the budget for Sponsor review for
1190 statutory compliance and compliance with the terms and conditions of this Agreement. The School's
1191 annual budget shall ensure that the School carries at least one-month's cash reserves to continue
1192 operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the
1193 Department Guidance. If the School has entered into a contract with an operator, the budget must
1194 include a detail of all expenditures including a detail of payments to the Operator in the same format as
1195 required by the Auditor of State. The budget as approved by the Governing Authority and any
1196 subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority
1197 resolution approving the budget or budget revision. A material violation of this Section may result in the
1198 Sponsor initiating remedies described in Section 10.

1199 **15.8 Enrollment Projections**

1200 The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for
1201 the next school year with the submission of the May 5-year forecast submission. The estimate is subject
1202 to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the
1203 purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets,
1204 advise the School of its financial status, and that any information provided under this Section shall not
1205 be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or
1206 otherwise inhibiting the growth of the School.

1207 **15.9 Contracting**

1208 The School is authorized to enter into contracts for services pursuant to Ohio law. All contracts shall be
1209 approved during a public meeting and provided in materials to the Sponsor.

1210 The School shall not enter into any contract that does not contain a total contractual amount or states
1211 that the contract "shall not exceed" a specified dollar amount that is included in the annual budget or
1212 five-year forecast as approved by the Governing Authority. All contracts must be reviewed by the
1213 Governing Authority's finance committee.

1214 The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School
1215 acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor.
1216 To the extent agreeable by the contracting party, each contract or legal relationship entered into by the
1217 School shall include the following provisions:

1218 The contract acknowledges that the School is not an agent of the Sponsor, and accordingly contractor
1219 expressly releases the Sponsor from any and all liability under the agreement.

1220 Any financial obligations of the School arising out of this Agreement are subject to annual appropriation
1221 by the Governing Authority.

1222 **15.10 Annual Audit**

1223 The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC
1224 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his/her designee
1225 of an audit, the School shall notify the Sponsor in writing of the time, date, and location of the pre- and
1226 post- audit and all other scheduled meeting with the Auditor. The Sponsor shall maintain a presence at
1227 any and all meetings with the Auditor. All financial records must be kept in the same manner as financial
1228 records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in
1229 accordance with ORC 117.10. The School shall notify the Sponsor of all meetings with the Auditor of
1230 State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written
1231 form each year. **The School shall not waive any entrance or exit conferences or interviews with the**
1232 **Auditor of State or their designee, and the fiscal officer must attend these meetings as a designee of**
1233 **the School. Member(s) of the Governing Authority should attend if possible. The Sponsor shall also**
1234 **attend these conferences if the Sponsor so desires.** If the School receives comments or findings in its
1235 annual audit, the School shall have a post-audit conference and at least the President of the Governing
1236 Authority shall attend the post-audit conference in addition to the Sponsor.

1237 **15.10 Loans**

1238 The School shall not obtain any loans without Sponsor approval and Governing Authority approval of the
1239 application during an open meeting. The Governing Authority may not permit an application for a loan
1240 to be submitted without prior approval by the Sponsor and Governing Authority approval and vote
1241 during a public meeting.

1242 The School shall not obtain loans or funding that encumbers state foundation payments or federal
1243 grants without prior Sponsor approval which approval shall not be unreasonably withheld, conditioned
1244 or delayed.. No loans may be made by the School to any person or entity other than reasonable
1245 employee advances or to other related or controlled entity, without Sponsor approval, which approval
1246 shall not be unreasonably withheld, conditioned or delayed.

1247 Should the School seek a loan from the School's operator or management company, the School must
1248 obtain approval from the Sponsor and provide evidence that said loan is in the best interest of the
1249 School. The fiscal officer must oversee the repayment of the loans and obtain a written loan agreement
1250 with interest at the fair market rate and include a date by which the loan is due and payable.

1251 **15.11 Fiscal Year**

1252 The fiscal year for the School shall commence July 1 and end June 30 of each year.

1253 **Section 16 Employees of the School**

1254 **16.1 Employment of Teachers**

1255 At least one (1) full-time or two (2) part-time classroom teachers each working more than twelve (12)
1256 hours per week must be employed to work in the School. The full-time classroom teachers and part-time
1257 classroom teachers working more than twelve (12) hours per week shall be certified in accordance with
1258 ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve (12) hours per week in the
1259 School pursuant to ORC 3319.301. If the school operates a dropout prevention and recovery program a
1260 non-certificated person may teach in an industry recognized credential program up to forty (40) hours
1261 per week pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be
1262 no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using title I
1263 or Title II-A funds, the schoolwide students to full-time equivalent classroom teacher ratio shall be no
1264 more than 25:1 based upon the State Operating Standard OAC 3301-35-05(A)(3). The School may
1265 employ non-teaching employees. Prior to the opening day of the School each year, the School will
1266 provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a
1267 sufficient number of teachers to support the state teacher/student ratio and all courses and/or grade
1268 levels taught at the School. Although the Governing Authority may employ teachers and non-teaching
1269 employees necessary to carry out its mission and fulfill this Agreement, no contract of employment shall
1270 extend beyond the expiration of this Agreement. The School shall provide the Sponsor with the roster
1271 and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules
1272 governing LPDC must be implemented by the School.

1273 **16.2 Employee Status**

1274 All employees hired by the School or the operator shall be employees of the School or operator,
1275 respectively, and shall not be employees of the Sponsor. All employee discipline decisions shall be made
1276 by the employee's employer. The Sponsor shall have no obligation to employ School employees who are

1277 released or leave the School. Other terms of the employment relationship are described in the
1278 Employee Handbook submitted as part of the School's community school application. The Handbook
1279 may be amended or revised at the discretion of the School or Operator if the Operator is the employer.
1280 The School shall develop requirements and procedures for the disposition of employees in the event the
1281 School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

1282 **16.3 Criminal Records Check/Background/Fingerprinting**

1283 The School shall establish and implement procedures for conducting background checks (including a
1284 check for criminal records) for all employees to the extent required by state and federal applicable laws,
1285 rules and regulations, including but not limited to ORC 3314.41, 3319.31, 3319.39 and 3319.391. This
1286 includes ensuring that all independent contractors and companies that place employees in the school
1287 complete the requisite background checks. The School agrees that the Sponsor shall have access to
1288 these records upon request.

1289 **16.4 Employee Benefits**

1290 The School must provide health and other benefits to all full-time employees, as set out in **Attachment**
1291 **13. Attachment 13** may be amended by the School from time-to-time; however, all such amendments
1292 shall be provided to the Sponsor in writing within three (3) business days of amendment or change. In
1293 the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective
1294 bargaining agreement supersedes **Attachment 13** to the extent that the collective bargaining agreement
1295 provides for health and other benefits. The collective bargaining agreement shall not, under any
1296 circumstances, be a part of this Agreement.

1297 If the School is the recipient of moneys from a grant awarded under the Federal Race to the Top
1298 program, Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment
1299 Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School will pay teachers based upon performance in
1300 accordance with ORC 3317.141 and will comply with ORC 3319.111 of the Revised Code as if it were a
1301 school district.

1302 **16.5 Required Training for Teachers**

1303 Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator
1304 shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and
1305 substance abuse and the promotion of positive youth development within two (2) years of commencing
1306 employment with the School, and every five (5) years thereafter. Prior to opening day, the School will
1307 provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and
1308 credentials and proof of background checks completed for all certified staff including nurse, counselor,
1309 school psychologist or administrator. Each classroom teacher initially hired by the School on or after July
1310 1, 2013 and employed to provide instruction in physical education will hold a valid license issued
1311 pursuant to R.C. 3319.22 for teaching physical education.

1312 **Section 17 Sponsor Fee**

1313 The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will
1314 provide to the School, for and in consideration of providing these services to the School, the School shall
1315 pay the Sponsor a fee of three percent (3%) of the total amount of foundation payments received each

1316 year by the School from the State of Ohio. The fees are calculated from the Department issued
1317 community school settlement report identifying the amount of state funds paid to the School for the
1318 invoice period. The sponsor fees shall be identified on the School's settlement statement and the School
1319 agrees to permit the Ohio Department of Education automatically deduct the sponsor fee from the
1320 School's base foundation payments each month. Payments shall be made by the 30th day of each month,
1321 except for February which shall be on the 28th day. Failure to make required payments may result in the
1322 Sponsor placing the School on probation, suspension or termination pursuant to the terms of this
1323 Agreement.

1324 In the event that the Department subsequently determines that the School received an overpayment of
1325 state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor
1326 shall refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the
1327 Department subsequently determines that the School received an underpayment of state foundation
1328 funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority agrees
1329 to pay the Sponsor the amount of the sponsorship fee underpayment. Any overpayment of
1330 underpayment will be paid following the Department of Education's final fiscal year adjustments known
1331 as "final number 2".

1332 Section 18 School Facility

1333 The School is authorized to locate and operate at 1570 Creighton Ave. Akron, Ohio 44310. If the location
1334 is leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing
1335 Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site
1336 before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or
1337 delayed, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all
1338 matters of assurances required by law, regardless of whether the facility is leased or purchased. The
1339 School shall include in the lease a contingency stating that the lease expires at the end or termination of
1340 the School's Community School Contract or some other contractual protection so that the School does
1341 not get burdened with the lease if it loses the Community School Contract or its funding from the State
1342 of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed
1343 payment. Any facility used for the School shall meet all health and safety standards established by law
1344 for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for
1345 the School must contain a provision that it is an express condition of the lease that the facilities leased
1346 meet all health and safety standards established by law for school buildings.

1347 Prior to entering into any lease or purchase agreements with the Operator, the Governing Authority
1348 shall obtain an opinion from an independent licensed professional in the real estate field that verifies
1349 the lease or purchase agreement is commercially reasonable at the time and provides the fair market
1350 value of the property. This opinion shall be attached as an addendum to the lease or purchase
1351 agreement.

1352 A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs
1353 associated with leasing the facility or annual mortgage principal and interest payments are attached as
1354 **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related
1355 documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the
1356 physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits

1357 or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as
1358 a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of
1359 inspecting the same and as provided in Section 4.1 of this Agreement.

1360 The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities
1361 of the School and to order the facilities closed if those facilities are not in compliance with health and
1362 safety laws and regulations.

1363 The Department as the community school oversight entity has the authority to suspend the operations
1364 of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at
1365 the School that poses an imminent danger to the health and safety of the School's students and
1366 employees and the Sponsor refuses to take such action.

1367 Section 19 Renewal of Sponsorship Process

1368 **19.1 Timeline and Format**

1369 The School shall submit its application for continued sponsorship in compliance with the timeline and
1370 format published by the Sponsor on its website; and such application shall be made available at least
1371 sixty (60) days prior to the date on which the application is due. All applications are subject to the
1372 Sponsor completing a high stakes review pursuant to Section 12.2 of this Agreement and review of the
1373 School's score over the term of the Community School Contract on the Sponsor's performance
1374 framework evaluation as described in Section 12.2. The Sponsor shall provide a decision to the School
1375 on the application no later than January 15 of the year in which the Agreement expires, or by a mutually
1376 agreed upon date following an informal hearing where the School shall have the opportunity to address
1377 the Sponsor about its renewal request. If the Sponsor decides to deny an application or not to accept an
1378 application, it shall detail the reasons in its letter to the School.

1379 **19.2 Application Contents**

1380 In addition to contents required by law and the Department, the application may include comments and
1381 additional information provided by the School about its progress toward meeting the Sponsor's
1382 indicators and meet the statutorily required criteria as set forth in ORC 3314.029. The timeline and
1383 format of the application shall be provided to the School by the Sponsor and shall be posted on the
1384 Sponsor's website.

1385 **19.3 Criteria for Applications or Non-Renewal and Revocation**

1386 The Sponsor may terminate, revoke or deny renewal or an application for any of the grounds provided
1387 by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the School to meet
1388 renewal criteria, or material breach of this Agreement.

1389 All applications must be submitted within the timeframe stated in the application and must be
1390 complete. No incomplete applications will be accepted. All application materials will be provided to the
1391 School sixty (60) days before the due date.

1392 **19.4 Non-Renewal Appeal Procedures**

1393 The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by
 1394 January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be
 1395 in accordance with the requirements of ORC 3314.07.

1396 If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b),
 1397 the School shall close permanently at the end of the current school year or on the date specified in the
 1398 notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in
 1399 which case the following procedures, in addition to the Department's closing procedures adopted in
 1400 compliance with ORC 3314.015(E), shall apply:

- 1401 • Regarding employees, if there is a collective bargaining agreement that applies, the layoff or
 1402 other provisions of the collective bargaining agreement shall be followed. In the absence of a
 1403 collective bargaining agreement, the School may elect to treat employees as laid-off or their
 1404 positions abolished. Expiring employee contracts may be non-renewed.
- 1405 • Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation
 1406 upon which the School was established, all equipment, supplies, real property, books, furniture
 1407 or other assets of the School shall be distributed in accordance with ORC 3314.074 and the
 1408 Governing Authority's Articles of Incorporation and Code of Regulations.
- 1409 • Upon request of the Sponsor, the Governing Authority, School, and/or their agents will
 1410 immediately provide the Sponsor any and all documentation and records, including, but not
 1411 limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure.
 1412 This transmittal of documentation and records to the Sponsor excludes all students' educational
 1413 records, which should be forwarded to the individual student's school district of residence.
- 1414 • In accordance with ORC 3314.44, The School's superintendent, as chief administrative officer of
 1415 the School, shall take all reasonable steps necessary to collect and assemble the students'
 1416 educational records in an orderly manner and transmit the records to the student's school
 1417 district of residence within seven (7) business days of the School's closing.
- 1418 • The School also hereby agrees that it will cooperate fully with the Sponsor to complete the
 1419 appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in
 1420 statute, in the event the School is closed. Any refusal by the School to cooperate fully with the
 1421 Sponsor will be considered a material breach of this Agreement and may serve as the basis for
 1422 any other injunctive relief.

1423 **19.5 School-Initiated Closure, Non-Renewal, or Termination**

1424 Should the School choose to terminate or non-renew this Agreement, it may do so in consultation with
 1425 the Sponsor at the close of any school year and upon written notice to the Sponsor. Notice of intent to
 1426 non-renew or terminate the Agreement must be submitted to Sponsor by January 15th of the year the
 1427 School desires to terminate. The School understands that at the end of that school year, it must
 1428 immediately close or enter into an agreement with another sponsor upon termination of this
 1429 Agreement. If closure is the direction, the School must meet all closure requirements as set forth in the
 1430 closure procedures adopted by the Department pursuant to ORC 3314.015(E).

1431 **19.6 Dissolution**

1432 In the event the School should cease operations for whatever reason, including the non-renewal or
 1433 revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up

1434 of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not
 1435 assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this
 1436 Agreement. Should the School cease operations, the Sponsor maintains the right to continue the
 1437 School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority
 1438 hereunder shall include, but not be limited to:

- 1439 • The return and/or disposition of any assets acquired by purchase or donation by the School
 1440 during the time of its existence, subject to the limitations of Section 19.7 below; and,
- 1441 • Provide student records to the traditional districts where the students reside or transfer of
 1442 records to the schools where the student is now enrolled.
- 1443 • Provide Sponsor with the School's asset report showing all assets purchased with public funds,
 1444 all assets purchased with non-public funds, all assets purchased with non-public funds, all assets
 1445 purchased with Federal Funds, and the ownership of any and all items used by the School.
- 1446 • Provide Sponsor with the Transcripts of all students graduating at any time during the existence
 1447 of the School. Only the transcripts of graduates shall be provided electronically to the Sponsor
- 1448 • Provide Sponsor with a copy of all required closure documents including information regarding
 1449 the distribution of assets and school records.

1450 School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of
 1451 the School. School personnel may be requested to convene meetings with parents at the Sponsor's
 1452 reasonable request and counseling with students to facilitate appropriate reassignment. The School
 1453 must meet all closure requirements as set forth in the closure procedures adopted by the Department
 1454 pursuant to ORC 3314.015(E).

1455 **19.7 Distributing Assets of School**

1456 The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the School's Articles of
 1457 Incorporation in distributing the assets of the permanently closed school.

1458 **Section 20 Recitals**

1459 **20.1 Order of Precedence**

1460 In the event of any conflict among the organic documents and practices defining this relationship, this
 1461 Agreement shall take precedence over policies of either party and the Application and policies of the
 1462 School and mutually-acceptable practices developed during the term of the this Agreement shall take
 1463 precedence over the Application.

1464 **20.2 Amendments**

1465 This Agreement maybe amended or modified to reflect changes in Ohio Revised Code, Ohio
 1466 Administrative Code or any federal regulations. Such amendments will be submitted to the School's
 1467 Governing Authority by the Sponsor and shall specify the provisions being amended and the
 1468 corresponding references in Ohio Revised Code, Ohio Administrative Code, or any federal regulations.

1469 At the School's request, the Sponsor may approve modifications of the School's academic goals and
 1470 objectives based upon school academic progress. Such changes or amendments to the School's
 1471 academic goals and objectives must be approved by the Sponsor and the School's Governing Authority.

1472 Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no
1473 amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the School
1474 Governing Authority and executed by authorized representatives of the Parties.

1475 **20.3 Merger**

1476 This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject
1477 matter. All prior representations, understandings, and discussions are merged herein and superseded by
1478 this Agreement.

1479 **20.4 Non-Assignment**

1480 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to
1481 any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such
1482 assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

1483 **20.5 Governing Law and Enforceability**

1484 This Agreement shall be governed and construed according to the Constitution and Laws of the State of
1485 Ohio. If any provision of this Agreement or any application of this Agreement to the School is found
1486 contrary to law, such provision or application shall have effect only to the extent permitted by law.
1487 Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by
1488 any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision.
1489 The Parties agree, that upon any material changes in law that may materially impact the relationship of
1490 the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in
1491 law, amend this Agreement to reflect such changes.

1492 **20.6 No Third-Party Beneficiary**

1493 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such
1494 enforcement shall be strictly reserved to the Sponsor and the School subject to Section 10 of this
1495 Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action
1496 whatsoever by any other third person. It is the express intent of the Parties to this Agreement that any
1497 person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

1498 **20.7 No Waiver**

1499 The Parties agree that no assent, express or implied, to any breach by either Party of any one or more of
1500 the provisions of this Agreement shall constitute a waiver or any other breach.

1501 **20.8 Notice**

1502 Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon
1503 actual receipt or refusal when sent by personal delivery (subject to verification of service or
1504 acknowledgement of receipt) or one (1) day after deposit with a nationally recognized overnight courier,
1505 or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for
1506 notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the
1507 addresses set forth below. Either party may change the address for notice by giving prior written notice
1508 to the other party.

1509

<p>Sponsor:</p> <p>Director Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183</p>	<p>School:</p> <p>Steel Academy 1570 Creighton Ave Akron, Ohio 44310</p> <p>With a copy to: Amy Goodson, Esq. 288 S. Munroe Rd. Tallmadge, Ohio 44278</p>
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1510 **20.9 Severability**

1511 If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the
1512 remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or
1513 both Parties in accordance with the terms contained herein.

1514 **20.10 Interpretation**

- 1515 • Standards of Compliance. In the event of any disagreement or conflict concerning the
1516 interpretation or enforcement of this Agreement, the Application, and Sponsor policies,
1517 procedures, regulations, or other requirements, unless waived, and compliance by the School
1518 therewith shall be required and measured in the same manner as may be applied and expected
1519 by the Sponsor of otherwise-comparable Sponsored schools.
- 1520 • Business Days. As used in this Agreement “business day” means any day other than a Saturday
1521 or Sunday or a day on which government institutions in the State of Ohio are closed.
- 1522 • Counterparts; Signature by Facsimile or e-Signature. This Agreement may be signed in
1523 counterparts, which when taken together, shall constitute one original Agreement. Signatures
1524 received by facsimile or by electronic signature by either of the Parties shall have the same
1525 effect as original signatures.
- 1526 • Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the
1527 Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference
1528 to the documents in the following order of priority: first, the terms of this Agreement; second,
1529 the Attachments; and, last the Application.

1530 Executed by the following on the dates provided below.

1531

<p>Ohio Department of Education</p> <p><i>Stephanie K. Siddens</i> BPF</p> <p>Stephanie Siddens, Ph.D.</p> <p>Instruction</p>	<p>School</p> <p>Steel Academy</p> <p>DocuSigned by: <i>Amy Goodson</i> BY: _____ Interim Superintendent of Public CE0DAFCCEEF44AC... Its: <u>Board</u> President 3/7/2023</p>
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1532

Appendices

Appendix 1:	Sponsor Opening and Closing Assurances
Appendix 2:	Sponsor Performance Framework & Current Local Report Card
Appendix 3:	Sponsor Operator Guidelines
Appendix 4:	Specialized Education Model Requirements

Attachments

Attachment 1:	Articles of Incorporation and Appointment of Statutory Agent
Attachment 2:	Tax Exempt Determination Letter
Attachment 3:	List of Governing Authority Members names and contact information. Conflict of Interest Policy and Description of How Governing Authority Members are Selected in the Future (unless these processes are included in the Bylaws (Attachment 4)
Attachment 4:	Code of Regulations (Bylaws)
Attachment 5:	Organizational Chart & Job Descriptions
Attachment 6:	School Education Plan including Contract Goals
Attachment 7:	Operator Contract or Management Agreement
Attachment 8:	Insurance Certificates
Attachment 9:	Enrollment Preferences, Selection Method, Timeline, and Procedures
Attachment 10:	Admission, Withdrawal, Suspension and Expulsion Policies and Procedures
Attachment 11:	Financial Plan (Five Year, Year One Budget and Narrative)
Attachment 12:	Fiscal Officer Bond and Fiscal Officer Contract
Attachment 13:	Employee Benefits
Attachment 14:	School Facility Description and Fully Executed Mortgage or Lease

Appendix 1

Appendix 1
School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of _____ I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if _____ should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints _____ (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, 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 costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

Appendix 2

OFFICE OF SCHOOL SPONSORSHIP
SCHOOL PERFORMANCE FRAMEWORK

This framework provides a comprehensive system for evaluation and monitoring of a community school's academic, operational, legal and fiscal performance. This framework is used to inform decisions on renewal and revocation, corrective action and/or probation considerations for sponsored schools. The goal is for each school to achieve 75% or greater points available in each of the respective areas of academic performance, organizational (operations and legal) compliance, and fiscal performance; however, conditional approval may be considered for those schools not achieving 75% in all areas, but averaging an overall 75% score. During a renewal year, evaluation will include consideration of the current year and the most recent three (3) years of data in each respective area.

School Name		School IRN#					
ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS & DROPOUT RECOVERY							
MOST RECENT COMPLETED SCHOOL YEAR	RUBRIC RATING RECEIVED	RATING SCALE					
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
1.	Performance Index Grade	6	5 Stars, 4 Stars or exceeds the overall statewide average	3 Stars or meets the overall statewide average	2 Stars and is below statewide average; or has shown a 10 point improvement over prior year	1 Star and below the statewide average	
2.	Progress Grade	6	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	6	School shows evidence of exceeding mission specific contract SMART goals	School shows evidence of meeting mission specific contract SMART goals	School shows evidence of meeting some, but not all of its mission specific contract SMART goals	Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals	
4.	Performance Index vs. District -where school is located	6	Exceeds performance index of district of residence of student's attending school	Meets performance index of district of residence of student's attending school	Falls below performance index of district of residence by 1-20 points	Falls below performance index of district of residence by more than 20 points	
5.	Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery	6	Exceeds performance index average	Meets performance index average gathered	Falls below performance index average gathered	Falls far below performance index average gathered	
6.	Achievement - Indicators met	6	Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests	Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test	Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test	Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below	
7.	Progress - Multi-Year Index Overall	6	Multi-year index is above 1	Multi-year index is in the range of ±1	Multi-year index is below -1	Multi-year index is below -2	
TOTAL PAGE 1 OF ACADEMIC INDICATORS (42 points available)		42	42				

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS							
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE					
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
8.	Achievement Grade	3	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
9.	Graduation Rate -- 4 Year	3	89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10.	Graduation Rate -- 5 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
11.	Graduation Rate -- 6 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
12.	Graduation Rate -- 7 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
13.	Graduation Rate -- 8 Year	3	90-100%	85-89%	80-84%	Below 80%	N/A
14.	K-3 Literacy Improvement	3	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
17.	Gap Closing)	3	5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
18.	High School Test Passage Rate (Average of indicator)	3	60.0-100%	30.0-59.9%	10-29.9%	0-0.9%	N/A
19.	College, Career, Workforce, Military Readiness	3	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	N/A
20.	Chronic Absenteeism	3	5% or less	10% -6%	11% - state interim goal for the measured year	exceeds state interim goal for the measured year	
21.	English Learner Gap Closing	3	Scores show significant evidence of closing achievement gaps between state average and English Learner students	Scores show evidence of closing achievement gaps between state average and English Learner students	Scores meet the state average for non-English Learner students and English Learner students	Scores show evidence that the school is not closing achievement gaps between state average and English Learner students	Not Rated
22.	Number of 12th Grade Students Earning Points for Graduation	3	More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%	N/A
23.	Local Assessments	3	Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	

Office of Ohio School Sponsorship Performance Framework

School Name	School IRN#					
26. Overall Report Card Grade Compared to 3 Similar Community Schools AS SELECTED BY THE SPONSOR AND APPROVED BY THE SCHOOL in Ohio (grade band and demographic as selected by the school and approved by Sponsor)	3	Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
28. K-3 Early Literacy Literacy Measured beginning with the 23-24 report card	3	(3) Year Average Grade is 4 or 5 stars	(3) Year Average Grade is 3 stars	(3) Year Average Grade is 2 stars	(3) Year Average Grade is 1 star	
29. Progress Grade Measured beginning with the 23-24 report card	3	(3) Year Average Grade is 4 or 5 stars	(3) Year Average Grade is 3 stars	(3) Year Average Grade is 2 stars	(3) Year Average Grade is 1 star	
TOTAL PAGE 2 OF ACADEMIC INDICATORS (51 points available)	51	51				
TOTAL PAGE 2 OF ACADEMIC INDICATORS	51					
TOTAL PAGE 1 OF ACADEMIC INDICATORS	42					
TOTAL OF ACADEMIC INDICATORS	93					
TOTAL OF (3) YEARS OF DATA	0	0				
TOTAL OF ACADEMIC INDICATORS	93					
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	93	100%				

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DOPR SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESSING TOWARD STANDARDS (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade		Exceeds Standard	Meets Standards		Does Not Meet Standards	
9. Graduation Rate -- 4 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
10. Graduation Rate -- 5 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
11. Graduation Rate -- 6 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
12. Graduation Rate -- 7 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
13. Graduation Rate -- 8 Year		Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
14. Combined Graduation Rate		Exceeds Standard	Meets Standards		Does Not Meet Standards	Not Rated
15. Value Added		A or B	C		F	Not Rated
16. AMOs (Achievement Gap Closing)		5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
17. High School Test Passage Rate		36.0-100%	1.0-35.9%	0-0.9%		N/A
18. Number of 12th Grade Students Earning Credentials		More than 70% of Students Earned Credentials	60% of Students Earned Credentials	50% of Students Earned Credentials	Less than 50% of Students Earned Credentials	
19. Number of 12th Grade Students (graduates during the review year) Earned Competency Scores or above on ELA 2 and Algebra 1		More than 60% of Students Earned Competency Scores on Both Assessments	59% -40% of Students Earned/Earned Competency Scores on Both Assessments	A Majority of Graduates Earned a Competency Score on At Least 1 Assessment	Less than 50% of Students Earned a Competency Score on At Least 1 Assessment	N/A
20. Local Assessments (Star Assessment)		Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	
22. Overall Report Card Grade Compared to All Other Dropout Prevention and Recovery Schools Sponosed by OSS		Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
TOTAL PAGE 2 OF ACADEMIC INDICATORS (42 points available)	0	0				
TOTAL PAGE 2 OF ACADEMIC INDICATORS	0					
TOTAL PAGE 1 OF ACADEMIC INDICATORS	0					
23. COMBINED OVERALL ACADEMIC INDICATOR RATING (BOTH SECTIONS FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS)	0					
TOTAL OF (3) YEARS OF DATA	0	0				
TOTAL OF ACADEMIC INDICATORS	0					
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	0	0%				

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#					
OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR	RUBRIC RATING RECEIVED	RATING SCALE					
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
1.	Required Number of Board Members Maintained	3	N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
2.	Meetings Properly Noticed	3	N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
3.	Required Board Member Training Obtained	3	N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
4.	Board Member Qualifications on File	3	N/A	Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
5.	Governing Board Member Meeting Attendance	3	Overall member attendance is greater than 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
TOTAL ORGANIZATION & OPERATIONS INDICATORS (out of 15 available)		15	15				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR	RUBRIC RATING RECEIVED	RATING SCALE					
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL	
6.	On-time Records and Survey Submission	3	School is compliant for 90-100% of ORC/OAC required items	School is compliant for 80-89% of ORC/OAC required items	School is compliant for 70-79% of ORC/OAC required items	School is compliant for less than 70% of ORC/OAC required items	
7.	Contract Compliance	3	School is compliant for 90-100% of contract required items	School is compliant for 80-89% of contract required items	School is compliant for 70-79% of contract required items	School is compliant for less than 70% of contract required items	
8.	LEA Special Education Performance Determination	3	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
9.	Pre-Opening Assurances	3	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	
10.	Site Visit Compliance	3	N/A	School met all site visit requirements in a timely manner (bci/fbi check results, licensure and training documentation, file reviews, and operational/facility requirements)	N/A	School did NOT meet all site visit requirements in a timely manner	
11.	Annual Report	3	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date	
12.	Emergency Management Plan	3	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired	

Office of Ohio School Sponsorship Performance Framework

School Name	School IRN#
TOTAL LEGAL INDICATORS (out of 21 available)	21

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
13. Combined Overall Compliance Indicator Rating	3	(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.	(3) Year Average Indicator Rating is Does Not Meet.	(3) Year Average Indicator Rating is Falls Far Below.	
TOTAL OF (3) YEARS OF DATA	3	3				
TOTAL OF LEGAL INDICATORS	21	100%				
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR	15	100%				
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS	39	100%				

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1. Five-Year Forecast and Annual Budget Submission	6	N/A	May and November forecasts and October budget approved and submitted on time	May and November forecasts and October budget approved and submitted 1-15 days after deadline	May and November forecasts and October budget approved and submitted 16 or more days after deadline	
2. Current Ratio	6	Current ratio is 1.11 or greater	Current ratio is between 1.0 and 1.10	Current ratio is between 0.9 and 1.0	Current ratio is below 0.9	
3. Debt Ratio	6	Debt ratio is 0 - 20%	Debt ratio is 20.1 - 50.0%	Debt ratio is 40.1 - 60.0%	Debt ratio is less than 60%	
4. Unrestricted Days of Cash	6	School has 61 or more days cash available	School has between 31 to 60 days cash available	School has between 16 and 30 days cash available	School has less than 15 days cash available	
5. Maintenance of Effort (MOE)	6	N/A	The School met both ESEA and IDEA-B MOE	School met either ESEA or IDEA-B MOE but not both	School failed to meet both ESEA and IDEA-B MOE	
6. CCIP - Grant Applications, Grant Revisions, and Project Cash Requests (PCR's) Submitted Timely	6	N/A	School has submitted timely (Monthly or at least Quarterly) PCR's and submitted all applications and/or revisions timely	School has submitted some PCR's through the year and submitted or revised CCIP applications timely	School did not submit timely PCR's, Applications or Revisions	
7. Sponsor Reporting	6	All financial reports and response submitted by deadline	No more than (2) financial reports or responses submitted no more than (5)	Between (3-4) financial reports or responses submitted no more than (5)	More than (4) financial reports submitted late or any responses more than (5) days	
8. Pre- and/or Post Audit	6	N/A	School held pre- and post audit conferences	School held a post audit conference	School did not hold either a pre- or a post audit conference	
9. Audit Findings	6	School's most recent audit contains (0) findings, (0) management letter comments, and (0) verbal comments	School's most recent audit contains (0) findings, no more than (1) management letter comments, and no more than (2) verbal comments	School's most recent audit contains (0) findings, no more than (2) management letter comments, and no more than (4) verbal comments	School's most recent audit contains any findings, more than (3) more management letter comments, or (5) or more verbal comments	
10. Enrollment Variance/Sustainment (Current Year vs. Previous Year)	6	Enrollment is greater than 95% beginning FTE	Enrollment is between 91% to 95% of beginning FTE	Enrollment is 81% to 90% of beginning FTE	Enrollment is less than 80% of beginning FTE	
TOTAL CURRENT YEAR FINANCIAL INDICATORS (60 available points)	60	60				

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
11. Combined Overall Fiscal Indicator Rating	3	(3) Year Average Indicator Rating is Exceeds	(3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below	
TOTAL OF (3) YEARS OF DATA (3 points available)	3	3				
TOTAL CURRENT YEAR FINANCIAL INDICATORS	60	100%				
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS	63	100%				

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY		
		RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	93	100%
COMPLIANCE SCHOOL PERFORMANCE	39	100%
FISCAL SCHOOL PERFORMANCE	63	100%
TOTAL SCHOOL PERFORMANCE	195	100%

Appendix 3

Operator/Management Company Agreement Guidelines

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain the following methods for paying fees or expenses: the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's governing authority and independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.
13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the

- Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.
14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
 15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
 16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
 17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
 18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and 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. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/30/2014	201415000719	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	0.00	0.00	0.00

Receipt

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

STEEL ACADEMY, INC.
ANGELINE K. LAWRIE
3085 WEST MARKET ST.
AKRON, OH 44333

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2299098

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

STEEL ACADEMY, INC

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Effective Date: 05/30/2014

Document No(s):

201415000719



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
30th day of May, A.D. 2014.

Jon Husted

Ohio Secretary of State



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

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

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

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

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$125
(114-ARN)

2014 MAY 29 AM 11:57

First: Name of Corporation

Second: Location of Principal office in Ohio
City: State:
County:

Effective Date (Optional) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

Third: Purpose for which corporation is formed

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of **STEEL ACADEMY, INC** hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

~~STEEL ACADEMY, INC~~ ANGELINE K. LAURIE
Name

3085 WEST MARKET ST
Mailing Address

AKRON
City

Ohio
State

44333
Zip Code

Must be signed by the
Incorporators or a
majority of the
incorporators

Angeline K. Laurie
Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, **Angeline K. LAURIE**, named herein as the
Statutory Agent Name

Statutory agent for **STEEL ACADEMY, INC**
Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature **Angeline K. Laurie**
Individual Agent's Signature / Signature on behalf of Corporate Agent

If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.

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

Required

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

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

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

Angeline K. Laurie
Signature

By

Angeline K. LAURIE
Print Name

Signature

By

Print Name

Signature

By

Print Name



Form 590 Prescribed by:
JON HUSTED
Ohio Secretary of State

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

2014 MAY 29 AM 11:57

Consent for Use of Similar Name
(To be filed with new business formation document or amendment to change business name where a name conflict will occur.)

Name of Entity/Individual Giving Consent

Charter/Registration/License Number of Entity giving Consent

Gives it Consent To

To Use The Name

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

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

Signature

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

By (if applicable)

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

Appendix 1
Articles of Incorporation and Statutory Agent



Entity#: 2299098
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 05/30/2014
Location: AKRON-
Business Name: STEEL ACADEMY, INC

Status: Active
Exp. Date: 12/19/2023

Agent/Registrant Information

AMY E. GOODSON
288 S. MUNROE RD
TALLMADGE OH 44278
12/19/2018
Active

Incorporator Information

ANGELINE K. LAWRIE

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	05/30/2014	201415000719
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	06/02/2016	201616103040
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	12/19/2018	201835301080



Wed Jun 19 2019

**UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE**

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



*Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 19th of June, A.D. 2019*

Ohio Secretary of State

Handwritten signature of Frank LaRose in cursive script.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/19/2018	201835301080	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00				0

Receipt

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

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

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2299098

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

STEEL ACADEMY, INC

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 12/19/2018

Document No(s):

201835301080



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 19th day of December, A.D. 2018.

Jon Husted

Ohio Secretary of State

Form 521 Prescribed by:

Date Electronically Filed: 12/19/2016

JON HUSTED
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
 File online or for more information: www.OHBusinessCentral.com

For screen readers, follow instructions located at this path.

Statutory Agent Update
Filing Fee: \$25
Form Must Be Typed

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

Complete the information in this section if box (1) is checked

Name and Address of New Agent
 Name of Agent

Mailing Address

City State ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:

Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent
Mailing Address

City

State

ZIP Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City

State

Zip Code

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

Agent update must be signed by an authorized representative (see instructions for specific information).

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

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

REESA MATHEWS

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Attachment 2

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 04 2014**

STEEL ACADEMY INC
2445 THURMONT RD
AKRON, OH 44313

Employer Identification Number:
46-4030899
DLN:
17053211324004
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
May 30, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

819, 40 112

STEEL ACADEMY INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, reading "Tamer Rippanda". The signature is written in a cursive style with a large, prominent initial 'T'.

Director, Exempt Organizations

Tanner

Attachment 3



Board of Education

2022-2023

Michael Buccitelli, Board Member

michaelbuccitelli@msn.com

Rose Butler, Board Member

rbutler@steelacademyboard.org

Tiffany Jones Board Member

tiffanyjones331@gmail.com

Reesa Mathews, Chairman

rmathews@steelacademyboard.org

Matthew Shaffer, Board Member

mdshaf0509@gmail.com

Sandra Vandiver, Board Member

svandiver@mgae.com

The Steel Academy
1570 Creighton Ave * Akron, OH 44310
330-633-1383

Attachment 4

CODE OF REGULATIONS OF STEEL ACADEMY, INC.

ARTICLE I GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Steel Academy, Inc. (the “Corporation”).

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation’s Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

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

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person’s membership; and
5. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation’s headquarters shall be located and maintained in Summit County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

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

ARTICLE II BOARD OF DIRECTORS

Section 1. Management.

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

Section 2. Authority.

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

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

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

Section 4. Director Vacancies.

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

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

Section 5. Qualifications.

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

Section 6. Compensation.

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

Section 7. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 8. Other Powers.

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

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

**ARTICLE III
MEETINGS**

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

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

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

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

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons

therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

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

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

Section 3. Quorum.

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

Section 4. Vote of Directors.

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

Section 5. Executive Session.

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

**ARTICLE IV
OFFICERS**

Section 1. Election of Officers.

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

a. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject,

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

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

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

d. Treasurer. The Board Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an individual as the corporation's designated Fiscal Officer/Treasurer who shall hold such licenses and receive such training as required by Ohio law.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Assistant and Subordinate Officers.

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

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

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

Section 4. Qualifications and Authority of Officers.

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

Section 5. Term of Office.

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

Section 6. Resignation and Removal.

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

Section 7. Officer Vacancies.

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

**ARTICLE V
COMMITTEES**

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

**ARTICLE VI
BOARD POLICIES**

Section 1. Nondiscriminatory Policy

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status, religion, economic status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national

or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

Section 2. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person. In addition to the ongoing obligation to disclose any conflicts of interest, each member shall annually sign a conflict of interest/disclosure statement.

**ARTICLE VII
INDEMNIFICATION**

Section 1. Indemnification.

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

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

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

**ARTICLE VIII
CONFLICT WITH ARTICLES OF INCORPORATION**

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

**ARTICLE IX
DISSOLUTION**

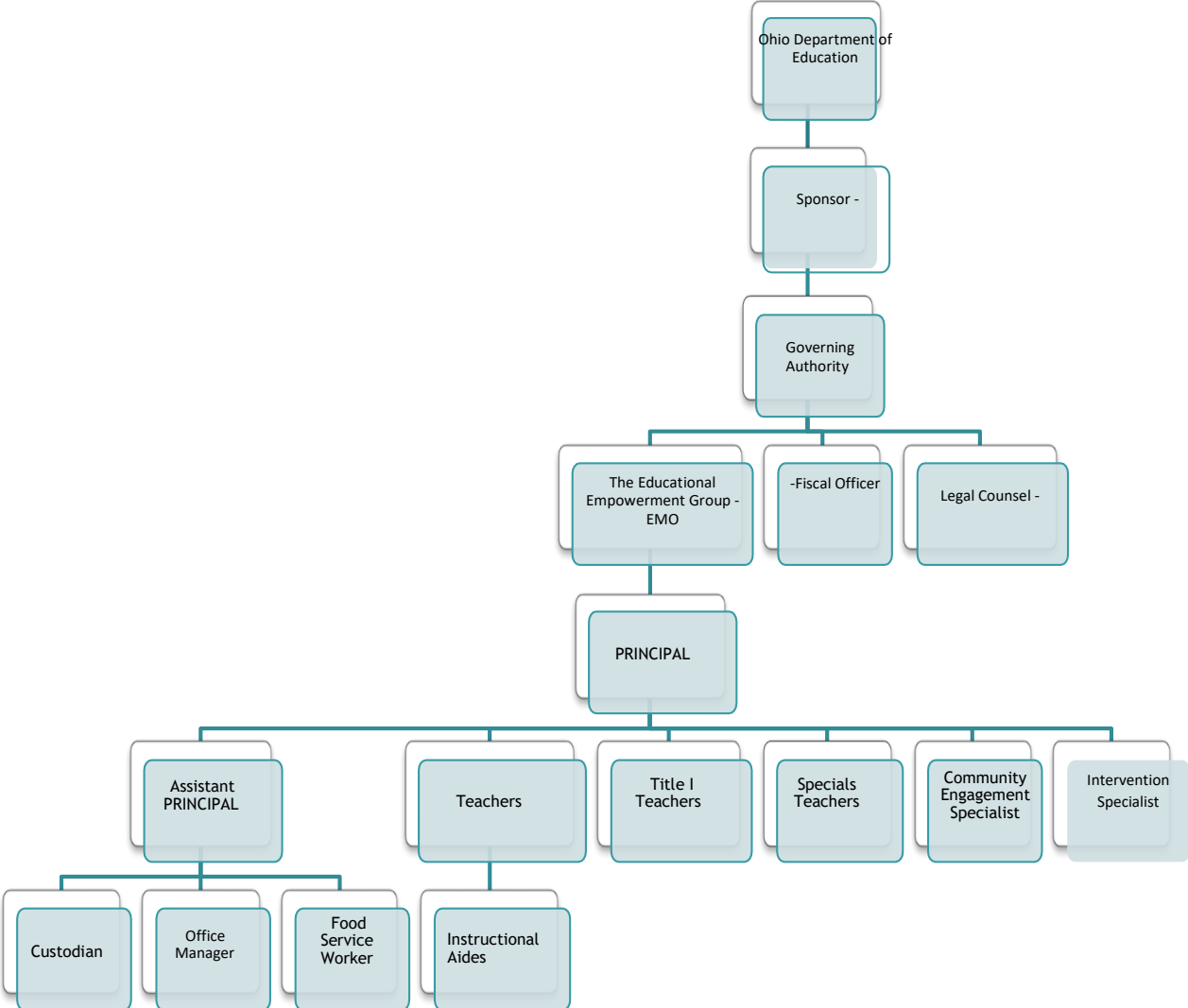
The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal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

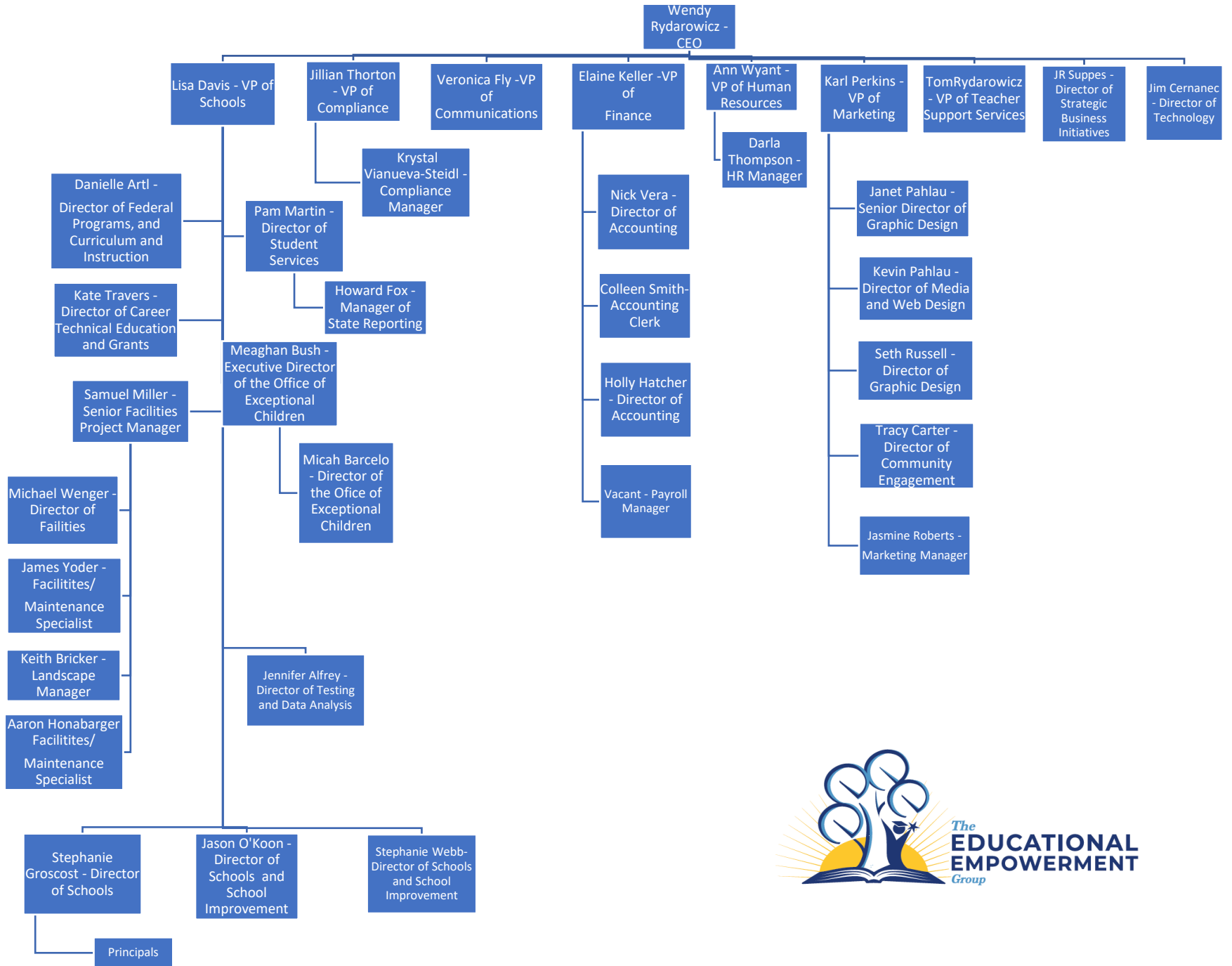
ARTICLE X
FISCAL YEAR

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

Attachment 5

School Organizational Chart







Academic Coach

Purpose

The Academic Coach's primary goal is to provide leadership in the implementation of academic design and strategies, as set forth by The Educational Empowerment Group (EEG). The Academic Coach will ensure that the schools' education objectives are aligned to state frameworks and to instructional practices that yield the highest standards of student achievement and instructional excellence.

Responsibilities

- 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;

Reports to

School Principal

Requirements:

- Bachelor's degree in related field;
- Advanced knowledge of curriculum and instruction;
- OTES 2.0 certification
- Strong communication skills and ability to work collaboratively with management/teachers/ staff/community;



- Able to maintain a positive attitude and a solution based approach to challenges within EEG's schools;
- Strong organizational skills with the ability to manage multiple projects and meet deadlines;
- Support the philosophy and mission of EEG;
- Satisfactory completion of local, state, and federal criminal history check.

Custodian

Responsibilities

- Arranges furnishings and equipment for the purpose of providing adequate preparations for meetings, classroom activities and special events;
- Attends in-service training (e.g. blood borne pathogens, cleaning solvents, floor care, first aid, maintenance training, etc.) for the purpose of receiving information on new and/or improved procedures;
- Cleans assigned school facilities (e.g. classrooms, offices, restrooms, multipurpose rooms, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment;
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution;
- Inspects school facilities for the purpose of ensuring that the site is suitable for safe operations, maintained in an attractive and clean condition, and/or identifying necessary repairs due to vandalism, equipment breakage, weather conditions, etc.;
- Maintains supplies and equipment (e.g. cleaning solutions, paper products, vacuum, mops, etc.) for the purpose of ensuring the availability of items required to properly maintain facilities;
- Paints interior of classrooms, offices, restrooms, etc. for the purpose of maintaining an attractive facility;
- Repairs furniture and equipment as maybe required (e.g. faucets, toilets, light fixtures, etc.) for the purpose of ensuring that items are available and in safe working condition;
- Responds to immediate safety and/or operational concerns (e.g. facility damage, injured and ill students, alarms, etc.) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning educational environment;
- Secures facilities and grounds for the purpose of minimizing property damage, equipment loss and potential liability to organization;
- Assists other personnel for the purpose of supporting them in the completion of their work activities; and
- Perform other duties, as deemed appropriate, by the Principal or Management.

Reports To: Principal

Qualifications:

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

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 lock-downs effectively;
- Assists in curriculum development to meet the needs of all students;
- 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 paraprofessional as assigned;
- Supervises support services 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.

Reports To: Principal

Qualifications:

- Bachelor's Degree in Education or other related discipline;
- Demonstrated successful teaching experience preferred in an urban education setting;
- Minimum of two years demonstrated successful leadership in an administrative position;
- Excellent oral and written communication skills;
- 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.

Enrollment Coordinator

Responsibilities:

- Establish a 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 Academy 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 Academy as it relates to the student information system;
- Prepares customized reports for Academy needs;
- Disseminates information to the principal and other Academy personnel regarding student information requirements for the operation of the student information system;
- Communicates with school personnel, parents, students, and central office staff while complying with the confidentiality requirements in local, state, and federal policies and status;

- Perform the duties associated with receptionist (i.e., answer phones, take messages, greet visitors/guests, address student needs, and release students as requested).
- Assist in yearly enrollment;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management.

Reports to: Principal

Qualifications:

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

ESL Teacher

Purpose:

- The job of an ESL Teacher involves teaching English to students whose native (primary) language is not English. The teacher must develop ways to ensure every student he/she teaches learn how to speak and write English proficiently.
- To help students learn English and achieve literacy objectives by working with individual students or small groups so that they may attain grade level proficiency.

Responsibilities:

- Develop lesson plans that ensure the attainment of state learning and common core standards;
- Makes instructional presentations; conducts discussions; encourages practice; and corrects student work in a manner that promotes language competence;
- Completes all ESL forms;
- Assists in administering and recording such assessment and achievement as recommended for ESL students;
- Seeks advice and assistance classroom teacher to make changes in the instructional plan when evaluation indicates a need;
- Confers with the classroom teacher(s) concerning individual needs on a daily basis.
- Adjusts instruction to objectives and individual needs on a daily basis;
- Provides individual students with positive and prompt feedback on their progress;
- Helps develop and use language resources to support and supplement instructional activities. Renews competence and keeps abreast of new knowledge, research, and practice in language instruction and applies this knowledge to improve the instructional program;
- Establishes positive rapport with students, parents, and school personnel;
- Sets high standards for student performance and achievement;
- Works with one-on-one and small groups to remediate diagnosed weaknesses;
- 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;
- Guide students to develop the broader competencies increasingly important for success in an ever more complex and demanding world of 21st Century Skills;
- Engaging and empowering learning experiences for all learners; and

General School and Classroom Responsibilities:

- Understands, accepts, and abides by the Academy’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;
- 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 Academy 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: Principal

Qualifications:

- Minimum Bachelor’s Degree;
- Certification/Licensure in appropriate teaching area; NCLB Highly Qualified;
- Excellent oral and written communication skills;
- Proficient in computer applications;
- Knowledgeable in use of web resources, online tools, technology tools, etc.;
- Effective organizational skills with the ability to perform multiple tasks; and
- Satisfactory completion of local, state, and federal criminal history check and TB test.

Intervention Specialist

Purpose:

- The intervention specialist is responsible for all aspects of Special Education services and compliance and may provide additional intervention to students not identified for Special Education services as needed.
- The Intervention Specialist must be knowledgeable and proactively stay up to date on all laws pertaining to special education, including but not limited to IDEA. The Intervention Specialist is required to adhere to all regulations outlined in Operating Standards for Ohio Educational Agencies Serving Children with Disabilities.

Responsibilities:

- Insure that all students identified with a disability are given the same learning opportunities as non-disabled students;
- Work closely with the classroom teacher in making sure that student needs are met, IEP goals are taught and IEP provisions are followed;
- Plan and deliver instruction to identified students in the classroom or intervention room, in small group or 1-on-1 as needed to help students meet IEP goals;
- Allot time with each student based on IEP's Specifically Defined Services and learning goals;
- Make recommendations to teachers on ways to best meet the needs of students;
- Proactively communicate with Principal if students are not making the expected progress;
- Develop behavior plans for students whose behavior interferes with their or others' learning and monitor progress;
- Assist with designing intervention and monitoring response to intervention for students who are struggling, but not identified for special education services;
- Meet compliance deadlines for IEP's and ETR's;
- Maintain and update school Special Education Planning file as meetings take place;
- Be knowledgeable of Special Education Forms as they relate to compliance and make sure all documents are completed and have the required signatures in a timely manner, including but not limited to:
 - Pr – 01 Prior Written Notice to Parents
 - Pr – 02 Parent Invitation
 - PR– 03 Manifestation Determination Review
 - Pr – 04 Referral for Evaluation
 - Pr – 05 Parent Consent for Evaluation
 - Pr – 06 Evaluation Team Report (ETR)
 - Pr – 07 Individual Education Plan (IEP)
 - Pr – 09 Services Plan
- Work with Speech and Language Teacher to make sure the speech only IEP's are in compliance;

- Be a member of Speech Only IEP team meetings;
- Contact psychologist for evaluations;
- Make sure that teachers fill out required paperwork needed for Psychologist o Review Psychologist's evaluations for accuracy;
- Brings forward any issues with the Psychologist's evaluation for clarification
- Write IEP's;
- Gather information from the classroom teacher to write specific measurable IEP goals;
- Review the IEP draft with the Classroom Teacher(s) and Principal before the team meeting;
- Use school selected software to write IEPs;
- Organize and conduct team meetings for IEPs and ETRs;
- Make any changes to IEPs based on team decisions;
- Obtain signatures at team meeting and provide final copy to parent;
- Maintain Special Education Files;
- Maintain sign out log for all Special Education files;
- Update Special Education Files as needed;
- Complete Progress Reports;
- Create IEP progress report template with updated goals following any IEP meeting in which goals were revised;
- Work with classroom teacher to monitor goals and update the progress report each semester;
- Make sure all dates are in compliance with deadlines specified by law;
- Complete all Special Education EMIS required reporting;
- Update Section 504 plans yearly;
- Meet with parents to revise 504 plans;
- Facilitate Testing Accommodations during State testing. Evaluation of Intervention;
- Establish effective working relationship with the students' families to facilitate progress toward IEP goals;
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management Company.

Reports To: Principal

Qualifications:

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

Office Manager

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 Academy 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 Academy as it relates to the student information system;
- Prepares customized reports for Academy needs;
- Disseminates information to the Principal and other Academy personnel regarding student information requirements for the operation of the student information system;
- Communicates with school personnel, parents, students, and central office staff while complying with the confidentiality requirements in local, state, and federal policies and status;

- Perform the duties associated with receptionist (i.e., answer phones, take messages, greet visitors/guests, address student needs, and release students as requested).
- Assist in yearly enrollment;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management.

Reports to: Assistant Principal

Qualifications:

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

Paraprofessional

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.

Reports To: Teacher

Qualifications:

- High School Diploma with two years of college or Associates Degree;
- Experience in K-12 Education;
- Strong oral and written communication skills;
- Satisfactory completion of local, state, and federal criminal history check and TB test;
- Demonstrated ability to exhibit strong interpersonal skills with students, parents and administrators; and

Principal Job Description

Responsibilities:

- Pursue the vision and Execute the mission of the Academy;
- Provide instructional leadership and direction to staff;
- Supervise and observe all instructional programs and practices in the Academy, 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 Academy consistent with the philosophy, mission, values and goals of the Academy 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 Academy;
- 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 Academy;
- Conduct meetings, as necessary, for the proper functioning of the Academy;
- 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 Academy.
- 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: Chief Operations Officer

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.



School Marketing and Enrollment Specialist

Purpose:

The School Marketing and Enrollment Specialist's goal is to lead all aspects of the school marketing strategy with the responsibility for developing and implementing localized grassroots marketing and enrollment initiatives with the primary focus on increased enrollment.

Responsibilities:

- Work, in conjunction with the school principal, to ensure enrollment targets are met or exceeded
- Develop, monitor and implement school marketing and enrollment plans and initiatives
- Identifies local target markets and developing strategies to implement
- Explores ways of improving existing products and services, and increase enrollment within schools
- Canvas neighborhoods, daycares and local community agencies to recruit new students
- Manage school website and social media accounts, including updates and content creation
- Help to plan marketing and enrollment events for the school with the expectation to track the increased enrollment within the schools
- Implement the EEG Experience in alignment to EEG Standards
- Perform any other duties as assigned

Reports To: School Principal and works closely with EEG Marketing Department

Qualifications:

- Bachelor's degree preferred, with a focus on Marketing, Communications or Public Relations
- Experience working in graphic design, marketing, social media management a plus
- Experience with sales and/or community canvassing
- Roll requires extensive computer work
- Demonstrated proficiency using standard office software and graphic design and publishing applications including Adobe Creative Suite, Microsoft Office, Internet, FTP, and scanning software
- Ability to work independently as well as part of a team
- Strong communication skills and ability to work collaboratively with management, staff and the community;
- Strong time management skills and the ability to meet strict deadlines;

Requirements:

- Reliable Transportation with the ability to travel
- Must satisfactory complete a local, state, and federal criminal history check as a condition of employment.

Teacher

Responsibilities:

- Develop lesson plans that ensure the attainment of state learning and common core standards;
- Uses computers and other technology provided to assist students;
- Adapts and enriches the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning;
- Information, media and technology savvy;
- Must see the potential in emerging tools and web technologies and manipulate them to serve the students' needs;
- Develop classroom experiences that teaches students not only the facts but how to apply what they learn to solve real world problems;
- Guide students to develop the broader competencies increasingly important for success in an ever more complex and demanding world of 21st Century Skills;
- Provide ample opportunities to all students to develop 21st century skills in activities outside the classroom such as student organizations, physical activities, and service learning;
- Engaging and empowering learning experiences for all learners; and
- Fully connected to learning data and tools for using the data; to content, resources, and systems to create, manage, and assess engaging and relevant learning experiences; directly to their students in support of learning both inside and outside school.

General School and Classroom Responsibilities:

- Understands, accepts, and abides by the Academy'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 Academy 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: Principal

Qualifications:

- Minimum Bachelor's Degree;
- Certification/Licensure in appropriate teaching area; NCLB Highly Qualified;
- Excellent oral and written communication skills;
- Proficient in computer applications;
- Knowledgeable in use of web resources, online tools, technology tools, etc.;
- Effective organizational skills with the ability to perform multiple tasks; and
- Satisfactory completion of local, state, and federal criminal history check and TB test.

Title Teacher

Responsibilities:

- Develop lesson plans that ensure the attainment of state learning and common core standards;
- Uses computers and other technology provided to assist students;
- Adapts and enriches the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning;
- Information, media and technology savvy;
- Must see the potential in emerging tools and web technologies and manipulate them to serve the students' needs;
- Develop classroom experiences that teaches students not only the facts but how to apply what they learn to solve real world problems;
- Guide students to develop the broader competencies increasingly important for success in an ever more complex and demanding world of 21st Century Skills;
- Provide ample opportunities to all students to develop 21st century skills in activities outside the classroom such as student organizations, physical activities, and service learning;
- Engaging and empowering learning experiences for all learners; and
- Fully connected to learning data and tools for using the data; to content, resources, and systems to create, manage, and assess engaging and relevant learning experiences; directly to their students in support of learning both inside and outside school.

General School and Classroom Responsibilities:

- Understands, accepts, and abides by the Academy'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 Academy 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: Principal

Qualifications:

- Minimum Bachelor's Degree;
- Certification/Licensure in appropriate teaching area; NCLB Highly Qualified;
- Excellent oral and written communication skills;
- Proficient in computer applications;
- Knowledgeable in use of web resources, online tools, technology tools, etc.;
- Effective organizational skills with the ability to perform multiple tasks; and
- Satisfactory completion of local, state, and federal criminal history check and TB test.

Attachment 6

2023-2024 Renewal School Application

Attachment 3

Education Plan Template

Please refer to the information below when completing the Education Plan sections. Each section provides guidance and identifies requested information relative to each application/question content area. The Education Plan should be no more than twenty-five (25) 8 ½ x 11” pages with one inch (1”) margins and font no smaller than size 10.

EDUCATION PROGRAM, PHILOSOPHY, AND CURRICULUM

Education Philosophy

State the educational philosophy that encompasses the vision, values and purpose for which the proposed school is being founded. Provide a statement including how the philosophy will be communicated to teachers, families, students, staff, the community and stakeholders.

Statement:

Steel Academy’s philosophy is inspired by the belief that all students have the right to a quality education where they will gain the knowledge and skills for success in future education, employment, and as members of the community. By utilizing various resources to guide instruction, such as diagnostic assessment data, Ohio’s Learning Standards, evidence-based curriculum, and effective instructional strategies, we believe learning gaps can be closed and the potential of all students unleashed. Students who are at risk, such as those who are economically disadvantaged, and those with a learning disability, will find a learning environment that emphasizes a mastery of content knowledge and skills alongside analytical, creative, entrepreneurial, and other cognitive capabilities. Our creative arts program, including our Steel Drum Band, are assets to the educational program and allow for students to be immersed in a diversity of arts. Steel Academy partners with parents, community and teachers for each child's success and provides the requisite skills to help prepare each child for college or career options after graduation.

Teachers and Staff

During initial summer teacher training, teachers are exposed to the educational philosophy through communication and training by the school administrator. Teachers are provided with background knowledge and training on the student population, the diverse needs of the students (including academic, behavior, and support needs), and instructional programs that are utilized to increase the success of the students. Teachers work collaboratively to ensure that their classroom replicates, and is a model of, the educational philosophy of the school. Throughout the school year, teachers continue to work as a team to ensure that all components of the philosophy are upheld and visible to the students.

Families

Prior to the start of each school year, a Back-to-School event is held at the school in which the event is kicked off with an assembly in the gymnasium. The administrator, staff, and teachers provide introductions and a presentation that includes the school philosophy and how this philosophy is integrated into the building. The school philosophy is continuously communicated in the school newsletters that are sent home to Steel Academy’s students and families to ensure that those families who were unable to attend the school events are still cognizant of the school’s

philosophy and manner in which it will be executed.

Students

At the conclusion of the first week of the school year, the administrator and school staff hold a spirit assembly for the students in which the school mascot, theme, and purpose of the school and philosophy are all communicated to the students.

Community and Stakeholders

The community and stakeholders are made aware of Steel Academy's philosophy through board meetings and any outreach services that are provided. Communication can take verbal or written form and stakeholders and community members are aware that all decisions regarding to Steel Academy are aligned to the school's philosophy.

Steel Academy aspires to exemplify academic achievement through evidence-based instructional practices in a positive environment, conducive to learning, leadership and workforce development, and social and emotional development. The Steel Academy philosophy is integrated into every facet of the school.

- Scholarship, leadership and accountability are fostered among students,
- Career Technical Education and Career Based Intervention are emphasized
- Positive Behavioral Interventions and Supports (PBIS) are foundational and incorporated into all aspects of the educational environment.

The education philosophy is shared in State of the School reports in board meetings, school newsletters, social media outlets and the school website.

The school utilizes evidence-based methods which aim to foster academic and operational success through high expectations, positive behavior and motivation. Further, the EEG approach actively involves stakeholders to take ownership of school success, as it takes a collaborative effort to realize achievement. Therefore, parents and stakeholders must be cognizant of goals and strategies to stimulate success. Moreover, parents and stakeholders should be aware and active participants of the action steps implemented to accomplish improvement goals. The community plays a crucial role, as the school depend on partnerships to assist with meeting the immediate needs of students and provide wrap-around services which are directly connected to academic success.

The school places the needs of students at the forefront. The goal is to address every area which impacts the success of the students. Therefore, academic achievement is measured by practicing efficiency in seven crucial areas. Each of these areas are considered pillars which contribute to the overall performance of our schools. The following pictorial representation demonstrates the foundational elements implemented to motivate positive outcomes in all aspects of the school.

Figure 1: EEG Pillars



Core beliefs and values (which align with the school's mission and philosophy):

The mission of Steel Academy is to inspire all students, including those with learning differences, by maximizing their educational experience through the integration of academics with the visual and performing arts. This mission aligns with the core beliefs and values which are as follows:

- Measuring success based on frequent monitoring and performance-based data.
- Developing positive, collaborative relationships that foster continued growth and productivity.
- Using evidence-based strategies to close achievement gaps among students.
- Preparing students for college and careers beyond high school.
- Placing the needs of students at the forefront by providing resources to produce favorable outcomes.
- Embracing new ideas and 21st Century framework to provide relevant learning experiences for students.

Describe the length of the school year and day (include other areas of school design):

The school year will commence in August and end in May. The school day consists of 6.5 hours of instruction per day, which constitutes to 170 instructional days and 1,105 instructional hours. Professional development days are embedded into the school calendar, in addition to parent-teacher conferences and holiday breaks.

Educational Programming

Describe the schools educational programming and the instructional materials that will be used to implement the curriculum.

Statement:

The educational programming at Steel Academy is designed to serve students in grades 6-12. A plethora of instructional resources are utilized to supplement the Ohio Model Curriculum. The school uses the following resources for content area studies:

- ELA – *Into Literature* (6-12) - Houghton Mifflin Harcourt Learning Technology; Tier 3 Wilson
- Writers Workshop (Wilfong) 6-12
- Mathematics – *Into Math* (6-12) - Houghton Mifflin Harcourt Learning Technology; Tier 2 – Waggle Supplemental Practice and Instructional Support
- Science – Houghton Mifflin Harcourt *Science Fusion*
- Financial Literacy - Houghton Mifflin Harcourt
- *Building a Bridge to Your Future* - Get Focused, Stay Focused

All instructors have access to electronic teacher subscriptions for each curriculum resource.

The school's educational programming is based on a student-centered instructional model in which each instructional environment will meet the needs of diverse learners by employing instructional strategies to meet the needs of visual, auditory or kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits. Technology will be integrated into the lessons through the utilization of Promethean tables, Promethean boards, document cameras and Chromebooks.

In each instructional setting, students are challenged to think critically and solve problems through higher level questioning. The school engages a variety of instructional delivery methods which stimulates collaboration and communication skills among students. Each student's learning style and level of ability is considered. Therefore, all instructors integrate differentiated learning into instruction. Students are challenged with individualized, standards-based instruction. The students are presented with opportunities that develop their skills in the areas of communication and global awareness. Moreover, students are encouraged to have a career focus. A strong emphasis is placed on Career Based Intervention, as CBI standards are taught to seventh and eighth grade students. The school utilizes *Building a Bridge to Your Future* which is provided by Get Focused, Stay Focused. This CBI curriculum resource is aligned to Career Based Intervention Content Standards. Elements of Career Based Intervention is embedded in all content areas, and technology is highlighted, as technology skills are paramount in the 21st Century. Students live in an

increasingly global, knowledge-based economy. In order to be competitive, students must have a skill set which includes technology, collaboration, innovation, critical thinking and problem solving. The Steel Academy utilizes educational programming, which is research based and scientifically sound, which includes the following: Computer Based Learning, Student Centered Learning and Project Based Learning.

Computer-Based Learning

The Steel Academy includes components of computer-based instruction into the instructional program which is designed to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence among students. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text. Integration of technology promotes self-directed learning and computer literacy. It also engrosses students into the educational content which enhances learning. Students with various learning styles can be academically successful with the utilization of computer-based learning, as it addresses various modalities.

Through Computer Based Instruction, lessons are sequenced carefully for maximally effective learning of "big ideas." Instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Instructional programs challenge students to use various strategies for solving problems; thereby, enhancing critical thinking and problem-solving skills. The individual lessons use mediated scaffolding. This means that students are presented with problems with a high degree of structure and support from the program. As students become more capable and advance through lessons, the structure is decreased so that they become increasingly independent learners. Computer-based instructional programs teach basic, core skills. These skills are modeled and taught directly by teaching with the primary emphasis on fundamental skills and knowledge. Computer-Based instruction is an integral delivery method in our approach to educate EL students, as it fosters critical thinking and interactive activities which focuses on current grade levels of students. It helps with language and literacy development and integrates elements to address all learning styles. As noted by the National Council of Teachers of Math (NCTM)(2008):

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

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

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

- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

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

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

Student-Centered Learning

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

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

Student centered learning increases student responsibility and motivates them to become invested in their own learning process. It also emphasizes tasks that attract the interests of the students. Effective usage, in conjunction with the traditional direct instructional approach, elevates retention and critical thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students'

individuality and learning styles are considered. EL students can especially benefit from this instructional approach, as it can be linked to different cultures, communities and past experiences. They are also afforded the opportunity to interact with peers.

Project Based Learning

Project Based Learning is an evidenced-based method which yields a high academic success rate among students. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

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

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

- Be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- Be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- Be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- Be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- Improve students’ mastery of 21st Century skills (Hmelo, 1998);
- Be especially effective with lower-achieving students (Lynch et al., 2005); and,
- Provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004).

Instructional Approach

Steel Academy believes in a progressive and rigorous education model to ensure that students are provided with the knowledge, skills, and critical thinking essential for student success. Therefore, when utilizing and potentially seeking additional curriculum supports, the school ensures that the curriculum is aligned to ODE’s Model Curriculum when making any decisions. ODE’s Model Curriculum serves as the foundation for instruction and

assists in developing the pacing, rigor, and tools that are critical in lesson planning and delivery. This foundational approach enables the teachers and staff to plan and deliver lessons that are directly aligned to the Ohio's Learning Standards. When considering curriculum supports and tools to support the teaching of the Ohio's Learning Standards, the school seeks the guidance from Ohio's Evidence Based Clearinghouse to ensure that strategies and supports have the data that proves that they are effective in transforming classroom practices to ensure success in the mastery of the standards. To support the mastery of Ohio's Learning Standards by the students at Steel, the school and its teachers place a high emphasis on enhancing their literacy program by using the Simple View of Reading model (Gough and Tunmer, 1986) to help build the foundation for the literacy program. Teachers have knowledge of current literacy best practices and access to the tools and resources needed to incorporate them and a working knowledge of literacy and the latest research findings about learning that can be applied to all K-8 students. The added depth of programming and training in the foundational grades sets our adolescent literacy teachers up for success as they continue to deepen the students' knowledge on literacy as it applies to later grades.

In addition to the literacy program, the school also completes the same standard of evidence-based curriculum and research, as applicable to the remaining core content areas. Teachers use strategies and best practices that are proven to develop students' critical thinking abilities, collaboration, and depth of knowledge. Technology is embedded into daily instruction to allow for students to be provided with a variety of instructional delivery methods to increase engagement, develop interest in subject matter content and activities. Teachers use Google Classroom as a learning platform to enhance their instruction and student fluency in digital learning skills. Students manipulate the technology to do a variety of activities that correlate to the learning objective. This approach will be an integral component of their future outside of school. Students are provided with activities and programs that develop their ability to use and assess information, collaborate effectively, support innovation, think critically, and solve problems.

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

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

Knowing the standards for the next grade level allows teachers to provide the needed depth of knowledge which enables students to build mastery. Further, this knowledge

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

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.

Instructional delivery methods are designed to foster cooperative learning opportunities for students. The teachers and students collaborate in the learning process to promote student participation to create a meaningful experience. The needs of students are the focal point of

instruction. Therefore, it is imperative that instructional methods support every learning style, and students are empowered to take ownership of their individual learning process.

Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, their academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

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

Instructional Support

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



Details of Foundational Pillars Which Inform Education Program

Data Driven Decisions – Data analysis is essential in making informed decisions to stimulate improvement. Every action in a school building can impact overall student success. Therefore, it is crucial that every decision is based on data. Data points to be considered are, but not limited to the following:

- Summative and formative assessment data
- Attendance data
- Disciplinary data

- Classroom Walkthroughs
- Lesson Plan data
- Graduation Rates
- Career Technical Education Program data
- PBIS data
- Parent Involvement
- Community Outreach
- Professional Development

Student assessment and data-driven decision making will be core values of Steel Academy. Assessment is the avenue by which staff can identify, measure, and ensure students are mastering Ohio's Learning Standards and making academic progress. At the beginning of the school year and throughout, a battery of assessments will be administered to students. Steel Academy will first use the baseline results to understand each student and meet his/her individual academic and social needs. The results will inform instruction, determine student strengths and limitations and provide instructional teams with valuable data to be utilized to measure student progress. Additionally, the information will allow teachers to employ effective remediation or acceleration strategies, and the data is used for Individual Learning Plans.

Assessment data also provides knowledge of which students are at risk and ensures intensity of instruction is based on the individual student need. Steel Academy will use a variety of data points to evaluate overall performance as a school and make decisions for continuous improvement. Analysis of assessment results by cohorts and school improvement teams will help identify weak areas where teaching style or curriculum may need to be changed or additional professional development. Weak areas may also indicate a need for re-teaching or expansion on the content. The collection of data enables all stakeholders to make meaningful decisions at multiple points during the year and obtain critical information to document and monitor student progress and to disaggregate results according to federal mandates.

Educational Leadership - In many charter schools, the building level leadership is stretched in so many different directions that it is impossible for them to focus on academics and quality instruction. EEG is committed to addressing all operational tasks and concerns at a management level to allow the school's administration to solely focus on being the instructional leader. EEG will provide a comprehensive management package that allows the building principal to focus on the day-to-day responsibilities of running a school, which will ultimately allow them to focus on the quality of instruction that is being delivered to students in the Academy. EEG will not only provide hands-on professional development, coaching, and mentoring for staff, we will allow the school principal to be the instructional leader by removing the ancillary responsibilities and tasks that take away from being the instructional leader. EEG will provide all of the necessary functions and supports to allow this to occur. The supports include, but is not limited to providing the educational program, professional development, curricular support, procurement, state reporting including the student information system, food service, financial services, grants management, and facilities management. Research in educational administration suggests that principals who focus their efforts on creating a school environment conducive to teaching and learning—so-called instructional leadership—are most likely to facilitate school improvement (Robinson, Lloyd, & Rowe, 2008). The Academy will receive consistent and on-going, on-site support from EEG. The staff will be asked to complete a bi-annual survey evaluating the management company. The survey results will assist the management company in continual improvement and modifications.

Targeted Professional Development - EEG will implement a targeted and focused approach to professional development. Programs and systems alone will not increase student performance; the key factor to success is employing, growing and developing quality staff. Staff and

administration will be given a 360-degree evaluation to determine their areas of strength and weakness to materialize individualized development.

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

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

EEG's model is built on the concept of empowering students with 21st Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills. The knowledge and skills defined in Ohio's Learning Standards are within reach of all of our students. EEG's educational program and curriculum will directly correlate with Ohio's Learning Standards and serve as the base for curriculum in all subjects. Ohio's Learning Standards will provide the base of a student-centered curriculum. Students will work in teams on projects that require critical thinking and the application of problem-based learning. This approach makes learning more relevant and allows students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

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

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

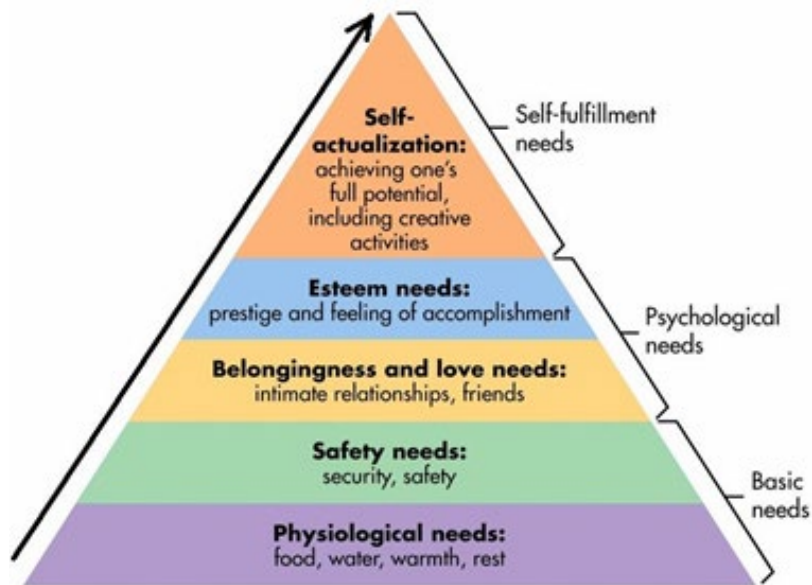
Community Resources/Involvement- EEG takes the popular proverb, "*It takes a village to raise a child*" to heart. EEG understands that community and parental involvement makes an enormous impact on students' achievement, students' attitudes toward school and their daily attendance. Involving families and the community in our education processes will create strong partnerships with families and the community. Southwest Educational Development Laboratory

states, "When schools, families, and community groups work together to support learning, children tend to do better in school, stay in school longer, and like school more." We realize that the school's strength lies in the hands of its families and the extent to which they become involved in the daily activities of students.

The school will engage families in ways that improve academics and support parent involvement at home and school. The school will outline their expectations of parents and regularly communicate with parents about what their children are learning. We will provide opportunities for parents to talk with school personnel about their role in their children's education through home visits, family nights and well-planned parent-teacher conferences and open houses. Families and community will be provided with frequent and timely information about school events and partnerships. Parents/guardians will be provided their child's progress and achievement on an on-going basis. As a part of our commitment to continuous improvement, a parent survey will be distributed twice per year to determine the level of parent satisfaction with the school, to improve our offerings and services to parents and students.

Not only will we focus on the family, but we will also work to bring community resources into the school, providing complete wrap-around services for families. We will strive to provide on-site medical, dental, and psychological and counseling services, as well as a week-ender bags that contain healthy food items for families, due to the fact many of our students experience food insecurity. Plus, we will encourage students to participate in our after-school programs, where they receive extensive academic support, dinner and engage in a wide range of recreation and enrichment activities. Ultimately, these services are aimed at addressing students' needs based upon Maslow's Hierarchy of Needs as referenced in the chart below:

Maslow's Hierarchy of Needs



The school services at-risk students, and many students lack the first level of Maslow's hierarchy of needs. It is our belief that the first level of Maslow's hierarchy must be addressed in order to increase student achievement and promote positive school culture.

Positive School Culture – Steel Academy 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, our 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 our classrooms, school, and family and community engagement program

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.

Describe how the education program will serve the diverse needs of the individual students (provide evidence and explicit research citations or other data that was reviewed by the school in selecting the educational program (this research and data should include information related to how the program and practices will result in improved student outcomes, high academic achievement and the attainment of knowledge, skills and experiences that ensure college and career readiness):

The needs of our students are the focal point of instruction. Computer-Based, student-centered and project-based learning approaches allow students to learn from peers through collaboration and independent learning. 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 effect all learners, including students with disabilities that those students who are performing at the lowest 20% of achievement. One of the benefits is higher achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with various styles. As students' learning styles are discovered, and instruction is designed to support the learning styles, their academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

Teachers 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 dendrite 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. Students with disabilities will increase their knowledge through this robust and rigorous model, as they will learn by doing.

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).

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 the following:

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

Waxman, et al. (2003) conducted a meta-analysis of the effectiveness of instructional technology on student outcomes. The results of this quantitative synthesis show a positive effect of teaching and learning with technology on student outcomes. The findings also revealed no significant differences across the contextual categories of study quality, teaching, and technology characteristics. In other words, the results can be generalized across a wide variety of conditions that have been investigated as well as across student, school, and study characteristics.

The education program at Steel is designed to reach all students, including students with disabilities and low performing students, as the program meets students at their skill/ability level and fosters academic growth through scaffolding, gradual release, project-based learning and the integration of technology. This approach promotes college and career readiness, as it promotes critical thinking, problem solving, collaboration, communication and kinesthetic learning.

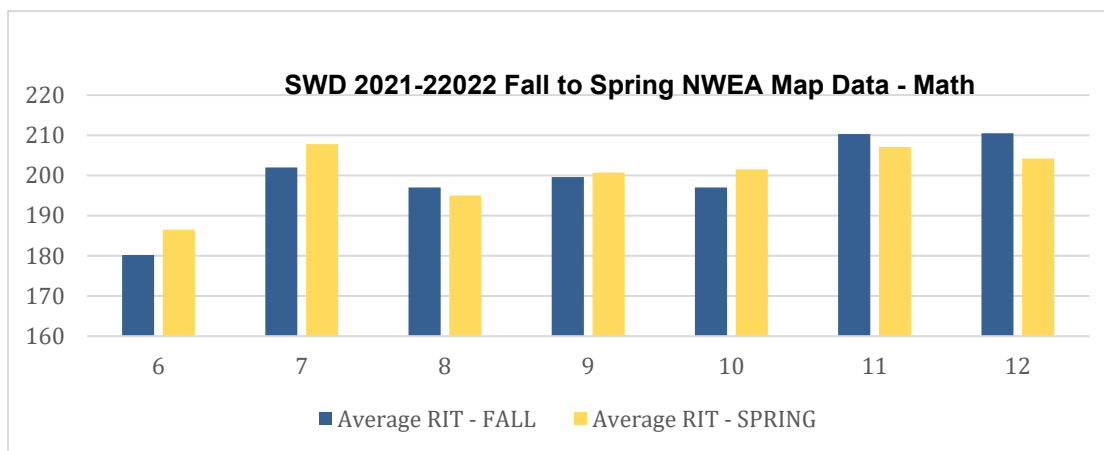
Provide data to show that the education program demonstrates an understanding of the school’s special education obligations:

The Steel Academy education program was designed to meet the needs of every student. The progress of every student subgroup is monitored throughout the year to evaluate whether the school is utilizing effective action steps and supports. Special education students are assessed throughout the year during NWEA Map testing administration, and the SPED teams follow protocols, as outlined in students’ IEPs. Progress towards closing achievement gaps is closely

monitored, and the data informs instructional strategies geared towards students' success. The charts below reflect student performance among Students with Disabilities from fall 2021 to spring 2022, as evidenced by NWEA Map assessments.

SWD Math Data

Grade	Fall Average RIT – Math	Spring Average RIT – Math
6	180.2	186.5
7	202	207.8
8	197	195
9	199.6	200.7
10	197	201.5
11	210.3	207.1
12	210.5	204.2

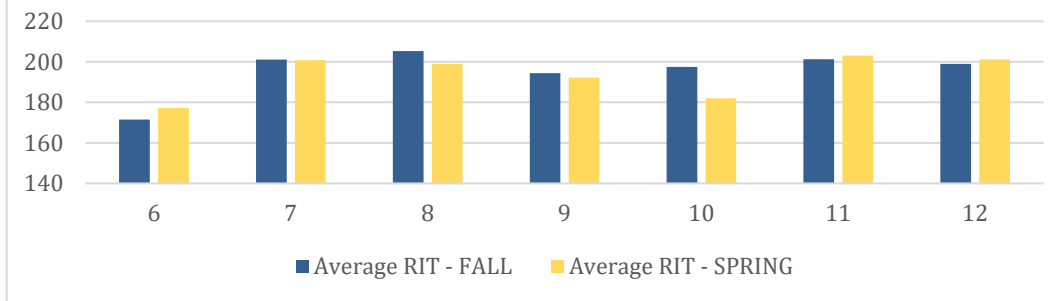


There are 75 students who are designated as Students with Disabilities at Steel Academy. The data reflects students with disabilities in grades 6,7,9 and 10 increased overall performance in math from fall to spring during the 2021-2022 school year, while students in grades 8, 11 and 12 declined. The math goal for SWD is as follows: By the end of 2023, students with disabilities in grades 7-12 will improve their performance on the NWEA Math Map test by increasing their growth by 5% from their 2018 fall baseline score. Steel is actively working to accomplish this goal. The Building Leadership actively collaborates with SPED teams to discover which math standards should be remediated. In addition, a root-cause analysis is conducted to discover the cause of the decline. For example, the decline may be due to lack of attendance or behavior, which impacts instruction and student achievement.

SWD - Reading Data

Grade	Fall Average RIT - Reading	Spring Average RIT – Reading
6	171.5	177.2
7	201.1	200.8
8	205.3	199
9	194.4	192.2
10	197.5	182
11	201.3	203.1
12	199	201.2

SWD 2021-22022 Fall to Spring NWEA Map Data - Reading



The reading among SWD shows slight increases from fall to spring among students in 6th, 11th and 12th grades. Students in grades 7,8,9,10 declined in overall performance. Students need improvement in all areas. The goal among students with disabilities in reading is as follows:

By the end of 2023, students' w/disabilities in grades 7-12 will improve their performance on the NWEA Reading Map test by increasing their growth to 5% from their 2018 fall baseline score.

This goal will continue, and additional action steps will be implemented through the collaboration of BLT and SPED teams.

The needs of students with disabilities are carefully taken into consideration, as students are included into regular classroom instruction which addresses various learning styles and skill levels. Interventions are provided as outlined, and monitoring of progress occurs on a quarterly basis.

Describe the methods, service, and staffing the school will employ to provide a free, appropriate public education (FAPE) to all students with special needs:

The school is dedicated to excellence for *all* students. Students with special needs are approached as students first, given all the rights, responsibilities and choices as their non-disabled or English-proficient peers. Steel Academy will follow The Ohio Department of Education's Special Education Model Policies and Procedures. The school will provide students with disabilities services that implement and comply with federal, state, and local procedures and policies, respectively, including, Section 504 of the Rehabilitation Act of 1973, Individuals with Disabilities Education Act ("IDEA"), and Ohio State Plan for Special Education. No student with a disability will be unlawfully excluded from participation in any program or activity of the school, nor will the student be subject to discrimination by the school.

This includes, but is not limited to:

- Provisions for a Free Appropriate Public Education ("FAPE");
- A non-discriminatory policy regarding identification, evaluation, selection and location;
- Individualized Education Plans ("IEPs") to include meetings with the student's family, the Local School District ("LEA") and Quest staff; and
- All students with disabilities will be educated in the least restrictive environment ("LRC").

The school will be guided by the principles set forth in the *Every Student Succeeds Act*, which ensures the academic success of every student, including:

- All students must be held to the same challenging standards;
- All students must be assessed;
- Progress of students is to be consistent;
- Assessment results must be reported to parents; and
- Student progress is monitored regularly, and improvements are noted.

Educational Approach and Curriculum for Students with Disabilities

The school will utilize an inclusive model by providing for appropriate assessment, program design, modifications or accommodations, and the utilization of Intervention Specialists, tutors, and other related service personnel as required and determined appropriate by the IEP committee. Tutors and other staff will work under the direction of the Intervention Specialist. The staffing of Intervention Specialists will be determined based on the number of enrolled students with an active IEP. Modifications and accommodations will be used as needed.

All curriculum resources are aligned to state and national standards. Since employability skills are an integral part of the Steel Academy program and part of the requirements for graduation from the program, the Vocational Specialist will collaborate with the Intervention Specialist to assist students with disabilities in developing employability skills, job-seeking skills, and self-advocacy skills that will lead to successful employment. Additionally, the IEP committee will provide assistance in job placement activities for the student, which will maximize the student's skills and potential.

Students who do not have success with the stated strategies may work directly with the Intervention Specialist and/or aide in individual and small group settings. Alternative programs and textbooks will be utilized so that each student has the opportunity to successfully access the regular curriculum. In cases where the foregoing solutions are not working and a greater disability is suspected, the IEP will be modified, making necessary accommodations to permit students with disabilities to access learning opportunities on the same basis as general education students.

Ongoing Assessments for Students with Disabilities

Students with disabilities will be assessed on an ongoing basis. Each course's curriculum is developed to include regular assessments to determine student mastery. If a student does not exhibit mastery, the Intervention Specialist will work with the classroom teacher to modify the curriculum and/or pace of delivery within the general lab setting. All classroom teachers will be provided with the appropriate IEPs and staff support to address the identified goals. The General Education and Special Education Staff will be provided training to effectively read and interpret IEPs and ETRs to accommodate the students' needs in and out of the classroom. Students with IEPs indicating they will be using an alternative assessment will be provided these assessments under the same guidelines as other students with disabilities in the state of Ohio in compliance with state's standards.

Commitment to Serving the Needs of Special Education Students

Steel Academy will provide support for the needs of students with disabilities to ensure their success in the general student population's learning environment. This support will be integrated with the Steel Academy program. The school will provide accommodations/modifications as necessary to permit access to technology-based learning and the related services designated on the student's IEP. The modifications/adaptations will include, but are not limited to:

- Adapted curriculum assignments;
- Test modifications;
- Computer pacing and remediation; and
- Adaptive computer devices.

Programming for Students with Disabilities

Students that are identified as student with a disability are serviced within the educational environment under an Individualized Education Plan (IEP). Based on the needs that were agreed

upon from the ETR, the IEP team determines the most appropriate goals to address those needs and will also determine if the student requires related services that may be in a push-in or pull-out setting depending on the student's need. The team will also follow the Accommodations Manual from the Ohio Department of Education to determine the most appropriate accommodations for both the classroom and district/state testing. The IEP must be tailored to meet the student's needs, describing specifically what the student needs to make progress in the general curriculum. Additional educational programs and assessments such as, Wilson Reading and NWEA/Maps will be used throughout the educational environment.

Outline how the school will roll out the Response to Intervention (RTI), its capacity to implement such efforts, and the specific methods to monitor progress:

Steel Academy students will be assessed through multiple measures to ensure every student is making academic progress. This data will be used to drive the **Response to Intervention process**. The National Center on Response to Intervention (NCRTI) provides the following definition: Response to Intervention integrates assessment and intervention within a multi-level prevention system to maximize student achievement and to reduce behavior problems. With RTI, Steel Academy will identify students at risk for poor learning outcomes, monitor student progress, provide evidence-based interventions and adjust the intensity and nature of those interventions depending on a student's responsiveness, and identify students with learning disabilities.

Response to Intervention framework encompasses the following three tiers of intervention:

TIER 1: Universally screen all students for early identification, conduct general education progress monitoring. Utilization of core programs, adjustments through small group instruction, differentiation of instruction based on analysis of data, and modification of materials.

TIER 2: Monitor at-risk students more frequently to evaluate the effectiveness of instructional changes. Additional assessments given to identify specific areas of strength and weakness. Increased instructional time given on weaknesses through the use of small group instruction, curricular software, and one-on-one instruction.

TIER 3: Write individualized annual goals, conduct intensive progress monitoring, and document the effectiveness of interventions for those who need intensive instructional services. This includes longer more intensive instruction that includes targeted content and specialized instruction.

The Executive Director and Director of OEC for EEG will evaluate the school's special education program through various methods. One example of this will be through weekly reviews of the students with disabilities roster (SWD roster) to ensure timeline compliance and thorough submission of all special education events. The SWD rosters also serve to inform administrators and Directors of OEC when an intervention specialist is approaching caseload or workload limits, as outlined by ODE.

The Director of OEC is also invited to each IEP and ETR meeting for each school, not only to assist when needed, but also to ensure that appropriate services are being provided to the student. The Executive Director of OEC will use the Special Education Ratings and Special Education Profiles from ODE to determine areas of need at each school. Specific professional development will be created based off the findings of each of these methods.

Describe the process the school will use to annually evaluate, review and revise the education program and make adjustments based on the student population:

Each year, Steel Academy will analyze summative and formative assessment data to determine the effectiveness of the education program. The District Leadership Team will work directly with the school Building Leadership Team to review school improvement goals and action steps to determine progress. Action steps are evaluated, and adjustments are made based on progress.

The One Plan at The Steel Academy provides a tool for identifying needs and establishing a common approach to meeting those needs. The One Plan will contribute to overall school performance by:

- Establishing an understanding of the “big picture” of Steel Academy’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.

The school has formulated teams to evaluate goals and action steps to ensure continuous improvement and positive student outcomes are occurring each year.

Teams:

The **Building Leadership Team (BLT)** will meet bi-weekly to review overarching goals and assess the effectiveness of action steps. The team will adjust action steps as needed to ensure growth goals are realized in all areas. The BLT consists of classroom teachers from various grades, intervention specialists, Title I teachers, administration staff, management team staff, non-certified staff, community members, board members and parents.

Teacher-Based Teams (TBT) will meet weekly to discuss classroom data, short and long assessments, pre and post assessments, and state assessments. Teacher Based Teams are composed of teachers divided by subject area and/or grade levels, instructional aides and academic coaches.

The **District Leadership Team (DLT)** 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 One plan. DLT members are as follows: management teams (academic and operational), teachers, community partners, school leadership team and board representatives.

Processes:

Data is collected first at the classroom where it is reviewed by the teacher – the data could include teacher observations, short cycle assessments, end of course tests, pre and post assessments, state assessments and student grades. The teacher will monitor and share with the TBT. The BLT and DLT review the data to evaluate the efficacy of the action steps outlined for improvement.

The District Leadership Team (DLT) will collaborate with the Building Leadership Team to evaluate the curriculum and the supplemental materials. Changes and/or additions in curriculum resources will occur based on alignment to Ohio’s Learning Standards and overall student achievement data. are deficiencies in the curriculum or supplemental materials.

The DLT will evaluate the One Plan Goals quarterly in order to assess the effectiveness of outlined strategies and determine what additional resources may be needed, such as

professional development and supplemental resources. The One Plan 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 One Plan. Funds from the CCIP will be utilized in order to reach the goals of the One Plan.

In addition to the aforementioned, data analysis of various measures will inform the effectiveness of the education program. In order to objectively measure the performance of students, staff, and our buildings overall, The Educational Empowerment Group (EEG) strategically developed a robust data warehouse. The data warehouse is built upon the foundational beliefs of EEG, that with each pillar at its peak performance, academic achievement will occur. The name of the data warehouse, **Educational Metrics of Performance Outcomes With Evidence and Reasoning**, speaks to its purpose and goals.

The E.M.P.O.W.E.R. Data Warehouse will:

1. Provide real-time, actionable data for Steel Academy stakeholders to utilize to make immediate decisions.
2. Provide a centralized location to pull/view charts/graphs shortly available after completion of local (NWEA MAP) and state (OST) assessments.
3. Provide longitudinal data.
4. Standardize how data is displayed, analyzed, and interpreted to allow smarter and quicker data-driven decisions to be made.
5. Enable drill down data from a school level – to teacher level – to student level, providing a chance to really unpack data.
6. Provide data in reference to EEG's seven pillars to include test scores, attendance rate, discipline incidents, school climate, instructional practices, targeted instruction/professional development and community resources within the school.
7. Provide approximate scores on areas of the Ohio State Report Cards. This will allow us to utilize reports to determine an estimate of where Steel Academy will score in various components of the State Report Card, prior to being released by the state.
8. All stakeholders have access to the E.M.P.O.W.E.R. Data Warehouse which shows complete transparency. The E.M.P.O.W.E.R. Data Warehouse provides a mechanism that all stakeholders can utilize for continuous improvement dialogue.

The E.M.P.O.W.E.R. Data Warehouse provides measuring and reporting performance in a drill down capacity – *Building -> Teacher -> Student*. One can view building level data to determine overall accomplishments and/or needs. Teacher level data to determine professional development needs, teacher effectiveness, and performance growth or declines. Student level data to determine mastery of state standards (based on performance on state standardized tests), instructional gaps, measures of growth, and non-academic needs.

Data is also viewed and analyzed based on cohorts of students, whether that is English Learners, students with disabilities, economically disadvantaged, etc. The warehouse can drill down to groups of students with certain characteristics in order to ensure we are growing academically and meeting the holistic needs of ALL students.

The E.M.P.O.W.E.R. Data Warehouse allows the EEG management staff to review individual student academic data to ensure we are (1) growing students and (2) meeting their basic needs. This could mean providing dental services onsite at the school building or after school tutoring. We want to ensure we are developing each student holistically. Developing the whole student allows a student to solely focus on being a student and removing the various barriers students ultimately face.

Student surveys will also be administered to the student population which questions students on their social / emotional development, to ensure the needs of the whole child are being met.

All data points will be reviewed regularly to evaluate whether the education program is effective.

Outline any supplemental services, non-classroom learning, and after school programs that will enhance the educational environment:

Steel Academy strives to facilitate a well-rounded experience. To this end, the school has partnered with community entities to provide services of which students and families can take advantage. Current community partnerships are as follows:

- Child Guidance and Family Solutions (In School Mental Health Counseling)
- Families First Health Services (Behavioral Health Agency)
- OOD (Opportunities for Ohioans with Disabilities)
- Food Pantry (Akron/Canton Food Bank)
- University of Akron- Educational Talent Search Program
- Red Oak Behavioral Health
- YMCA Mentoring Program
- Culinary Arts Program
- Remedy Church Partnership
- Summit DD
- Beyond Expectations Barber College

Sports/Arts/Clubs

The school offers sports, arts and music programs and clubs to foster collaboration and communication among students and a positive school environment. Steel Academy facilitates an elevated experience among students that motivates them to get involved and contribute to the success of the school. Making a positive contribution promotes ownership among students and favorably impacts the school.

After School Extracurricular Activities

Boys and Girls Basketball
Cheerleading
Steel Drum Band
Flag Line
Flag Football

In School Clubs

Cooking club
Sports club
Board game club
Video game club
Art club
Movie club

Students can participate in prom, homecoming, clubs, afterschool tutoring, arts programs, senior field trips and other school events designed to enhance the overall programming.

Curriculum and Instruction

Community schools have the unique ability to select the curriculum models that best reflect the mission and educational philosophy of the school and best serve the needs of the student population. The school curriculum ensures students are college and career ready. The curriculum should reflect a rigorous academic program. Proposed schools should align their curriculum with Ohio's Learning Standards, which are available at <http://education.ohio.gov/Topics/Learning-in-Ohio>.

Detail the high-quality content-focused learner centered curriculum (and outline if the school uses the Ohio Model Curriculum):

Delivery methods for curriculum and instruction:

Steel Academy utilizes the Ohio Learning Standards and the Ohio Model Curriculum to inform instruction.

Ohio Learning Standards- <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>

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

The school's mission is served by providing the school's students with an individualized and self-paced program with a schedule set in an environment that is responsive to its student's needs, and by providing an educational experience that leads to a high school diploma and post-secondary success.

All courses are aligned to Ohio's New Learning Standards. The entire curriculum selected for use at Steel Academy is evidence based, rigorous, and tightly aligned to the Ohio Learning Standards. It balances the basic skills required with challenging content that builds the prerequisite knowledge needed for college and career readiness.

The Ohio Learning Standards will guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

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

Steel's vision is that graduates from our school will exceed expectations in the areas of academics, college preparation and success, career success, character development, and personal satisfaction. Our curriculum is designed to help our students overcome the wide range of challenges faced by educationally at-risk students.

Process for ongoing development, improvement and refinement of curriculum:

Our school mission and goals, as well as our expectations for student achievement guide the process of maintaining a relevant and up-to-date curriculum and instructional resources. After each year of instruction with the curriculum, teachers and the school administrators will evaluate the effectiveness of the curriculum materials, integrated themes, 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 Steel's academic goals. The effectiveness of the curriculum will be evaluated based on the assessment data available, which will include, but may not be limited to the following:

- Reading Assessment results
- Analysis of Formative Classroom Assessment results
- Teacher Observations / Anecdotal Records
- Standardized Summative Test Data

The results of student performance will be reviewed and analyzed, at a minimum, three (3) times annually, or more often if needed. Student performance results will be disaggregated to illuminate the performance of the school, grade levels, classrooms, sub-groups (i.e., students by demographic group, students with disabilities, etc.), and individuals. If it appears that Steel is not on track to meet the school's academic goals, further analysis will be conducted to determine if the results can be improved with changes to instructional strategies, the curriculum, or other variable. The school will stay apprised of new curriculum and assessment resources to ensure that the best match is made between student needs and the school's resources.

A Curriculum Advisory Committee will be created to involve the School Principal, teachers, parents, board members, and students in the selection of curricular materials and bring forth creative ideas for program development and book collection. Teachers know what works best for their students; therefore, they will be able to generate new curriculum ideas and help identify instructional materials that will be implemented within the school. The Curriculum Advisory Committee will provide a collaborative forum for system level discussions pertaining to curriculum and to inform related policies and procedures. Prior to the committee selecting programs or materials, a rubric will be created to ensure alignment with the state standards and other necessary components are contained within the program. Every program and/or resource will be scored utilizing this rubric.

Annually, the Principal will deliver curriculum needs based on the recommendation of the Curriculum Advisory Committee to the Board for approval. The selection of instructional resources will be based on what aligns with the Ohio Learning Standards and the evaluation of the Curriculum Advisory Committee. After a consensus, the instructional items will be brought before the Board for approval. Once the Board approves the instructional resources, the school will proceed with ensuring that the items are ordered in a timely manner. Professional development is then provided to teachers to empower them to effectively utilize the materials.

Professional development focused on improving implementation of curriculum and instructional program:

Professional development will be extensive, ongoing, focused, and innovative; incorporating evidenced-based strategies and resources proven to be successful with our target population. Steel 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 Steel; 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 designed to improve their classroom instructional practices as well as to identify strategies and resources for the teacher to incorporate into future lessons to ensure our students are receiving the best possible instruction. This on-site coaching/mentoring will involve modeling of best practices to ultimately develop best teaching practices. These recommendations and commendations will become a part of the teacher's Individual Professional Development Plan. The discussions between the Principal, Director of Curriculum & Instruction, 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 walk-throughs, observations, and evaluations. The academic coach will also be a resource, as the individual will meet with teachers to discuss best practices and strategies.

Additionally, the academic coach will evaluate classroom schedules and make recommendations to teachers to maximize instructional time. All indicated resources correlate with Standard 3 of the Ohio Standards for Professional Development. Individualized professional development will then be scheduled for those individuals. The school will purchase Educational Impact, which aligns with the Ohio Teacher Evaluation System and the Ohio Principal Evaluation, to provide individualized professional development. The evaluation system is aligned with the state standards for teachers and principals and will provide for multiple evaluation factors, including student academic growth which shall account for fifty percent (50%) of teacher and principal evaluations. A written report of the evaluation which assigns a rating will be provided to everyone. A poorly performing principal and teacher will have the ability to partake in professional development to accelerate and continue growth and provided needed support. Improvement Plans are developed in response to ineffective ratings in performance and/or student growth. The Improvement plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the ineffective individuals improve. A poorly performing principal and/or teacher along with an effective principal and teacher will have the ability to partake in pre-determined modules within Educational Impact to accelerate and/or continue growth and obtain needed support based upon their individual needs.

In accordance with Standard 4 of the Ohio Standards for Professional Development, each identified group of staff members will be asked to complete written surveys that address in-services, training, and/or information that may be beneficial to them. The survey will collect demographic information such as position, age, years of experience, area(s) of certification/licensure, and educational background. In order to meet the needs of the staff. The

next section of the survey will have the respondents' rate items on a Likert Scale. The items will include such things as behavior management, working with aides/teachers, organizing groups for instruction, meeting the needs of Students with Disabilities/ELL/ESOL students, interpreting test data for best use with students, using the computer/media equipment more effectively, working with parents/family members, using mentors for entry year teachers, inclusion, conflict resolution, ethics and professionalism, team building and communication, time management, curriculum and instructional strategies, and final open sections for staff suggestions/comments. A specifically tailored Professional Development program will also be implemented utilizing the highest rated variables from the respondents' surveys. The effectiveness of the professional development program will be evaluated using a framework from the University of Akron (<http://agpa.uakron.edu/p16/prof-dev.php?id=evaluation>).

The following elements will be considered:

1. Reactions to the professional development: Did teachers find the information useful? Did the content make sense?
2. Participants' Learning: Did teachers meet their intended goals as a result of participation in professional development?
3. Organization Support and Change: Do the policies and practices of the school support the implementation of new knowledge and skills?
4. Participants' Use of New Knowledge and Skills: Did teachers use the knowledge and skills gained through the professional development? Is there evidence of implementation?
5. 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 goal of focused professional development is to enhance instruction, thereby accomplishing learning gains.

Methods for determining professional development needs of staff:

The Educational Empowerment Group (EEG) will use our strategically developed, E.M.P.O.W.E.R. Data Warehouse to determine professional development needs for Steel Academy. The EEG management team is onsite weekly conducting, individual classroom observations, as well as providing mentoring and coaching to Steel Academy staff. The electronic observation data collected from classroom observations and mentoring/coaching, provides the management team with definitive knowledge of the strengths and areas of need for Steel Academy staff.

Every month the data is tabulated to provide an overall score for each category within the seven pillars (the pillars are: data driven decisions, community engagement/resources, onsite mentoring/coaching, positive school culture, educational leadership, effective elements of instruction, and targeted professional development). The score of the lowest pillar determines the area(s) of professional development that is warranted for Steel Academy the following month, provided by EEG management staff. While this does not necessarily limit the type(s) of professional development for the upcoming month, it does provide guidance. EEG will utilize the data to ensure staff needs are being addressed to ensure any shortcomings are swiftly supported with mentoring and coaching from EEG staff. This prompt attention to staff needs will aid in the professional growth required to become effective teachers, and this in turn benefits our students.

EEG management staff will be responsible for providing the essential professional development for Steel's staff to ensure that areas of need are being readily addressed, thus making the data from the data warehouse actionable. Areas of need will serve as data points in determining the types of professional development along with mentoring and coaching occurring at Steel Academy. While there will be a laser focus on areas of need, a variety of professional development will be provided to support the staff of Steel Academy to ensure success and overall academic achievement.

Process used by school to perform teacher performance evaluations, including elements evaluated and frequency of evaluations:

Steel Academy will utilize OTES, as outlined by the Ohio Department of Education. The Administrator of the school is OTES credentialed and follows all procedures and policies as outlined in ODE's OTES model. In addition to these required components of the OTES, the Principal serving as the instructional leader uses the information observed throughout the weekly walk-throughs, one-on-one teacher conferences and data-driven discussions that are meant to provide the teacher with coaching sessions that strengthens the reinforcements and addresses the refinements. Data is an important piece of the discussions, which enables teachers to reflect more critically on student achievement and deficiencies in their teaching based on student learning. Part of the coaching process is teaching teachers how to assess, analyze and provide action steps to support all student success. The principal ensures the teacher is participating in TBT meetings and that the meetings are conducted with fidelity. In addition, instructional practices are evaluated by lesson planning and observing the teacher during walk-through to ensure that students are mastering the content standards.

Two specific walk-throughs utilized to evaluate teacher performance by EEG management are *Effective Elements of Instruction* (EEI) and *CHAMPS*. Both surveys are housed in the E.M.P.O.W.E.R. Data Warehouse. These surveys are conducted weekly for teachers. Each survey looks at specific components required for a teacher to be deemed effective.

1. **Effective Elements of Instruction:** EEG believes in the Madeline Hunter Model of Mastery Learning. The model confirms effective teachers have a methodology when planning and presenting a lesson. Hunter found that no matter what the teacher's style, grade level, subject matter, or economic background of the students, a properly taught lesson contained eight elements that enhanced and maximized learning. The elements are an anticipatory set, objective and purpose, input, modeling, checking for understanding, guided practice, individual practice, and closure. Each of these elements demand training, practice, and review in order to attain mastery of the Hunter model. The Effective Elements of Instruction surveys how building educators are effectively utilizing the methodology of the Hunter Model or EEI. Each teacher is reviewed twice a month by a member of the management staff and building principal to ensure EEI is being utilized to properly teach a lesson that contains all eight elements that enhance and maximize learning in the classroom. The *purpose* of an EEI walk through is to ensure EEG educators are utilizing research-based techniques of EEI to teach our students effectively.

CHAMPs: the acronym stands for **(C)** Conversation **(H)** Help **(A)** Activity **(M)** Movement **(P)** Participation. The goal of CHAMPs is for the teacher to create a learning environment where students are responsible, motivated and focused on a task. Each teacher is reviewed twice a month by a member of the management staff and building principal to ensure CHAMPs is being utilized properly to ensure appropriate classroom behavior to enhance and maximize learning in the classroom. The *purpose* of a CHAMPs walkthrough is to ensure EEG educators are utilizing the research-based techniques of CHAMPs to establish a classroom where behavior management does not interfere with instruction.

How will the school develop curriculum maps and pacing guides:

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

Outline evidence of alignment of the curriculum model to the Ohio Learning Standards:

The curriculum model is based on the Ohio Model Curriculum which aligns to Ohio's Learning Standards.

<https://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>

Describe the primary instructional delivery methods, strategies and techniques the school will use:

Instructional delivery methods are designed to foster cooperative learning opportunities for students. The teachers and students collaborate in the learning process to promote student participation to create a meaningful experience.

Instructional Approach

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

In addition to the literacy program, the school also completes the same standard of evidence-based curriculum and research, as applicable to the remaining core content areas. Teachers use strategies and best practices that are proven to develop students' critical thinking abilities, collaboration, and depth of knowledge. Technology is embedded into daily instruction to allow for students to be provided with a variety of instructional delivery methods to increase engagement, develop interest in subject matter content and activities. Teachers use Google Classroom as a learning platform to enhance their instruction and student fluency in digital learning skills. Students manipulate the technology to do a variety of activities that correlate to the learning objective. This approach will be an integral component of their future outside of school. Students are provided with activities and programs that develop their ability to use and assess information, collaborate effectively, support innovation, think critically, and solve problems.

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

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

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

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.

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

Research suggests that changing the paradigm from teacher centered to student centered has benefits which affect all learners. One of the benefits is higher student achievement. Each student is unique, which supports why it is important to recognize that they learn at various rates with different styles. As students learning styles are discovered, and instruction is designed to support the learning styles, their academic deficits are improved. Moreover, the learner feels validated which motivates effort and efficacy.

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

to increase the development of neuron-networks in the brain. The assignment of various learning tasks and responsibilities stimulates growth through exercising the brain.

Instructional Support

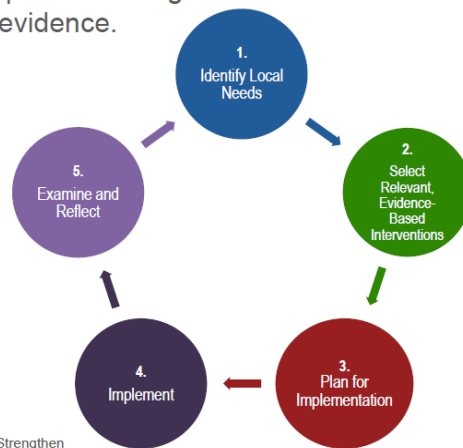
<p style="text-align: center;">Whole Group Instruction "I DO" (Teacher Led)</p> <p>FOCUS: Teach Ohio's Learning Standard or Skill; Review content; Clarify Directions</p> <p>DATA METHOD: Formative Instructional Practices/Assessments</p> <p>DELIVERY: Statement of objective; anticipatory set; checking for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



Provide evidence of the research-based practices per ESSA for these delivery methods:

The instructional delivery methods utilized at Steel Academy are based on practices outlined in ESSA. Each instructional approach is an evidence-based strategy. Additionally, the school implements practices based on suggested actions listed below:

- **Step 1:** Identify local needs by consulting with stakeholders, collecting and analyzing data, and identifying root causes.
- **Step 2:** Select interventions that are supported by evidence relevant to local needs, and that can be implemented successfully. At least one study on an intervention should provide strong evidence, moderate evidence, or promising evidence.
- **Step 3:** Develop a plan for implementation.
- **Step 4:** Implement the intervention and monitor quality.
- **Step 5:** Examine outcomes and reflect on goals, then use what you learn to make decisions.



* Source: U.S. Department of Education. (2016). Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments. <http://www2.ed.gov/policy/elsec/leg/essa/guidanceusesinvestment.pdf>

Slide 7

Data is reviewed regularly to evaluate overall instruction and the progress towards academic improvement goals. The TBT, BLT and DLT analyze data to discover academic gaps, conduct root-cause analysis, and formulate a plan of improvement. Disaggregated data is also viewed to discover progress among subgroups. All remedial strategies are evidence based on Ohio's Evidence-Based Clearinghouse.

Assessments

Provide an overview of what assessments the proposed school will employ and how these assessments will drive discussions:

Student assessment and data-driven decision making are core values of Steel Academy. Assessment is the avenue by which staff can identify, measure, and ensure students are mastering Ohio's Learning Standards and making academic progress. At the beginning of the school year and throughout, a battery of assessment instruments will be administered to students. The following is a list of the assessments that will be administered at Beacon Academy:

Diagnostic Assessment

Steel Academy will utilize NWEA/MAP Growth as their diagnostic and benchmark forms of assessments, in both math and reading. In accordance with the Steel Academy 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 throughout 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 Team (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 Steel Academy 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 Steel Academy 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. as MAP assessments, inform exact competencies and define the right level for instruction.

Formative Assessment

Formative assessments such as quizzes, projects, tests, and classroom assessments will be utilized by teachers to inform and improve instruction. A combination of formal and informal assessments will provide 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 to 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.

Steel Academy will utilize assessment results in a variety of ways. Steel Academy will first use these results to understand each student and meet his 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. Teachers will then take the necessary steps to fill in the gaps for each student. Moreover, assessment data is utilized in the determination of grade level promotion, achievement and flexible grouping.

As required by the Ohio Department of Education 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 that do not meet grade-level reading standards by the third-grade year are likely to struggle with reading for years to come. Students that do not attain the appropriate level of reading competency determined by the Ohio State Tests and other assessments may be retained in third grade. Steel Academy is committed to improving the reading achievement of all students by utilizing the Tiered Intervention Model of Reading Instruction.

Figure 4: Types of Assessment Measures and Reporting Frequency

Assessment	Frequency
NWEA/MAP	Fall, winter, spring
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
Ohio English Language Proficiency Screener (OELPS)	Annually, On-Going
Ohio English Language Proficiency Assessment (OELPA)	Annually to ELL
Alternate Assessment for Students with Significant Cognitive Disabilities	Annually
Ohio State Tests	Annually

Outline how the academic calendar will meet all Ohio required assessments (including testing windows):

Testing calendars are created each year. Calendars outline the testing windows for each mandated assessment. All testing windows align with the school calendar to accommodate all Ohio required assessments.

Describe the school's standards for promoting students to the next grade, achievement level or grouping level in alignment with the educational program:

Steel Academy, As required by Ohio Revised Code Section 3313.609, no student shall be promoted to the next grade level if the student has been absent without excuse for more than ten percent (10%) of the required attendance days of the current school year and has failed two (2) or more of the required curriculum subject areas in the current grade unless the student's principal and the teachers of any failed subject areas agree that the student satisfies educational standards set forth below to be promoted to the next grade level, and in the circumstance described in this paragraph any references below to the student's principal's making such a determination shall be deemed modified so as to require that such a determination be agreed upon by that principal and the applicable teachers.

Middle School

To be promoted a student must, earn a minimum passing grade for the year in English Language Arts, Mathematics, Science and Social Studies

A. Promotion: Promotion to eighth, or ninth grade will be granted when the following criteria have been met:

1. A student has successfully completed all subjects in which s/he is enrolled. (Successful completion of a subject will be indicated by a final grade of 60% or better.)
2. A student has failed not more than one (1) subject. However, if the one (1) subject is English or math, promotion will require successful completion of the course requirements in summer school.
3. Promoted based on IEP goal mastery (IP): The student has an Individualized Education Plan (IEP) and promotion was based on student's ability to master IEP goals

High School

Promotion to grade ten, eleven, or twelve will be on the following basis:

To grade ten: A student is eligible to be promoted to grade ten if s/he has completed a minimum of (5) units of credit

To grade eleven: A student is eligible to be promoted to grade eleven if s/he has completed a minimum of ten (10) units of credit

To grade twelve: A student is eligible to be promoted to grade twelve if s/he has completed a minimum of fifteen (15) units of credit

Steel Academy follows the exact graduation guidelines and requirements as set forth in Section 3313.618 of the Ohio Revised Code and the Ohio Department of Education. Information is listed below as outlined by the ODE:

Class of 2023 and Beyond

Students in the classes of 2023 and beyond (those who entered grade 9 on or after July 1, 2019) are now required to meet a new set of graduation requirements. These new graduation requirements consist of **three** key components:

Course Completion

Students will satisfy Ohio's curriculum requirements and any additional local requirements. Students will complete the state minimum 20 units, with specific units required in each content area.

Demonstrating Competency

Students will demonstrate competency in the foundational areas of English language arts and

mathematics or through alternative demonstrations, which include College Credit Plus, career-focused activities, their ACT or SAT scores, or military enlistment.

Demonstrating Readiness (Seals)

Students will demonstrate readiness for their post-high school paths by earning two diploma seals that allow them to demonstrate important foundational and well-rounded academic and technical knowledge, professional skills, and leadership and reasoning skills.

Assessment Requirements

For students who enter grade 9 on or after July 1, 2019, state testing laws require districts to administer end-of-course tests to all students at the completion of the associated course. The required end-of-course tests include **algebra I, geometry, English language arts II, biology, American government** and **American history**.

Demonstration of Competency on Assessments

As outlined by the Ohio Department of Education, in order to graduate, students must satisfy the requirement of earning a "competency" score on the English language arts II and Algebra I (or integrated math I) end-of-course tests or complete other options. If students do not earn competency scores on the first attempt, they must be offered appropriate remediation and supports and retake the relevant test at least once. In lieu of attaining competency scores on the state tests, students can choose between four other ways to demonstrate competency following remediation and second test attempts. See [Ohio Revised Code section 3313.618\(B\)\(1\)](#).

Competency Score

Ohio law directed the Department of Education, in collaboration with the Ohio Department of Higher Education and the Office of Workforce Transformation, to establish a competency score on the English language arts II and Algebra I end-of-course tests. The Ohio Department of Education, after gathering feedback from education stakeholders and business communities of Ohio, determined that "competency" would be set at a score of **684** for both the **English language arts II and Algebra I tests**. See [Ohio Revised Code section 3301.0712\(B\)\(10\)](#).

Alternative Demonstrations of Competency

Ohio law establishes multiple pathways to demonstrating competency beyond Ohio's state tests. Prior to being eligible to demonstrate competency in these, students first must receive remedial supports and retake the test. The alternative ways to demonstrate competency are as follows:

- [College Credit Plus](#)
- [ACT or SAT](#)
- [Career Experience and Technical Skill](#)
- [Military Enlistment](#)

Sources:

<https://codes.ohio.gov/ohio-revised-code/section-3313.618>

<https://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Ohio's-Graduation-Requirements>

<https://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Ohio's-Graduation-Requirements/Demonstrating-Competency>

<https://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Ohio's-Graduation-Requirements/Ohio's-Assessment-and-Graduation-Requirements-for>

KEY ACADEMIC AND NON-ACADEMIC GOALS & FAMILY ENGAGEMENT

All OSS sponsored schools will adopt the following goals as required by the Office of School Sponsorship.

OSS Community School Contract 2023-2024 REQUIRED GOALS

Kindergarten – 8th Grade

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

K-8 reading

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

K-8 math

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

K — 3 Early Literacy per Ohio Accountability

S.M.A.R.T Goal — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.*

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

9th – 12th Grades High Schools/DOPRs – Graduation Progress

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

Kindergarten – 12th Grade – Non-Academic Goals

S.M.A.R.T Goal - Family Engagement

The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered "knowledge" night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

S.M.A.R.T Goal - Operational/Academic Professional Development

Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including, but not limited to the following evidence-based instructional

practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Acknowledged and agreed:

Governing Authority

Signature: _____

Print Name: _____

Date: _____

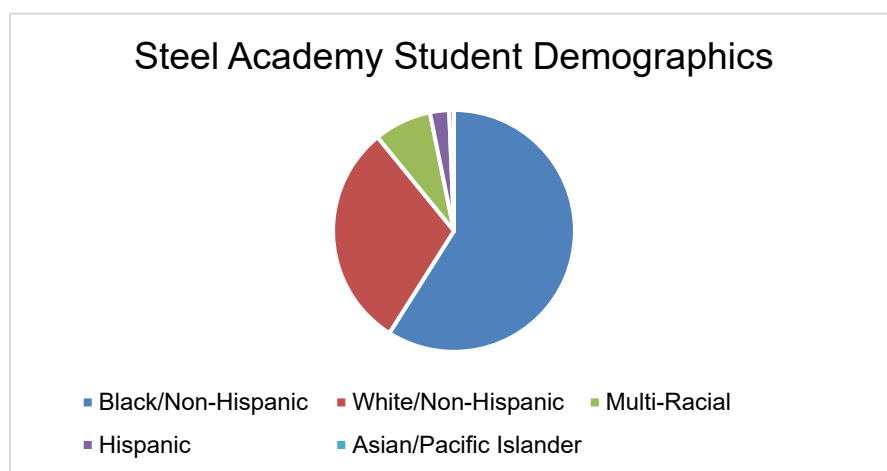
The following sections provide an opportunity for renewing schools to further detail and describe additional goals and areas of focus and priority.

Reading/English Language Arts
<p>State the academic goals for reading/English language arts. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).</p>
<p>Goal 1: By June of 2027, 50% of students will score proficient or better on the ELA state assessments or demonstrate at least 1.5 years of growth annually on the ELA NWEA Map assessment.</p> <p>Goal 2: Steel Academy will increase academic performance among students with disabilities with 30% of students demonstrating 1.5 years of growth annually on the ELA NWEA Map assessment by June of 2027.</p> <p>Goal 3: By June 2027, Steel Academy will increase academic performance in reading among low performing students, with 20% of students demonstrating 1.5 years of growth annually, as evidenced on ELA NWEA Map assessment data.</p>
<p>Alignment of goal to mission:</p> <p>School Mission The mission of Steel Academy is to inspire all students including those with learning differences by maximizing their educational experience through the integration of academics with the visual and performing arts.</p> <p>The highlighted goals align to the mission of preparing students to succeed by addressing specific learning deficiencies and formulating strategies to close the achievement gap among students. Remediation and intervention plans which are designed to foster academic growth directly involves student-centered, differentiated instructional delivery methods to meet the academic needs of each student. In the pursuit of the accomplishment of the goal, teachers will participate in ongoing, targeted professional development to enhance pedagogical skills, ultimately affecting positive academic growth among students.</p>
<p>Grade levels: 6-12</p>

Student population: The current enrollment of Steel Academy is 156 students. There are 75 students identified as SWD and 1 ELL student. 100% of the students identify as economically disadvantaged. The racial breakdown is as follows:

- Black/Non-Hispanic – 92 students (58.97%); 47 males; 45 females
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- Hispanic – 4 students (2.56%); 3 males; 1 female
- Asian/Pacific Islander – 1 student (0.64%)
- American Indian/Native Alaskan – 0 students
- Not Specified – 0 students

Student Demographics



Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. The school will execute a continuous, collaborative process of data analysis, goal setting, evaluation of student and adult performance through the utilization of professional learning communities. Teacher Based Team (TBT) meetings will be held weekly. Grade level and content area teachers will assess learning by examining NWEA MAP assessment scores and short cycle assessments, creating common assessments, discussing evidence-based strategies and collaboratively determining specific learning gaps. Building Leadership Team (BLT) meetings will be held monthly to evaluate the overarching goals of the school and assess progress towards goal attainment. The BLT will confer with the District Leadership Team (DLT) for guidance, coaching, professional development and technical assistance. Memorialized meeting minutes will be recorded to review action steps and faithful implementation. The DLT will evaluate meetings based on agendas, content, assessment data and classroom walkthrough documentation.

2. The school will implement a system of frequent progress monitoring through NWEA MAP assessments, teacher-based assessments and formative instructional practices to evaluate student learning and growth from fall to spring each year. Both mastery and general outcome measurements will be utilized as progress monitoring types to quantify growth over time and

inform instructional strategies and action steps based on student performance. Demonstration of sufficient student growth would be based on growth norms, as indicated on NWEA MAP fall, winter and spring assessment data, teacher exit slips, constructed responses and diagnostic tracking. Student growth will be assessed based on the data represented in these measures which will determine the efficacy of the progress monitoring system. Effective and frequent progress monitoring ultimately affects student achievement.

Data, resources and/or personnel used to monitor and ensure student success:

Adult implementation and student assessment data will be used to monitor student achievement. Classroom walkthroughs, observations, feedback and coaching data will be analyzed weekly to determine frequency of monitoring and ascertain the efficacy of feedback and coaching. Student assessment data will be monitored after each assessment administration during the fall, winter and spring of each school year. The DLT will continually review the data and facilitate targeted professional development and virtual/on-site technical assistance as needed. Moreover, the DLT will conduct building walkthroughs on a monthly basis to view lesson plans and observe instructional delivery methods in classrooms. Feedback will be given to the school principal which will outline areas of reinforcement and refinement.

Plan for intervention should the school not be on track with stated goals:

Through frequent collaboration and progress monitoring, the school has the ability to determine the progress of students, as it relates to goal attainment throughout the school year. If the Building Leadership Team (BLT) determines that the school is not on track with stated goals, the BLT, along with the DLT will carefully analyze the current action steps related to each goal and adjust to address academic deficiencies as needed. Further, the teams will include the following actions in the intervention plan:

- Identify specific academic deficiencies among students in each grade level.
- Conduct a root cause analysis to discover the reasons for the deficiencies.
- Adjust action plans to address the discoveries identified in the root cause analysis.
- Create skill-based remediation groups with time dedicated for intervention within the instructional day, reteaching/reviewing content standards.
- Increase monitoring by conducting weekly classroom walkthroughs and providing crucial feedback and coaching.
- Explore evidenced-based practices to enhance instructional delivery and promote student mastery of standards.
- Schedule and/or facilitate targeted professional development to address weaknesses among instructional staff.

The practice of evaluating academic progress will occur on a monthly basis. Agendas and meeting minutes will be sent to the District Leadership Team, and documentation will be discussed and analyzed during DLT meetings. In addition to BLT meetings, principals will have opportunities to work with a network of school principals and academic coaches during work sessions provided at principals' meetings.

Math

State the academic goals for math. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

Goal 1: By June of 2027, 50% of students will score proficient or better on the math state assessments or demonstrate at least 1.5 years of growth annually on the math NWEA Map assessment.

Goal 2: Steel Academy will increase academic performance among students with disabilities with 30% of students demonstrating 1.5 years of growth annually on the math NWEA Map assessment by June of 2027.

Goal 3: By June 2027, Steel Academy will increase academic performance in math among low performing students, with 20% of students demonstrating 1.5 years of growth annually, as evidenced on math NWEA Map assessment data.

Alignment of goal to mission:

School Mission

The mission of the Steel Academy is to inspire all students including those with learning differences by maximizing their educational experience through the integration of academics with the visual and performing arts.

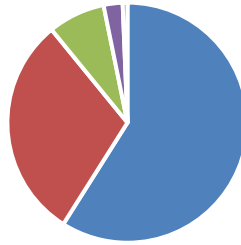
The highlighted goals align to the mission of preparing students to succeed by addressing specific learning deficiencies and formulating strategies to close the achievement gap among students. Remediation and intervention plans which are designed to foster academic growth directly involves student-centered, differentiated instructional delivery methods to meet the academic needs of each student. In the pursuit of the accomplishment of the goal, teachers will participate in ongoing, targeted professional development to enhance pedagogical skills, ultimately affecting positive academic growth among students.

Grade levels: 6-12

Student population: The current enrollment of The Steel Academy is 156 students. There are 75 students identified as SWD and 1 ELL student. 100% of the students identify as economically disadvantaged. The racial breakdown is as follows:

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Steel Academy Student Demographics



■ Black/Non-Hispanic ■ White/Non-Hispanic ■ Multi-Racial
■ Hispanic ■ Asian/Pacific Islander

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. The school will execute a continuous, collaborative process of data analysis, goal setting, evaluation of student and adult performance through the utilization of professional learning communities. Teacher Based Team (TBT) meetings will be held weekly. Grade level and content area teachers will assess learning by examining NWEA MAP assessment scores and short cycle assessments, creating common assessments, discussing evidence-based strategies and collaboratively determining specific learning gaps. Building Leadership Team (BLT) meetings will be held monthly to evaluate the overarching goals of the school and assess progress towards goal attainment. The BLT will confer with the District Leadership Team (DLT) for guidance, coaching, professional development and technical assistance. Memorialized meeting minutes will be recorded to review action steps and fidelitous implementation. The DLT will evaluate meetings based on agendas, content, assessment data and classroom walkthrough documentation.

2. The school will implement a system of frequent progress monitoring through NWEA MAP assessments, teacher-based assessments and formative instructional practices to evaluate student learning and growth from fall to spring each year. Both mastery and general outcome measurements will be utilized as progress monitoring types to quantify growth over time and inform instructional strategies and action steps based on student performance. Demonstration of sufficient student growth would be based on growth norms, as indicated on NWEA MAP fall, winter and spring assessment data, teacher exit slips, constructed responses and diagnostic tracking. Student growth will be assessed based on the data represented in these measures which will determine the efficacy of the progress monitoring system. Effective and frequent progress monitoring ultimately affects student achievement.

Data, resources and/or personnel used to monitor and ensure student success:

Adult implementation and student assessment data will be used to monitor student achievement. Classroom walkthroughs, observations, feedback and coaching data will be analyzed weekly to determine frequency of monitoring and ascertain the efficacy of feedback and coaching. Student assessment data will be monitored after each assessment administration during the fall, winter and spring of each school year. The DLT will continually review the data and facilitate targeted professional development and virtual/on-site technical assistance as needed. Moreover, the DLT will conduct building walkthroughs on a monthly basis to view lesson plans and observe

instructional delivery methods in classrooms. Feedback will be given to the school principal which will outline areas of reinforcement and refinement.

Plan for intervention should the school not be on track with stated goals:

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The practice of evaluating academic progress will occur on a monthly basis. Agendas and meeting minutes will be sent to the District Leadership Team, and documentation will be discussed and analyzed during DLT meetings. In addition to BLT meetings, principals will have opportunities to work with a network of school principals and academic coaches during work sessions provided at principals' meetings.

Social Studies

State the academic goals for Social Studies. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

Goal 1: By June of 2027, 50% of students will score proficient or better on the ELA state assessments or demonstrate at least 1.5 years of growth annually on the ELA NWEA Map assessment.

Goal 2: Steel Academy will increase academic performance among students with disabilities with 30% of students demonstrating 1.5 years of growth annually on the ELA NWEA Map assessment by June of 2027.

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Alignment of goal to mission:

School Mission

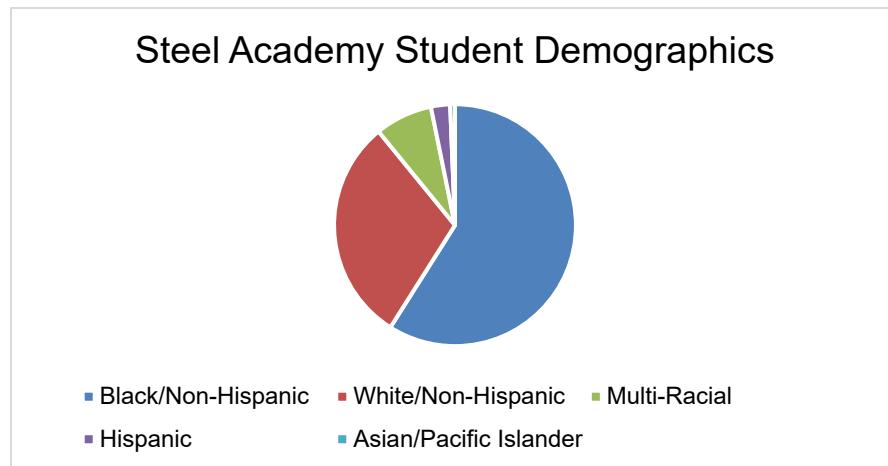
The mission of the Steel Academy is to inspire all students including those with learning differences by maximizing their educational experience through the integration of academics with the visual and performing arts.

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Grade levels: 6-12

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Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. The school will execute a continuous, collaborative process of data analysis, goal setting, evaluation of student and adult performance through the utilization of professional learning communities. Teacher Based Team (TBT) meetings will be held weekly. Grade level and content

area teachers will assess learning by examining NWEA MAP assessment scores and short cycle assessments, creating common assessments, discussing evidence-based strategies and collaboratively determining specific learning gaps. Building Leadership Team (BLT) meetings will be held monthly to evaluate the overarching goals of the school and assess progress towards goal attainment. The BLT will confer with the District Leadership Team (DLT) for guidance, coaching, professional development and technical assistance. Memorialized meeting minutes will be recorded to review action steps and faithful implementation. The DLT will evaluate meetings based on agendas, content, assessment data and classroom walkthrough documentation.

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- Schedule and/or facilitate targeted professional development to address weaknesses among instructional staff.

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Science

State the academic goals for science. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

Goal:

Goal 1: By June of 2027, 20% of eighth grade students will score proficient or better on the science state assessments.

Goal 2: Steel Academy will increase academic performance among students with disabilities in eighth grade, with 20% of students scoring proficient or better on the science state assessment by June of 2027.

Goal 3: By June 2027, Steel Academy will increase academic performance in science among low performing students, with 20% of students scoring proficient or better on the science state assessment.

Alignment of goal to mission:

School Mission

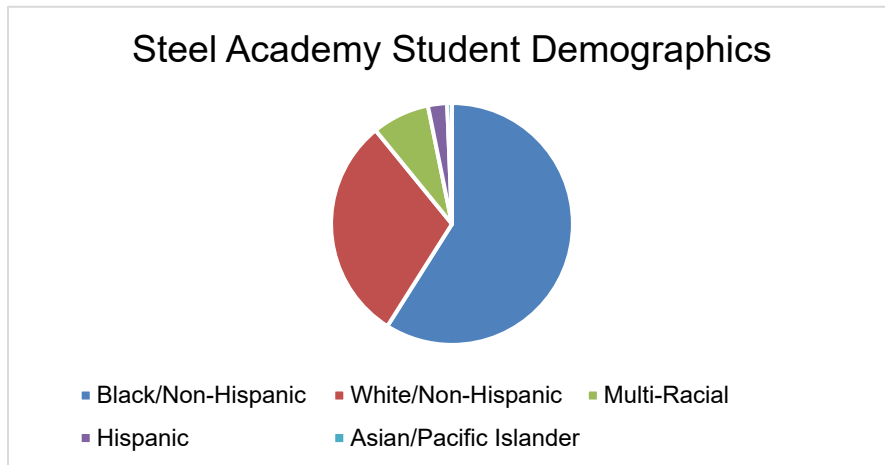
The mission of the Steel Academy is to inspire all students including those with learning differences by maximizing their educational experience through the integration of academics with the visual and performing arts.

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Grade levels: 6-12

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Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

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Data, resources and/or personnel used to monitor and ensure student success:

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Other Academic and/or Nonacademic Goals

State the other academic or nonacademic goals. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students, and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

By the end of June 2027, the school will implement tiered strategies for chronically tardy and absent students that will reduce the number of chronic absenteeism students by 5%, as evidenced by Progressbook data.

By June of 2027, the school will increase student engagement among students with disabilities in the classroom by 10% across grade levels, as measured by classroom walkthroughs and an algorithm to calculate student engagement.

By June of 2023, decrease out-of-school suspensions among low performing students by 5%, as evidenced by Progressbook data through positive behavior strategies.

Alignment of goal to mission:

School Mission

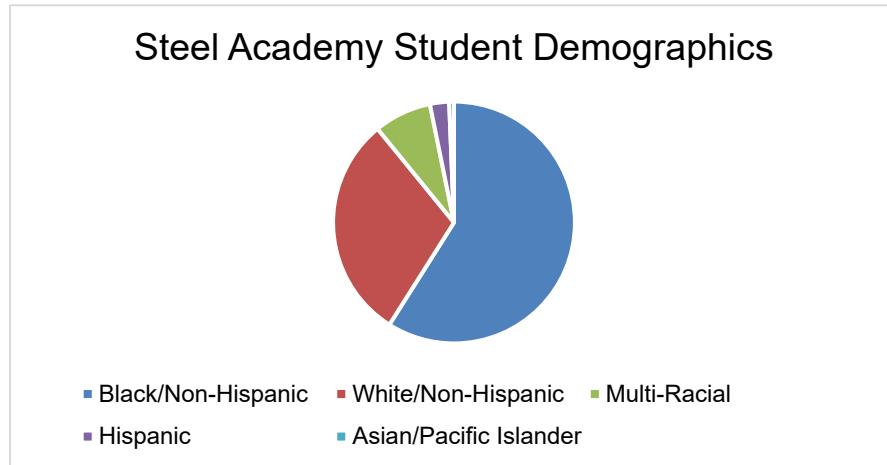
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Adult implementation and student assessment data will be used to monitor student achievement. Classroom walkthroughs, observations, feedback and coaching data will be analyzed weekly to determine frequency of monitoring and ascertain the efficacy of feedback and coaching. Student assessment data will be monitored after each assessment administration during the fall, winter and spring of each school year. The DLT will continually review the data and facilitate targeted professional development and virtual/on-site technical assistance as needed. Moreover, the DLT will conduct building walkthroughs on a monthly basis to view lesson plans and observe instructional delivery methods in classrooms. Feedback will be given to the school principal which will outline areas of reinforcement and refinement.

Plan for intervention should the school not be on track with stated goals:

Through frequent collaboration and progress monitoring, the school has the ability to determine the progress of students, as it relates to goal attainment throughout the school year. If the Building Leadership Team (BLT) determines that the school is not on track with stated goals, the BLT, along with the DLT will carefully analyze the current action steps related to each goal and adjust to address academic deficiencies as needed. Further, the teams will include the following actions in the intervention plan:

- Identify specific academic deficiencies among students in each grade level.
- Conduct a root cause analysis to discover the reasons for the deficiencies.
- Adjust action plans to address the discoveries identified in the root cause analysis.
- Create skill-based remediation groups with time dedicated for intervention within the instructional day, reteaching/reviewing content standards.
- Increase monitoring by conducting weekly classroom walkthroughs and providing crucial feedback and coaching.
- Explore evidenced-based practices to enhance instructional delivery and promote student mastery of standards.
- Schedule and/or facilitate targeted professional development to address weaknesses among instructional staff.

The practice of evaluating academic progress will occur on a monthly basis. Agendas and meeting minutes will be sent to the District Leadership Team, and documentation will be discussed and analyzed during DLT meetings. In addition to BLT meetings, principals will have opportunities to work with a network of school principals and academic coaches during work sessions provided at principals' meetings.

Arts, Music, Physical Education, Technology and Career Readiness

In addition to the specific programs listed below, Steel Academy provides a variety of clubs for their students.

After School Extracurricular Activities

Boys and Girls Basketball
Cheerleading

Steel Drum Band
Flag Line
Flag Football

In School Clubs

Cooking club
Sports club
Board game club
Video game club
Art club
Movie club

Music and Drama Education

Steel Academy offers an extensive music and drama education program which includes general music, set design, drama, choir, and band. The students in general music learn about early rock and roll, reading music, social justice through music, composers, how to play the steel drums, and play music on classroom instruments. In set design, students learn about principals of design. These students work together to create sets for theatrical productions produced by Steel Academy. The Drama Program gives students an opportunity to learn about the basics of theatrical productions. This includes understanding the stage, history of theater, how to properly use the voice, and body language. The students in this class participate in the school's theatrical productions each year. In choir, students work on learning appropriate singing skills. This includes correct posture, proper breathing, listening skills, ear training, and music reading skills. Our choir performs two concerts a year.

The Steel Drum Program is the pride of the school. This program enables the students to learn to play the steel drums, auxiliary percussion, drum set, and they learn to play music. Our steel drum program travels into the community to perform.

Physical Education

Steel Academy provides a rigorous and intensive physical education program taught by a highly qualified instructor. Quality health and physical education programs can be life-changing for students. Such programs offer students a well-rounded opportunity to develop their bodies and minds to gain skills that will propel them to success in both the physical and academic aspects of education and life. Good health and physical education programs provide the structure and discipline that students need to perform in school effectively, make positive choices in their lives, persevere to see a project through to the end, and earn the respect of their peers. Research has shown that physical education programs can do a great deal to improve the lifestyle of children with special needs; they can increase competency in gross motor skills, help to control obesity, improve self-esteem and social skills, encourage an active lifestyle, and maintain motivation in various areas of life.

Art Education

All students at Steel Academy participate in the art education program. The ability for all students, and more specifically students with special needs, to engage in art integration has proven to be beneficial on many levels. Art education helps special needs students in their self-expression, life skills, literacy and coordination. Art is a creative and flexible subject taught and everyone's approach to art is a valid expression of who they are. Art classes at Steel challenge students to stretch their creativity and think innovatively.

Career Readiness

The Career Technical Education Department at the Educational Empowerment Group has the following shared vision with Ohio's Strategic Plan for Education.

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

By providing a variety of Career Pathways and Career Technical Education Pathways, EEG expects to annually increase the percentage of our high school graduates who, within one year of graduation, are:

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

Career pathways are a sequence of integrated courses and experiences that develop a student's academic, technical, and professional skills aligned to their career area of interest. These pathways offer an overview of the various career options that can begin as early as grade 7. Whether a student is interested in going to college, getting a certificate or working right after high school, career pathways can be customized for any ambition or plan.

Career Technical Education (CTE) Pathways are a series of technical courses of at least 450 hours in duration, are aligned to occupational career fields that develop a student's academic, technical, and professional skills, and connect students to credentials, further education, or training necessary to succeed in their career field.

The following diagram is used within our schools and is part of the training that is provided to our principals. The chart outlines the current Career and CTE pathways and supports available at Steel Academy.

Additional goals of the department include:

- Provide Alternative ways for students to meet graduation requirements
- Give students a Competitive Advantage after graduation
- Provide specialized training for in demand jobs
- Teach students professional skills employers and colleges determine as necessary
- Strengthen communities and support local business
- Improve school and district report cards

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'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.

All CBI elective courses are 1 year in duration, and they build upon each other in chronological order. CBI instruction is also integrated into the core content area course. The CBI program collaborates with community partners, administrators, teachers, and parents to build a network of support to allow learners to achieve academic and work-based learning opportunities.

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

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

CBI classes are designed to help each student set and reach their career goals. The following CBI curriculum is being implemented at Steel Academy:

All CBI instruction is aligned to the CBI Technical Content Standards and the seven key principles 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.

CAREER TECHNICAL EDUCATION PATHWAYS

Students participating in our CTE Pathways graduate with experience and credentials in technical and professional level careers. This program requires students to complete CTE courses and general education curriculum, as well as receive passing scores on Web Exam assessment.

The CTE Manufacturing pathway follows Engineering and Science Technologies and Manufacturing Technologies Career Field Content Standards and includes content that crosses all pathways of the career field. The Manufacturing courses and instruction we provide prepare students to pass industry assessments and credentials and lead to Technical and professional level careers in planning, managing and performing the processing of materials into intermediate or final products and related professional and technical support activities.

We have established a partnership with Early College Early Career to provide work-based learning experience for students in the manufacturing pathway. Students will participate in a paid internship with a local manufacturer that trains them on useful skills (such as CNC machining and welding) and helps them develop critical thinking, a strong work ethic, and teamwork as a part of the Manufacturing Pathway.

INDUSTRY CREDENTIALS

Our Senior Only Industry Credentials courses are designed for students seeking an alternative to EOC exams as a graduation requirement and want specialized training in an industry-recognized credential for specific career fields.

Culinary Arts Pathway with the ServSafe and ProStart industry Credentials - Educational programs in culinary and food service operations prepare learners for careers in the art and science of food preparation and presentation as well as the skills needed for restaurant management.

Construction with the NCCER Core and Carpentry Credentials - Students can become skilled in construction and carpentry and earn credentials to graduate with 2 years towards a 4-year apprenticeship program.

By providing a focus on a variety of Career Pathways and Career Technical Education Pathways, EEG's schools have experienced an increase in the graduation rate, and students have the knowledge, skills and attitude to be a contributing member of society.

PROGRAM ENHANCEMENTS

Starting in 7th grade, students will utilize [Ohio Means Jobs Career K-12](#) website to explore and plan their post-secondary college and career options. They will create an electronic portfolio using the K-12 Backpack and develop a clear post-secondary plan with guidance and support from Steel Academy teachers and staff.

Starting In 9th grade students will begin working towards achieving an Ohio Means Jobs Career Readiness Seal showing they are prepared to contribute to the workplace and their communities upon graduation. Steel Academy will provide mentoring and guidance for students to successfully earn the seal by the time they graduate.

Culture and Family Engagement

Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents:

The Administration team is the biggest drive for the school's professional development and implementation of positive school culture. They work with the staff on building relationships with, not only the students, but with their families. This communication is a tremendous success because motivates parents/families to become involved in their child's education. Teachers also

go into the community to meet families when it is hard for them to come to the building. Pathways, a counseling partnership, is in the building, and they work closely with the students, families and teachers. A solid PBIS program is implemented within the school that drives our students and families. This opens even more positive communication.

Steel Academy serves students with a variety of individual needs. To be truly effective in assisting students' progress academically and socially, achieving an overall school culture of inclusiveness and support while striving for academic achievement is critical. The philosophy of inclusiveness and support is always exhibited by all members of the staff and is broadly modeled to students and parents. Given the broad range of individual needs, broad contacts and partnerships with community and support organizations are being forged and renewed, in order to educate and refer students and parents to resources and information they might otherwise not be aware of. Inclusion of the parents and guardians of the students in this culture is critical, as some student developmental issues need support and resources well beyond what the school can provide. By connecting parents with well-established resources, we hope to improve all aspects of the students' lives, both in school and at home. The school's administrative staff is tasked with ongoing development and monitoring of these external resource organizations partnerships, to ensure that the school's information is updated and consistently provided to our constituents.

In the school, the focus is to provide a welcoming, positive school environment where students are safe, cared for, and where their academic progress is the foundation of their school experience. The staff focuses on positive interaction with each student, celebrating successes, and coaching. Emphasizing harmony across the different segments of the school population contributes to the positive messaging. The increasing involvement of parents and guardians is an integral component to the approach, as student success is always improved with supportive home environments.

The school connects the students to many community services to combat non-academic barriers, so our students can focus on academics. The school encourages parental involvement in a student's education; provide wrap-around services in the school, to include, but not limited to medical, dental, and psychological and counseling services. Ensuring that the child's basic needs are being met to eliminate barriers due to socio-economic circumstances. These services include weekend backpack programs that give our students meals and snacks throughout the weekend. This program is through the Akron Canton Regional Foodbank and Good Samaritan's. Steel Academy also has two in school mental health providers that offer in school mental health counselling to students. The providers are Child Guidance and Family Solutions and Emerge Counseling. Steel Academy is also partnering with Summit County Board of Developmental Disabilities and Opportunities for Ohioans with Disabilities. By partnering with these programs, Steel Academy students will receive vocational rehabilitation, job coaching, career readiness and transition services.

The staff meets on a regular basis to review and discuss both the state of the school's culture and acts immediately to correct any perceived deficiencies. These meetings also serve for staff and teachers to identify new community organizations or resources that could be cultivated for student support.

Describe the school's philosophy regarding student behavior and discipline for the student population and students with special needs. The student discipline should be consistent with the school's mission and educational philosophy:

Steel Academy implements CHAMPs as a school-wide approach to address student behaviors.

CHAMPs translate the research on effective classroom and behavior management into easy to implement steps for classroom teachers. The practical strategies presented in *CHAMPs* helps classroom teachers to:

- Structure their classrooms to prompt responsible student behavior.
- Overtly teach students how to behave responsibly (i.e., be successful) in every classroom situation.
- Focus more time, attention, and energy on acknowledging responsible behavior to ensure that they will respond in a brief, calm, and consistent manner.

The program is entitled *CHAMPs* for two reasons. First, by using effective management practices, teachers can help every student feel and behave like a champion. Second, the acronym *CHAMPs* reflect the behavioral expectations that will help teachers define and directly teach to their students, specifically:

C Conversation	(Can students talk to each other during this activity/transition?)
H Help	(How can students get questions answered during this activity/Transition? How do they get the teacher's attention?)
A Activity	(What is the task/ objective of this activity/transition? What is the expected end product?)
M Movement	(Can students move about during this activity/transition? If so, for what reasons?)
P Participation	(What does active and responsible participation for this activity/transition look and sound like?)

CHAMPs shows teachers how to develop (or fine tune) an effective classroom management plan that is proactive, positive, and instructional-one designed to stop behavior problems before they start.

As an added component to the *CHAMPs* program Steel Academy focuses on the positive behavior interventions with the Emulation program. Emulation is a tiered positive behavior support that allows students to earn rewards for exemplifying behaviors identified by the teachers and staff. The high focus on positive reinforcements has proven to be extremely effective in addressing the needs of students with disabilities. Its focus on achievement as opposed to student failure has given the students a new outlook on their behavior and ability to be successful during the learning process.

Additionally, the school focuses on two factors for discipline - restorative practices and PBIS. With restorative practices, our goal is to build and strengthen relationships and promote problem-solving skills. The school places a large focus on ensuring the student who violated the code of conduct returns to the classroom instead of receiving the consequence of an out-of-school suspension. Restorative practices advocate conflict resolution vs. sending home a student on suspension.

PBIS focuses on all students succeeding. Using both restorative practices and PBIS will help build better communication for staff and students and teach students positive skills. Students with disabilities also benefit greatly from PBIS. The Administration team and teachers work closely with the intervention specialists to ensure goals of IEPs, 504s, and behavior plans align with PBIS. They look at student goals and supports that are put in place which will help with discipline.

Describe how the school involves parents/guardians as partners in the education of their children to build and maintain family school partnerships:

Southwest Educational Development Laboratory states, "When schools, families, and community groups work together to support learning, children tend to do better in school, stay in school longer, and like school more. EEG understands that parental involvement makes an enormous impact on student achievement, student's attitudes toward school, and their daily attendance.

We realize that the school's strength lies in the hands of its families and the extent to which they become involved in the daily activities of students.

Strong partnerships with families and the community are created by involving families and the community in the education taking place within Steel Academy. Steel will engage families in ways that improve academics and support parent involvement at home and school. The school will outline their expectations of parents and regularly communicate with parents about what their children are learning. We provide opportunities for parents to talk with school personnel about their role in their children's education through home visits, family nights, and well-planned parent-teacher conferences and open houses. Families and community will be provided with frequent and timely information about school events and partnerships. Parents/guardians will be provided their child's progress and achievement on an on-going basis. As a part of our commitment to continuous improvement, a parent survey will be distributed twice per year to determine the level of parent satisfaction with the school and improve our offerings and services to parents and students.

To ensure parental involvement, the school focuses on effective communication. Having open communication and multiple conferences throughout the year help families stay involved in the student's education. An open-door policy is implemented where families can come in and talk with administration with any concerns or questions.

KEY ACADEMIC AND NON-ACADEMIC GOALS & FAMILY ENGAGEMENT

All OSS sponsored schools will adopt the following goals as required by the Office of School Sponsorship.

OSS Community School Contract 2023-2024 REQUIRED GOALS

Kindergarten – 8th Grade

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

K-8 reading

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

K-8 math

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

K — 3 Early Literacy per Ohio Accountability

S.M.A.R.T Goal — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan*

will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

9th – 12th Grades High Schools/DOPRs – Graduation Progress

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

Kindergarten – 12th Grade – Non-Academic Goals

S.M.A.R.T Goal - Family Engagement

The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered “knowledge” night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

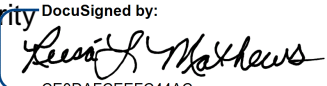
S.M.A.R.T Goal - Operational/Academic Professional Development

Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including, but not limited to the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Acknowledged and agreed:

Governing Authority DocuSigned by:

Signature: _____
CE0DAFC EEFC44AC...

Print Name: Reesa Mathews

Date: 9/29/2022

Attachment 7

Attachment 8

Attachment 9

Admission, Enrollment, & Residency Policy

Admission to the School is open to any student grades six through twelve who resides in any district in the State of Ohio and who is entitled to attend school per ORC Section 3313.64 or 3313.65.

No Discrimination:

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

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

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

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

Capacity & Lottery:

The School will not exceed the capacity of the School's programs, classes, grade levels, or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants. Preference shall be given to students attending the school the previous year, to students who reside in the district in which the school is located, and to siblings of students attending the school the previous year.

Enrollment:

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

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

- Notifications from Social Security and/or Job and Family Services dated within thirty days.
 - Notarized affirmation from parent(s) of current resident address.
-
- When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or when a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq

Annual Verification/ Monthly Review/Update Information:

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

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

Attachment 10

Suspension, Expulsion, Emergency Removal, Permanent Removal, Due Process Rights

The School recognizes that exclusion from the educational program is a serious sanction and that suspension and expulsion must follow due process mandates. Additionally, the School will comply with all state and federal law pertaining to students with disabilities.

A student may be disciplined for any violation of the student code of conduct, even if the violation occurs on property not owned or controlled by the School if the violation took place during activities connected with the School or if the behavior is directed at a member of the School community.

Any student suspended or expelled under this policy will not be permitted to participate in any extracurricular activities.

Suspension

The principal or designee may suspend a student from the School for not more than ten school days. If at the time a suspension is imposed there are fewer than ten school days remaining in the school year in which the incident that gives rise to the suspension takes place, the principal may require the student to participate in a community service program or another alternative program for a number of hours equal to the remaining suspension period. The student shall be required to begin the program during the first full week day of the summer break. A principal may not apply the remaining suspension period to the following year.

Except in the case of a student given an in-school suspension, no student shall be suspended unless prior to the suspension the principal does both of the following:

1. Gives the student written notice of the intention to suspend the student and the reasons for the intended suspension;
2. Provides the student an opportunity to appear at an informal hearing before the principal or designee and challenge the reason for the intended suspension or otherwise to explain the student's actions.

The School shall provide students an opportunity to complete any classroom assignments missed because of an in-school or out-of-school suspension. Students shall be entitled to receive at least partial credit for a completed assignment; however, reasonable grade reduction may be made on account of a student's suspension. The School shall not assess a failing grade for a completed assignment solely on account of the student's suspension.

Expulsion

The superintendent may expel a student from the School for a period not to exceed the greater of eighty school days or the number of school days remaining in the semester or term in which the incident that gives rise to the expulsion takes place. If at the time an expulsion is imposed, there are fewer than eighty school days remaining in the school year in which the incident that gives rise to the expulsion takes place, the superintendent may apply any remaining part or all of the period of the expulsion to the following school year. No student shall be expelled under this policy unless, prior to the student's expulsion, the superintendent does both of the following:

1. Gives the student and the student's parent, guardian, or custodian written notice of the intention to expel the student;
2. Provides the student and the student's parent, guardian, custodian, or representative an opportunity to appear in person before the superintendent or superintendent's designee to challenge the reasons for the intended expulsion or otherwise to explain the student's actions. The notice required under this section shall include the reasons for the intended expulsion, notification of the opportunity of the student and the student's parent, guardian, custodian, or representative to appear before the superintendent or superintendent's designee to challenge the reasons for the intended expulsion or otherwise to explain the student's action, and notification of the time and place to appear. The time to appear shall not be earlier than three nor later than five school days after the notice is given, unless the superintendent grants an extension of time at the request of the student or the student's parent, guardian, custodian, or representative. If an extension is granted after giving the original notice, the superintendent shall notify the student and the student's parent, guardian, custodian, or representative of the new time and place to appear.

Unless a student is permanently excluded, the superintendent shall expel a pupil for a period of one year for bringing a firearm to the School, to an extracurricular event, or onto any other property controlled by the Board of Directors of the School. "Firearm" has the same meaning provided in the "Gun-Free Schools Act," a "firearm means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projective by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device, which includes a bomb grenade, a rocket having a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, or similar device. This definition also includes any weapon that will, or that may be readily converted to, expel a projectile by the action of an explosive or other propellant, and that has a barrel with a bore of more than one half inch diameter. The term does not include an antique firearm. The superintendent may reduce the expulsion time on a case by case basis based upon the student's overall record at the School.

Permanent Exclusion

A student may be permanently excluded from attending any school in the state if the student is convicted of, or adjudicated a delinquent child for, committing an act that would be a criminal offense if committed by an adult, when the student was sixteen years of age or older if the act is one of the following:

- Illegal conveyance or possession of deadly weapon or dangerous ordnance or of object indistinguishable from firearm in school safety zone in violation of R.C. 2923.11.
- Carrying a concealed weapon, trafficking in drugs or possession of controlled substances, if the violation was committed on property owned or controlled by the school or at a school activity in violation of R.C. 2923.12, R.C. 2925.03, and/or R.C. 2925.11.
- Aggravated murder, murder, voluntary manslaughter, involuntary manslaughter, felonious assault, aggravated assault, rape, gross sexual imposition, or felonious sexual penetration in violation of R.C. 2903.01, R.C. 2923.02, R.C. 2903.03, R.C. 2903.04, R.C. 2903.11, R.C. 2903.12, R.C. 2907.02, R.C. 2907.05, and/or the former section R.C. 2907.12 if the violation was committed on property owned or controlled by the school or a school activity if the victim at the time of the commission of the act was an employed at the school.
- Complicity in any of the above violations regardless of whether the act of complicity was committed on property owned or controlled by, or at an activity held under the auspices of, the school.

If the superintendent of the School obtains or receives proof that a student has been convicted of committing or adjudicated a delinquent child for the commission when the student was sixteen years of age or older of one or more of the above, the superintendent may issue to the School's Board of Directors a request that the student be permanently excluded from public school attendance in Ohio, if both of the following apply:

1. After obtaining or receiving proof of the conviction or adjudication, the superintendent or the superintendent's designee determines that the student's continued attendance in school may endanger the health and safety of other students or school employees and gives the student and the student's parent, guardian, or custodian written notice that the superintendent intends to recommend that the Board of Directors adopt a resolution requesting the superintendent of public instruction to permanently exclude the student from public school attendance.
2. The superintendent or the superintendent's designee forwards to the School's Board of Directors the superintendent's written recommendation that includes the determinations the superintendent or designee made pursuant to this policy and a copy of the proof the superintendent received showing that the student has been convicted of or adjudicated a delinquent child for a violation listed in this section that was committed when the student was sixteen years of age or older.

The School shall follow all requirements for permanent exclusion as described by ORC 3313.66, including providing notice of the possibility of permanent exclusion with each suspension and expulsion notice.

Emergency Removal

If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on School premises, the superintendent or principal or assistant principal may remove a student from curricular activities or from the School premises or a teacher may remove a student from curricular activities under the teacher's supervision without the notice and hearing requirements of this policy. A teacher may remove a student from curricular activities under the teacher's supervision, without the notice and hearing requirements. As soon as practicable after making such a removal, the teacher shall submit in writing to the principal the reasons for such removal.

If a student is removed under this Emergency Removal section from a curricular activity or from the School premises, written notice of the hearing and of the reason for the removal shall be given to the student as soon as practicable prior to the hearing, which shall be held on the next school day after the initial removal is ordered. The hearing shall be held in accordance with suspension provisions of this policy unless it is probable that the student may be subject to expulsion, in which case a hearing in accordance with the expulsion provisions of this policy shall be held, except that the hearing shall be held on the next school day after the date of the initial removal. The individual who ordered, caused, or requested the removal to be made shall be present at the hearing.

A student in grades pre-kindergarten through three may be removed pursuant to Emergency Removal procedures only for the remainder of the school day and shall be permitted to return to curricular and extra-curricular activities the following school day. A student in grades pre-kindergarten through three subject to Emergency Removal shall not be suspended or expelled unless the student has committed an act described in ORC 3313.668 (B)(1)(a) or (b). A student that returns to school based on this paragraph shall not be subject to the Emergency Removal hearing procedures.

Right to Appeal to Board

Within one school day after the time of a student's expulsion or suspension, the superintendent or principal shall notify in writing the parent/guardian/ custodian of the student of the expulsion or suspension. In the case of an expulsion, the superintendent or principal, within one school day after the time of a pupil's expulsion, also shall notify in writing the school's Board of Directors.

Each notice shall include the following:

1. reasons for the expulsion or suspension and notification
2. the right of the student or the student's parent, guardian, or custodian to appeal the expulsion or suspension to the Board of Directors of the School or to its designee
3. the right to be represented in all appeal proceedings
4. the right to be granted a hearing before the Board of Directors of the School or its designee
5. the right to request that the hearing be held in executive session
6. permanent exclusion notice, if applicable
7. the manner and date by which the student or the student's parent/guardian/custodian shall notify the Board of the intent to appeal the expulsion or suspension to the Board or its designee.

If the superintendent expels a student under this section for more than twenty school days or, for any period of time, if the expulsion will extend into the following semester or school year, the notice shall provide the student and the student's parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of the appropriate public and private agencies.

If the student or the student's parent, guardian, or custodian intends to appeal the expulsion or suspension to the Board of Directors or its designee, the student or the student's parent, guardian, or custodian shall notify the Board of Directors of the School in the manner and by the date specified in the notice. The student or the student's parent, guardian, or custodian may be represented in all appeal proceedings and shall be granted a hearing before the Board of Directors of the School or its designee in order to be heard against the suspension or expulsion. At the request of the student or of the student's parent, guardian, custodian, or attorney, the Board of Directors of the School or its designee may hold the hearing in executive session but shall act upon the suspension or expulsion only at a public meeting. The Board of Directors of the School, by a majority vote of its full membership or by the action of its designee, may affirm the order of suspension or expulsion, reinstate the student, or otherwise reverse, vacate, or modify the order of suspension or expulsion.

The Board of Directors of the School or its designee shall make a verbatim record of hearings held under this division. The decisions of the Board of Directors of the School or its designee may be appealed under Chapter 2506 of the Ohio Revised Code.

This policy shall not be construed to require notice and hearing in the case of normal disciplinary procedures in which a student is removed from a curricular activity for a period of less than one school day and is not subject to suspension or expulsion.

For purposes of this policy, the Board of Directors of the School appoints the Operator as its designee.

Discipline for Students with Disabilities

Consistent with this policy, to the extent the principal may order removal of a student without disabilities, the principal may remove a student with a disability, but not for more than ten (10) school days.

After a student with a disability has been removed from the student's current placement for ten school days in the same school year, during any subsequent days of removal, the School must provide services.

If a student is removed for a period of time exceeding ten school days and the behavior was not determined to be a manifestation of the disability, the student must continue to receive educational services and receive a functional behavioral assessment and behavioral intervention services.

Change in Placement

The School will notify the parent of the removal decision that constitutes a change in placement for a student with a disability and provide the parent with a copy of the notice of procedural safeguards on the same day as the date of the removal decision.

A change in placement will occur when

- a removal is for more than ten (10) consecutive school days; or
- a series of removals constitute a pattern because;
 - the removals cumulate to more than ten (10) school days in a school year,
 - the behavior of the student is substantially similar to prior incidents, and
 - other factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another.

Manifestation Determination

Within ten school days of any decision to change the placement of a child with a disability due to a violation of the code of student conduct, the School, parent, and relevant members of the IEP team must review all relevant information in the student's file to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; OR
2. If the conduct was a direct result of the School's failure to implement the IEP.

If either of these two conditions are found to exist, the conduct must be determined to be a manifestation of the disability.

If the IEP team and other qualified personnel determine that the student's behavior was not related to the disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities.

If the IEP team determines that the student's behavior was a manifestation of the disability, the School must either:

1. Conduct a functional behavioral assessment or,
2. If the behavioral plan has already been developed, review the behavioral intervention plan and the implementation plan and modify them if necessary.

The student must return to the placement from which the child was removed, unless the parent and School agree to a change of placement as part of the modification of the behavioral intervention plan.

School personnel may remove a student to an interim alternative educational setting for not more than forty-five school days without regard to whether the behavior is a manifestation of the disability if the student:

1. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function; or
3. Has inflicted serious bodily injury upon another while at School, on school premises, or at a school function.

Students removed under this section must continue to receive services and receive a functional behavioral assessment and behavioral intervention services.

Appeals Regarding Students with Disabilities

If a parent disagrees with any decision regarding placement or the manifestation determination decision made by the IEP team, the parent may request a hearing. Whenever a hearing is requested, the School will comply with the procedures for an expedited due process hearing.

Student in Grades Pre-Kindergarten through Third

The School may issue an out-of-school suspension or expulsion to a student in grades pre-kindergarten through three only if the student has engaged in the following behaviors:

- 1) bringing a firearm to a property operated, owned, or controlled by the School
- 2) bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the School
- 3) bringing a knife capable of causing serious bodily injury to a property operated, owned, or controlled by the School
- 4) bringing a knife capable of causing serious bodily injury to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the school or in which the school is a participant, or for possessing a firearm or knife capable of serious bodily injury, at a school, on any other property owned or controlled by the board, or at an interscholastic competition, an extracurricular event, or any other school program or activity, which firearm or knife was initially brought onto school property by another person
- 5) committing an act that is a criminal offense when committed by an adult and that results in serious physical harm to persons as defined in division (A)(5) of section 2901.01 of the Revised Code or serious physical harm to property as defined in division (A)(6) of section 2901.01 of the Revised Code while the pupil is at school, on any other property owned or controlled by the School, or at an interscholastic competition, an extracurricular event, or any other school program or activity
- 6) making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat

The School may issue an out-of-school suspension not to exceed ten days or an expulsion to a student in any of grades pre-kindergarten through three who has not engaged in any of the behaviors described above only as necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

Whenever possible, the principal shall consult with a mental health professional under contract with the school prior to suspending or expelling a student in any of grades pre-kindergarten through three. If the events leading up to suspension or expulsion indicate a need for additional mental health services, the student's principal or the School's mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.

A student in any of grades pre-kindergarten through three who is suspended or expelled shall be afforded the same notice and hearing, procedural, and educational opportunities as prescribed for a suspension or expulsion pursuant to this policy.

Nothing in this section shall be construed to limit the authority of the School to issue an in-school suspension to a student in grades pre-kindergarten through three.

Exhibit A

Notification Steps for Suspensions and Expulsions

Action Steps		Date completed or N/A
1. Student Commits an Infraction which may lead to suspension:		
1.a	Provide student a written copy of the Notice of Intent to Suspend (form 1) prior to imposing the suspension	
1.b	Provide opportunity for student to discuss the infraction with principal prior to imposing the suspension.	
2. Principal determines suspension is appropriate:		
2.a	Provide Parent/Guardian with written copy of the School Suspension Notice (form 2) within one day of the suspension.	
2.b	Provide a copy of the notice to the Board of Directors (email is acceptable for this copy.)	
3. Student commits an infraction which may lead to expulsion:		
3.a	Provide the student and the Parent/Guardian with a written cop of the School Expulsion and Hearing Notice (form 3)	
4. Superintendent determines expulsion is appropriate after the hearing referenced above:		
4.a	Provide Parent/Guardian with a written copy of the School Expulsion Notice (form 4) within one day of the expulsion.	
4.b	If the expulsion is more than twenty days or shall extend into the following semester, the notice shall include information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the infraction.	

Form 1

Notice of Intent to Suspend

Name:

Date:

Grade:

In accordance with school policy, this notice is to inform you of an intended suspension.

The suspension is due to the following reasons: (cite specific Code of Conduct violations)

Following receipt of this notice, you will be provided an opportunity for an informal hearing before the Principal or designee regarding the intended suspension.

School Principal

NOTE: If the suspension is based upon a violation of ORC 3313.662 and the student is sixteen years or older, the superintendent may seek to permanently exclude the student if the student is adjudicated a delinquent child for that violation.

Form 2

School Suspension Notice

Date:

Dear Parent/Guardian:

This notice is to inform you that your son/daughter was suspended from school for _____ days.

The suspension is due to the following reasons: (Cite specific Code of Conduct violations.)

The suspension will begin on (date) and will end on (date). The student will be able to return to school on (date).

NOTE: If the suspension is based upon a violation of ORC 3313.662 and the student is sixteen years or older, the superintendent may seek to permanently exclude the student if the student is adjudicated a delinquent child for that violation.

You have the right to appeal this decision to the Board of Directors or its designee and the right to be represented during all appeal proceedings. You have the right to be granted a hearing in front of the Board of Directors or its designee and to request the hearing be held during executive session. Should you choose to appeal this suspension, please notify the Board of Directors in writing by (date).

Sincerely,

School Principal

cc: Board of Directors

Form 3

School Expulsion and Hearing Notice

Date:

Dear Parent/Guardian and student:

This notice is to inform you that (student name) will be expelled from school for _____ days.

The expulsion is due to the following reasons: (Cite specific Code of Conduct violations.)

The expulsion will begin on (date) and will end on (date). (Student Name) will be able to return to school on (date). You and your child have the opportunity to appear in person before the Superintendent to challenge the expulsion or otherwise explain the behavior. The hearing will be held on: (date and time) **The date shall not be earlier than three nor later than five school days after the date of this notice.*

NOTE: If the expulsion is based upon a violation of ORC 3313.662 and the student is sixteen years or older, the superintendent may seek to permanently exclude the student if the student is adjudicated a delinquent child for that violation.

Sincerely,

School Superintendent

cc: Board of Directors

Form 4

School Expulsion Notice

Date:

Dear Parent/Guardian and student:

This notice is to inform you that (student name) was expelled from school for _____ days.

The expulsion is due to the following reasons: (Cite specific Code of Conduct violations.)

The expulsion will begin on (date) and will end on (date). Student will be able to return to school on (date).

NOTE: If the expulsion is based upon a violation of ORC 3313.662 and the student is sixteen years or older, the superintendent may seek to permanently exclude the student if the student is adjudicated a delinquent child for that violation.

You have the right to appeal this decision to the Board of Directors or its designee and the right to be represented during all appeal proceedings. You have the right to be granted a hearing in front of the Board of Directors or its designee and to request the hearing be held during executive session. Should you choose to appeal this expulsion, please notify the Board of Directors in writing by (date).

Sincerely,

School Superintendent

Cc: Board of Directors

Attendance, Truancy, and Automatic Withdrawal Policy (Including Excessive & Habitual Absences and Interventions)

Attendance at school is key to achievement. Students are expected to attend school regularly and on time. Parents/guardians are encouraged to partner with the School to ensure attendance and timeliness.

Parents/guardians are required to notify the School of any absence prior to the start of the school day. Similarly, parents/guardians are required to notify the School in advance of early pick-up. Within 120 minutes after the beginning of each school day, the School shall make at least one attempt in compliance with ORC 3321.141 (A)(2) to contact the parent/guardian of any student absent without legitimate excuse.

Parents/guardians are encouraged to make any doctor, dentist, etc. appointments for times other than school hours.

No student shall be suspended or expelled based solely on the number of absences; rather, the School will be proactive in engaging students.

Excessive Absences

A student shall be considered excessively absent when the student is absent (with a non-medical excuse or without legitimate excuse) 38 or more hours in one school month or 65 or more hours in one school year.

When a student is excessively absent the School within seven days of the triggering absence will notify the student's parents in writing of the student's absences. The School will develop a truancy intervention plan which may include any applicable appropriate interventions contained in this policy.

Habitually Truant

A student shall be considered habitually truant when the student is absent without legitimate excuse for 30 or more consecutive hours, 42 hours or more in one school month, or 72 hours or more in a school year.

When a student is habitually truant:

1. Within seven days of the triggering absence:
 - a. The Superintendent, Principal, or Chief Administrator shall establish an absence intervention team. The team should be based on the needs of each individual student, but the team shall include at a minimum two representatives from the School, one of whom knows the student, and the student's parent/guardian/custodian/designee/guardian ad litem ("parent"). The team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

- b. The School shall make three meaningful good faith attempts to secure participation on the team by the student's parent/guardian/custodian/designee/guardian ad litem ("parent"). If the student's parent responds to any of those attempts, but is unable to participate for any reason, the School shall inform the parent of the parent's right to participate through a designee. If 7 school days elapse and the student's parent, fails to respond to the attempts to secure participation, the School shall do both of the following:
 - i. Investigate whether the failure to respond triggers mandatory reporting to the public children services agency for the county in which the child resides in the manner described in section 2151.421 of the Ohio Revised Code; and
 - ii. Develop an intervention plan for the student notwithstanding the absence of the child's parent.
2. Within 10 days of the triggering absence, the student will be assigned to the selected absence intervention team.
3. Within 14 days after the assignment of the team, the School will develop an absence intervention plan for that student in an effort to reduce or eliminate further absences. Within 7 days after developing the plan, the School shall make reasonable efforts to provide written notice of the plan to the student's parent/guardian.
4. 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.
5. In the event that a student becomes habitually truant within 21 school days prior to the last day of instruction of a school year, the School may, in its discretion, assign one School official to work with the student's parent/guardian/custodian/designee/guardian ad litem to develop an absence intervention plan during the summer. If the School selects this method, the plan shall be implemented not later than 7 days prior to the first day of instruction of the next school year. In the alternative, the School may toll the time periods to accommodate for the summer months and reconvene the absence intervention process upon the first day of instruction of the next school year.

Interventions

Each intervention plan shall be tailored to the individual needs of the student.

However, each plan for a habitually truant student **shall** include:

- A statement that the School will file a complaint not later than 61 days after the date the plan was implemented if the student has refused to participate in, or failed to make satisfactory progress on, the intervention plan or an alternative to adjudication under ORC 3321.191(C)(2)(b)

Intervention plans may include, but are not limited to, the following interventions as are applicable and best suited to individual student needs:

1. Counseling

2. Requesting or requiring a parent, guardian, or other person having care of the student to attend parental involvement programs, including programs adopted under section 3313.472 or 3313.663 of the Ohio Revised Code
3. Requesting or requiring a parent, guardian, or other person having care of the student to attend truancy prevention mediation programs
4. Notification to the registrar of motor vehicles under section 3321.13 of the Revised Code
5. Taking legal action under section 2919.222, 3321.20, or 3321.38 of the Ohio Revised Code
6. Seeking juvenile court involvement to have a student informally enrolled in an alternative to adjudication. (If the School chooses to have students informally enrolled in an alternative to adjudication, the School shall develop a written policy regarding the use of and selection process for offering alternatives to adjudication to ensure fairness.)

Reporting

The School shall report as soon as practical to the Ohio Department of Education: when a notice of excessive absence is submitted to a parent; when a student meets the definition of habitually truant; when a student has been adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication; when an absence intervention plan has been implemented.

If the student is violating a court order regarding the student's adjudication as an unruly child for being habitually truant, the Board hereby authorizes the school's administrator or his/her designee to inform the student and parent/guardian of the violation and to notify the juvenile court.

The School may take legal action against the parent/guardian pursuant to ORC 3321.20 or ORC 3321.38 if a student is not attending school.

Automatic Withdrawal by School

In accordance with Ohio Revised Code 3314.03, a student will be automatically withdrawn 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.

Withdrawal by Student

When a student of compulsory school age withdraws from the School, the School shall attempt to ascertain the reason for the withdrawal. If the reason for the withdrawal is for a reason other than a change in residence and is not enrolled in another program, the School shall notify the registrar of motor vehicles and the juvenile court in the county in which the School is located. The notice shall be given within two weeks after the withdrawal and failure to enroll in another program permitted by law.

Collaboration

The Board of Directors recognizes the importance of collaboration in order to help students attend school and to meet their wide-ranging needs. On the date the Board of Directors held a meeting to approve this policy it provided public notice of the meeting and provided an opportunity for parents, guardians, and others having care of students, school employees and volunteers, community members, and local juvenile court judge/s to consult on the development of this policy. The School will continue to work with local agencies regarding increasing attendance. Families, school employees and volunteers, community members, and local juvenile courts, and all agencies and stakeholders are encouraged to bring any concerns or comments regarding this policy to the attention of the School at any time.

Attachment 11

IRN No. 014927

Community School Budget

County: Summit

Steel Academy
Budget for Fiscal Year 2023

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	\$ 100,000.00	\$ 28,000.00	\$ 22,000.00								\$ 150,000.00
Purchased Services 400	\$ 1,100,000.00	\$ 330,000.00	\$ 50,000.00	\$ 31,209.00	\$ 56,000.00	\$ 105,000.00	\$ 61,803.00		\$ 215,988.00		\$ 1,950,000.00
Supplies 500	\$ 150,000.00	\$ 25,000.00	\$ 13,000.00				\$ 122,000.00				\$ 310,000.00
Capital Outlay 600	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00								\$ 40,000.00
Other 800				\$ 10,000.00							\$ 10,000.00
Total	\$ 1,365,000.00	\$ 398,000.00	\$ 95,000.00	\$ 41,209.00	\$ 56,000.00	\$ 105,000.00	\$ 183,803.00	\$ -	\$ 215,988.00	\$ -	\$ 2,460,000.00

Budget Per Pupil

Estimated Student Enrollment	150	\$9,100.00	\$2,653.33	\$633.33	\$274.73	\$373.33	\$700.00	\$1,225.35	\$0.00	\$1,439.92	\$0.00	\$16,400.00
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Assumption for the Fiscal Year 2023

Expected Enrollment

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students										37.5	37.5	37.5	37.5

Expected Instructors

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										3	3	3	3

Expected Administrative Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										0.75	0.75	0.75	0.75

All Other Expected Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										0.5	0.5	0.5	0.5

Expected Purchased Services

Rent	\$ 215,988.00
Utilities	\$ 49,580.00
Other Facility Costs	\$ 15,966.00
Insurance	\$ 8,755.00
Management Fee	\$ 145,332.00
Sponsor Fee	\$ 45,000.00
Audit Fees	\$ 8,915.00
Contingency	
Transportation	\$ 105,000.00
Food Service	\$ 18,025.00
Legal	\$ 29,000.00
Marketing	\$ 9,892.00
Consulting	
Salaries and Wages	\$ 871,218.00
Employee Benefits	\$ 195,000.00
Special Education Services	\$ 108,150.00
Technology Services	\$ 57,155.00
Food Services	
Other	\$ 67,024.00
Total	\$ 1,950,000.00

Fiscal Year 2022-2023 Projected Debt

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

Narrative Summary

Name of sponsor: Office of Community Schools
 Name of management company: Educational Empowerment Group
 Name of treasurer: Dan Lamb

Attachment 12

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
CHARTER SCHOOL SPECIALISTS, LLC
AND
THE STEEL ACADEMY GOVERNING AUTHORITY**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made between Charter School Specialists, LLC, 40 Hill Rd. South, Pickerington, Ohio 43147 ("CSS"), and THE STEEL ACADEMY GOVERNING AUTHORITY (STEEL ACADEMY INC.).

WHEREAS, it is the desire of STEEL ACADEMY INC to engage CSS as an independent contractor to perform certain fiscal services related to the operation of a community school (the "Services") as described in the Scope of Work, attached hereto as Exhibit A; and

WHEREAS, it is the desire of CSS to perform the Services for STEEL ACADEMY INC at the monthly rates listed on Exhibit B, attached hereto (the "Compensation");

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

AGREEMENT

Terms

1. The respective duties and obligations of the parties hereto shall be for an initial period of twelve (12) months, commencing on July 1, 2018 unless this Agreement is earlier terminated pursuant to Section 17. This Agreement shall then automatically renew each year unless terminated by either party under Section 17. This Agreement supersedes and replaces any prior agreement for similar services between the parties hereto.

Compensation

2. CSS shall invoice STEEL ACADEMY INC for the Services one month in advance based on the rates listed in EXHIBIT B. Compensation shall be paid on or before the 20th calendar day of each month for services delivered to STEEL ACADEMY INC.

Expenses Reimbursement

3. Reasonable expenses are included within the scope of the Compensation. Unforeseen costs associated with the performance of the Services or due to additional duties related to the Services, will only be reimbursed upon prior approval by STEEL ACADEMY INC. If STEEL ACADEMY INC approves such reimbursement, the

reimbursement will be paid upon the presentation of appropriate documentation (including accurate receipts for all expenses) and an invoice issued by CSS.

Contract Promotion

4. Upon prior mutual written agreement of the parties, STEEL ACADEMY INC and CSS may promote this Agreement between them to their customers and prospects. All promotional materials regarding this Agreement will be subject to the written approval of the parties.

Arbitration of Disputes

5. All claims, disputes and controversies arising out of or relating to the Services will be resolved by binding arbitration administered by a panel of three arbitrators who have knowledge concerning community school operations. Within twenty (20) days of one party serving upon the other a written demand for arbitration, each party shall appoint one person to act as an arbitrator. Such person shall have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship in the outcome of the matters disputed, and such person shall not be an employee, agent or contractor of either party. If either party fails to appoint an arbitrator within the allotted time, the other party may appoint an arbitrator for it, provided that such arbitrator meets the qualifications described above. The two arbitrators selected shall have twenty (20) days from the date of appointment of the last arbitrator appointed to appoint a third arbitrator, who shall be likewise disinterested. Notwithstanding the foregoing, the parties may agree in writing to use one (1) arbitrator instead of three (3).
6. Arbitration may be initiated by any party by sending written notice of its intention to arbitrate to the other party. The notice shall contain a description of the claim, dispute or controversy and the remedy requested.

7. Any matters regarding the arbitration not specifically set forth or defined herein shall, to the extent not inconsistent herewith, be conducted pursuant to the Commercial Arbitration Rules of the AAA, but not administered by AAA. Except as may be specifically provided herein or in the Commercial Arbitration Rules of the AAA, the arbitrators shall have discretion to establish and determine the conduct and rules of the proceedings. All fees shall be paid per the arbitrator's decision. If the arbitrator does not address the issue of fees in his/her decision, the fees shall be equally divided between all parties.

8. This is an election to resolve claims, disputes and controversies by arbitration rather than the judicial process. IT IS UNDERSTOOD THAT THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL OR A TRIAL IN COURT. The parties

understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from rules and rights applicable in court.

9. The arbitration will be conducted at an appropriate time and place set by the arbitrator in the county of Fairfield, State of Ohio.
10. All arbitrations and appeals thereof shall be conducted under Chapter 2711 of the Ohio Revised Code.
11. This provision shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of STEEL ACADEMY INC and CSS and shall survive the termination, suspension or non-renewal of this Agreement.

Amount of Service

- 12: STEEL ACADEMY INC expressly understands and agrees that CSS may represent, perform services for, and be employed by such additional clients, persons, or companies as CSS, in its sole discretion, sees fit. CSS reserves the right to subcontract any and all aspects of services it agrees to provide to STEEL ACADEMY INC in **EXHIBIT A**.

Warranties or Representations

13. By CSS. CSS warrants and represents that it has the authority to enter into this Agreement and to perform all obligations hereunder, and that it is not under any duty or obligation to any other person or entity in the form of an employment agreement, non-compete agreement, or other contractual agreement which would prohibit it from performing its obligations to STEEL ACADEMY INC pursuant to this Agreement.

CSS further warrants that so long as it is acting as STEEL ACADEMY INC designated fiscal officer, it will comply with and have any necessary employees comply with Ohio Revised Code Sections 3301.074 and 3314.011.

By STEEL ACADEMY INC. STEEL ACADEMY INC warrants and represents that it has the authority to enter into this Agreement and to perform all obligations hereunder.

Confidentiality

14. Unless otherwise agreed, CSS shall not disclose or use for the benefit of any other person, corporation or business organization, entity or enterprise other than STEEL ACADEMY INC, any written information or other information obtained through the course of its work with STEEL ACADEMY INC, and shall, as an agent of STEEL ACADEMY INC, retain any trade secrets or other confidentiality which extends to STEEL ACADEMY INC or its parents/students. STEEL ACADEMY INC understands that CSS has copyrights, trademarks/trade names prior to the engagement of this contract. STEEL ACADEMY INC agrees that it will not duplicate, sell or

otherwise disseminate any CSS materials used by STEEL ACADEMY INC without the express written consent of CSS.

15. CSS agrees to comply with FERPA and shall not disclose, publish, copy, transmit, modify, alter or utilize such confidential information covered by FERPA during the term of this Agreement or at any time after its termination or expiration other than to the extent reasonably necessary for implementation of this Agreement.

Suspension and Termination

16. CSS has the right to suspend the Services immediately if an invoice remains unpaid thirty (30) days beyond the due date. Late invoices accrue late fees of twenty-five dollars (\$25.00) per month until paid in full or until the Agreement is terminated. STEEL ACADEMY INC, Board of Directors and Sponsor will be notified of the suspension via certified mail. During the suspension, STEEL ACADEMY INC shall be fully responsible for the performance of all work previously contracted to CSS. CSS will accept no responsibility for work performed by STEEL ACADEMY INC during a suspension. STEEL ACADEMY INC will also be responsible for all invoices from CSS during the suspension period. Suspension will continue until the account is paid in full and the following months' invoice is paid. STEEL ACADEMY INC, Board of Directors and Sponsor will be notified of the release of suspension via certified mail. After the suspension, Compensation will be due prior to CSS providing the Services.

17. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. The types of services listed in EXHIBIT A are not mutually exclusive and either party may terminate one or more of these services upon thirty (30) days written notice to the other. This Agreement may also be terminated upon the occurrence of any of the following events, and the terminating party shall have no liability to the other for the exercise of its right to cancellation:

(a) By either party in the event the other party has breached a covenant, obligation, or warranty under this Agreement, and such breach remains uncured for a period of thirty (30) days after notice of such breach is sent, in writing, by the non-breaching party.

(b) By either party in the event the other party is dissolved, either voluntarily or involuntarily under the governing law of the State of their respective organization or incorporation.

(c) Immediately by CSS should an invoice remain unpaid sixty (60) days after due date.

(d) Immediately by STEEL ACADEMY INC should funding from the State of Ohio cease.

Upon termination, CSS shall return all School records to STEEL ACADEMY INC or the Department of Education or such other entity as required by law

Upon termination, CSS agrees to provide the Services, at the monthly rate listed in Exhibit B, as reasonably necessary to enable STEEL ACADEMY INC to arrange for the provision of the Services from a third party, but in no event shall CSS be required to provide the Services for more than two (2) months following the month in which this Agreement is terminated.

If STEEL ACADEMY INC determines that a material financial impropriety exists concerning the Services, it may request that CSS immediately replace the individual(s) responsible for providing the Services.

Ohio Law and Forum to Apply

18. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

Legal Construction

19. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Assignment

20. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the parties without the prior written consent of the other party. In the event of an assignment by a party to which the other party has consented, the assignee or a legal representative shall agree in writing with the other party to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

Successors and Assigns

21. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assignees of the respective parties.

Attorneys' Fees

22. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the prevailing party may be entitled.

Amendment

23. This Agreement may only be amended in writing by the mutual agreement of the parties hereto.

Taxes

24. The STEEL ACADEMY INC and CSS agree that the Compensation shall be paid to CSS without any federal, state, or local wage withholding and that CSS shall be solely responsible for the payment of and shall indemnify and hold STEEL ACADEMY INC and its members, officers, employees, trustees, directors and agents harmless from all appropriate income tax and other withholding obligations (including, without limitation, federal, state, and local income taxes, social security taxes, unemployment insurance taxes, worker's compensation, and other FICA withholdings), if any, due at any time.

Access to Data

25. STEEL ACADEMY INC shall provide to CSS, in a timely manner and at no charge to CSS, access to all data determined by STEEL ACADEMY INC and/or CSS to be necessary to complete the Services which are hereby being undertaken by CSS. All data shall be held in confidence and remain the property of STEEL ACADEMY INC and shall be immediately returned upon request.

Indemnification

26. STEEL ACADEMY INC shall defend, indemnify, and hold CSS and its members, owners, officers, directors, employees, and agents harmless from and against any claims, actions, liabilities, damages, penalties, assessments, costs, and expenses (including, but not limited to, court costs, collection costs, receiver fees, accounting or audit fees and attorneys fees) directly or indirectly resulting from or related to STEEL ACADEMY INC's failure to report data, or STEEL ACADEMY INC's provision of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to CSS as adjudged by a court of competent jurisdiction or as a determined by arbitration as set forth herein. This indemnification survives the termination, suspension or non-renewal of either this Agreement.

CSS hereby agrees to protect, indemnify, defend and hold harmless STEEL ACADEMY INC (including the directors, officers, partners, employees, and agents of

STEEL ACADEMY INC, all of whom are hereinafter collectively referred to as the "STEEL ACADEMY INC Indemnified Parties") harmless from and against any and all costs, damages, losses and liabilities (including, but not limited to, court costs, collection costs, receiver fees, accounting or audit fees) resulting from or related in any manner to any intentional, willful or negligent or unethical acts by CSS as adjudged by a court of competent jurisdiction or as determined by arbitration as set forth herein. This provision shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the STEEL ACADEMY INC Indemnified Parties and shall survive the termination, suspension or non-renewal of this Agreement.

Insurance/Bond Requirements (Only applicable for Fiscal Services)

27. CSS shall execute a Public Official Bond in the name of the school, payable to the State of Ohio, for amounts as determined by STEEL ACADEMY INC and consistent with the determined fiscal exposure. This bond shall be acceptable to both the school's Community School Sponsor and the Auditor of State.

CSS shall at all times during the term of this Agreement maintain a Dishonesty Policy in the amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate, and a Professional Liability Policy for One Million Dollars (\$1,000,000) with companies authorized to do business in the State of Ohio. CSS shall provide STEEL ACADEMY INC with evidence of such coverage, which evidence shall also specify that such policy shall not be cancelled without thirty (30) days written notice to STEEL ACADEMY INC.

Intellectual Property Rights

28. CSS shall retain all copyrights, patents, trade secrets, and any other proprietary rights therein for CSS materials.
29. STEEL ACADEMY INC shall retain all copyrights, patents, trade secrets, and any other proprietary rights therein for STEEL ACADEMY INC materials.

Legal Consultation

30. The parties acknowledge that each had an opportunity to consult legal counsel for advice regarding this Agreement and before signing this agreement.

Counterparts

31. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterpart, when so executed and delivered (including delivery by facsimile), shall be deemed to be an original and all of which counterparts, taken together shall constitute but one and the same Agreement.

Notices

32. Any notice hereunder 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.

Notice for each party should be provided as follows or as later updated in writing to the other:

To CSS:
Charter School Specialists, LLC
40 Hill Rd. South
Pickerington, Ohio 43147

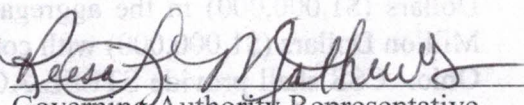
Email: _____
Fax: _____

To Steel Academy Inc:
Board President
The Steel Academy
1570 Creighton Ave.
Akron, OH 44310

Email: _____
Fax: _____

Executed By:

By: _____
Charter School Specialists, LLC (CSS)

By:  _____
Governing Authority Representative

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

Title: _____

Date: _____

Legal Consultation

The parties acknowledge that each had an opportunity to consult legal counsel for advice regarding this Agreement and before signing this agreement.

Counterparts

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterpart when so executed and delivered (including delivery by facsimile) shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same Agreement.

EXHIBIT A – STEEL ACADEMY INC

Scope of Work

FISCAL SERVICES PACKAGE

CSS will:

- Provide service from a State of Ohio, Certified School Treasurer.
- Establish Governing Authority bank accounts and investment accounts.
- Review funding from ODE and enter receipts and disbursements utilizing the required Uniform School Accounting System (USAS) coding.
- Pay invoices submitted by the Management Company according to the budget approved by the board.
- Work with the Management Company to establish the school budget to ensure that projected expenditures are in line with estimated revenues.
- Complete the required Five-year Forecasts for approval of the Governing Authority and submission to ODE.
- Monthly reconciliation of Governing Authority bank account.
- Preparation of sponsor required Financial Reviews.
- Provide a detailed report of expenditures, income and overall fiscal health.
- Complete Project Cash Requests (PCR) for CCIP grant dollars upon receipt of acceptable documentation from the Management Company for allowable expenses.
- Approve CCIP grants and revisions.
- Be available throughout the workweek to answer any questions or resolve financial related concerns.
- Attend Governing Authority meetings via phone.
- Meet with Business Manager annually and report to Governing Authority the results of such meeting.
- Serve as Governing Authority Representative to Auditor of State.
- Attend Audit Committee Meetings.
- Provide bank transfers of funds received through ODE to schools checking accounts.
- Auditing of the Governing Authority's books.
- Any additional relevant additional requests by Governing Authority and/or sponsor.
- Complete the final expenditure report.
- Serve as the designated fiscal officer of the School.

The school will:

- Account for revenues and expenses in accordance with the management contract and in compliance with Ohio laws and regulations.
- Provide CSS with complete and timely records of expenditures for grant funds as required by the grantor.
- Submit all data necessary regarding the accurate and timely submission of project cash requests.
- Submit all invoices on a weekly basis to ensure timely payment to vendors.
- Properly identify on each invoice the appropriate account to be charged to ensure that expenditures versus budget reports are accurate.

EXHIBIT B – STEEL ACADEMY INC

Scope of Work Fees

Various work products have been delineated and are offered according to the fee structure below.

Please initial which services are required

FISCAL SERVICES **\$2,500/month**

(initial)

TOTAL PER MONTH **\$2,500**

Charter School Specialists is a vendor of high quality services to Charter Schools. Each work product is performed by seasoned experts in the industry. These experts are all fully certified and or licensed and have years experience in performing the tasks in which they are assigned. Charter School Specialists is committed to only the highest level of service.



The Ohio Casualty Insurance Company

BOND

No. 601082832

KNOW ALL MEN BY THESE PRESENTS:

That we Danny V. Lamb

763 Prairie Run Drive

Sunbury

OH

43074

(Insert Full Name [top line] and Address [bottom line] of Principal)

as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto State of Ohio -

Auditor of State

88 E. Broad Street

Columbus

OH

43215

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents

\$25,000.00

) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer on behalf of Steel Academy

for a term beginning on September 1, 2014 and ending on continuous.

Now, therefore, the condition of this Obligation is such that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio -
Auditor of State

and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED October 29, 2014

Danny V. Lamb

The Ohio Casualty Insurance Company

By: Phyllis T. Neal
Phyllis T. Neal

Attorney-in-Fact

Attachment 13

EEG October 2022-2023 Medical Benefit Options



	Buy up PPO 1500/80B		Buy up PPO 2000/80B		Base HDHP H S A 5000D	
	AultCare		AultCare		AultCare	
	Aultcare Network/ Cigna		Aultcare Network/ Cigna		Aultcare Network/ Cigna	
	Embedded		Embedded		Embedded	
Network Deductible	\$1500/\$3000		\$2,000/\$4,000		\$5,000/\$10,000	
Non-Network Deductible*	\$4500/\$9000*		\$6,000/\$12,000		\$15,000/\$30,000*	
Network Out-of-Pocket Medical+RX	\$2500/\$5000 +rx oop \$6,200/\$12,400		\$4000/\$8000 +rx oop \$4,700/\$9,400		\$5000/\$10000	
Non-Network Out-of-Pocket* Medical+RX	\$7,500/\$15,000*+rx oop\$6,200/\$12,400		\$12,000/\$24,000*+rx oop\$4,700/\$9,400		\$22,050/\$44,100 (higher due to coinsurance)	
In/Outpatient Care						
Network CoPay	Deductible + 20%		Deductible + 20%		Deductible	
Non-Network CoPay*	Deductible + 40%*		Deductible + 40%*		Deductible + 20%*	
Physician/Specialist						
Network	\$25/\$25 CoPay		\$25/\$25 CoPay		Deductible	
Non-Network*	Deductible + 40%*		Deductible + 40%*		Deductible + 20%*	
Prescription Drugs	Retail	Mail Order 90 day	Retail	Mail Order 90 day	Retail	Mail Order 90 day
Out of Pocket Limit Single / Family	\$6,200 single / \$12,400 family		\$4,700 single / \$9,400 family		Medical and Pharmacy OOP together	
Generic	\$10 or 20% or \$20 or 20%**	\$25 or 20%**	\$10 or 20% or \$20 or 20%**	\$25 or 20%**	Deductible	Deductible
Preferred/Formulary	\$30 or 30%**	\$85 or 25% max \$200**	\$30 or 30%**	\$85 or 25% max \$200**	Deductible	Deductible
Non-Preferred/Non-Formulary	\$45 or 50%**	\$130 or 45% max \$400**	\$45 or 50%**	\$130 or 45% max \$400**	Deductible	Deductible
Specialty	\$125 or 20%**	NA	\$125 or 20%**	NA	Deductible	NA
Non-Network RX	not covered		not covered		not covered	
Emergency Room (emergent)						
Network	\$150 copay per visit		\$150 copay per visit		Deductible	
Non-Network*	\$150 copay per visit		\$150 copay per visit		Deductible*	
Urgent Care						
Network	\$50 copay		\$50 copay		Deductible	
Non-Network*	\$50 copay		\$50 copay		Deductible*	

* plus charges above reasonable and customary

** whichever is greater

Ancillary Benefits

Principal - Dental

What's available to me?

Dental insurance helps pay for all, or a portion, of the costs associated with dental care, from routine cleanings to root canals.

Combined annual benefit maximum

This is the total amount your insurance will cover annually for all services combined.

In-network - \$1,000

Out-of-network \$1,000

Preventive

In-network \$0, 100%

Out-of-network \$0, 90%

Routine exams - once per six months

Routine cleanings - once per six months

Bitewing X-rays - once per calendar year

Full mouth X-rays - once every 60 months

Fluoride - once per calendar year (covered only for dependent children under age 14)

Sealants - covered only for dependent children under age 14 once per tooth each 36 month

	DENTAL	
Premium	Employee	Employer
PER PAY		
\$ 14.40	\$ 0.50	\$ 13.90
\$ 26.80	\$ 14.29	\$ 12.51
\$ 30.31	\$ 18.19	\$ 12.12
\$ 44.48	\$ 33.92	\$ 10.56

Principal - Vision

What's available to me?

Vision insurance is offered through Principal® and VSP® Vision Care. It provides choice, flexibility and savings through a VSP doctor.

Exams Every 12 months, one exam is covered in full after \$10 copay

Prescription glasses

Lenses - 1 pair covered every 12 months

Frames - covered up to \$150 every 24 months

\$25 copay

Single lenses

Lined bifocal, trifocal, and lenticular lenses

Lens enhancements Most popular lens enhancements are covered after a copay, saving our members an average of 20-25%

Elective contacts Covered up to \$150 every 12 months. Contact lenses can be chosen instead of glasses.

Necessary contacts Covered in full after \$25 copay every 12 months

	VISION	
Premium	Employee	Employer
PER PAY		
\$ 3.36	\$ 0.50	\$ 2.86
\$ 6.30	\$ 3.77	\$ 2.53
\$ 6.70	\$ 4.21	\$ 2.49
\$ 10.48	\$ 8.42	\$ 2.06

Principal Life Insurance

Employee Group Life _ \$25,000 (100%) employer paid

Voluntary Life-Self- 100% employee paid

Voluntary Life Spouse- 100% employee paid

Child Life-100% employee paid

Supplemental Insurance

Prudential 100% employee paid

Accident

Hospital

Critical Care

Employee Assistant Program

100% employer paid

A program available to you and your family offering access to confidential, professional support, 24 hours a day, 365 days a year. All IMPACT counselors are qualified, masters/doctoral level professionals.

Principal Disability-100% Employee Paid

Short Term Disability

Your primary weekly benefit is 60% of your earnings prior to your disability; up to \$500 minus other income sources. Other income sources could include, but aren't limited to, Social Security, other earnings, worker's compensation, state disability (if applicable), and salary continuance. Paid up to 13 weeks.

Long Term Disability

Your primary monthly benefit is 60% of your earnings prior to your disability; up to \$5,000 minus other income sources. Other income sources could include but aren't limited to, Social Security for you and your dependents, other earnings, workers' compensation, state disability (if applicable) and salary continuance.



Life comes with challenges.

Your Assistance Program is here to help.

Your Assistance Program can help you reduce stress, improve mental health, and make life easier by connecting you to the right information, resources, and referrals.

All eligible employees, spouse/partner, dependents, household members and parents/parents-in-law are eligible to use any of the IMPACT services. This includes access to short-term counseling and the wide range of services listed below:

3 Mental Health Sessions

Manage stress, anxiety, and depression, resolve conflict, improve relationships, overcome substance abuse, and address any personal issues.

3 Life Coaching Sessions

Reach personal and professional goals, manage life transitions, overcome obstacles, strengthen relationships, and build balance.

Financial Consultation

Build financial wellness related to budgeting, buying a home, paying off debt, managing taxes, preventing identity theft, and saving for retirement or tuition.

Legal Consultation

Get help with personal legal matters including estate planning, wills, real estate, bankruptcy, divorce, custody, and more.

Work-Life Resources and Referrals

Obtain information and referrals when seeking childcare, adoption, special needs support, eldercare, housing, transportation, education, and pet care.

Personal Assistant

Save time with referrals for travel and entertainment, seeking professional services, cleaning services, home food delivery, and managing everyday tasks.

Medical Advocacy

Get help navigating insurance, obtaining doctor referrals, securing medical equipment or transportation, and planning for transitional care and discharge.

Member Portal and App

These digital tools enable you to access your benefits 24/7/365 with online requests and chat options. They also provide easy access to thousands of articles, webinars, podcasts, and tools covering total well-being.



Contact IMPACT Solutions

Call: **800-227-6007**

Visit: www.MyImpactSolution.com

Code: **eegeap**

IMPACT SOLUTIONS

An AllOne Health Company

EEG - BENEFIT PLAN CONTRIBUTIONS FOR 2022 / 2023

Buy Up PPO 1500	Employee	Employer
	PER PAY	PER PAY
Employee	\$59.73	\$298.62
Employee/Spouse	\$193.21	\$559.35
Employee/Child(ren)	\$121.22	\$541.74
Family	\$237.19	\$927.46

Principal - Dental Plan	Employee	Employer
	PER PAY	PER PAY
Employee	\$0.50	\$13.90
Employee/Spouse	\$14.29	\$12.51
Employee/Child(ren)	\$18.19	\$12.12
Family	\$33.92	\$10.56

Base HSA 5000	Employee	Employer	Employer HSA Contribution
	PER PAY	PER PAY	PER YEAR
Employee	\$ 8.50	\$ 279.23	\$ 1,000.00
Employee/Spouse	\$ 107.50	\$ 495.08	\$ 1,000.00
Employee/Child(ren)	\$ 45.00	\$ 486.03	\$ 1,000.00
Family	\$ 135.00	\$ 796.75	\$ 1,000.00

Principal - Vision Plan	Employee	Employer
	PER PAY	PER PAY
Employee	\$0.50	\$2.86
Employee/Spouse	\$3.77	\$2.53
Employee/Child(ren)	\$4.21	\$2.49
Family	\$8.42	\$2.06

Buy Up PPO 2000	Employee	Employer
	PER PAY	PER PAY
Employee	\$ 36.00	\$ 304.33
Employee/Spouse	\$ 136.00	\$ 578.68
Employee/Child(ren)	\$ 73.50	\$ 556.10
Family	\$ 163.50	\$ 942.55



Created & developed by Benefit Related Services 2022

EEG - PRUDENTIAL PLANS 2022 / 2023

ACCIDENT PLAN	
<i>An accident plan pays you when you have an accident, on or off, the job. Your checks are sent directly to you to help with your medical bills or living expenses. Some examples of payments are listed below.</i>	
Per Pay Rates	
EE	\$4.36
EE+SP	\$6.27
EE+Child(ren)	\$5.76
Family	\$9.09
Accident Plans include:	
EMPLOYEE:	\$50,000 of life insurance (Payout if death is due to an accident)
SPOUSE:	\$25,000 of life insurance (Payout if death is due to an accident)
CHILD:	\$12,500 of life insurance (Payout if death is due to an accident)
Doctor office visit or urgent care:	\$50.00
Doctor office visit follow-up care:	\$75.00
X-ray:	\$100.00
Therapy: (10 per accident & max of 10 per policy per year)	\$25.00
Closed broken forearm:	\$500.00
Coma:	\$10,000.00
Non ICU Hospital admit:	\$1,000.00
**24 Hour Coverage **Dismemberment Benefit **Extensive Coverage for Accidental Injuries	

HOSPITAL INDEMNITY PLAN	
<i>Hospital Indemnity is a benefit paid directly to you when you're admitted to the hospital.</i>	
Per Pay Rates	
EE	\$9.21
EE+SP	\$16.82
EE+Child(ren)	\$13.12
Family	\$21.68
Hospital admission:	\$1,000.00
ICU Admission of 24 hours or more: (in addition to hospital admission)	\$2,000.00
Hospital Confinement :	\$150 per day starting on Day 2 for up to 30 days
ICU Confinement:	\$300 per day starting on Day 2 for up to 30 days
**Must Occur within 90 days of accident, illness, or injury **One time, one person per year, per covered accident, injury, or illness - payable 5 times per calendar year **Payable for observation if 24 hours or more **No payment for ER Visits - ONLY Hospital Admissions **See details of Plan Document	

Critical Illness \$10,000, \$20,000 or \$30,000 benefit plans	
<i>Critical Illness benefit is paid when you have one of the listed illnesses. Examples include invasive cancer, heart attack, stroke, coma, MD, severe coronary artery disease, Alzheimer's disease, & renal failure to name a few. See benefit Plan Documents for full list of diseases. You can choose a \$10,000, \$20,000, or \$30,000 benefit for you & your family.</i>	
5 year tier pricing - See Age Chart. Your open enrollment tool will calculate examples of each policy price for you & your family.	
**Wellness Benefit each year of \$50 **Guaranteed Issue - diagnosis of the disease must occur following the enrollment in the policy **See list of diagnoses **Must be actively at work and not confined in hospital to enroll **Cancer is included in this policy	

Attachment 14

Lease Agreement

This Lease Agreement ("*Lease*") is entered into as of March 3, 2021 ("*Execution Date*"), by and between **CTK Legacy Properties, LLC** ("*Lessor*") and **Steel Academy, Inc.** ("*Lessee*"), with reference to the following facts:

WHEREAS, Lessor is the owner of certain real property located at 1570 Creighton Ave., Akron, Ohio 44310 (the "*Real Property*"); and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease to Lessor, a portion of the Real Property as described in Section 1 below.

NOW, THEREFORE, upon the terms, covenants, and conditions set forth in this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the Premises described in Section 1 below:

SECTION 1 TERM.

(a) Description and Use of the Premises. Lessor owns and hereby leases to Lessee the portion of the Real Property, as more fully described in Exhibit A (hereinafter collectively referred to as the "*Premises*").

(b) Term. Lessor, in consideration of the rents, covenants, and agreements hereinafter reserved and contained, to be paid and performed by Lessee, hereby lets unto Lessee from the Effective Date until June 30, 2023 (the "*Initial Term*"). "*Term,*" as used herein, shall include the Initial Term and any Renewal Terms referred to in Section 1(b) below. "*Effective Date*" shall mean the date in which Lessor takes ownership of the Real Property.

(c) Renewal Term. After the expiration of the Initial Term, provided that Lessee is not in default (beyond applicable notice and cure periods) of its obligations pursuant to this Lease, this Lease shall automatically renew for the term of the Lessee's charter renewal (each a "*Renewal Term*"). Notwithstanding the foregoing, no Renewal Term shall be in effect after June 30, 2030, unless agreed upon by the mutual written consent of all of the parties. The terms and conditions set forth in this Lease shall apply to Renewal Term(s).

(d) Termination. In the event Lessee's charter for the operation of a charter school is terminated or suspended or should the state of Ohio cease to fund the Lessee prior to the expiration of the Lease Term, Lessee shall have the right to terminate this Lease upon notice to Lessor. If the Lessee provides notice of three months or less of the loss of the Charter and/or funding and hence termination of the Lease, the termination fee shall be equal to six months' rent. If the Lessee provides notice in excess of three months of the loss of the Charter and/or funding hence termination of the Lease, the termination fee shall be equal to three months' rent. Notwithstanding the foregoing, Lessee shall not be permitted to terminate this Lease under this Section 1(d) if the Lessee's charter is terminated or suspended due to Lessee's negligence or willful misconduct.

SECTION 2 RENT.

(a) **Base Rent.** Lessee shall pay and Lessor shall accept as base rent for the Premises ("***Rent***" or "***Rents***"), the monthly installments outlined on Exhibit B.

(b) **Payment of Rent.** Rent shall be paid to Lessor without demand and without setoff or reduction in equal monthly installments in advance on the first day of each month, at the offices of Lessor specified herein, or at such other address as Lessor may from time to time designate to Lessee by notice in the manner hereinafter provided. In the event the obligation to pay Rent shall arise on a date other than the first day of a calendar month, Lessee shall pay Lessor on the first day of such partial month, a pro-rata portion of such Rent for such partial month.

(c) **Acceptance of Rent; Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly Rent herein stipulated to be paid by Lessee to Lessor or any endorsement or statement on any check or any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Lessor shall accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

SECTION 3 USE OF PREMISES. Lessee covenants and agrees that the Premises shall be used solely for the purpose of operating a community school including any extra-curricular activities associated with the community school. This may include but is not limited to parent/teacher organizations, scouting activities, and athletics. Lessee agrees to abide by the restrictive covenants contained in that certain Limited Warranty Deed, as are attached hereto as Exhibit D.

SECTION 4 QUIET ENJOYMENT. Lessee, upon paying the Rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Premises during the Term, subject to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances which are superior to this Lease or to which this Lease may be subordinated.

SECTION 5 TAXES. Lessee shall pay all of the real and personal property taxes on the Real Property ("***Taxes***"), including special assessments. Lessor shall cooperate with Lessee's application for Real Property tax exemption of the leased premises.

SECTION 6 CONDITION OF THE PREMISES. The Premises is leased to Lessee and Lessee accepts the same in its "as is" and present condition. Lessee represents that it has had an opportunity to inspect the Premises. All Alterations (as defined herein), additions, and improvements made to the Premises by Lessee shall be subject to the provisions of Section 25.

SECTION 7 INSURANCE REQUIRED OF LESSEE. Lessee shall maintain and keep in force at all times thereafter during the Term of this Lease, the following insurance coverage with respect to the Premises:

(a) **Commercial General Liability Insurance.** Commercial General Liability insurance, with contractual liability endorsements, relating to the Premises and its appurtenances on an occurrence basis with a minimum per occurrence limit of One Million Dollars (\$1,000,000.00) and with an aggregate limit of Three Million Dollars (\$3,000,000.00). Lessor shall be named as an additional insured party.

(b) **Workers' Compensation Insurance.** Workers' Compensation insurance covering all employees of Lessee with respect to whom death or bodily injury claims could be asserted against Lessor or Lessee, as required by applicable law.

(c) Property and Casualty Insurance. Casualty insurance, covering the full replacement cost of the improvements on the Premises. Lessor shall be named as an additional insured party.

Before undertaking any Alterations, additions, improvements, or construction, Lessee shall also cause Lessee's contractor to obtain at its expense a public liability insurance policy insuring Lessee and Lessor against any liability which may arise on account of such proposed Alterations, additions, improvements, or construction on an occurrence basis with the minimum limits set forth in this Section.

All of the aforesaid insurance (except for Workers' Compensation insurance) shall be written in the name of the Lessee (but naming the Lessor as an additional insured) by one or more responsible insurance companies reasonably satisfactory to Lessor; all such insurance may be carried under a blanket policy covering the Premises and any other of Lessee's locations; and all such insurance shall contain an endorsement that such insurance may not be canceled or amended with respect to Lessor except upon fifteen (15) days' prior to the time such insurance is first required to be carried by Lessee, and thereafter at least (15) days prior to the expiration of such policy, either a duplicate original or certificate of insurance on all policies procured by Lessee in compliance with its obligations hereunder, together with evidence satisfactory to Lessor of the payment of the premiums. If Lessee fails to obtain and provide any and all of the aforesaid insurance, then Lessor may, but shall not be required to purchase such insurance on behalf of Lessee and add the cost of such insurance as additional rent due Rent due under this Lease.

SECTION 8 WAIVER OF SUBROGATION. Lessor shall not be liable for any damage by fire or other peril includable in the coverage afforded by the standard form of casualty insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect) covering the Premises, no matter how caused (including Lessor's negligence), it being understood that Lessee will look solely to Lessee's insurer for reimbursement. Lessee shall not be liable for any damage by fire or other peril includable in the coverage afforded by the standard form of casualty insurance policy with extended coverage endorsement attached obtained by Lessor (if any) (whether or not such coverage is in effect) covering the Premises, no matter how caused, it being understood that Lessor will look solely to Lessor's insurer for reimbursement. Any waiver of Lessor's rights contained in this Section shall be ineffective if such waiver shall be unobtainable, or result in an increase in the cost of Lessor's insurance, unless Lessee shall pay such increase within ten (10) days after notice thereof.

SECTION 9 MAINTENANCE.

(a) Lessee. During the term of this Lease, Lessee shall keep the Premises and other parts of the Real Property in good order and in clean and sanitary condition, except for ordinary wear and tear, damage by fire or other casualty, condemnation and repairs and/or replacements which are Lessor's responsibility under this Lease. Specifically, Lessee shall be responsible for the following services, including but not limited to: trash removal from Premises; maintenance of generator; interior cleaning and janitorial of the Premises; rodent control; light bulb replacement; and maintenance and repairs related to HVAC up to \$3,000 per occurrence. Furthermore, Lessee shall be responsible for all salting, plowing, and other maintenance of the Premises; the North Parking Lot; the South Parking Lot; all driveways and paths ingress/egress; and all sidewalks on the Real Property. Lessee shall also be responsible for mowing and maintenance of the grounds on the Premises and the grassy area around the South Parking Lot. Notwithstanding anything to the contrary in this Section 9, Lessee shall pay for any repairs and maintenance caused by the negligence or wrongful acts of Lessee or its agents, employees, or customers but excepting any damages waived by Lessor.

(b) Lessor. During the term of this Lease, Lessor shall maintain in good order, condition and repair, and replace when necessary, (i) the roof and all other structural elements of the buildings, (ii) all

exterior elements of the buildings, including doors and windows, (iii) any area of the Real Property that is not a part of the Premises, and (iv) repairs of the HVAC system over \$3,000 per occurrence or the full replace of the entire HVAC system.

(c) **Failure to Perform Maintenance and Repair Obligations.** If Lessee fails to perform any of its maintenance or repair obligations hereunder in this Section 9, Lessor may contract with a professional to perform such obligation. Notwithstanding the foregoing, Lessee shall still be obligated to pay said third party professional directly, or pay Lessor as additional rent, plus an additional three percent (3%).

SECTION 10 UTILITIES. In addition to providing the maintenance and repair services required by Section 9, the Lessee shall pay the cost of the water, sewer, electricity, internet, telephone, refuse and trash collection, and natural gas servicing the Premises. Lessor shall not be liable in the event of any interruption or failure of utilities or any other service to the Premises, unless caused by Lessor's or its contractors', agents' or employees' gross negligence or willful misconduct. Lessee will use reasonable efforts to transfer all utility bills to be in the name of Lessee. In the event that Lessor and Lessee are unable to transfer a utility bill, Lessor shall be obligated to pay any late fees or penalties incurred due to Lessor's failure to timely deliver to Lessee utility statements or invoices.

SECTION 11 DAMAGE OR DESTRUCTION. If the Premises or any substantial part of it is damaged or destroyed by fire or other casualty, cause or condition whatsoever, and such damage or destruction cannot be repaired within one hundred twenty (120) days, either party may terminate this Lease, by written notice to the other party given within thirty (30) days after such damage. If the Premises are damaged or destroyed or access thereto or use thereof is affected by the damage, then termination shall be effective as of the date of such damage; otherwise said termination shall be effective thirty (30) days after such notice. Unless this Lease is terminated as herein above provided, Lessor shall proceed with due diligence to restore, repair, and replace the Premises to the same condition as they were in as of the Effective Date, provided such damage or destruction was not caused or contributed to by an intentional act or negligence of Lessee, its agents, employees, invitees, or those for whom Lessee is responsible, from and after the date of such damage to date of completion of said repairs, replacements, and restorations, a just proportion of the rent shall abate according to the extent the full use and enjoyment of the Premises are rendered impossible by reason of such damage. Lessor shall be under no duty to restore any alterations, improvements, or additions made by Lessee. In all cases, due allowance shall be given to Lessor for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties, or any cause beyond Lessor's control.

SECTION 12 CONDEMNATION. In the event the entire Real Property shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof, and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder.

In the event as much as twenty-five percent (25%) of the buildings or structures on the Real Property or fifty percent (50%) of the then paved parking area on the Real Property shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Lessee shall have the right to terminate this Lease as of the date of such taking upon giving notice to Lessor of such election within thirty (30) days after date of such taking or conveyance in lieu thereof. In the event of such termination, Lessor and Lessee shall thereupon be released from any liability thereafter accruing under this Lease.

If a portion of the Real Property is taken, or conveyance made in lieu thereof, and if this Lease shall not be terminated as provided in the preceding paragraph, then Rent shall be equitably apportioned

according to the building space so taken, and Lessor shall, at its own expense, restore the remaining portion of the building on the Real Property to a single architectural unit.

All compensation awarded or paid upon such a total or partial taking of the Real Property shall belong to and be the property of Lessor without any participation by Lessee. Lessee agrees that, in any proceedings incident to recovery of damages resulting from any taking or condemnation, Lessee will join and cooperate in the prosecution of Lessors claim for damages resulting from such taking or condemnation of the Real Property at Lessor's expense, and Lessor agrees that Lessee may pursue a separate award for its moving expenses.

Nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee. Further, nothing herein shall preclude Lessee from separately pursuing from the taking entity a claim for the value of the loss of its leasehold tenancy.

SECTION 13 ASSIGNMENT OR SUBLETTING. Without first obtaining the prior written consent of Lessor, Lessee shall not: (i) assign or otherwise transfer this Lease, or any rights or interests herein, or (ii) sublet the Premises or any part thereof, or allow the Premises to be used, occupied, managed or operated by others or in violation of any of the provisions of this Lease.

SECTION 14 ZONING. Lessee shall at its own cost and expense apply for zoning, zoning variances, changes or consents, curb or median cuts, and building permits that may be necessary. Lessor represents to Lessee that, to the best of Lessor's knowledge, no such variances, changes or other Alterations are required to continue to operate the Premises as they have been operated up to the commencement of this Lease, and Lessor agrees to reasonably cooperate with the Lessee to obtain such necessary zoning, variances, changes, consents, curb or median cuts or permits and agrees to execute such applications as may be reasonably required by the governmental authorities having jurisdiction thereof. Lessee agrees that any building or buildings that are now or may hereafter be erected upon Premises and Alterations thereto shall comply with all the laws, rules, orders, zoning laws, and all regulations of all governmental authorities or departments having jurisdiction thereof.

SECTION 15 ORDINANCES/COMPLIANCE WITH LAWS. Lessee shall observe and comply with all laws, rules, orders, ordinances, regulations and requirements applicable to the Premises and all buildings and improvements thereon, or to repairs or Alterations thereof, and shall also at its own cost and expense promptly comply with all laws, rules, orders, regulations and the requirements of the Board of Fire Underwriters or of any similarly constituted body. If Lessee fails to comply with any of the foregoing requirements, the Lessor may, at its option and after thirty (30) days' written notice to Lessee of its intention to do so, comply with the same for the account of Lessee, and Lessee shall upon demand pay to Lessor, as additional rent, the costs of such compliance including reasonable expenses, interest, attorney's fees and costs incurred in connection therewith.

SECTION 16 SUBORDINATION.

(a) **Subordination and Estoppel.** Lessee agrees that within ten (10) business days after the request of Lessor in writing, it will, without charge therefore, execute an estoppel certificate and such instrument or instruments to confirm the subordination of this Lease and the lien hereof to the lien of any present or future mortgage and agreeing to attorn to any mortgagee who shall succeed to Lessor's interest in this Lease all in a form reasonably acceptable to Lessor, and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver such instrument or instruments for an in the name of Lessee, in the event Lessee shall fail to execute such instrument or instruments within ten (10) business days after written notice to do so.

(b) Attornment. If any mortgagee requires that this Lease be prior rather than subordinate to any such mortgage, Lessee shall, promptly upon request by Lessor or such mortgagee, and without charge, execute a document effecting and/or acknowledging such priority, which document shall contain, at the option of such mortgagee, an Attornment obligation to the mortgagee as Lessor in the event of foreclosure or to any party acquiring title through such mortgage.

(c) Mortgagee's Rights. Upon request of any mortgagee of record, Lessee shall give prompt written notice of any default by Lessor hereunder, and Lessee shall allow such mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any such default. Any such notice shall be sent to the mortgage loan department of any such mortgagee at its home office address. Lessor shall provide to Lessee a nondisturbance agreement providing that so long as Lessee complies with the terms hereof, Lessee shall be permitted to occupy the Premises. Lessee's obligation to subordinate and/or attorn is expressly conditioned upon the receipt by Lessee of said nondisturbance agreement from the lien holder or subsequent mortgagee.

SECTION 17 HAZARDOUS SUBSTANCES. Except for such incidental cleaning agents and solutions or maintenance and operation materials used in the ordinary course, or materials and goods stored as part of Lessee's business (but such use and storage shall be in compliance with all Environmental Requirements), Lessee shall not permit or cause any party to bring any Hazardous Material upon the Premises or store or use any Hazardous Material in or about the Premises without Lessor's prior written consent. Lessee, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Requirements, and will obtain, comply with, and properly maintain all permits and licenses, or applications required by Environmental Requirements for its operations. The term "*Environmental Requirements*" means all applicable present and future statutes, regulations, ordinances, rules, codes, or other similar enactments of any governmental authority of agency, and any applicable judicial, administrative or regulatory decrees, judgments, orders, or policies regulating or relating to any Hazardous Materials or pertaining to health, safety, industrial hygiene, or the environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act ("*CERCLA*"); the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Air Act; the Federal Water Pollution Control Act; the Federal Hazardous Materials Transportation Act; and all state and local counterparts, supplements or additions thereto, and any regulations or policies promulgated or issued thereunder. The term "*Hazardous Materials*" means and includes petroleum (as defined in CERCLA), asbestos and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements.

SECTION 18 INDEMNITY.

(a) Lessee's Responsibility. Lessee shall defend, indemnify, save and hold harmless Lessor for all losses, costs, damages, expenses, claims, injuries, liabilities, and judgments arising from or in connection with: (i) Lessee's use of, occupancy of, or activities in or about the Premises; (ii) any breach or default by Lessee of its obligations under this Lease; and, (iii) any negligent act of Lessee, its contractors, employees and agents while working within the scope of their employment or agency, except to the extent that any of the foregoing are caused by Lessor's negligence or willful misconduct.

(b) Lessor's Responsibility. Lessor shall defend, indemnify, save and hold harmless Lessee for all losses, costs, damages, expenses, claims, injuries, liabilities and judgments arising from or in connection with: (i) Lessor's use of the Premises during the Term; (ii) any negligent act of Lessor, its

contractors, employees, and agents while working within the scope of their employment or agency; and, (iii) any breach or default by Lessor of its obligations under this Lease, except to the extent that any of the foregoing are caused by Lessee's negligence or willful misconduct.

This Section shall survive the termination or expiration of this Lease.

SECTION 19 CONSTRUCTION LIENS. If any construction lien or other lien or order for the payment of money shall be filed against the Premises or any building(s) or improvements thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished to or for Lessee at Premises, or for or by reason of any change, alteration or addition by Lessee, or the cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within fifteen (15) days after filing of any such lien cause the same to be cancelled or discharged of record by bond or otherwise at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit, or proceeding which may be brought thereon or for the enforcement of such lien or order, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and save harmless Lessor from any claim or damage resulting therefrom. If Lessee fails to perform its obligation under this Section 19, in addition to any other remedies available to Lessor under this Lease or otherwise, Lessor may at its option discharge such lien, in which event Lessee agrees to pay Lessor, as additional rent, a sum equal to the amount of the lien thus discharged by Lessor plus Lessor's attorney's fees, expenses and damages thereby caused Lessor.

SECTION 20 DEFAULT.

(a) Events of Default. Lessee shall be in default hereunder if:

(i) Lessee fails to pay any installment of Rent or any other expense as same becomes due hereunder as herein provided and does not cure such failure within five (5) business days after written notice thereof to Lessee; provided, however, that if Lessee is late more than twice during the Term of this Lease, then no cure period shall be permitted for any successive installment payments or other expense.

(ii) Lessee fails to comply with any term, provision or covenant of this Lease, other than the payment of rental or expenses and does not cure such failure within thirty (30) days after written notice thereof to Lessee; provided that if the default is not susceptible of cure with such period, Lessee shall have such additional time as is reasonably necessary to cure such default so long as it commences the cure within thirty (30) days and diligently prosecutes the cure to completion.

(iii) Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(iv) Lessee files a petition under federal or state bankruptcy laws, or under any similar law or statute of the United States or any state thereof; or Lessee is adjudged bankrupt or insolvent in proceedings filed against Lessee.

(v) A receiver or trustee is appointed for Lessee's business or for all or substantially all of the assets of Lessee.

(vi) Lessee does or permits to be done anything that creates a lien upon the Premises.

- (b) Specified Remedies. In the event of any default by Lessee, Lessor may:
- (i) Apply any security deposit toward the satisfaction and cure of such default;
 - (ii) Cure Lessee's default at Lessee's cost and expense;
 - (iii) Without terminating this Lease, re-enter the Premises and remove all persons and all or any property by any suitable action or proceeding at law, and repossess and enjoy the Premises with all buildings, additions, Alterations and improvements, and Lessor may, at its option, repair, alter, remodel, and/or change the character of the improvements on the Premises as it may deem fit;
 - (iv) At any time re-let the Premises or any part or parts thereof, as the agent of Lessee or in Lessor's own right; and
 - (v) Terminate this Lease upon not less than seven (7) days' written notice to Lessee.

(c) Lessee's Obligations Continuing. The exercise by Lessor of any right granted in this Section shall not relieve Lessee from the obligation to make all rental payments and to fulfill all other covenants required by this Lease at the time and in the manner provided herein, and if Lessor so desires all current and future rent and other monetary obligations due hereunder shall become immediately due and payable. Lessee throughout the remaining Term hereof shall pay Lessor, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Lessor resulting from such default by Lessee over the proceeds, if any, received by Lessor from such re-letting, if any, but Lessor shall have no liability to account to Lessee for any excess. Lessor shall not be required to re-let the Premises nor exercise any other right granted to Lessor hereunder, but Lessor shall use reasonable efforts to mitigate loss as a result of Lessee's default. If Lessor attempts to re-let the Premises, Lessor shall be the reasonable judge as to whether or not a proposed Lessee is suitable and acceptable.

(d) Other Remedies. In the event of a breach by Lessee of any of the covenants or provisions hereof, Lessor shall have, in addition to any other remedies which it may have, the right to invoke any other remedy allowed by law or in equity to enforce Lessor's rights or any of them, as if reentry and other remedies were not herein provided. Lessee hereby waives its rights to redeem in the event that it shall be dispossessed or this Lease terminated by reason of any default on its part.

(e) No Waiver. The failure of Lessor to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be waiver of any rights or remedies that Lessor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained, except as may be expressly waived in writing. The subsequent acceptance of Rent or additional rent, whether full or partial payment, by the Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant, condition of the Lease, other than the failure of the Lessee to pay the particular part of the Rent or additional rent accepted, regardless of the Lessor's knowledge of the preceding breach at the time of the acceptance of that part of the Rent or additional rent.

(f) No Discharge. The maintenance of any action or proceeding to recover possession of the Premises, or any installment or installments of Rent or any other moneys that may be due or become due from Lessee to Lessor, shall not preclude Lessor from thereafter instituting and maintaining subsequent actions or proceeding for the recovery of possession of the Premises or of any other moneys that may be due or become due from Lessee. Any entry or re-entry by Lessor shall not be deemed to absolve or discharge Lessee from liability hereunder.

(g) **Default by Lessor.** Lessee shall provide Lessor with written notice if Lessee believes Lessor is in material default of this Lease. If Lessor fails to cure such material default within 30 days of when written notice is delivered to Lessor, then Lessee shall have the option, at Lessee's sole discretion, to either undertake the expense of curing Lessor's default and deducting such expense from Rent or terminate the Lease with no further obligations hereunder.

SECTION 21 LESSOR'S RIGHT TO INSPECT. Lessee agrees to permit Lessor to enter the Premises after twenty-four (24) hours' notice, except in case of an emergency, to inspect the same and show same to prospective purchasers or mortgagees. Lessee shall have the right to accompany Lessor on premises if students are present. Lessor agrees to comply with all confidentiality laws including but not limited to Family Educational Rights and Privacy Act (FERPA) and indemnifies and holds Lessee harmless for any violation of said laws.

SECTION 22 SURRENDER OF PREMISES. Lessee agrees, at the termination of this Lease, whether by limitation, forfeiture, or otherwise, to quit, surrender, and deliver to Lessor possession of the Premises with all the buildings and improvements thereon (excluding all furniture, furnishings, and unattached equipment therein belonging to and removable by Lessee) free from any liens thereon, in substantially the condition delivered to Lessee at the commencement of this Lease, ordinary wear and tear excepted, all of which shall become and remain the property of Lessor. If Lessee shall default in surrendering the Premises, Lessee's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Lessor, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and such occupancy shall be subject to all the terms, covenants, and conditions of this Lease occurred by such holding over. However, notwithstanding the foregoing, in addition to any other rights or remedies Lessor may have under this Lease, at law or in equity, and without in any manner limiting Lessor's right to demonstrate or collect any damages suffered by Lessor and arising from Lessee's failure to timely surrender possession of the Premises upon the expiration or sooner termination of the term of this Lease, the charge for use and occupancy of such holding over for each month or part thereof (even is such part shall be a small fraction of a month) shall be the product of (a) one-twelfth of the annual Rents payable for the twelve (12) month period immediately preceding such holding over multiplied by (b) 1.5, which amount Lessee shall pay to Lessor promptly upon demand, in full without set-off.

SECTION 23 NO REPRESENTATION. Except as otherwise expressly set forth in this Lease, Lessee acknowledges that Lessor has made no representations with respect to the physical condition of the Premises, the condition of any improvements thereon, or the laws, rules, orders, zoning and building ordinances, regulations and requirements of any authority applicable thereto and Lessee accepts the Premises "as is" in its present condition. Notwithstanding the foregoing, Lessor represents the current use of the Premises is not in violation, to the knowledge of Lessor, of any material laws, rules, orders, zoning and building ordinances, regulations and requirements of any authority applicable thereto.

SECTION 24 NOTICES. Any notice which under the terms of this Lease or by law may or must be given shall be effective only if in writing and given by registered or certified mail, return receipt requested and postage prepaid, or a nationally recognized next business day delivery service, addressed as follows:

LESSOR:

CTK Legacy Properties, LLC
1240 Ethan Ave.
Streetsboro, Ohio 44241
Jbreiding132@gmail.com

LESSEE:

Steel Academy, Inc.
1570 Creighton Ave.
Akron, Ohio 44310

With Copy to:

Critchfield, Critchfield & Johnston, Ltd.
Attn: Amy Demlow
4996 Foote Road
Medina, OH 44256

with a copy to:

Amy Goodson Company, LLC
288 S. Munroe Rd.
Tallmadge, Ohio 44278

demlow@ccj.com

or such other address as each party shall designate by notice to the other party. Any notice under this Lease shall be deemed to have been given three (3) business days after the time it is placed in the registered or certified mail with sufficient postage prepaid, or on the next business day, if sent by overnight courier. Notices may be given by a party's attorneys on behalf of such party.

SECTION 25 ALTERATIONS.

(a) **Consent Required.** Lessee shall not make any change, alteration, installation, addition, or improvement to the Premises (individually, an "***Alteration***", and collectively, "***Alterations***") at any time during the Term, without prior written consent of Lessor, which shall not be unreasonably withheld.

(b) **Plans and Specifications.** Prior to making any Alteration, Lessee shall submit to Lessor three (3) copies of detailed plans and specifications (including drawings for layout, architectural, mechanical, structural, interior design, fixturing and finish work) for each proposed Alteration and shall not commence any such Alteration without first obtaining Lessor's written approval of such plans and specifications. Lessee hereby acknowledges and agrees that Lessor's review of, and Lessor's granting of its approval to, any plans and specifications submitted to it under this Lease shall not constitute or be deemed to constitute a judgment, acknowledgment, representation or agreement by Lessor that such plans and specifications comply with legal requirements or the requirements of any insurance bodies, or that such plans will be approved by the local governmental authorities. All such compliances and approval requirements shall be Lessee's sole obligation.

Lessee shall, before making any Alterations, at its expense, obtain:

(i) All permits approvals and certificates (collectively, the "***Permits***") required by any legal authority and immediately furnished Lessor with copies thereof; and

(ii) Cause Lessee's contractor to obtain (in addition to such insurance is obligated to furnish pursuant to Section 7 above) workers' compensation and disability insurance in statutory limits (covering all persons employed and to be employed by Lessee's contractors and subcontractors), builder's risk insurance covering all physical loss and other risks covered by the usual extended coverage and "all-risk" endorsements, and comprehensive public liability (including property damage coverage), which policies shall be in such form, with such companies, for such periods, in such amounts and naming such parties as Lessor may require. Upon completion of each Alteration, Lessee shall obtain certificates of final approval thereof and shall deliver promptly to Lessor duplicates thereof, together with the "as-built" plans and specification (or marked shop drawings) for such Alterations. Lessee shall promptly cause the Certificate of Occupancy to be amended or replaced as required by alteration approval by Lessor and shall furnish Lessor with a copy thereof. No materials, equipment, or fixtures installed on or about the Premise shall be subject to any liens, encumbrances, chattel mortgages or security interests (as such terms are defined by the laws of the State of Ohio in effect on the date hereof) or any other title retention

or security agreement. All Alterations shall be performed in a good and workmanlike manner and shall be completed by Lessee within a reasonable time after undertaking their performance.

(c) Indemnification. Lessee hereby indemnifies and saves harmless Lessor from and against any liability, loss, cost, damage, and expense of every kind and nature incurred by reason of, or arising out of Lessee's performance of any Alterations, including without limitation, damage to property, claims of third parties, violations issued by any legal authority, any and all mechanic's and other liens, and the liens of any conditional sales, or chattel mortgages, title retention agreements, security agreements or financing statements upon any materials, fixtures, furniture, or equipment installed in and constituting a part of the Premises.

(d) Fixtures. All Alterations and all fixtures (other than Lessee's Property, as hereinafter provided), furnishings, paneling, partitions, railings, and like installations, installed in the Premises at any time, shall upon installation, become the property of Lessor and shall remain upon and be surrendered with the Premises, unless Lessor, by notice to Lessee given at the time Lessor consented to such installations, elects to relinquish Lessor's rights thereto and to have them removed by Lessee, in which event, the same shall be removed from the Premises by Lessee prior to the expiration of the Term at Lessee's expense and Lessee shall repair any damage to the Premises caused by such removal, such repairs to be performed in a good and workmanlike manner, and restore the Premises to its original condition (reasonable wear and tear excepted).

(e) Trade Fixtures. All personal property, furniture, furnishings, moveable equipment, moveable trade fixtures and moveable partitions supplied by or installed by on behalf of Lessee, at Lessee's sole cost and expense and without any cost or expense by, or contribution from Lessor (collectively, the "*Lessee's Property*") prior to and during the Term, shall remain the property of Lessee and Lessee shall, upon the expiration of the Term remove Lessee's Property from the Premises but only to the extent that Lessee's Property (or any portion thereof) is not affixed or attached to, or built into the Premises; and provided, however, that Lessee shall repair any damage to the Premises caused by such removal, in a good and workmanlike manner, and shall restore the Premises to original condition (reasonable wear and tear excepted). Any of the Lessee's Property not so removed by Lessee at or prior to the expiration of the Term, shall be deemed abandoned and may, at the election of Lessor, either be retained by Lessor as Lessor's property or may be removed from the Premises and stored or disposed of by Lessor, all at Lessee's sole risk and expense.

SECTION 26 BROKERAGE. Lessee hereby represents and warrants to the Lessor that Lessee has not dealt with any broker or other person in connection with this Lease. The execution and delivery of this Lease by Lessor shall be conclusive evidence that Lessor has relied upon the foregoing representation and warranty. Lessee shall indemnify and hold Lessor harmless from and against any and all claims for commission fee, or other compensation by any person who shall claim to have dealt with Lessee in connection with this Lease and for any and all costs incurred by Lessor in connection with such claims, including, without limitation, reasonable attorneys' fees, and disbursements.

SECTION 27 LATE CHARGES. If Lessee fails to pay to Lessor when due any installment of rental or other sum to be paid to Lessor which may become due hereunder, Lessor will incur additional expenses in an amount not readily ascertainable and which has not been elsewhere provided for between Lessor and Lessee. If Lessee fails to pay to Lessor when due any installment of rental or other sum to be paid hereunder and fails to cure such default within five (5) business days after notice from Lessor, Lessee will pay Lessor on demand a late charge of five percent (5%) thereof provided, however, that if Lessee is late more than twice during the Term of this Lease, then no cure period shall be permitted for any successive installment payments or other expense and the late charge shall be immediately applicable after the due date. Failure to pay such late charge upon demand therefor shall be an event of default hereunder. In addition to such

late charge, any overdue balance owing Lessor by Lessee shall bear interest at the lesser of 12% per annum or highest annual rate allowable by law. Provision for such late charge and interest shall be in addition to all other rights and remedies available to Lessor hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Lessor's remedies in any manner.

SECTION 28 DISPUTE RESOLUTION. In the event of a dispute under this Lease, the parties shall meet promptly upon the request of one party in an attempt to reach an amicable resolution of the matter. If a resolution cannot be reached, the parties agree that any dispute arising out of or related to this Lease shall be decided in the Common Pleas Court of Summit County, Ohio, and the parties expressly consent to jurisdiction and venue of such courts.

SECTION 29 MISCELLANEOUS PROVISIONS.

(a) Entire Lease. This Lease contains the entire agreement of the parties and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties.

(b) Captions. The captions contained in this Lease are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation, construction, or meanings of the provisions of this Lease to which they relate.

(c) Provisions Severable. This Lease shall be governed by and constructed in accordance with the laws of the State of Ohio. If any provisions of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision or any portion thereof shall be enforceable to the fullest extent permitted by law.

(d) Relationship of Parties. Nothing contained in this Lease shall be constructed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Lease.

(e) Waste. Lessee covenants that it will not create or maintain or allow others to create or maintained any nuisance on the Premises nor commit waste to the Premises.

(f) Successors. Subject to the provisions of this Lease, the covenants, conditions, and agreements contained herein shall bind and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns.

(g) Interpretation. Lessor and Lessee understand, agree, and acknowledge that this Lease has been freely negotiated by both parties; and that, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

(h) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same instrument. A facsimile, telecopy, PDF, or other reproduction of this Lease may be executed by one or more parties hereto, and an executed copy of this Lease may be delivered by one or more parties by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

(i) Guaranty. To induce Lessor to consent to this Lease, it is agreed that, as of the Execution Date, the guaranty of this Lease ("**Guaranty**"), attached hereto as Exhibit C and made a part hereof, shall be executed by the Lessee's management company Educational Empowerment Group, LLC and EEG Steel, LLC for the full and complete payment and performance by Lessee. In the event that Lessee changes management company, Lessee shall be obligated to get the new management company (and its parent company, if applicable) to execute a Guaranty with substantially the same terms as Exhibit C.

Remainder of page intentionally left blank.

[Lessor's Signature Page to Lease Agreement]

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

CTK Legacy Properties, LLC

By: *Joseph Breiding*
Name: *Joseph Breiding*
Title: *Manager*

State of *Ohio*
County of *Portage*

The foregoing instrument was acknowledged before me this *3rd* day of *March*, 2021, by *Joseph Breiding*, *Manager* of CTK Legacy Properties, LLC, an Ohio limited liability company, on behalf of the company.

Kevin J Zwick
Notary Public



KEVIN J ZWICK
Notary Public
State of Ohio
My Comm. Expires
October 31, 2021

[Lessee's Signature Page to Lease Agreement]

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

Steel Academy, Inc.

By: *Neesa Banks Matthews*
Name: NEESA BANKS-MATTHEWS
Title: BOARD PRESIDENT

State of OHIO
County of Summit

The foregoing instrument was acknowledged before me this 3rd day of March, 2021, by Neesa Banks Matthews, Board President of Steel Academy, Inc. an Ohio corporation, on behalf of the company.



KEVIN J ZWICK
Notary Public
State of Ohio
My Comm. Expires
October 31, 2021

Kevin J Zwick
Notary Public

Exhibit A Description of Premises

1. The Premises shall consist of the building depicted and identified on the diagram below. The Premises shall not include the church, rectory, garage, or the athletic and recreational field (“*Field*”). Although not included as part of the premises, Lessee shall have a nonexclusive license to the driveways for ingress and egress and the parking lots adjacent to the Premises. See the diagram below for a depiction of the Real Property. The diagram is meant as a general guide and does not specifically detail each of the areas described.

2. During the Term, the Lessor may grant (and revoke) Lessee access to the Field from time to time, in its sole discretion. In such event the Field will be considered part of the Premises and shall be governed by the same terms and conditions contained in this Lease. Lessee shall not be responsible for the upkeep, including mowing, of the Field.



<u>Key</u>	
Black	= Premises
Yellow	= North Parking Lot
Purple	= South Parking Lot
Orange	= Church (not part of Premises)
Blue	= Field
Red	= Garage and Rectory (not part of Premises)

Exhibit B
Base Rent

Time Period	Monthly Base Rent
Effective Date to June 30, 2021	\$10,593.56
July 1, 2021 to June 30, 2022	\$10,911.16
July 1, 2022 to June 30, 2023	\$11,238.50
July 1, 2023 to June 30, 2024	\$11,575.66
July 1, 2024 to June 30, 2025	\$11,922.93
July 1, 2025 to June 30, 2026	\$12,280.62
July 1, 2026 to June 30, 2027	\$12,649.04
July 1, 2027 to June 30, 2028	\$13,028.51
July 1, 2028 to June 30, 2029	\$13,419.36
July 1, 2029 to June 30, 2030	\$13,821.94

Exhibit C

Lease Guaranty

In consideration of and as an inducement to **CTK Legacy Properties, LLC** ("*Lessor*") entering into the Lease with **Steel Academy, Inc.** ("*Lessee*"), for that certain premises more particularly identified in the Lease, **The Educational Empowerment Group, LLC** and **EEG Steel, LLC** (collectively "*Guarantor*") hereby jointly and severally guarantees the full and complete payment and performance of Lessee, its successors and assigns of all obligations, covenants and conditions thereunder. This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance and not a guaranty of collection. Guarantor further waives any further requirement of notice of and hereby consents to any change, modification, amendment or extension hereafter agreed to by Lessor, its successors and assigns and Lessee, its successors and assigns of said Lease or any part thereof. Guarantor further agrees that Lessor shall have the right, but not the obligation, to enforce its rights under said Lease against the undersigned in a court of competent jurisdiction, before, concurrently with, or after Lessor may attempt to enforce its rights against Lessee, its successors and assigns in a court of competent jurisdiction.

Notwithstanding the foregoing, if either Guarantor (or any affiliated companies) cease to act as the management company for Lessee, the Guarantor will be released from all performance and liability occurring after the date that Guarantor gives notice of such termination to Lessor ("*Termination Date*"). However, Guarantor will remain liable for all performance and liabilities that accrued prior to the Termination Date.

This Guaranty shall be binding upon the undersigned and their respective heirs, executors, personal representatives, successors and assigns. The defined terms used herein shall have the same meanings as set forth in the Lease. If any provision of this Guaranty is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty. This Guaranty shall be governed by and construed in accordance with the laws of the State of Ohio, with exclusive jurisdiction and venue in Summit County.

[Signature Page Follows]

[Signature Page]
March 3rd

The Guarantor has executed this Guaranty as of ~~February~~ March 3rd, 2021.

The Educational Empowerment Group, LLC

By: Wendy Rydarowicz
Name: Wendy Rydarowicz
Title: CEO

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this 3rd day of March, 2021 by Wendy Rydarowicz of The Educational Empowerment Group, LLC an Ohio limited liability company, on behalf of the company.

Jenna Yusten
Notary Public

EEG Steel, LLC
By: Wendy Rydarowicz
Name: Wendy Rydarowicz
Title: CEO

State of Ohio
County of Medina

The foregoing instrument was acknowledged before me this 3rd day of March, 2021, by Wendy Rydarowicz of EEG Steel, LLC, an Ohio limited liability company, on behalf of the company.

Jenna Yusten
Notary Public



JENNA YUSTEN
Notary Public, State of Ohio
My Commission Expires
February 17, 2026



JENNA YUSTEN
Notary Public, State of Ohio
My Commission Expires
February 17, 2026

Exhibit D Restrictive Covenants

EXHIBIT A

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that THE MOST REVEREND EDWARD C. MALESIC, BISHOP OF THE DIOCESE OF CLEVELAND, ("Grantor"), for valuable consideration paid, with limited warranty covenants, hereby grants to CTK LEGACY PROPERTIES, LLC ("Grantee"), whose tax-mailing address is 1240 Ethian Ave., Streetsboro, OH 44241 that real property commonly located at 1584 Creighton Ave, Akron, OH 44310, County of Summit, as more particularly described in Exhibit A annexed hereto and made a part hereof.

Permanent Parcel Nos.: 6750849 and 6708152

Prior Instrument Reference:

And the Grantor, with limited warranty covenants, does for its successors and assigns, covenant with the Grantee, its successors and assigns, that until the ensembling of these presents, the premises was free and clear of all liens and encumbrances whatsoever save and except: taxes and assessments not yet due and payable, easements, conditions and other restrictions of record, items that would be shown on an accurate survey of the property and zoning and building ordinances, and that it will warrant and defend said real property unto the said Grantee, its successors and assigns forever, against all lawful claims and demands of persons claiming by, through or under the Grantor herein, but against none other.

The Property conveyed by this Deed is conveyed to Grantee subject to the following restrictive covenants (the "Restrictive Covenants"), which Grantee accepts by his/her/its acceptance of this Deed. Specifically, Grantee shall not use or permit the Property to be used for the following uses or purposes:

- Abortion clinic or for abortion counseling;
- Advocacy for abortion, euthanasia, or the use of embryonic stem cells;
- Use in any way connected with the operation of an embryonic stem cell research facility or services implementing embryonic stem cell research;
- Use in any way connected or in any way related to pornography or to pornographic or adult oriented products, materials, displays, productions, or services of any kind or manner, including but not limited to use as a massage parlor or a so called "gentlemen's club" or striptease club;
- Simulation of any Catholic sacrament or mass or the attempted administration of any Catholic Sacrament by anyone not authorized to do so pursuant to Canon Law of the Roman Catholic Church or any other teachings or laws of the Roman Catholic Church set forth by the Magisterium of the Roman Catholic Church, as determined solely by the diocesan Bishop of Cleveland of the Roman Catholic Diocese of Cleveland.
- Any other use that directly violates the consistent ethical and moral teachings of the Magisterium of the Roman Catholic Church, as determined solely by the diocesan Bishop of the Roman Catholic Diocese of Cleveland, or which is a detriment to the good of the souls of the faithful, as determined solely by the diocesan Bishop of the Roman Catholic Diocese of Cleveland.

The Restrictive Covenants shall remain in effect in perpetuity, shall run with the land, shall be binding upon Grantee and Grantee's heirs, personal representatives, successors and assigns and shall inure to the benefit of and be enforceable by actions at law or in equity by Grantor or Grantor's successors in title or interest, whether in whole or in part. For purposes of this Deed and the Restrictive Covenants, the term