

## RESOLUTION FOR CONTRACT AMENDMENT

This resolution is entered into on this 28<sup>th</sup> day of January 2019 by and between St. Aloysius, the Sponsor and the Governing Board of **Lake Erie International High School** and hereby amends the contract for the community school.

WHEREAS, the parties entered into a community school contract on 6/30/18.

WHEREAS, it is necessary to make amendments to the contract in order to comply with recent statutory amendments and requirements of the sponsor evaluation.

THEREFORE, for and in consideration of the covenants and obligations contained herein and in the contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1) Section 1.4 Sponsor of the Contract shall be revised to add as a new subparagraph: "(i) The Sponsor will oversee community school closure."
- 2) Section 3.10 Attendance Policy of the Contract shall be revised to replace the first sentence with the following: "The School Governing Authority must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student."
- 3) Section 6.6 High School Diplomas of the Contract shall be revised to add the following sentence: "Within ten (10) days of any graduation, the School shall provide electronically to the Sponsor a list of all graduates and copies of each graduate's diploma and transcripts."
- 4) Section 11.8 Non-renewal of this Charter shall be revised to include the following language at the beginning of paragraph (a) as follows: "(a) After the high-stakes review,"
- 5) Section 11.17 Changes or Modifications shall be revised as follows: "This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the School and be based on best practices provided by NACSA with a commitment to growth and progress. Notifications required by this Charter shall not be considered changes or modifications of this Charter."


The aforementioned amendments to the Contract will be effective immediately. The Governing Authority authorizes the Sponsor to make all revisions listed above to the Contract and submit to the Ohio Department Education.

Except as modified by this resolution, all other terms and conditions of the Contract shall remain in full force and effect.

### **GOVERNING AUTHORITY OF**

Lake Erie International High School

By:   
Governing Authority President

DATE: 1-28-19  


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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 11650 Detroit Avenue, Cleveland, Ohio 44102 (“**School**”) in CUYAHOGA County, Ohio; and

WHEREAS, the **School** is located in the CLEVELAND METROPOLITAN SCHOOL DISTRICT; and

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

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

## ARTICLE I

### Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and charter for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.
  
- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School**’s status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

- 1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as Attachment 1.3 are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation in the 2018-2019 school year and later, no later than December 31, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS the **Sponsor** within ten (10) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

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

**Authority** or any of its members abandon or be in material breach of its duties hereunder or at law, if the conditions are not remedied to the satisfaction of the **Sponsor**. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

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

## ARTICLE II

### School Governing Authority

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

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future



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

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

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

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

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the Sponsor, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion.

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

if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

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

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

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

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

- (a) Opening Assurances site visits at least ten (10) days prior to the first day of school for student instruction and compliance site visits at least two (2) times per year and at times thereafter as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain

documentation of all verification of compliance in a compliance binder which shall be readily accessible at all times.

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

Treasurers and the **School Governing Authority** will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. If the **Sponsor** does not receive the correct data within a reasonable amount of time under the circumstances, the **School**

**Governing Authority** will be notified and provided the opportunity to submit a corrective action plan to address the issue. If the correct data is still not provided, the School Governing Authority may be placed on probation under section 11.8 of this Charter until all required information is received; and

- (c) Signature on this document shall be evidence of granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) Sponsor representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions, to the extent it does not violate the attorney-client privilege and unless explicitly excused by the School Governing Authority so that the Sponsor may be discussed. When any Sponsor representative is included in an executive session, he/she will abide by all applicable confidentiality rules.
- (f) The **School Governing Authority** shall have a post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

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

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

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

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school, and all persons contracted by the School's

operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

### **ARTICLE III**

#### **Operations**

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

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

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the School's independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator.

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



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

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

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

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

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

also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

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

If the number of applicants meeting admission criteria exceeds the capacity of the School’s programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and to students who reside in the district in which the School is located. Preference may also be given to eligible siblings of such students attending the School the previous year and children of full-time staff members employed by the School, provided the total number of children of

staff members receiving this preference is less than five percent of the School's total enrollment. The lottery may be conducted by the Sponsor.

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:
  - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
  - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
  - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on their local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance.

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

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

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection and comply with rule and law applicable to truancy and excessive absences. The School's attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the Sponsor to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

- 3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services.
- 3.12 **Students with Disabilities.** **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in Attachment 3.12.
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated, or replace the entire **School Governing Authority** or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).
- 3.15 **Residency Policy.** The **School Governing Authority** must adopt a Residency Policy.

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

## **ARTICLE IV**

### **Compliance With Laws**

- 4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children

fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 311.29 (Authority for the county sheriff to contract with a community school for police services), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.07 (Requirement to report financial information to the State Board in the same manner as school districts), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time spent on assessments), 3301.52 to 3301.59 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium provided), 3302.13 (Reading achievement improvement plan requirements), 3302.16 to 3302.18 (Authority for establishment of community learning centers at schools), 3302.20 (Financial reporting requirements), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.602 (Veteran’s Day Observance), 3313.605 (Community service education program), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6021 and 3313.6023 (Requirements to provide instruction in CPR and use of AED), 3313.6111 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Requirements



related to care of students with diabetes), 3313.7113 (Procurement of inhalers for board), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.101 (Suspension of employee pending criminal action), 3314.103 (Termination of contract prior to termination of annual session), 3314.18 (Breakfast and lunch programs – summer extension), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3314.402 (Application of collective bargaining agreement), 3314.403 (False report of employee misconduct prohibited), 3314.44 (Collection and transmittal of school records after closing), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3323.19 (Comprehensive eye examination), 3327.01, 3327.02 and 3327.09 (Student Transportation), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.31 (Rules for determining student residency), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Notice of expulsion of student), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3323 (Special Education), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights

Commission), 4117 (Collective Bargaining Law), 4123 (Workers' Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

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

The **School** shall comply with R.C. 3313.614 (Testing requirements for fulfilling curriculum requirement for diploma), and with R.C. 3313.61 (Diploma or honors diploma) and 3313.611 (Standards for awarding high school credit equivalent to credit for completion of high school academic and vocational education courses) except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum adopted by the governing authority of the community school rather than the curriculum specified in R.C. Title XXXIII or any rules of the state board of education. Beginning with students who enter the ninth grade for the first time on or after July 1, 2010, the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C), unless the person qualifies under R.C. 3313.603(D) or (F). Each **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the State Board of Education under R.C. 3313.603(J).

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

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

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

## ARTICLE V

### Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at 11650 Detroit Avenue Cleveland, OH 44102. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this charter as Attachment 5.1(a). If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing.

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

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

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

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

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

## **ARTICLE VI**

### **Educational Program**

- 6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 9-12 and ages 14-22. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the School Governing Authority desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The Sponsor shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
- 6.1.1 At the time of opening assurances, the Sponsor shall review the number of students enrolled, the financial and organizational position of the School and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the Sponsor determines that the number of students enrolled and the financial and operational position of the School are not sufficient for the School to remain open for the entire school year, the School may not be permitted to open.
- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.

6.3 **Curriculum.** For purposes of this Charter, in Attachment 6.3, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into Attachment 6.3. Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to the Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. Attachment 6.3 encompasses a description of the learning opportunities that will be offered to students including both class-room based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). Attachment 6.3 shall also include an explanation of how the educational program will be implemented within the School's facility.

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

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

6.4 **Accountability Standards.** The **School's** academic and non-academic goal(s) shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a School enters into sponsorship with St. Aloysius, the School shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by October 15<sup>th</sup>. The School and School Governing Authority are subject to interventions as detailed in the accountability Attachment 6.4b.



6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30<sup>th</sup> of each school year. In addition to the required testing, the **School** must assess and keep benchmarks related to interim progress if required by the Ohio Department of Education. The School must report the benchmarks required by ODE to the Sponsor. All assessments required by the Sponsor are identified in Attachment 6.5. The School and School Governing Authority shall comply with all applicable provisions of ESSA.

6.6 **High School Diplomas.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.614, 3313.615, 3313.618, 3301.0710, 3301.0711, and 3301.0712 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other School Governing Authority requirements to the **Sponsor**.

## **ARTICLE VII**

### **Reporting**

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

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

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

## **ARTICLE VIII**

### **Employees**

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

- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with: 1) proof of Ohio licensure/certification in represented field, 2) sufficient number to support the stated student ratio, and 3) credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator.

- 8.1.2 Each classroom teacher initially hired by the **School** on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- 8.1.3 Beginning with the 2015-2016 school year, if the School is ranked in the lowest ten percent of all public school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination under R.C. 3319.58(C).
- 8.2 **Staff Evaluation.** Each school must use the OTES and OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by the Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A School Governing Authority member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.
- 8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in **Attachment 8.3.**
- 8.4 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits as set out in **Attachment 8.4.** In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes **Attachment 8.4** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The School shall establish and/or update an employee handbook prior to the first day of school each year.
- 8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that

result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

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

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

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

## ARTICLE IX

### Finance

- 9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The Sponsor shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the School Governing Authority, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.
- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved.

Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

- 9.2.2 The School Governing Authority must maintain funds equal to three (3) months of treasurer fees in the event the School closes.
- 9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as Attachment 9.4. Each year, the **School Governing Authority**, with the assistance of the School's designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law. If the operator does not comply with the request of the **School Governing Authority**, the **School Governing Authority** shall notify the Sponsor immediately.
- 9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**.
- 9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School Governing Authority** agrees to sign documentation necessary to accomplish the same. Payments may also be made as a monthly automatic transfer from the state support payment as allowable. Failure to pay the required payment to the **Sponsor** for oversight by the 30<sup>th</sup> of every month, may result in the **Sponsor** placing the

**School** on probation, suspension or termination as prescribed in sections 11.8 thru 11.10 of this Charter.

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

## **ARTICLE X**

### **Insurance/Indemnification**

- 10.1 **Liability Insurance**. Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders**. The **School Governing Authority** shall also maintain directors and officer's liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.
- 10.2 **Indemnification**. The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
  - (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;

- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; and
- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

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

## **ARTICLE XI**

### **General Provisions**

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

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

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127<sup>th</sup> General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or **Sponsor's designee** has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the **Sponsor's designee** access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the **School** closes, the chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the



Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Charter shall be for a term of six (6) years commencing on July 1, 2018 and will automatically renew for one (1) year terms through June 30, 2024 due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the 2023-2024 school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** as outlined in 11.6.

11.6 **Contract Performance Measures.** Each school will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new school, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the Sponsor from evaluating and closing the School for non-performance under these measures.

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

(b) If the school receives Meets or Exceeds rating in at least one (1) applicable report card component for the most recent school year or meets the criteria in (x) below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed three (3) years.

(c) If the school receives a Meets or Exceeds rating in multiple report card measures for the most recent school year or meets the criteria in (x) below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed five (5) years.

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

- (a) The School's academic performance as measured by:
- i) The school report card High School Test Passage Rate; and
  - ii) The school report card Progress component grade collected from NWEA MAP test and value-added data; and
  - iii) The school report card Gap Closing rating; and

- iv) The school report card Prepared for Success indicators (if applicable); and
  - v) The school report card Graduation combined of five component rating; and
  - vi) Evidence that career advising policy and student success plan is in place and implemented with fidelity; and
  - vii) Student attendance; and
  - viii) Student performance on other valid and reliable assessments; and
  - ix) Adherence to accountability standards as detailed in Attachment 6.4b; and
  - x) An overall report card rating that is greater than or equal to three of the five comparison group schools, consisting of drop out recovery schools with similar student demographics in the state of Ohio:
    - a. Old Brook High School
    - b. George V. Voinovich Reclamation Academy
    - c. Regent High School
    - d. Towpath Trail
    - e. Frederick Douglass Reclamation Academy; and
  - xi) Evidence of the School's capacity to improve demonstrated by the following:
    - a. Strong leadership; and
    - b. Research based curriculum and instructional tools and resources; and
    - c. Professional development support for staff including coaching and mentoring; and
    - d. Multi-tiered intervention and prevention model to support at-risk learners; and
    - e. Evidence of a school improvement plan and process that includes the 5-step OIP model
- (b) The School's financial viability; and
  - (c) The School's operational performance.

11.7 **Non-renewal of this Charter.**

- (a) The **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
  - (i) Failure to meet student performance requirements stated in this Charter;
  - (ii) Failure to meet generally accepted standards fiscal management;

- (iii) Violation of any provision of this Charter or applicable state or federal law;
- (iv) Other good cause.

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

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

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

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

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause or if funding to the School Governing Authority should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

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

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

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

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

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

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

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

- 11.11 **Compliance with Requests of Sponsor**. The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.
- 11.12 **Headings**. Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.13 **Assignments**. This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.14 **Notice**. Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any board member.  
  
Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.
- 11.15 **Severability**. Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.16 **Changes or Modifications**. This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in

writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

- 11.17 **Changes in Rule or Law.** The **School, Sponsor and School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.
- 11.18 **Access to Records.** The **School and Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Rights and Privacy Act (“FERPA”) and 34 *CFR* Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to Sponsor personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the Sponsor is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor’s** employees Full and Complete Access as defined hereinafter to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Ohio Department of Education or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

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

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

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

Executed this 10 day of June, 2018 in Cincinnati, Ohio.

**St. Aloysius**

**School Governing Authority of**

Lake Erie International High School

By: [Signature]  
(Name)

By: Terry Walker  
(Name)

Its: Executive Director  
(Title)

Its: Board President  
(Title)

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

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



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

**Receipt**

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

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

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1293139

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

**LAKE ERIE INTERNATIONAL HIGH SCHOOL**

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

Document(s)  
**AMENDMENT TO ARTICLES**

Document No(s):  
**201223401105**



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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 17th day of August, A.D.  
2012.

Ohio Secretary of State



Articles of Incorporation



Form 541 Prescribed by:  
**JON HUSTED**  
Ohio Secretary of State

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

Mail this form to one of the following:

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

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

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

2012 AUG 17 AM 10:51

Check the appropriate box:

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

Complete the following information:

Name of Corporation THE LIFE SKILLS CENTER OF LAKE ERIE

Charter Number 129 3139

Check one box below:

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

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

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

**Required**

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

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

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

The Life Skills Center of Lake Erie

Signature

*Deanne Hart*

By (if applicable)

April Hart

Print Name

Signature

By (if applicable)

Print Name

## BOARD OPERATING PROCEDURES

### 2014-15 AMENDED CODE OF REGULATIONS

#### ARTICLE I

#### GENERAL

##### Section 1. Corporation.

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

##### Section 2. Operation, Objectives, and Guiding Principles.

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

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

Notwithstanding any other provision of this Code of Regulations:

- (1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
- (2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
- (3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
- (4) Notwithstanding any other provision of this Code of Regulations, none of the Directors shall have any past or current affiliation with any management company engaged by the Board to manage its affairs; and
- (5) No loans shall be made by the Corporation to its directors or officers.

##### Section 3. Location.

The Corporation's headquarters shall be located and maintained in Ohio and the County in which the school is located.

**Section 4. Property.**

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

**ARTICLE II**  
**DIRECTORS**

**Section 1. Number of Directors.** The Corporation shall have a minimum of a five (5) member Board of Directors; three (3) of whom shall be elected each year to hold office in accordance with Section 2 below. The maximum number of board members shall be nine (9).

**Section 2. Term of Office.** The five (5) Directors shall hold office for a period of three years, or until such time as they die, resign, or their term expires.

**Section 3. Qualifications.** Board members shall be recommended by Board's Nominating Committee or another Board member. Selection shall be subject to Board Vote, background checks and state approval. Notwithstanding anything to the contrary herein, none of the members of the Board of Directors governing the Corporation shall have any past or current affiliation with its current Management Company, any of its affiliates or any successor Management Company.

At least one-third (1/3) of current Directors must have significant ties to the community in which the School is situated. The remaining Directors shall demonstrate an interest in the area of education, pass appropriate background checks.

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

**Section 5. Resignation, Removal, Leave of Absence.**

Resignation from the board must be in writing and received by the Secretary. A board member shall be terminated from the board due to excess absences, more than three (3) unexcused absences from board meetings in a year, shall give cause and consideration for termination.

**Leave of Absence-** Any Directors may request of the Board of Directors, a leave of absence from duties as a trustee for personal and/or business reasons for a time not to exceed one year. During a leave of absence, that position on the Board is held open for the person who is on leave. A leave of absence is not renewable and a Director may not have more than one such leave in any five-year term. A Director on leave may terminate that leave at any time and become an

active trustee. If a leave extends the full length of time as approved, the Secretary of the Board shall give notice that the leave has expired. Any Director who is on leave is not counted when calculating a quorum. A Trustee may be removed by a majority vote at the discretion of the Board of Directors.

### **ARTICLE III** **MEETINGS, POWERS AND COMPENSATION OF DIRECTORS**

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

Section 2. Other Powers. Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- (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.

Section 3. Meetings of the Board.

- (a) Meetings of the Board of Directors shall be held at least six (6) times a year pursuant to the Ohio Revised Code and at such other time as is directed by the Board of Directors.
- (b) Special meetings of the Board can be held at any time upon the call of the Board President or any Trustee. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

(c) Written notice of any special meeting of the Board of Directors shall be mailed or delivered personally to each Trustee, at least three days before the day on which the meeting is to be held. Every such notice should state the time and place of the meeting.

(d) For the purpose of legal counsel, the Board can hold a meeting for emergency purposes, without notice. Notice however, shall be given to all Directors of any meeting being called for the purpose of legal advice.

(e) Annual Meetings of the Board of Directors for the election of officers and for the transaction of any other business which may properly come before the meeting shall be held at such time and place, within or without the State of Ohio, as may be designated from time to time by the Board of Directors.

(f) All meetings of the Board shall be held at such place within or without the State of Ohio, as the Board of Directors may determine.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, provided that whenever less than a quorum is present at the time and place appointed for any meeting of the Board, a majority of those present may adjourn the meeting from time to time, without notice other than by announcement of the adjourned meeting, until a quorum shall be present.

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

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

#### **ARTICLE IV OFFICERS**

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

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

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

## ARTICLE V DUTIES OF OFFICERS

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

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

Section 3. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. He/She shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. Any necessary budgets required by law pay vendors and bills as requested by way of board resolution and make financial information available to board members and the public as further defined in paragraph 4 below.

Section 4. Board Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer may be an employee or independent contractor hired by the Board and shall also serve as an *Ex-Officio Board Member* but shall not carry voting rights. 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. He shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. He/She shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public

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

#### **ARTICLE VI SEAL**

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

#### **ARTICLE VII COMMITTEES**

##### **Section 1. Standing or Special Committees:**

The Board shall have standing or special committees of not more than two (2) Directors, or a quorum if more than five (5) Directors are elected, to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by



the President from among its members. Committee members shall be appointed by the President.

Section 2. Finance Committee:

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

**ARTICLE VIII NONDISCRIMINATORY POLICY**

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

**ARTICLE IX BOARD POLICIES**

Section 1. 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 of other interested person.

Section 2. TRAVEL POLICY, INVESTMENT POLICY, FIXED ASSET POLICY,

Section 3. CREDIT CARD POLICY [REPEALED 2012]

The Corporation shall adopt and update the above-noted policies as needed to protect the Corporation's Interest.

## **ARTICLE X INDEMNIFICATION**

### **Section 1. Indemnification.**

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

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

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

### **Section 2. Insurance.**

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

## **ARTICLE XI AMENDMENTS**

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

## **ARTICLE XII DISSOLUTION**

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

## **ARTICLE XIII MISCELLANEOUS**

### **Section 1. Fiscal Year.**

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

### **Section 2. Audit.**

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

### **Section 3. Spending Authority.**

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

### **Section 4. Staff, Board Consultants and Independent Contractors.**

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

LAKE ERIE INTERNATIONAL HIGH SCHOOL

100 BOARD OPERATING PROCEDURES

CODE OF REGULATIONS

ARTICLE I.  
GENERAL

Section 1. Corporation.

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

Section 2. Operation, Objectives, and Guiding Principles.

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

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

Notwithstanding any other provision of this Code of Regulations:

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

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

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

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

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

Section 3.      Location.

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

Section 4.      Property.

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

ARTICLE II.  
DIRECTORS

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

Section 2.      Term of Office. The five (5) Directors shall hold office for a period of three years, or until such time as they die, resign, or their term expires.

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

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

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

## ARTICLE III.

### MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

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

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

#### Section 3. Meetings of the Board.

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

#### Section 4. Compensation-Board Stipend Policy .

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

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

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

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

#### ARTICLE IV. OFFICERS

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

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

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

#### ARTICLE V. DUTIES OF OFFICERS

Section 1. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He or She shall preside at all meetings of the Board of Directors. He or She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature; and shall have all the powers and duties prescribed by the General Corporation Act. President shall further have the power to appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual

performance evaluation; recruit new board members; to appoint individuals to act as spokesperson, or representatives for the organization; periodically consult with board members on their roles and help them assess their performance; to act as a representative and contact person for the board in pending legal matters and such other duties as from time to time may be assigned to him/her by the Board of Directors.

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

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

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

Section 4. Board Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall serve as an Ex-Officio board member but shall not carry and voting rights. The Fiscal Officer may be an employee or independent contractor hired by the Board. Fiscal Officer shall have general supervision of all finances; He or She shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. He shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. He or She shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and He or She shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board



showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public

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

## ARTICLE VI. SEAL

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

## ARTICLE VII. COMMITTEES

### Section 1. Standing or Special Committees:

The Board shall have standing or special committees of not more than two (2) Directors, or a quorum if more than five (5) Directors are elected, to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

### Section 2. Finance Committee:

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

### Section 3. Nominating Committee:

The Nominating Committee shall be responsible for the identification of future Directors who are elected to serve the Board. Duties: The Nominating Committee will identify, recruit, and nominate persons to serve as members and officers of the board; Secure background checks and legal consents needed secure legal approval of the individual; Work with the staff to prepare the ballot, and send it to the Board of Directors at least two months prior to the scheduled election; Ensure the ballot is sent to the members at least one

month in advance of the scheduled election; Consider candidate attributes, such as professional experience, leadership experience, and diversity (cultural, practice, and geographic), to maximize the Board's effectiveness in serving the needs of all members; and, Present a suitable candidate(s) for appointment by the Board to fill a vacancy if requested.

ARTICLE VIII.  
NONDISCRIMINATORY POLICY

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

ARTICLE IX.  
CONFLICT OF INTEREST

Section 1. CONFLICTS OF INTEREST POLICY AND DISCLOSURE STATEMENTS

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

ARTICLE X.  
INDEMNIFICATION

Section 1. Indemnification.

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

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

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

Section 2. Insurance.

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

ARTICLE XI.  
AMENDMENTS

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

ARTICLE XII.  
DISSOLUTION

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

ARTICLE XIII  
MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

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

Section 4. Staff, Board Consultants and Independent Contractors.

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

## **100 BOARD OPERATING PROCEDURES**

### **102 CODE OF ETHICS / CONFLICT OF INTEREST POLICY**

This Code of Ethics (the "Code of Ethics") has been unanimously adopted by the Board of Directors of the School (the "Non-Profit" and is intended to apply to the Corporation's directors, officers and employees.

#### **I. PURPOSE OF CODE OF ETHICS**

The purpose of this Code of Ethics is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest between personal and professional relationships; (ii) full, fair, accurate, timely and understandable disclosure in periodic reports required to be filed by the Corporation; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations of this Code of Ethics; and, (v) accountability for adherence to this Code of Ethics. This Code of Ethics is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

#### **II. CONFLICT OF INTEREST POLICY**

##### **1. Definitions.**

**Interested Person.** Any director, officer, or employee of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- (a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- (b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as loans, gifts or favors that are substantial in nature. Without limiting the generality of the foregoing, the receipt of gifts during any twelve-month period having a value or cost of \$25 or more in the aggregate shall be considered substantial in nature. financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

##### **2. Procedures**

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a vote of seventy-five percent (75%) of the votes entitled to vote, whether the disclosure shows that a conflict of interest exists or can be reasonably construed to exist.

(c) Procedures for Addressing the Conflict of Interest.

(i) An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(ii) The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(iii) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iv) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflict of Interest Policy.

(i) If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.

(ii) If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.

(e) Prohibited Conflicts of Interest. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:

(i) No person who is an officer or employee of a for-profit education management organization having a business relationship with the Corporation shall be a director of the Corporation during such relationship.

(ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

### 3. Records of Proceedings.

The minutes of the board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

### 4. Compensation.

(a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

### 5. Statements of Understanding.

Each director, officer and employee shall at the time of election, appointment or employment, and every anniversary thereof, sign a statement which affirms that such person:

- (a) has received a copy of this Code of Ethics,
- (b) has read and understands this Code of Ethics,
- (c) has agreed to comply with this Code of Ethics, and
- (d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not For-Profit

Corporation Law, the Corporation's Charter, the Corporation's Bylaws and all other laws, rules and regulations applicable to the Corporation's purposes and business.

Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful.

The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment.

Directors, officers and employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.
- (c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.



## 113 BOARD STIPEND POLICY

Whereas the Board of Directors shall set Board stipends as follows:

\$125 for general meetings; \$125 for committee meetings; \$60 for sponsor approved board trainings under 3 hours; \$125 for sponsor approved board trainings over three hours.

Committee meetings shall consist of less than a quorum of board members. Committee meetings consisting of a quorum of board directors shall be properly noticed as a public meeting.

All committee meeting times and dates shall be duly- noted at regular board meetings for record keeping and such meeting should be referenced by committee minutes; stated purpose and attendance sheets for each committee meeting.

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

ORC 3314.02 ORC 3314.025.

**Lake Erie International School**  
Board Roster

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**Financial Policies Manual**  
**Formal Board Purchasing Policies**

Rev.: Date: 3/2017

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Approved: Date:  
Board Finance Committee

Title: Purpose and Scope

**1.1 General**

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

**1.2 Governing Authority Expenditures**

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

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

**1.3 Application**

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

Title: Financial Management System

**2.1 General Requirements**

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

**2.2 Documentation Requirements**

**2.2.1 General**

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

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

**LEVEL II Financial Policies Manual** – The financial Policies Manual establishes requirements and guidelines for the overall management of finance. These requirements and guidelines are applicable to the operations at [Insert Name].

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

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

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

**2.2.2 Financial Policies Manual**

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

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

Initial Review/Approval – The CFO approves the Financial Policies Manual. The Board approves the Financial Policy.

Review/Approval of Revisions – Revisions to the Financial Policies Manual are subject to the same review and approval process as the original.

Title: Financial Management System

**Revisions are subject to the following:**

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

**Controlled/Uncontrolled Copies:**

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

**Revision Distribution:**

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

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

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

A record is maintained by the CFO for all controlled copies of the Quality Policies Manual. Manuals are either controlled or uncontrolled issues. Finance Committee and the School's EMO use only controlled copies unless otherwise authorized.



Title: Financial Management System  
**2.2.3 Control of Documents**

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

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

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

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

Document Revisions are subject to:

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

**2.2.4 Control of Records**

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

The CFO is responsible for the Control of Financial Records.

TH EMO are also responsible for documentation, accumulation and maintenance of financial records.

Title: Management Responsibility

**3.1 Management Commitment**

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

**3.2 Board Policy**

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

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

Approved: Date: \_\_\_\_\_ Board Finance Committee

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

Title: Management Responsibility

**3.3 Financial Planning**

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

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

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

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

**3.3.1 Financial Management System Planning**

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

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

**3.4 Responsibilities, Authority and Communication**

**3.4.1 Responsibility and Authority**

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

**3.4.2 Board Representative**

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

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

Title: Management Responsibility

**3.4.3 Internal Communication**

The EMO Board Finance Committee) ensures that appropriate communication processes are established within the organization.

**3.5 Management Review**

**3.5.1 General**

The Board Finance Committed and CFO conduct a Management Review of the Financial System annually, (at a minimum); to assess it's continued suitability, effectiveness and future direction. Records of Management Reviews – The CFO records/documents a summary, (minutes), of each management review.

**3.5.2 Review Input**

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

**3.5.3 Review Output**

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

Title: Resource Management

**4.1 Provision of Resources**

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

**4.2 Human Resources**

**4.2.1 General**

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

**4.2.2 Competence, Awareness and Training**

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

**4.3 Infrastructure**

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

Title: Financial Processes

**5.1 Purchasing**

**5.1.1 Purchasing Process**

The Board of Directors have developed, documented and implemented procedures and systems to ensure that material, products and services purchased from suppliers conform to specified requirements.

The EMO (designee) is responsible for Purchasing procedures and the CFO is responsible for the collection of all relevant documentation, such as records.

**5.1.2 Purchasing Information**

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

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

**5.1.3 Verification of Purchased Product**

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

**5.2 Accounts Payable and Payment Processing**

**5.2.1 Invoice Processing and Payment**

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

The Board EMO designee) is responsible for verifying purchases and services and the CFO is responsible for check processing.

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

**5.3 Accounts Receivable and Treasury Management**

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

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

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

## **5.4 Fixed Assets**

### **5.4.1 Fixed Asset Processing**

The Board of Director's have developed, documented, and implemented procedures and systems to ensure that fixed assets purchased or donated from vendors, parents, students, and the State conform to specified requirements. Capitalization of fixed assets is set at individual items that cost more than \$5000. The EMO (designee) is responsible for verifying fixed assets and oversight of the inventory. The Board Finance Committee(designee) and CFO are responsible all relevant documentation, such as records, and schedules. This process is Specified further in Exhibit A.

## **5.5 Travel Policy**

### **5.5.1 Travel Processing**

The Board of Director have developed, documented, and implemented procedures and systems to ensure that travel by Board Director's or their designee's conform to specified requirements. This process is specified in Exhibit B.

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

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

## **5.6 Investment Policy**

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

### **5.7.1 Investment Processing**

In certain sections, the policy places further limits upon the use of eligible investments or investment transactions. All processes is specified in Exhibit D.

The CFO is responsible for verifying investments and investment transactions.

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

### **5.8 Receipt and Expenditure of Federal Funds**

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

*The Board delegates to its CFO the responsibility for receiving, reviewing and submitting to the Ohio Department of Education for approval all invoices related to the expenditure of Federal funds. The EMO shall present to the CFO invoices related to the expenditure of funds on eligible activities under the Application. In requesting reimbursement, the EMO shall certify to the Board's Designated Fiscal Officer that to the best of his or her knowledge all expenditures have been made in accordance with the Application and in accordance with federal law. This process is specified in Exhibit E.*

Board Operating Procedures and Expenditures are specified under Exhibit F.



## **Title: Financial Reporting, Analysis and Monitoring**

### **6.1 General**

The Board of [Directors ] understand that financial reporting, analysis and monitoring are necessary to ensure:

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

### **6.2 Financial Reporting**

#### **6.2.1 Bank Reconciliation**

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

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

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

#### **6.2.2 Financial Reports**

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

The CFO is responsible for preparing all financial reports per documented procedures. The CFO develops a schedule for all financial reports according established timelines or special requests. Reports and prepared according to GASB, GAAP, Board requirements and/or other established laws and regulations plans. Copies of all reports are forwarded to the Board, appropriate government agency, or other interested party and maintained by the CFO.

### **6.3 Financial Analysis and Monitoring**

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

### **6.3.1 Variance Analysis and Fund Balance Monitoring**

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

#### **Title: Financial Reporting, Analysis and Monitoring**

### **6.4 Control of Nonconforming Issues**

CFO and the EMO are jointly responsible to establish, implement and maintain documented procedures to ensure that nonconforming issues are handled as defined in Board Policy and in compliance with appropriate laws and regulations.

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

### **6.5 Improvement**

#### **6.5.1 Continual Improvement**

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

#### **6.5.2 Corrective Action**

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

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

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

### **6.5.3 Preventive Action**

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

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

The Board of Directors is responsible for Preventive Action .

## **Attachment 3.2**

**No Management Agreement – Operates Independently**

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

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

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

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

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

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

Terry Walker  
School Governing Authority President

3.6.18  
Date

April N. Hart, Esq.  
Designee

3.5.18  
Date

  
Treasurer

3.6.18  
Date

### Attachment 3.7 Racial and Ethnic Balance

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

Each school leader will pull data from local and city school report cards for which the school draws students to determine racial balance for each subgroup.

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

Marketing plans for the school will be adjusted to ensure racial diversity in the school and to draw students from a diverse area and ethnicity.

**LAKE ERIE HIGH SCHOOL**  
**ATTACHMENT 3.9**

**AMENDED ADMISSIONS POLICY**

- a.) Admissions Procedures
- b.) Open Enrollment Policy
- c.) At-Risk Definitions (if applicable)

**a) Admissions Procedures**

Admission to the School is open to any student between the ages of 14-22 in grades 9 through 12 who reside in any district in the State of Ohio. The School does not discriminate against any student who meets the above criteria, however the School's targeted population consists of students who have previously dropped out of high school, or are at risk of dropping out of high school, students who may be deficient in high school credits compared to their peers, and/or students who face barriers outside of school, which may force them to seek out alternative educational options. . Preference of admission will be given in the following order:

1. Returning students
2. Students who reside in the district where the School is located;
3. Siblings of returning students; and
4. New students (if space is available).

**Nondiscrimination Statement:**

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

- Upon admission of any student with a disability the school will comply with all federal and state laws regarding the education of students with disabilities;
- The school may not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability; and
- In the event the racial composition of the enrollment of the school is violative of a federal desegregation order, the school will take all corrective measures to comply with the desegregation order.

**Capacity & Lottery:**

The School will not exceed the capacity of the School's programs, classes, grade levels or facilities. When the number of applicants for admission exceeds the School's capacity,

admissions will be determined by a lottery of applicants in the categories of preference set forth above.

**b) Open Enrollment:**

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

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
- **Proof of Residency** - one of the following in the parent/guardian name, showing a street address:
  - mortgage statement
  - lease agreement
  - utility statement or receipt of utility installation issued within ninety (90) days of the date of enrollment
  - bank statements of the parent or student
  - voter registration card
  - current homeowner's or renter's insurance declaration
  - paycheck or paystub issued to the parent or student within ninety (90) days of the date of enrollment that includes the address of the parent's or student's primary residence
  - any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction
- Custody paperwork, if applicable

**c) At-Risk Definitions:**

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

- Having a disability or illness
- Have experienced abuse or trauma
- Exhibited behavior problems
- Assessed at below grade levels in content areas, specifically reading and math



- Family issues such as poverty, little parental involvement in education or emphasis on education, mental illness
- The student is a parent
- Criminal history
- History of chronic truancy
- Credit deficient when compared to peers

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

RESOLVED- Lake Erie High School Governing Authority 7.22.19.

**ATTACHMENT 3.12**  
**STUDENTS WITH DISABILITIES**

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

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

1. It is the intent of the School to ensure that students who are handicapped within the definition of Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), are identified, evaluated, and provided with appropriate educational services. Students may be identified as handicapped under Section 504 even though they are not eligible to receive services under the Individuals with Disabilities Act.

The Intervention Specialist or his/her designee shall be the Section 504 Compliance Officer. A complaint regarding a violation of law and this policy in an employment decision shall be subject to a grievance procedure that provides for the prompt and equitable resolution of disputes.

2. The school will meet state and federal law mandates for providing education and services for students that qualify for 504, LEP/ELL, and SWD. Students referred will undergo a multi-factored evaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether and IEP, 504, LEP/ELL, or gifted is appropriate or ongoing monitoring. The School shall annually adopt procedures for the Education of Children with Disabilities as approved by the Ohio Department of Education Office of Exceptional Children.

*20 USC 1412; 34 CFR 300.220.*

3. IAT- The School will utilize the Intervention Assistance Team model in identifying students. The IAT process is a tiered process beginning with least invasive interventions, transitioning to increased and targeted interventions as needed. If students are not responding to these interventions, students will transition to the highest level of interventions. If the student responds well, the intervention will continue in the areas needed and processing back to the general education classroom. If student does not respond to the intervention, a further evaluation will be completed through the multi-factored evaluation.

4. Intervention Services will include but not limited to small group intervention, one to one intervention, after school tutoring and summer school tutoring. Modified curriculum with student support. Dedicated daily time will be scheduled to work on any intervention with students.

5. Discipline- The student code of conduct will be created and approved by the board. The School will implement said policy with all students. For SWD, The School will abide by federal law on how to implement and distribute consequences. All students are expected to follow the Cambridge Education Group Network Code of Conduct. Federal and state law provide certain procedural rights and protections relating to discipline of students who have been identified under such laws as having special needs based upon a disability. A copy of these rights may be obtained from the Dean(s), Principal(s) and/or Head of School or Intervention Specialist.

***These policies are not all inclusive and may be amended at the discretion of the Dean(s), Principal(s) and/or Head of School with acceptance by the Board of Directors. These policies are guidelines for acceptable behavior and for general safety of the students. These policies are in line with the mission and vision of Cambridge Education Group Network.***

6. The School will provide services as prescribed in a student's IEP. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.

7. The School will employ and/or outsource HQT teacher(s) and para-professionals with proper credentials to provide services for SWD, ELL or gifted endorsement.

## AMENDED AND RESTATED LEASE AGREEMENT

**THIS AMENDED AND RESTATED LEASE AGREEMENT** (this "Lease") is made and entered into by and between **BAMF, LLC**, an Ohio limited liability company (" **Landlord**") and **LAKE ERIE HIGH SCHOOL**, an Ohio not-for-profit corporation (" **Tenant**") to be effective as of the 1<sup>st</sup> day of February, 2020 (the "**Commencement Date**").

### RECITALS:

- A. On or about April 24, 2013, Landlord and Tenant entered into a Lease Agreement (the "**Prior Lease**") for a certain parcel of land and the building situated thereon commonly known as 11650 Detroit Avenue, Cleveland, Ohio.
- B. Pursuant to the Prior Lease Tenant has accepted possession of the Premises described therein and has been operating a charter school, licensed and funded by the State of Ohio therein.
- C. Landlord and Tenant desire to amend and restate the Prior Lease in its entirety.
- D. On the Commencement Date, this Lease shall have amended, restated and completely replaced the Prior Lease. This Lease is intended, and shall be deemed and construed, to be a continuation (without interruption or recommencement) of the various terms and provisions of the Prior Lease and the obligations arising or accruing thereunder existing to the date hereof, subject to any modifications made by this Lease. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of Landlord and Tenant.

### AGREEMENTS:

NOW THEREFORE, for and in consideration of the respective covenants and agreements of the parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

1. **PREMISES:** Landlord, for and in consideration of the covenants contained in this Lease and made on the part of Tenant, does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord the following:

A. **Real Property.** The parcel of land described on Exhibit A which is located at 11650 Detroit Avenue, in the City of Cleveland, State of Ohio (the "**Real Property**");

B. **Improvements.** The buildings, parking areas, improvements and fixtures whether now existing or hereafter constructed (with Landlord's consent to the extent required hereunder) situated upon the Real Property including specifically, but without limitation, the "Building" containing approximately 8,700 square feet (the "**Improvements**");

C. **Premises.** All of the Landlord's rights, title and interest, if any, in and to all easements, rights-of-way, appurtenances, and other rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passways, open or proposed, on or abutting the Real Property (the "**Appurtenances**") (The Real Property, Improvements and Appurtenances are collectively referred to herein as the "**Premises**").

2. **LEASE TERM:**

A. **Initial Term.** The initial term of this Lease shall commence on the Commencement Date and end on January 31, 2027 (the "**Term**").

B. **Lease Year:** "Lease Year" shall be defined as each successive period of twelve (12) consecutive calendar months beginning on the Commencement Date and ending on the last day of the 12<sup>th</sup> full calendar month thereafter.

C. **Possession:** Tenant is in possession of the Premises as of the Commencement Date of this Lease and accepts the same as satisfactory for its purpose in all respects. Each and every term, condition, provision and covenant of this Lease shall be and shall become effective as of the Commencement Date.

D. **Surrender of the Premises:** Upon the expiration or earlier termination of this Lease, Tenant shall promptly surrender the Premises to Landlord, together with all alterations, Tenant improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear. Within ten (10) days after such expiration or termination, provided Tenant is not in default hereunder, Tenant shall have the right to remove its personal property and trade fixtures.

E. **Holding Over:** In the event that Tenant shall not promptly surrender the Premises on the expiration or earlier termination of the term hereof, Tenant shall, by virtue of the provisions hereof, become a month-to-month tenant at twice the monthly rent in effect during the last month of the term of this Lease, which said monthly tenancy shall commence with the first day following the expiration date of this Lease. Tenant, as a monthly tenant, shall be subject to all of the terms, conditions, covenants and agreements of this Lease. During such month to month tenancy, Tenant shall give to Landlord at least thirty (30) calendar days prior written notice of any intention to quit the Premises.

3. **RENT COMMENCEMENT:** The obligation of the Tenant to pay Basic Rent reserved under Section 4 hereof shall commence on the Commencement Date.

4. **RENT:**

A. **Basic Rent:** Tenant shall pay to Landlord as rent for the Premises a fixed rent of Eleven Thousand Six Hundred Dollars (\$11,600.00) per month, payable in advance without demand or set-off, on the first day of each calendar month commencing on the Commencement Date and continuing through June 30, 2021. Commencing July 1, 2021 and continuing through the remainder of the Term, Tenant shall pay to Landlord as rent for the Premises a fixed rent of Fifteen Thousand Dollars (\$15,000.00) per month, in advance without demand or set-off, on the first day of each calendar month.

B. **Additional Rent:** All, taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, shall be deemed to be Additional Rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent. Basic rent and Additional Rent are sometimes collectively referred to as "rent" or "Rent".

C. **Payment:** Payment shall be made to BAMF, LLC and forwarded to BAMF as set forth herein. Landlord and Tenant may agree to make and accept Rent payments via ACH or other electronic transfer.

D. **Late Payment.** In the event any installment of Rent, inclusive of Basic Rent, Additional Rent and other sums due hereunder, if any, is not paid when due (each a "Late Payment"), Tenant shall pay Landlord a late fee of five percent (5%) of the Late Payment ("Late Payment").

Charge"). The Late Charge shall be payable with the next succeeding month's payment of Basic Rent, Additional Rent or any other amount due to Landlord under the Lease, except for the last month of the Term, in which event the same shall be paid upon demand. The parties agree that such Late Charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such Late Payment; provided nothing shall limit Landlord's right or remedies on account of any default by Tenant not remedied within any applicable cure period set forth herein.

5. **TAXES AND ASSESSMENTS:** Tenant agrees to pay on demand, as further Additional Rent, all real estate taxes of every kind, character and description (as used in this Lease, "real estate taxes" includes, without limitation, ad valorem, transit, rental, use and occupancy taxes, vault charges, water rents, , charges in substitution of real estate taxes and special assessments, if any), levied and assessed upon the Premises, including any costs of tax contests instituted by Landlord; provided, however, Tenant represents to Landlord that Tenant is exempt from all Ad Valorem taxes including real estate property taxes under Ohio law. Landlord shall be responsible for filing appropriate applications on a timely basis to secure such exemption and Tenant shall not be responsible for property taxes if such exemption is otherwise available but is lost solely because Landlord fails to apply for such property tax exemption. The Tenant shall not be required to pay any taxes assessed for a period prior to the commencement of the Term or after the expiration of the Term.

6. **INSURANCE AND WAIVER OF SUBROGATION:**

A. **Insurance:** Commencing on the Commencement Date and continuing throughout the term of this Lease, Tenant, at Tenant's sole cost and expense, and with companies licensed to do business in the State of Ohio and otherwise reasonably acceptable to Landlord, shall maintain and keep in effect and shall cause its construction contractors to maintain and keep in effect, throughout the term of this Lease, the following:

(i) Insurance against liability for bodily injury (including death) or property damage in or about the Premises under a policy of comprehensive general public liability insurance in commercially reasonable amounts but not less than \$5,000,000, combined single limit for bodily injury (including death) and property damage of which \$4,000,000 may be provided through an "umbrella" policy.

(ii) Comprehensive automobile liability insurance in commercially reasonable amounts but not less than \$1,000,000.00 combined single limit insuring against liability arising from the maintenance and use of all owned, non-owned, hired, leased, rented trucks, automobiles and other vehicles for bodily injury, death or property damage in amounts as may be reasonably required by Landlord.

(iii) Worker's compensation insurance (including employer's liability) in form and amounts required by law and waiving subrogation against Landlord.

(iv) Fire and extended "all-risk" coverage insurance, in an amount of the full replacement cost of the Improvements (the "**Required Insurance**").

(v) During construction only, builder's risk insurance (including collapse), if applicable, on a completed value (non-reporting) form in amounts as may be reasonably required by Landlord.

(vi) Business interruption insurance for the full amount of Basic Rent due and payable hereunder for any period of casualty or other period in which Tenant is prohibited from conducting business upon the Premises for the use permitted hereunder for a period of not less than one (1) year.

(vii) Such additional, new or expanded insurance and insurance coverages as may be ordinary and customary, from time to time, for a landlord to require of a tenant in the county in which the Premises are located for leases which are a similar use and/or duration.

**B. Form of Insurance:** The following provisions shall apply to all insurance coverages required hereunder:

(a) the carriers of all policies shall be reasonably acceptable to both parties and shall be authorized to do insurance business in the state in which the Premises are located;

(b) each policy shall provide for deductibles in an amount not greater than \$5,000.00;

(c) Tenant shall be the "named insured" and Landlord shall be a "loss payee" on the insurance policies referenced in subparagraph (iv) and (v) of paragraph 6A. above and Landlord shall be an "additional insured" on the insurance policies referenced in subparagraph (i), (ii) and (vi) of Section 6A above;

(d) The policies and insurance shall be "occurrence basis" and provide that the policies may not be amended, canceled, or not renewed without at least thirty (30) days prior written notice to the additional insured; and

(e) Tenant shall deliver to Landlord copies of the policies or at Tenant's option, a certificate of insurance by the Commencement Date, and any renewals thereof promptly after such policies are renewed.

**C. Waiver of Subrogation:** Each party to this Lease hereby waives any and every right which arises or may arise in its favor against the other party during the initial term for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises which loss or damage is covered by valid and collectable insurance policies, to the extent that such loss or damage is recoverable under such policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto. In as much as said waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give each insurance company which has issued policies of insurance to such party, written notice of the terms of said mutual waivers, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. The provisions of this paragraph 6C. shall not apply to any deductibles which Tenant is permitted to maintain under Paragraph 6B(b) hercof.

**D. Liability:**

(i) Tenant shall assume the risk of, be responsible for, indemnify and hold Landlord, and its directors, officers, employees, agents and shareholders (collectively the "Indemnified Parties") harmless against all claims, actions, damages, liabilities and expenses (including, without limitation, attorneys fees) in connection with loss of life, personal injury or damage to property arising out of construction on, or the occupancy, use, maintenance or operation on or about the Premises or any part thereof regardless of cause and Tenant hereby releases Landlord from any and all liability for the same. In case any such claim, action or proceeding is brought against any Indemnified Party, upon notice to Tenant and at Tenant's sole cost and

expense, Tenant shall resist or defend such claim, action or proceeding by counsel reasonably satisfactory to Landlord or shall cause it to be resisted or defended by an insurer. The foregoing obligation shall survive the expiration or sooner termination of this Lease.

(ii) Landlord shall not be liable to Tenant or Tenant's employees, contractors, agents or visitors for damage to person or property caused by any defects on the Premises; nor shall Landlord be liable to Tenant or Tenant's employees, contractors, agents or visitors in any manner whatsoever for the theft, mysterious disappearance or loss of any property whether from the Premises unless due to Landlord's negligence or willful misconduct. Tenant hereby accepts the Premises "as-is" and "with all faults".

7. **NET LEASE:** Tenant acknowledges and agrees that, except for Landlord's maintenance obligations under Section 9.F(i) below, this Lease is a net lease and Landlord shall not be responsible during the term of this Lease for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises or any improvements thereon or the use and occupancy thereof.

8. **TENANT COVENANTS:**

A. **Representations and Warranties:** Tenant represents and warrants that the financial statements which have been supplied to and approved by the Landlord fairly represent the Tenant's financial condition as of such date. There has been no material adverse change in the Tenant's financial condition since that date.

B. **Business Covenants:** The Tenant shall do or cause to be done all things necessary (i) to preserve and keep in full force and effect its existence, rights and franchises, and (ii) to maintain its status as a non-profit corporation duly organized and existing and in good standing under the laws of the State of Ohio;

C. **Tenant's Charter.** Tenant shall use good faith commercial best efforts to maintain a valid charter to operate a school. If, despite its best efforts, Tenant's charter to operate a school is revoked by the State of Ohio or non-renewed by the School Sponsor at any time during the Term of this Lease and provided that Tenant is not then in default hereunder, Tenant shall have the right to terminate this Lease upon at least one hundred eighty (180) days prior written notice to Landlord. Upon such termination, all rights and obligations of Landlord and Tenant hereunder shall cease except for those covenants that, by their nature, are intended to survive the expiration of this Lease.

9. **DEVELOPMENT, USE AND MAINTENANCE:**

A. **Use:** The Premises shall be used by Tenant during the Lease Term for the operation of a charter school, licensed and funded by the State of Ohio, to provide education services and related activities and for no other purpose.

B. **Signs:** Tenant shall have the right to install and maintain upon the Premises signs advertising Tenant's business, provided that such signs shall be in accordance with all applicable laws, ordinances, and governmental regulations.

C. **Improvements, Alterations, and Additions:** Tenant may make additional alterations or improvements to the Premises during the Term of this Lease; provided, however, that if such alterations or improvements would exceed an aggregate cost of \$25,000.00 in any Lease Year or affect the structure or mechanical systems of any Improvements, Tenant shall first obtain the written consent of Landlord. It is understood and agreed that the foregoing provisions of this Paragraph C shall not apply to Tenant's obligations under paragraph F below. Tenant shall make

the same in accordance with all applicable laws and building codes and in a good and workmanlike manner.

**D. Tenant's Property:** Tenant shall promptly pay all costs attributable to the Tenant improvements and any alterations and improvements and shall indemnify Landlord against any mechanic's liens or other liens or claims filed or asserted as a result thereof and against any costs or expenses which may be incurred as a result of building code violations attributable to such work. Tenant shall promptly repair any damage to the Premises caused by the Tenant improvements and/or any such alterations or improvements. The Tenant improvements and any and all alterations or improvements to the Premises, except movable equipment and trade fixtures, furniture, signage and other items of personal property installed and/or furnished by Tenant at its expense (collectively, "**Tenant's Property**") shall become a part of the Improvements and the property of Landlord, and shall not be removed by Tenant.

**E. Compliance with Laws:** Tenant shall comply with all laws, ordinances, regulations and other governmental requirements including, without limitation, the Americans with Disabilities Act and any obligations imposed by matters of record, including by way of illustration obligations under Reciprocal Easement Agreements or Operating Covenants, which relate in any way to the Premises and/or the use, condition or occupancy thereof. Tenant shall, at its sole cost and expense, make any additions, changes, improvements or alterations to the Premises which may be required by any governmental authorities or under applicable laws or ordinances regardless of whether such laws or ordinances were in effect prior to, during or after the Commencement Date. All such additions, changes, improvements or alterations required to be made by Tenant shall be deemed to be permitted alterations.

**F. Repairs and Maintenance:**

(i) Landlord, at its sole cost and expense, shall maintain only the foundation of the Building, the structural frame of the Building, and the structural elements of the roof of the Building.

(ii) Tenant agrees at all times during the term of this Lease, at its own cost and expense, to keep and maintain or cause to be kept and maintained in repair and good condition (reasonable wear and tear excepted), all portions of the Premises other than those which are Landlord's responsibility is Section 9.F.(i) above including, without limitation all driveways, parking areas, landscaping and other exterior portions of the Premises, the exterior walls, gutters, downspouts and all improvements outside of the foundation of the Building (including exterior steps), all non-structural portions of the building, including, but not limited to, all windows, doors, window and door hardware, glass, plate glass, electrical, plumbing, and other utilities and mechanicals, all interior walls and ceiling, in good condition and repair and in accordance with all applicable laws and codes, and agrees to replace damaged items, and shall make all necessary repairs, except repairs which are the express responsibility of Landlord hereunder, and excepting reasonable wear and tear. Notwithstanding any provision of this Lease to the contrary, within the repair and replacement responsibilities of Tenant shall be included maintenance, repairs or replacements to heating, ventilating and air conditioning equipment (the "HVAC"), including heating and air conditioning units, duct work, fans, motors, registers and grilles, and other systems serving the Premises. Tenant agrees to procure and maintain an HVAC maintenance contract, providing for the maintenance and repair of the HVAC according to manufacturer's specifications and including routine maintenance and the replacement of filters at a minimum of four (4) times per



year. Such HVAC maintenance contract must be with a licensed and insured contractor experienced and qualified to conduct such work. Upon the request of Landlord, Tenant shall furnish Landlord a copy of the HVAC maintenance contract, certified by Tenant to be in full force and effect, and should Tenant fail to do so, Landlord shall have the right (but not the obligation) to enter into an HVAC maintenance contract on Tenant's behalf and Tenant agrees to pay Landlord the actual cost of said contract, as Additional Rent due hereunder.

Upon request of Landlord, Tenant shall furnish Landlord copies of documentation and work orders to confirm Tenant's compliance hereunder and the condition of the HVAC. If Tenant refuses or neglects to repair as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may, but shall not be required to do so, make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefor, as Additional Rent, together with Interest on the cost from the date of completion of repairs by Landlord.

(iii) Tenant shall promptly remove all garbage, trash, litter or debris from the Premises and shall provide snow and ice removal throughout the Premises including, without limitation, from all parking areas, driveways and steps and walkways accessible to the public.

G. **Waste:** Tenant shall not commit, nor allow to be committed, in, on or about the Premises, any act of waste or nuisance, use or permit to be used on the Premises any hazardous substance, equipment or other thing which might cause injury to person or property or increase the danger of fire or other casualty in, on or about the Premises.

H. **Tenant's Property.** Any property brought onto or kept on the Premises by the Tenant shall be at the sole risk of the Tenant. The Tenant agrees that upon surrender or abandonment of the Premises, the Landlord shall not be liable or responsible for the storage or disposition of the Tenant's personal property or any damage or destruction to such personal property no matter what the cause.

I. **Licenses and Permits.** The Tenant shall pay for and maintain in good standing at all times during the Term, all licenses and permits required by applicable law for the operation by the Tenant of its business on the Premises during the continuance of the Term of this Lease or extension thereof. Landlord shall pay for all licenses and permits required by applicable law for any Landlord improvements.

10. **UTILITIES:** Tenant shall be responsible for connecting to all utilities at Tenant's expense, and shall promptly pay for all utilities to be used in connection with the Premises including, without limitation, electricity, gas, water and sanitary sewer. Landlord shall not be liable to Tenant for interruption or curtailment of any utility service, nor shall any such interruption or curtailment constitute a constructive eviction or grounds for any partial or total abatement of rent.

11. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, transfer, sublet, mortgage or otherwise encumber this Lease or Tenant's interest in the Premises without in each instance obtaining the prior written consent of Landlord, nor shall any assignment, sublet, transfer or mortgage of the Lease or the right of occupancy hereunder be effectuated by operation of law, foreclosure, deed in lieu of foreclosure or otherwise without the prior written consent of Landlord, which consent shall be at Landlord's sole discretion. Tenant shall

furnish to Landlord such information as Landlord deems reasonably necessary to determine the financial and moral integrity of the proposed assignee, sublessee, transferee or mortgagee, including, without limitation, financial statements and operating statements of the proposed assignee, sublessee or transferee. Any purported assignment, sublet or transfer contrary to the provisions hereof without Landlord's consent shall be void. The written consent by Landlord to any assignment, transfer, sublet or mortgage shall not constitute a waiver of such consent to any subsequent assignment, transfer or sublet. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment and subletting, shall be joint and several with the assignee or sublessee), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

12. **LIENS NOT PERMITTED:** Tenant shall not, at any time, suffer or permit any lien or encumbrance of any nature, including without limitation, a lien for work done or materials furnished in connection with any of Tenant's improvements, maintenance, repairs and/or alterations of the Premises to attach to the Premises. Nothing in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate or the Premises to any lien or liability under any law relating to liens. If any such lien does attach to the Premises and is not discharged or released within fifteen (15) days from the date Tenant receives written notice of the lien, Landlord may, at its option, satisfy the lien and notify Tenant of such payment, in which event such amount shall be immediately due and payable and shall bear interest at a rate which is equal to the lesser of (i) fifteen percent (15%) per annum or (ii) the maximum amount permitted by law.

13. **CASUALTY LOSS:**

A. **Proceeds.** Tenant hereby acknowledges and agrees that Landlord shall be entitled to all insurance proceeds which may become available pursuant to any fire and extended coverage or similar insurance policies on any of the Improvements constituting a part of the Premises. The net amount of any insurance proceeds (excluding proceeds received pursuant to any rental coverage endorsement) recovered by reason of the damage or destruction of the Property in excess of the cost of adjusting the insurance claim and collecting the insurance proceeds (such excess amount being hereinafter called the net insurance proceeds) shall be applied towards the full cost of restoration. If the net insurance proceeds are more than adequate, the amount by which the net insurance proceeds exceed the cost of restoration will be retained by Landlord or applied to repayment of any mortgage secured by the Property.

Provided Tenant has maintained the insurance required under Section 6.A.(vi) above, and except to the extent that insurance proceeds are available to Tenant thereunder, Rent shall proportionately abate during the time that the Leased Premises are totally unusable by reason of any such damage thereto.

B. **Substantial Destruction.** If the Improvements should be substantially destroyed or damaged (which as used herein means destruction or material damages not resulting from the intention or willful conduct of its business and which is reasonably estimated to take in excess of 180 days to repair) by fire or other casualty, then either Landlord or Tenant may, at its respective option, terminate this Lease by giving written notice thereof to the other within thirty (30) calendar days after the date of such casualty. In such event, rent shall be apportioned to and shall cease as of the date of such casualty and Tenant shall be given a reasonable period of time, not to exceed 30 calendar days after giving notice of termination to Landlord, in which to remove its trade fixtures and personal property, whereupon both parties shall be released from all further obligations and liability hereunder (except for any obligations previously incurred hereunder). If neither Landlord nor Tenant does exercise this option, then the Improvements shall be reconstructed and restored, at Landlord's expense, (but only to the extent of insurance proceeds available to Landlord as a result of such casualty), to substantially the same condition as it was prior to the casualty. In the event of such reconstruction, rent shall not be abated and this Lease shall continue in full force and effect for the balance of the term.

C. **Partial Destruction.** If, prior to the commencement of the last year of the Term of this Lease, the Premises should be damaged by fire or other casualty, but not substantially destroyed or damaged to the extent provided in paragraph 13B., then such damaged part of the Premises shall be reconstructed and restored, at Landlord's expense, (but only to the extent of insurance proceeds available to Landlord as a result of such casualty), to substantially the same condition as it was prior to the casualty. Landlord shall use reasonable diligence in completing such reconstruction repairs, but in the event Landlord fails to complete the same within 270 calendar days from the date of the casualty, Tenant may, at its option, terminate this Lease upon giving Landlord written notice to that effect, whereupon both parties shall be released from all further obligations and liability hereunder (except for any obligations previously incurred hereunder).

If, subsequent to the commencement of the last year of the Term the Premises should be damaged by fire or other casualty, but not substantially destroyed or damaged to the extent provided in paragraph 13B., then Landlord, at its option, may terminate this Lease by giving written notice thereof to Tenant within thirty calendar days after the date of such casualty. If Landlord does not exercise its option to terminate, then such damaged portion of the Premises shall be reconstructed and restored.

D. **Trade Fixtures.** Tenant shall bear the sole risk of any loss of or damage to any personal property of Tenant or which Tenant may have on the Premises or any trade fixtures installed by or paid for by Tenant on the Premises.

#### 14. **EMINENT DOMAIN.**

A. **Total and Partial Taking.** If the whole or any part of the Premises shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises to be inadequate for use by Tenant for the purpose of which it was leased, as reasonably determined by Landlord, then Landlord or Tenant may, at its respective option, terminate this Lease as of the date Tenant is required to surrender possession of the Premises. In such event, rent and other charges shall be apportioned to and shall cease as of the date Tenant is required to surrender possession of the Premises, and both parties shall be released from all further obligations and liability hereunder (except for any obligations previously incurred hereunder). If a part of the Premises shall be taken or conveyed but the remaining part is tenantable and adequate for Tenant's use, as reasonably determined by Landlord, then this Lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession and Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed tenantable.

B. **Condemnation Proceeds.** All compensation awarded for any taking or conveyance in lieu of such taking shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any such award. However, Tenant shall have the right to receive from such authority, but not from Landlord, such compensation as may be awarded to Tenant on account of moving and relocation expenses.

#### 15. **HAZARDOUS CONTAMINANTS:**

A. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be generated, manufactured, refined, transported, treated, stored, disposed of, handled, processed, produced or released on the Premises, except such Hazardous Materials as are commonly used in

the operation of restaurants and then only in compliance with all applicable laws and governmental regulations.

B. Tenant shall promptly provide Landlord with copies of all communications, permits or agreements with any governmental authority or any private entity relating in any way to the generation, manufacture, refining, transportation, treatment, storage, disposal, handling, processing, production or release of any Hazardous Materials at the Premises.

C. Upon reasonable notice to Tenant, Landlord and Landlord's agents and employees shall have the right, to enter the Premises at reasonable times and conduct appropriate tests for the purpose of ascertaining that Tenant has complied with all Environmental Laws as required hereunder, provided Landlord does not unreasonably interfere with Tenant's operations on the Premises.

D. Tenant agrees to provide Landlord with any test results of air, water, soil or other environmental matters it performs with respect to the Premises. Landlord may require Tenant to perform these tests at Tenant's expense any time that Landlord can demonstrate dangerous environmental conditions as a result of Tenant's operations on the Premises. Tenant agrees to promptly reimburse Landlord for any actual and reasonable costs it incurs to demonstrate that dangerous environmental conditions exist as a result of Tenant's operations on the Premises. If the tests demonstrate that the dangerous environmental conditions were not created as a result of Tenant's operations on the Premises, Tenant shall have no liability for the costs Landlord incurs in trying to determine the existence of dangerous environmental conditions or the costs of said tests.

E. If the generation, manufacture, refining, transportation, treatment, storage, disposal, handling, processing, production, or release at the Premises, of any Hazardous Material arising out of Tenant's operations on the Premises: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Law (as defined below), (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Tenant shall promptly take at its expense, any and all remedial and removal action necessary to clean up the Premises and mitigate exposure to liability arising from the Hazardous Material as required by law. Tenant shall be solely responsible for any removal, cleanup and restoration work and materials required hereunder to return the Premises and any other property to whatever nature to their condition existing prior to the appearance of any Hazardous Materials.

F. Tenant agrees to indemnify and hold Landlord and its directors, officers, employees and shareholders harmless from and against any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments and expenses (including, without limitation, costs of testing and attorneys fees) arising out of a breach of Tenant's obligations under this Section 15. The foregoing indemnity shall survive the expiration or sooner termination of this Lease.

G. For the purposes of Lease, "Hazardous Materials" shall mean and include any substance or material giving rise to liability or other obligation under any Environmental Law including, without limitation, asbestos, petroleum, petroleum products and oil or used oil; and "Environmental Laws" shall mean all applicable laws, whether federal, state or local, relating to the environmental condition of the Premises including, without limitation, the Comprehensive Environmental, response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., and the Resources Conservation Recovery Act, 42 U.S.C. Sections 6901 et seq.

16. **QUIET ENJOYMENT:** Subject to easements, covenants, conditions, restrictions and other matters of record or otherwise known to Tenant, Landlord hereby covenants and agrees that if Tenant shall not then

be in default hereunder, Tenant shall, at all times during the initial term, have peaceable and quiet enjoyment and possession of the Premises without any manner of molestation or hindrance from the Landlord.

17. **DEFAULT AND REMEDIES:**

A. **Events of Default:** The following shall constitute an event of default hereunder:

(i) If Tenant fails to pay any monthly installment of Basic Rent and/or Additional Rent within five (5) days after receipt of written notice thereof from Landlord; provided Landlord shall have no obligation to deliver more than one (1) such notices during any consecutive twelve (12) month period. Thereafter, Landlord shall have no further obligation to deliver notice to Tenant of such a failure and any subsequent failure to pay rent or any other amount payable hereunder when first due and payable shall automatically and without further notice be an Event of Default under this Lease;

(ii) If Tenant shall fail to promptly keep and perform any other covenants of this Lease, strictly in accordance with the terms of this Lease and shall continue in default for a period of thirty (30) days after written notice thereof by Landlord of default and demand of performance;

(iii) If Tenant abandons or vacates the Premises; or

(iv) If Tenant becomes insolvent or bankrupt in any sense or makes an assignment for the benefit of creditors or offers a compromise or settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver, trustee, liquidation, custodian, conservator, or similar official for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon by any sheriff, marshal or constable; provided, however, that any proceeding brought by anyone other than the parties to this Lease under any bankruptcy, reorganization arrangement, insolvency, readjustment, receivership or similar law shall not constitute a default until such proceeding, decree, judgment or order has continued unstayed for more than thirty (30) consecutive days.

B. **Remedies:** Upon the occurrence of any event of default, Landlord shall have the right to pursue the following rights and remedies, without notice or demand upon Tenant, and in addition to any other right or remedy of Landlord, at law, in equity or elsewhere in this Lease:

(i) To enter the Premises and, to the extent permitted by law, without further demand or notice proceed to distress and sale of the goods, chattels and personal property there found, to levy the rent and other charges herein payable as rent, and Tenant shall pay all actual and reasonable costs and officers' commissions which are permitted by law, including watchmen's wages and sums chargeable to Landlord, and further including commission (s) payable by law to the constable or other person making the levy, and in such case all costs, officers' commission and other charges shall immediately attach and become party of the claim of Landlord for rent, and any tender of rent without said costs, commissions and charges made after the issuance of a warrant of distress, shall not be sufficient to satisfy the claim of Landlord.

(ii) To re-enter the Premises, together with all additions, alterations and improvements, and, at the option of the Landlord, remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable for prosecution or

damages therefor, and repossess and enjoy the Premises. Upon recovering possession of the Premises by reason of or based upon or arising out of a default on the part of Tenant, Landlord, may at Landlord's option, either terminate this Lease or make such minor alterations and repairs as may be necessary in order to relet the Premises or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and at such rent or rents and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable and to such person or persons as Landlord in its discretion may deem best; upon each such reletting all rents received by Landlord from such reletting shall be applied; first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and all costs of such alterations and repairs (all such costs, expenses and fees to be reasonable in nature and amount); second, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises or the making of alterations or improvements thereto or the reletting thereof shall be construed as an election on the part of the Landlord to terminate this Lease unless written notice of such intention be given by Landlord to Tenant so long as Landlord shall use reasonable efforts to mitigate its damages by reason of Tenant's default (which Landlord covenants and agrees to do). Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises or, in the event that the Premises or any part or parts thereof are relet, for failure to collect the rent thereof under such reletting. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord as Tenant's and their agent to collect the rents due and to become due under all subleases of the Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of Basic Rent, Additional Rent and other sums due or to become due hereunder. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iii) to declare this Lease at an end, in which event Tenant shall immediately pay to Landlord a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this Lease exceeds the then reasonable cash rental value of the Premises for the balance of the term. As used herein, the "then cash value" is computed by discounting such amount at the discount rate of the Federal Reserve Bank nearest to the Premises at the time of such termination plus three percent (3%).

(iv) to relet all or any part of the Premises on such terms and condition as are commercially reasonable, whereupon Tenant shall be obligated to pay to Landlord, as liquidated damages, all actual and reasonable costs of reletting the Premises (including broker's fees and modifications to the Premises for such new tenant) and the difference between the rent provided for herein and that provided for in any lease covering a subsequent reletting of the Premises.

**C. No Waiver:** No waiver by Landlord of any breach by Tenant or any of Tenant's obligations, agreements or covenants herein shall constitute a waiver of any subsequent breach of any obligations, agreements or covenants, nor shall any forbearance by Landlord to

seek a remedy for any breach by Tenant constitute a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach.

D. **Default Interest:** All past due payments of Rent and/or other amounts due hereunder shall bear interest from the date such payments were due at a rate equal to the lesser of (i) fifteen percent (15%) per annum or (ii) the maximum rate permitted by law.

E. **Costs:** Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing Tenant's obligations and Landlord's rights and remedies under this Lease.

F. **Remedies Nonexclusive:** No right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

18. **CURING TENANT'S DEFAULTS.** If Tenant shall breach any of its obligations hereunder, Landlord, without any obligation to do so, in addition to any other rights it may have in law or equity or elsewhere in the Lease, may elect to cure such default on behalf of Tenant after ten (10) days written notice to Tenant (except in the case of emergency in which event no notice shall be required), which right shall include the right to pay taxes, utilities or insurance if Tenant fails to do so pursuant to this Lease, or enter the Premises to perform repairs and maintenance thereon. Tenant shall reimburse Landlord upon demand for any actual and reasonable sums paid or costs incurred by Landlord in curing such default, including interest thereon at a rate equal to the lessor of (i) fifteen percent (15%) per annum or (ii) the maximum rate permitted by law from the respective dates of Landlord's making the payment and incurring such costs, which sums and costs together with interest thereon shall be deemed additional rent payable promptly upon being billed therefor.

19. **ESTOPPEL INSTRUMENTS:** Upon the written request of Landlord, Tenant, or any mortgage lender, Landlord or Tenant, as the case may be, shall deliver to the party requesting the same a certificate executed in recordable form stating (i) whether or not this Lease is in full force and effect, (ii) whether or not Tenant has exercised any rights to renew the term of this Lease and the date on which this Lease will terminate, (iii) whether or not Tenant or Landlord has modified or amended this Lease in any way and attaching a copy of such modification or amendment, (iv) whether or not any defaults exist under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (v) the status of rent payments and (vi) any other facts regarding the operation of the Lease which the requesting party may reasonably request.

20. **MEMORANDUM OF LEASE:** Neither this Lease nor a memorandum hereof shall be recorded.

21. **NOTICES:** All notices, demands, approvals, consents and other communications required hereunder shall be in writing signed by the party serving the same and shall be sent by (i) Registered or Certified U.S. Mail, Return Receipt Requested, or (ii) national "overnight" courier, postage or fee prepaid, and (a) if intended for Landlord, shall be addressed to:

BAMF, LLC  
155 W Main St. Suite 1702  
Columbus, Ohio 43215  
Attn.: Daniel M. Sadd

with a copy addressed and sent to:

John M. Kantner  
5 West Waterloo Street  
Canal Winchester, Ohio 43110

and (b) if intended for Tenant, shall be addressed to:

Lake Eric International High School  
Attention, Larry Burt  
School Superintendent  
11650 Detroit Avenue  
Cleveland, OH 44102

with a copy addressed and sent to:

April Hart, Board Counsel  
2529 Canterbury Rd  
Cleveland Heights, OH 44118

or to such other addresses as either party may have furnished to the other from time to time as a place for the service of notice. All notices shall be effective upon being deposited in the United States mail or sent by overnight courier in the manner prescribed this Section. However, the time period in which a response to any such Notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt of the Notice or the day after being sent by overnight courier. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

22. **TRANSFER BY LANDLORD:** Landlord shall have the right to sell and convey the Premises at any time during the term of this Lease, subject to the rights of Tenant hereunder; and such sale and conveyance shall operate to release Landlord from liability hereunder for all acts or omissions occurring after the date of such conveyance (but not as to any obligation previously incurred or accruing hereunder).

23. **PREMISES "AS IS":** Tenant acknowledges and agrees that: (i) Tenant has thoroughly examined or will thoroughly examine the Premises prior to the Commencement Date, the zoning of and governmental regulations concerning the Premises, utilities or lack thereof, deed restrictions and all other matters which are deemed material or immaterial by Tenant for Tenant's intended use as a charter school, (ii) Tenant is leasing the Premises "as is" and is relying upon Tenant's examinations with reference to the condition, character, quality, appearance and environmental state of the Premises and (iii) Landlord and Landlord's agents have not made any express or implied representations, warranties, promises or covenants with respect to the Premises or Tenant's use thereof, whether written or oral, except as may be otherwise set forth in this Lease.

24. **CERTIFICATION.**

(a) Tenant certifies that:

(i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by an Executive Order or the United States, Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Asset Control; and

(ii) It is not engaged in this transaction, directly or indirectly on behalf of or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.



(b) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses including attorney's fees and cost(s) arising from or related to any breach of the foregoing certification.

25. **MISCELLANEOUS PROVISIONS:**

A. **Invalidity:** If any term or provision of this Lease or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected.

B. **Successors:** The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, administrators, successors or assigns, and shall run with the land.

C. **Writing:** No waivers, alterations or modifications of this Lease or any agreements in connection with this Lease shall be valid unless in writing, executed by both Landlord and Tenant.

D. **Construction:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease or in any way affect this Lease. Any gender used shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular. If more than one person and/or entity comprises the landlord under this Lease, the term "Landlord" shall include all persons and/or entities comprising landlord, jointly and severally.

E. **Broker(s):** Neither party has used a real estate broker in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against claims for brokerage fees arising out of their respective actions, and attorney fees and court costs, if any, arising from such claims.

F. **Entire Agreement:** All negotiations, considerations, representations and understandings between the parties are incorporated in this document. This Lease may only be modified or altered by agreement in writing between the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Lease.

G. **Time is of the Essence:** TIME IS OF THE ESSENCE FOR EACH AND EVERY PROVISION HEREBY.

H. **Partial Payments:** Any payment by Tenant, or receipt by Landlord, of a lesser amount than the rent stipulated herein shall be deemed to be a partial payment of rent. Regardless of any endorsement or statement on any check, or any letter accompanying any check or payment purporting to be an accord and satisfaction, the payment shall be deemed a partial payment, and Landlord may accept such check or payment without prejudice to landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

I. **Liability:** The obligations of Landlord under this Lease do not constitute personal obligations of Landlord, its directors, officers, employees or shareholders. Tenant shall look solely to Landlord's interest in the Premises and to no other assets of Landlord for satisfaction

of any liability in respect to this Lease, and shall not seek any recourse against Landlord's directors, officers, employees or shareholders.

J. **Choice of Law:** This Lease shall be governed by the laws of the state where the Premises are located.

K. **Survival:** No expiration or termination of this Lease shall serve to relieve Tenant of any liability or obligations hereunder arising prior to such expiration or termination.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.

LANDLORD AND TENANT, by their execution below, indicate their agreement and consent to the terms of this Lease.

BAMF, LLC

By: [Signature]  
Daniel M. Sadd, Member

LAKE ERIE INTERNATIONAL HIGH SCHOOL, INC.

By: [Signature]  
Its: Board President

STATE OF OHIO )  
 ) SS  
COUNTY OF FRANKLIN )

BEFORE ME, a Notary Public in and for said county and state, appeared DANIEL M. SADD as Member of BAMF, LLC., an Ohio limited liability company, who acknowledged that he executed the foregoing and that the same was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Camel Walk, Ohio, this 23 day of June 2020.

Christine M Evans  
Notary Public  
My Commission Expires: 2/16/24



CHRISTINE M EVANS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 02/16/24

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said county and state, appeared TERRY WALKER the President of LAKE ERIE INTERNATIONAL High School, Inc., an Ohio not-for-profit corporation, who acknowledged that (s)he executed the foregoing and that the same was his/her free act and deed, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Pepper Pike, Ohio, this 27th day of April, 2020.

April Hart, Esq.  
Notary Public  
My Commission Expires: N/A



Exhibit "A"

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being part of Sublots 5, 6, 7, and 19 in Hugh McMillan's Subdivision of part of Original Brooklyn Township Lots 9 and 10 as shown by the plat recorded in Volume 15, Page 10 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at an iron monument used in the centerline of Detroit Avenue, 66 feet wide, at its intersection with the centerline of West 117<sup>th</sup> Street, 80 feet wide;

Thence South 71 degrees 31 minutes 20 seconds East along the centerline of Detroit Avenue, 42.17 feet to a point;

Thence due North, 34.79 feet to a point in the northerly line of Detroit Avenue at its intersection with the easterly line of West 117<sup>th</sup> Street, and the principal place of beginning of the parcel herein described, and from which point a drill hole set bears North 71 degrees 31 minutes 20 seconds West, 0.50 feet;

Thence due North along the easterly line of West 117<sup>th</sup> Street, 73.65 feet to its intersection with the southerly line of a parcel of land conveyed to Samuel K. & Ruth J. Lim by deed recorded in Volume 94-10680, Page 46 of the Official Records of Cuyahoga County, and from which point a drill hole set bears South 89 degrees 44 minutes 40 seconds West, 0.50 feet;

Thence North 89 degrees 44 minutes 40 seconds East along the southerly line of said land conveyed to Samuel K. & Ruth J. Lim, 33.78 feet to an angle point, therein;

Thence South 0 degrees 09 minutes 40 seconds West along the southerly line of said land conveyed to Samuel K. & Ruth J. Lim, 0.73 feet to an angle point, therein;

Thence South 89 degrees 57 minutes 30 seconds East along the southerly line of said land conveyed to Samuel K. & Ruth J. Lim, 22.93 feet to its intersection with the easterly line of said land so conveyed, and from which point a nail set bears North 0 degrees 15 minutes 15 seconds East, 1.00 feet;

Thence North 0 degrees 15 minutes 15 seconds East along the easterly line of said land conveyed to Samuel K. & Ruth J. Lim, 69.65 feet to a nail set at its intersection with the northerly line of said land so conveyed;

Thence South 89 degrees 38 minutes 05 seconds West along the northerly line of said land conveyed to Samuel K. & Ruth J. Lim, 16.67 feet to a nail set at an angle point, therein;

Thence due South along the northerly line of said land conveyed to Samuel K. & Ruth J. Lim, 4.75 feet to a nail set at an angle point, therein;

Thence South 89 degrees 38 minutes 05 seconds West along the northerly line of said land conveyed to Samuel K. & Ruth J. Lutz, 40.35 feet to its intersection with the easterly line of West 117<sup>th</sup> Street, and from which point a drill hole set bears South 89 degrees 38 minutes 05 seconds West, 0.50 feet;

Thence due North along the easterly line of West 117<sup>th</sup> Street, 62.41 feet to a railroad spike set at its intersection with the southerly line of Parcel 1 of land conveyed to Fairchild Management Company by deed recorded as A.F.N. 200601240497 of Cuyahoga County Records;

Thence due East along the southerly line of said land conveyed to Fairchild Management Company, 140.03 feet to an iron pin set at its intersection with the westerly line of Parcel 1 of land conveyed to Fairchild Management Company by deed recorded in Volume 94-9367, Page 32 of the Official Records of Cuyahoga County;

Thence due South along the westerly line of said land conveyed to Fairchild Management Company, 16.25 feet to an iron pin set at its intersection with the southerly line of said land so conveyed;

Thence due East along the southerly line of said land conveyed to Fairchild Management Company, 25.00 feet to an iron pin set at its intersection with the westerly line of Parcel 2 of said land so conveyed;

Thence due South along the westerly line of said land conveyed to Fairchild Management Company, 38.95 feet to an iron pin set at its intersection with the northerly line of a parcel of land conveyed to David R. Grimmer by deed recorded in Volume 92-1790, Page 26 of the Official Records of Cuyahoga County;

Thence North 71 degrees 30 minutes 29 seconds West along the northerly line of said land conveyed to David R. Grimmer, 63.20 feet to an iron pin set at its intersection with the westerly line of said land so conveyed;

Thence due South along the westerly line of said land conveyed to David R. Grimmer, 199.97 feet to a nail set at its intersection with the northerly line of Detroit Avenue;

Thence North 71 degrees 31 minutes 20 seconds West along the northerly line of Detroit Avenue, 105.81 feet to the principal place of beginning, and containing 20,482 square feet or 0.4702 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2007.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

## LEASE AGREEMENT

THIS LEASE ("Lease"), is made this 24<sup>th</sup> day of April, 2013 (the "Effective Date") by and between BAMF, LLC, an Ohio limited liability company ("Landlord") and Lake Erie International High School, an Ohio non-profit corporation ("Tenant").

### WITNESSETH:

1. DEMISED PREMISES: Landlord for and in consideration of the covenants and agreements hereinafter set forth and the "Rent" (which term includes both Base Rent and all Additional Rent), has leased, and does hereby lease, to Tenant the land described on Exhibit A attached hereto together with the building situated thereon containing approximately 8,700 square feet (collectively the "Premises") known as 11650 Detroit Avenue, Cleveland, Ohio.

2. TERM; CONDITIONS PRECEDENT; LANDLORD'S WORK:

a. This Lease has a term of eight (8) years (or until such term shall sooner cease and expire as hereinafter provided) (the "Term") commencing upon Delivery of Possession (as defined in Section 2(c) below) (the "Commencement Date") and ending on the expiration of the eighth (8th) Lease Year thereafter. "Lease Year" as used herein shall mean with respect to the first year, the period beginning on the Commencement Date and ending on the last day of the twelfth full calendar month after the Commencement Date and, thereafter, each successive twelve (12) month period occurring during the Term.

b. Notwithstanding anything to the contrary in this Lease, Tenant may terminate this Lease upon written notice to Landlord delivered within the first thirty (30) days following the Effective Date, if Tenant determines as a result of its due diligence investigations that the Premises is not a suitable investment for its purposes (a "Termination Notice"). If a Termination Notice is timely given, this Lease shall terminate and neither party shall have any further liability hereunder. Tenant's right to terminate shall automatically expire at the end of such thirty (30) day period.

c. Landlord shall perform the improvements to the Premises described on Exhibit B attached hereto ("Landlord's Work"). Landlord will use commercially reasonable efforts to substantially complete Landlord's Work and deliver possession of the Premises ("Delivery of Possession") by August 1, 2013. "Substantially complete" shall mean all work except for punch-list work. "Punch-list" shall mean minor items that are capable of completion within thirty (30) days. To allow for Tenant's possession in such substantially completed state while punch-list work by Landlord remains to be completed, Tenant shall not be deemed to have accepted such punchlist work without written acceptance from Tenant that all such work has been completed. If, for any reason except to the extent due to an Event of Force Majeure or due to a delay caused by Tenant, Delivery of Possession does not occur by August 1, 2012, Tenant shall receive a rent credit in the amount of \$500 per day for every day after August 1, 2013 that Delivery of Possession does not occur. If, for any reason except to the extent due to a delay caused by Tenant, Delivery of Possession does not occur by the August 30, 2013, then Tenant may terminate this Lease by written notice to Landlord any time prior to Landlord's actual Delivery of Possession, in which case, the Security Deposit shall be returned to Tenant.

3. RENT:

a. Tenant shall pay as "Base Rent" for each Lease Year during the Term the annual sum of One Hundred Thirty-nine Thousand Two Hundred and No/100 Dollars (\$139,200.00) paid monthly on the first day of the month in the amount of Eleven Thousand Six Hundred and No/100 Dollars (\$11,600.00). The monthly rent shall include an amount equal to 1/96<sup>th</sup> of the cost of Landlord's Work and Broker's commission representing amortization of such costs over the initial eight year Term. In addition, if the Commencement Date is not on the first day of a month, the first Lease Year shall include a prorated Base Rent equal to for the number of days remaining in the initial month times \$381.37.

Installments of Rent are due and payable in advance beginning on the Commencement Date and continuing on the first day of each and every month during the Term, without offset or deduction, to Landlord at the address set forth in Paragraph 26 or at such other place as Landlord may hereafter designate in writing. Notwithstanding the foregoing, the first month's installment of Rent is due at a rate of two thousand nine hundred dollars (\$2,900) payable on May 1, 2013, June 1, 2013, July 1, 2013 and August 1, 2013. Rent checks are to be made payable to Landlord, or such other person, firm or corporation as Landlord may designate in writing.

i. In addition to Base Rent, Tenant shall pay to Landlord, as Additional Rent, all Operating Expenses of the Premises. The term "Operating Expenses" shall mean any and all expenses incurred by Landlord and approved in advance by Tenant in connection with the servicing, operation, maintenance and repair of the Premises except for expenses incurred by Landlord under Section 5(a) below.

ii. Tenant agrees to pay, as further Additional Rent, all real estate taxes of every kind, character and description (as used in this Lease, "real estate taxes" includes, without limitation, ad valorem, transit, rental, use and occupancy taxes, vault charges, water rents, , charges in substitution of real estate taxes and special assessments, if any), levied and assessed upon the Premises, including any costs of tax contests instituted by Landlord; provided, however, Tenant represents to Landlord that Tenant is exempt from all Ad Valorem taxes including real estate property taxes under Ohio law. Landlord shall be responsible for filing appropriate applications on a timely basis to secure such exemption and Tenant shall not be responsible for property taxes if such exemption is otherwise available but is lost solely because Landlord fails to apply for such property tax exemption. The Tenant shall not be required to pay any taxes assessed for a period prior to the commencement of the Term or after the expiration of the Term.

iii. Within twenty (20) days after the delivery of any statement reflecting actual amounts due for any of the foregoing items (including any statement delivered after the expiration or termination of the Term), Tenant shall pay to Landlord, as Additional Rent, an amount equal to 100% of Operating Expenses. Operating expenses that are excessive such that Tenant cannot reasonably satisfy within one month shall be negotiated in installment amounts agreeable to both parties as Additional Rent. Such statements shall be billed and delivered to Tenant on a monthly basis during any Lease Year or calendar year.

All sums due and payable by Tenant under this Lease other than Base Rent are "Additional Rent", whether or not so called in the text of this Lease. Any Additional Rent for which no time for payment is specified in this Lease shall be due and payable within twenty (20) days after demand is made therefor.

a. All Rent, whether Base Rent or Additional Rent, is due and payable in full without demand, deduction or set-off and Tenant's obligation to pay the same shall survive the expiration or other termination of this Lease. Tenant's covenant to pay Rent is an independent covenant.



b. Rent shall be equitably pro rated for any partial month or Lease Year or calendar year, as the case may be, during the Term.

4. USE OF PREMISES: The Premises shall be used by Tenant during the Lease Term for the operation of a charter school, licensed and funded by the State of Ohio, to provide education services and related activities and for no other purpose.

5. UPKEEP OF PREMISES:

a. Landlord covenants and agrees, at its expense without reimbursement or contribution by Tenant, to keep, maintain in good condition and repair, the roof, , load-bearing walls and floor slabs, foundation, underground plumbing and HVAC servicing the Premises.

b. In addition, as part of Landlord's Work, Landlord shall resurface all parking at landlord's expense and after which any maintenance of the parking area will be completed by Landlord but only after Tenant has approved the cost thereof as an Operating Expense subject to reimbursement by Tenant under Section 3 (a)(i) above.

c. Except as is Landlord's responsibility, under Section 5(a) and 5(b) above, Tenant shall maintain, repair and replace when necessary all elements of the Premises so as to keep the Premises in good order and condition, and in compliance with all legal requirements and will, at the expiration or other termination of the Term surrender and deliver up the Premises and all fixtures contained therein in like good order and condition as the same now is or shall be at the commencement of the Term, ordinary wear and tear and insured damage excepted. Maintenance and repair of equipment outside the Premises if serving only the Premises or in the Premises, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant. Landlord shall have no obligation in connection therewith. Tenant shall maintain service contracts reasonably acceptable to Landlord for this purpose. Except as set forth in Section 5(a) above, Landlord shall not be required to make any improvements, replacements or repairs of any kind or character on the Premises during the Term.

6. SUBLETTING AND ASSIGNMENT: Tenant will not sublet the Premises or any part thereof or transfer possession or occupancy thereof to any person, firm or corporation except to related entities operating as a charter school similar to Tenant or transfer or assign or mortgage this Lease, nor shall any assignment or subletting hereof except to related entities be affected by operation of law or otherwise without Landlord's prior consent, which consent may be withheld or conditioned in Landlord's sole discretion. A sale or other conveyance of any sort of all or substantially all of the assets of Tenant relating to the Premises, or of a sufficient amount of the stock ownership in Tenant to constitute a change in control, or of any general partnership interest in Tenant if Tenant is a partnership, whether directly or indirectly, shall constitute an assignment under this Paragraph. If Tenant desires to sublet the Premises or if Tenant desires to transfer or assign this Lease, Tenant shall give to the Landlord thirty (30) days written notice of Tenant's intention to do so. In no event whatsoever, and without limiting Landlord's right to reject any proposed sublease or assignment, shall this Lease be assigned in part or the Premises subleased in part, without Landlord's prior written consent. Tenant acknowledges that the provisions of this Paragraph 6 are a primary inducement to Landlord entering into this Lease.

7. INSURANCE:

(a) Tenant will not do or permit anything to be done in the Premises or bring or keep anything therein which shall in any way increase the rate of fire or other insurance on the Premises, or on the property kept therein or conflict with any insurance policy upon the Premises or any part thereof, or

with any statutes, rules or regulations enacted or established by the appropriate governmental authorities, subject to Tenant's permitted use of the Premises as set forth herein.

(b) Tenant shall carry liability insurance coverage and workers compensation insurance. Specifically, Tenant shall procure commercial general liability insurance (written on an occurrence basis) (including bodily and personal injury, broad form property damage and blanket contractual liability insuring Tenant's liability for loss of, or damage to, property and injury to or death of third parties with a limit of at least One Million Dollars (\$1,000,000) combined single limit bodily injury, and One Million Dollars (\$1,000,000) property damage for each occurrence. All insurance must be issued by companies and be in amounts satisfactory to Landlord in its reasonable discretion, include waivers of subrogation, provide that it may not be canceled except upon at least thirty (30) days written notice to Landlord, and name Landlord, and any mortgagee of the Premises as a named insured or loss payee, as appropriate. Evidence of such insurance must be delivered to Landlord before Tenant may enter the Premises and must be provided not less frequently than the first day of each Lease Year thereafter. Landlord may require that such policy limits be increased during the Term as shall be customary for the industry from time to time.

(c) Landlord shall maintain property coverage on the Premises including but not limited to fire and extended coverage insurance insuring the Premises to its full replacement value.

(d) Notwithstanding any other provision of this Lease, Landlord and Tenant agree, provided such agreement does not invalidate any policy of insurance, that, in the event the Premises, any part or parts thereof, or the fixtures, merchandise or personal property therein are damaged or destroyed by fire or other casualty that is covered by insurance of Tenant or Landlord or the permitted sublessees, assignees or transferees of Tenant under a standard fire, extended coverage or "all-risk" policy, regardless of origin, the rights, if any, of any party against the other, or against the employees, agents or licensees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom, including the interruption of the business, are hereby waived to the extent of any recovery under said insurance.

#### 8. ALTERATIONS:

(a) Tenant will not make any alterations, installations, changes, replacements, additions, or improvements (each an "Alteration") in or to the Premises or any part thereof; provided, however, that Landlord's consent shall not be required for Alterations that do not affect the structural, mechanical, electrical, hydraulic, plumbing, heating, ventilating or air conditioning systems, or the roof, serving the Premises. All Alterations, including wall to wall carpet, in the Premises (whether with or without Landlord's consent), shall at the election of Landlord remain in the Premises and be surrendered with the Premises at the expiration of this Lease without disturbance, molestation or injury. Should Landlord elect that Alterations made by Tenant in the Premises be removed upon expiration or termination of this Lease, Tenant hereby agrees to cause same to be removed and to repair any damage caused thereby and restore the Premises at Tenant's sole cost and expense and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same and to repair and restore as set forth above.

(b) Alterations by Tenant shall be coordinated with any work being performed by Landlord. As further conditions to Landlord's approval of any proposed Alterations or additions by Tenant which are to be made by a contractor, Tenant shall cause all contractor(s) and subcontractor(s) to carry workmen's compensation insurance in statutory amounts, builder's risk insurance and comprehensive public liability insurance with limits as approved by Landlord, and Tenant shall deliver to Landlord certificates of all such insurance. Tenant's work shall be performed in a first-class and lien-free manner. Tenant shall not be Landlord's agent for purposes of this work and Tenant shall be solely responsible for any mechanics' or materialmen's lien arising therefrom; Tenant shall pay, bond or otherwise release of record any such lien within ten (10) days after receiving notice of its existence.

(c) Tenant shall be given keys to the Premises on the Commencement Date and may begin to install Tenant's work on such date, provided that Tenant shall submit all plans and specifications to Landlord related to any work to be performed on the Premises following the Commencement Date, and such work may not commence until such time as Landlord has approved in writing such plans and specifications, in its sole discretion.

(d) Except for Landlord's Work, Landlord is delivering the Premises to Tenant in their "AS IS" condition, without any representation or warranty of any kind, express or implied, as to their condition and without any obligation to perform any further work or to pay any third party or Tenant to perform any further work.

9. TENANT'S COVENANTS AND REPRESENTATIONS: Tenant further agrees that:

(a) Landlord shall have the right to prescribe the weight and method of installation and position of safes or other heavy fixtures or equipment and Tenant will not install in the Premises any fixtures, equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry;

(b) Tenant shall be allowed such signage permitted by local governmental authorities, such signage to be erected and maintained at Tenant's sole cost and expense;

(c) Tenant, at Tenant's expense, shall: keep any garbage, trash, rubbish or refuse in rat-proof containers within the interior of the Premises until removed; have such garbage, trash, rubbish and refuse removed from the Premises at least on a weekly basis; keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; and not permit any accumulations of garbage, trash, refuse, rubbish or other refuse within or outside of the Premises; and

(d) Landlord's property shall not be subject to liens for work done or materials used on the Premises made at the request of, or on order of or to discharge an obligation of, Tenant. This paragraph shall be construed so as to prohibit, in accordance with the provisions of state law, the interest of Landlord in the Premises or any part thereof from being subject to any lien for any improvements made by Tenant or any third party on Tenant's behalf (except Landlord) to the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of lien by a party engaged by Tenant or Tenant's contractor or material men to work on the Premises shall be filed against the Premises or any part thereof, Tenant, within ten (10) days after filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

10. ACCESS: Tenant further agrees that it will allow Landlord, its agent or employees or any mortgagee, to enter the Premises at all reasonable times, subject to school hours of operation: to examine, inspect or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs to the Premises or other premises as Landlord may deem necessary; to exhibit the same to prospective tenants during the last nine (9) months of the Term or following the commencement of any action to evict Tenant, even if the Term has not been terminated; and to exhibit the same to prospective and actual mortgagees, purchasers and brokers at any time during the Term.

11. COMPLIANCE WITH LAWS; NUISANCE: Tenant will not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified and will not manufacture any commodity therein. Tenant shall comply with all federal, state and local laws, ordinances and rules regarding its use of the Premises. Tenant shall be responsible at its own cost for complying with the provisions of the Americans With Disabilities Act or any similar federal or Ohio statute, law, ordinance, or code, as they may be amended from time to time, and the rules and regulations which may be adopted thereunder from time to time, as the same may be applicable to Tenant's own use of the Premises or as may be necessary or appropriate as the result of any Alteration. In no event shall

Tenant use the Premises to store, generate, transport or otherwise deal in any substance or material which is regulated by any federal or Ohio statute, law, ordinance, code, rule or regulation governing the environment. Landlord's approval of any Alteration or other act by Tenant shall not be deemed to be a representation by Landlord that said Alteration or act complies with applicable law, and Tenant shall remain solely responsible for such compliance. Notwithstanding the expiration or other termination of this Lease, Tenant shall defend, indemnify and hold Landlord and Landlord's mortgagees harmless from and against any claim, demand, suit, action, proceeding, damage, liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees), foreseen or unforeseen, arising from any violation of the preceding sentences; the provisions of this sentence shall survive the expiration or other termination of this Lease.

12. RULES AND REGULATIONS: Tenant covenants that such rules and regulations as Landlord and Tenant may mutually agree and which in Landlord's judgment are needful for the general well being, safety, care and cleanliness of the Premises shall be faithfully kept, observed and performed by Tenant, and by its agents, servants, employees and guests unless waived in writing by Landlord. The rules and regulations in effect as of the date of this Lease are attached hereto as Exhibit C, and incorporated herein by this reference. In the event of any conflict or inconsistency between said rules and regulations and the other terms of this Lease, other terms of this Lease shall control.

13. DAMAGE: All injury to the Premises caused by moving the property of Tenant into or out of the same and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by Tenant at the expense of Tenant. In the event that Tenant fails to do so, then Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any charge or cost so incurred by Landlord shall be paid by Tenant as Additional Rent. This provision shall be construed as an additional remedy granted to Landlord and Landlord's mortgagees and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

14. PERSONAL PROPERTY: All personal property of Tenant in the Premises shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damages to property of Tenant resulting from the use or operation of the heating, cooling, electrical, mechanical, hydraulic, plumbing or other systems or components of the Premises. Landlord shall not, in any event, be liable for damages to property resulting from water, steam, or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. This provision does not restrict recovery by Tenant for accidents or damages covered under Landlord's applicable insurance coverage as referred to in paragraph 7 (c) above. Landlord shall not be liable in damages, nor shall this Lease be affected, for conditions arising or resulting from construction of contiguous premises. The foregoing does not exculpate Landlord from its or default hereunder.

15. LIABILITY FOR TENANT'S OPERATIONS: Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises. Landlord shall not be liable for any accident or injury to any person or persons or property in or about the Premises which are caused by the conduct and operation of said business or by virtue of equipment or property of Tenant in the Premises. Tenant agrees to defend, indemnify and hold Landlord and Landlord's mortgagees harmless from and against all such claims (including, without limitation, reasonable attorneys' fees). The foregoing does not exculpate Landlord from its gross negligence or willful misconduct or Landlord's default hereunder.

16. SERVICES:

(a) From and after the Commencement Date, Tenant shall obtain the normal utility service connections into the Premises. Tenant shall pay the cost of all utility service, including, without limitation, initial connection charges, all charges for gas, water and electricity used on the Premises, and for all above-ground plumbing, interior cleaning/janitorial, and for all electric light lamps or tubes. Tenant shall pay all costs caused by Tenant introducing excess pollutants into the sanitary sewer system. Landlord shall have no obligations with respect to utility service whatsoever.

(b) Except as set forth in Section 5(a) above, Tenant shall be required to pay for any services, supplies or upkeep in connection with the Premises, including, without limitation:

- (i) Exterior and interior cleaning, snow and rubbish removal;
- (ii) Lawn and landscaping;
- (iii) Non-structural exterior and interior repairs or maintenance;
- (iv) Permits/licensing or any similar authorization required to operate Tenant's intended business;
- (v) Maintenance of any parking areas; and
- (vi) Premises security services.

17. **BANKRUPTCY:** If Tenant shall make an assignment of its assets for the benefit of creditors, or if Tenant shall file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy or for receivership be instituted against Tenant and the same be not dismissed within ninety (90) days of the filing thereof, or if Tenant be adjudged bankrupt, then and in any of said events, to the extent permitted by law, this Lease shall immediately cease and terminate at the option of Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the Term.

18. **DEFAULTS & REMEDIES:** It is agreed that if Tenant shall fail to pay the Rent, or any installment thereof, within five (5) days after the same shall become due and payable and Tenant has failed to cure within five (5) days after written notice from Landlord including payments pursuant to paragraph 25 or if Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions, and agreements herein contained on the part of Tenant to be kept and performed within fifteen (15) days after notice thereof from Landlord, or if the Premises shall become vacant or deserted, then, and in each and every such event, at the option of Landlord, Tenant's right of possession shall thereupon cease and terminate, and to the extent permitted by law Landlord shall be entitled to the possession of the Premises and to re-enter the same without demand of Rent or demand of possession and may forthwith proceed to recover possession of the Premises by process of law, ANY NOTICE TO QUIT OR OF INTENTION TO RE-ENTER THE SAME BEING HEREBY EXPRESSLY WAIVED BY TENANT. In the event of such re-entry by process of law or otherwise, Tenant nevertheless agrees to remain responsible for any and all damage, deficiency or loss of Rent which Landlord may sustain by such re-entry, including reasonable attorneys' fees and court costs; and in such case, Landlord shall use reasonable efforts which are hereby acceded to by Tenant, to relet the Premises for the benefit of Tenant, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provision of this Lease. In addition to the foregoing remedies, Landlord shall also have the following remedies to the extent permitted by law and all other remedies afforded to it at law or in equity, all of which shall be cumulative: to terminate this Lease; to declare due and payable all Rent for the unexpired Term as and when the same becomes due and payable to accelerate the Rent for the remainder of the Term and declare it all immediately due and payable with a present value discount two (2) percentage points below the prime rate (but not at a rate less than zero (0) percent) published in The Wall

Street Journal on the date Landlord elects said remedy; and to bring an action for specific performance, injunction, or other equitable relief to prevent any threatened or impending default or to end any existing default. In addition, Landlord may perform any obligation which Tenant has failed to perform, all at the cost of Tenant as Additional Rent payable upon demand.

Tenant shall also pay an amount equal to equal to the unamortized cost of Landlord's Work and broker commissions and all expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord following a default; the same shall be Additional Rent payable upon demand. In determining the Rent due for the balance of the Term, all Additional Rent shall be determined by projecting into the future the Additional Rent payable on the date of default increasing by a compounding five percent (5%) per Lease Year. No waiver of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent of lesser amount than the amount due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

19. DAMAGE BY FIRE OR CASUALTY: In the event of damage or destruction of the Premises by fire or any other casualty, this Lease shall not be terminated unless Landlord determines that it will take it more than ninety (90) days to repair and restore the Premises to the same condition they are in on the date hereof, in which event Landlord or Tenant may terminate this Lease by notice to Tenant. Nothing in this Lease shall be construed as requiring Landlord to spend more than the net proceeds of any insurance available to it for any restoration, repair or rebuilding. If this Lease is not so terminated, Landlord shall perform the foregoing restoration and repair and Tenant shall refixture Tenant's personal property at its own expense. Due allowance, however, shall be given for a reasonable time required for adjustment and settlement of insurance claims and for such other delays as may result from government restrictions and controls on construction, if any, and for strikes, national emergencies, and other conditions beyond the control of the parties. It is agreed that unless terminated as aforesaid this Lease shall continue in full force and effect, but if the condition is such as to make the entire Premises untenable, then Base Rent shall abate as of the date of the occurrence until thirty (30) days after the Premises have been restored by Landlord as set forth above. Any unpaid or prepaid Base Rent for the month in which said condition occurs shall be pro-rated. If the Premises are partially damaged or destroyed, then during the period that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Base Rent covering only that part of the Premises that it is able to occupy, based on that portion of the total Base Rent which the amount of square foot area remaining that can be occupied bears to the total square foot area of all the Premises. Except where provided in this Section, no other compensation, or claim, or diminution of Rent will be allowed or paid by Landlord by reason of inconvenience, annoyance, or injury to business arising from any such fire or other casualty or the necessity of repairing the Premises, however the necessity may occur.

20. RIGHTS OF LENDERS AND PURCHASERS: This Lease is subject and subordinate to all of the terms and provisions and liens of all mortgages and/or deeds of trust (hereinafter collectively referred to as "mortgages") which may now or hereafter affect this Lease or the Premises, and to all written and noticed, renewals, modifications, consolidations, replacements, amendments and extensions thereof; provided that, so long as Tenant is in compliance with all of its obligations hereunder, Tenant's right to possess and use the Premises as set forth in this Lease shall not be disturbed by the exercise of any remedies under such mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee (as used in this Lease, "mortgagee" includes any mortgagee under a mortgage, any beneficiary or trustee under a deed of trust, and any lender or other secured party under a deed

to secure debt or other instrument similar to any of the foregoing). In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Notwithstanding the foregoing, a mortgagee shall have the right to recognize this Lease and, in the event of any foreclosure or similar sale or deed in lieu thereof under such mortgage, this Lease shall continue in full force and effect at the option of the mortgagee (or the purchaser at any such foreclosure sale). Tenant covenants and agrees that it will, at the written request of the mortgagee (or the purchaser at any such foreclosure sale), execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said mortgage to this Lease. In any case, such mortgagee, landlord or successor shall not be bound by any prepayment on the part of Tenant of any Rent for more than one month in advance, so that Rent shall be payable under this Lease in accordance with its terms as if such prepayment had not been made; nor shall any such mortgagee, landlord or successor be liable for any default under this Lease by any predecessor Landlord or subject to any counterclaim, set-off or defense as a result of any such default. At any time and from time to time, upon the request and at the sole and exclusive option of any successor to Landlord's interest, Tenant covenants and agrees to attorn to any successor to Landlord's interest, whether such successor acquires its interest by voluntary conveyance, foreclosure, deed in lieu of foreclosure, or any other method, and in that event this Lease shall continue as a direct lease between Tenant and such landlord or its successor and the prior Landlord shall be released from all obligations and liability under this Lease arising after the date of transfer.

21. **CONDEMNATION:** Tenant agrees that if the Premises or any part thereof shall be taken or condemned for public or quasi-public use or purpose by any competent authority, or conveyed in lieu of being taken or condemned, Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded to Landlord as damages or paid as a result thereof. Upon such condemnation or taking, or conveyance in lieu thereof, the Term shall terminate from the date of such governmental taking or condemnation, or conveyance in lieu thereof, and Tenant shall have no claim against Landlord for the value of any unexpired Term. Nothing in this Paragraph shall limit or affect Tenant's right to seek any separate award from the condemning authority as long as Tenant does not thereby reduce, delay or in any other way affect Landlord's claim or award.

22. **SUCCESSORS:** It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to their respective heirs, executors, administrators, successors and permitted assigns.

23. **TENANT HOLDOVER:** If Tenant shall continue to remain in the Premises after the termination or expiration of the Term, then and in that event Tenant shall become a tenant by the month at 125% of the Base Rent per month payable for the last month before the expiration or termination of the Term plus all Additional Rent that may be incurred during any such holdover, but in no event less than the then market rent for the Premises, together with any losses incurred by Landlord to any successor tenant. Holdover Rent shall commence with the first day following the end of the Term. During any holdover each party shall be required to give the other at least thirty (30) days written notice to quit the Premises. Provided, however, that in the event that Tenant shall hold over after the expiration of the Term hereby created, and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Term, then at any time prior to Landlord's acceptance of Rent from Tenant as a monthly tenant hereunder, Landlord, at its option, may forthwith re-enter and take possession of the Premises by any legal process in force. Force majeure shall not be an excuse for any holding over by Tenant.

24. **PRONOUNS:** Feminine, masculine or neuter pronouns shall be substituted for each other, and the plural shall be substituted for the singular number and vice versa in any place in which the context may require such substitution.

25. **LATE PAYMENT:** If Tenant fails to pay any Rent on or before the fifth (5th) day after such payment becomes due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such overdue payment. In addition, any Rent not paid within thirty (30) days of its due date shall bear interest at the lesser of eight percent (8%) per annum or the maximum rate allowed by law until paid. Acceptance of the foregoing sums shall not constitute a waiver of the default.

26. **NOTICES:** All notices required or desired to be given hereunder by either party to the other shall be given by hand, by overnight courier or by certified or registered mail. Notices shall be effective upon receipt (refusal to accept delivery or the inability to make delivery due to an incorrect or outdated address being provided by the intended recipient shall constitute receipt). Notices to the respective parties shall be addressed as follows:

If to Landlord:           BAMF, LLC  
                                  c/o Daniel M. Sadd  
                                  100 South 4<sup>th</sup> Street, Suite 100  
                                  Columbus, Ohio 43215

If to Tenant:             Lake Erie International High School  
                                  Attn: Board President  
                                  11650 Detroit Ave  
                                  Cleveland, OH 44102

With a copy to            April Hart, Board Counsel  
                                  2529 Canterbury Rd  
                                  Cleveland Heights, OH 44118

Either party may, by like written notice, designate a new address or addressee to which notices shall be directed. A copy of any notice given to Landlord shall also be given to any mortgagee of whose existence Landlord or such mortgagee has given Tenant notice. Notices may be given by authorized agents or attorneys on behalf of a party.

27. **ESTOPPEL CERTIFICATES:** Within ten (10) days after request therefor by Landlord or any mortgagee of the Premises, Tenant shall execute and deliver estoppel certificates certifying, among other things: the text of this Lease and any amendments thereto; whether this Lease has been amended and, if so, the date of each such amendment; whether this Lease is in full force and effect and, if not, the reason therefor; whether any default or any situation which could be a default after the giving of notice or the expiration of any cure period (or both) exists under this Lease on the part of Landlord or Tenant and, if so, specifying the default or potential default; whether Tenant has taken possession of the Premises; whether the Premises have been completed in accordance with the terms of this Lease and all bills therefor paid and, if not, what remains to be done or paid; the Commencement Date and the expiration date of the Term; whether Tenant has any renewal options, expansion options, or rights to purchase and, if so, identifying the conditions and periods when they may be exercised; the date Rent commenced to accrue and the date to which Rent has been paid; whether any security deposit has been posted; whether Tenant has any knowledge or any environmental problem affecting the Premises; and such other matters as may be reasonably requested.

28. **NO PERSONAL LIABILITY FOR NEGLIGENCE OR UNINTENTIONAL ACTS:** Notwithstanding any provision of this Lease to the contrary or any general rule of law, in no event whatsoever shall Landlord or any of its shareholders, partners, directors, officers, employees, members, agents or other principals have any personal liability whatsoever with respect to this Lease and no such personal liability shall be sought, obtained or enforced unless there is evidence of intentional negligence, gross negligence, willful misconduct or criminal acts thereby causing damage or injury to Tenant, its employees and invitees. Otherwise, all



unintentional or otherwise negligent acts caused by Landlord under this Lease shall be enforced solely against Landlord's equity interest in the Premises and no other properties or assets of Landlord shall be subject to this Lease.

29. **BROKERS:** Each party represents and warrants to the other that it has not engaged or used any broker or finder in connection with this Lease except for CBRE Inc. and Cardinal Commercial Real Estate. Landlord shall be responsible for paying said broker(s) pursuant to a separate agreement between Landlord and said broker(s). Each party shall defend, indemnify and hold the other party harmless from and against any breach by the indemnifying party of the representation and warranty set forth in the first sentence of this Paragraph. No broker is a third party beneficiary of this Lease.

30. **COMPLETE AGREEMENT; NO ORAL MODIFICATIONS:** This Lease represents the complete and integrated agreement of the parties with respect to the Premises and, except as set forth herein, there are no other agreements, covenants, representations or warranties (express or implied) between the parties. Nothing in this Lease shall be deemed or construed to create a partnership or joint venture or to create any relationship other than landlord and tenant. This Lease may not be amended except by a written document signed by the party to be bound thereby.

31. **GOVERNING LAW AND RULES OF INTERPRETATION:** This Lease shall be governed by the laws of the State of Ohio and each party submits itself to the jurisdiction of the federal and local courts sitting in the State of Ohio and to venue in Cuyahoga County. It is the intent of the parties that this Lease be enforceable to the fullest extent permitted by law. If any provision of this Lease is capable of two or more interpretations or can be reformed so as to comply with applicable law while giving effect to the intent of such provision, then such provision shall be interpreted in the way most likely to be in compliance with applicable law. This Lease was negotiated by and between Landlord and Tenant and shall not be construed either for or against Landlord or Tenant.

32. **HAZARDOUS MATERIALS:**

(a) For purposes of this Lease: "CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; "Hazardous Material" or "Hazardous Materials" means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum-related product), flammable explosives, radioactive materials, any substance defined or designated as a "hazardous substance," under Sections 101(14) and 102 of CERCLA; "Release" shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and "Environmental Law" or "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter by in effect and as amended from time to time, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: CERCLA; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA").

(b) Tenant hereby covenants and agrees that: no activity shall be undertaken on the Premises, nor shall any activity be undertaken within the Premises by Tenant or its agents, employees or contractors, which would in either event cause (A) the Premises to become a hazardous waste treatment, storage or disposal facility regulated or subject to regulation under any Environmental Law, (B) a Release of any Hazardous Material into the environment at, on, in, under, above, through, or surrounding the Premises or (C) the discharge of pollutants or effluents into any water source or system, which would require a permit under any federal law, state law, local ordinance or any other Environmental Law

pertaining to such matters; Tenant shall at its sole cost and expense comply with, and ensure compliance by all other parties with, all applicable Environmental Laws relating to or affecting the Premises, and Tenant shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws arising out of Tenant's use of the Premises, all at Tenant's sole cost and expense; Tenant will, at Tenant's sole cost and expense, obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with all applicable Environmental Laws (the "Permits") and Tenant at all times remain in full compliance with the terms and provisions of the Permits; Tenant shall immediately give Landlord oral and written notice in the event that Tenant receives any communication from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises or otherwise with respect to Tenant's use and occupancy of the Premises or the operation of Tenant's business therein; and Tenant shall, at Tenant's sole cost and expense, conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises, in accordance with all applicable Environmental laws.

(c) Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless from and against any and all liens, demands, suits, actions, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Landlord and/or the Premises for, with respect to, or as a direct or indirect result of: the Release or presence from, in, on, over or under the Premises of any Hazardous Materials regardless of quantity where caused by Tenant or its agents, employees or contractors; the violation of any Environmental Laws relating to or affecting the Premises or Tenant, where caused by or within the control of Tenant or its agents, employees or contractors; and the failure by Tenant to comply fully with the terms and provisions of this Paragraph 32; provided, however, that nothing contained in this Paragraph 32 shall make Tenant liable or responsible for conditions existing prior to the commencement of the Term of this Lease or first occurring after the expiration of the Term of this Lease except where caused by Tenant or its agents, employees or contractors.

(d) The obligations and liabilities of Tenant under this Paragraph 32 shall survive the expiration or earlier termination of this Lease.

33. SECURITY DEPOSIT:

(a) Upon the execution of this Lease by Tenant, Tenant shall deposit with Landlord \$11,600.00 to serve as a security deposit (the "Security Deposit"). The Security Deposit is in addition to, and not in lieu of, any advance payment of Base Rent and Additional Rent which may be required by this Lease. Unless otherwise required by law, Landlord may commingle the Security Deposit with other funds of Landlord and need not pay any interest on the Security Deposit.

(b) The Security Deposit shall be held by Landlord as security for the faithful and timely performance by Tenant of all of its obligations under this Lease subject to return of Security Deposit per 33 (c) below. In the event Tenant fails to so perform at any time Landlord may, after serving written notice of an opportunity to cure, in its sole and exclusive option, draw upon the Security Deposit in whole or in part to reduce Landlord's damages. Neither the posting of the Security Deposit nor any such draw, however, shall be deemed to make the Security Deposit a measure of liquidated damages or Landlord's sole and exclusive remedy, and it is agreed that Landlord's rights to use the Security Deposit are in addition to, and not in lieu of, Landlord's other remedies under this Lease or at law or in equity. Within ten (10) days after each and every draw on the Security Deposit, Tenant shall deposit additional sums with Landlord in an amount sufficient to restore the Security Deposit to its original principal amount.

(c) Security Deposit shall be returned to Tenant at such time as Tenant has made twelve (12) consecutive payments of Rent in a timely manner, time being of the essence. The Security Deposit shall otherwise be retained until thirty (30) days after expiration of the Lease (or such lesser term as required by law), less any amounts drawn by Landlord.

**34. TENANT'S TERMINATION RIGHTS.** In the event Tenant's charter is revoked by the State of Ohio prior to the expiration of the Term, Tenant shall have the right to terminate the Lease by giving Landlord thirty (30) days advance written notice and paying to Landlord a termination fee equal to the unamortized cost of Landlord's Work and broker commissions (assuming a straight line amortization over the eight (8) year term).

[Signatures appear on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.


LANDLORD:

BAMF, LLC

By:   
Name: Daniel M. Sadd, Member

TENANT:

LAKE ERIE INTERNATIONAL HIGH SCHOOL

By:   
Name: ARNEL HURT  
Title: Board President

 4 - 24 - 13

**RESOLUTION APPROVING ASSESSMENT**

This resolution is entered into on this **22<sup>rd</sup>** day of **March, 2021** by the Governing Board of Lake Erie International High School and hereby approves the change in assessments for the School.

WHEREAS, the School will administer all of Ohio's required state assessments, including Renaissance STAR or any other mandatory state selected testing vendor and End-of Course Exams in English/Language Arts, Math, Science and Social Studies.

THEREFORE, the Governing Authority approves the modification to include Renaissance STAR or any other mandatory state selected testing vendor.

Additionally, the Governing Authority agrees that this language replaces any current language in the Education Plan of the charter contract that refers to assessments.

**SO RESOLVED. RESOLUTION NUMBER 21-15**

GOVERNING AUTHORITY OF

**Lake Erie International High School**




By:           *1st/ Arnell Hurt*          

Governing Authority President

<b>School Name:</b>	<b>Lake Erie International High School</b>	<b>Date:</b>	<b>02.08.2021</b>
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### 6.3a Mission, Vision, Philosophy

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

 <b>Mission</b>	<b>6.3a</b>	<b>1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.</b>
<p>Lake Erie International High School is a student-centered organization delivering excellence in education. The Team is committed to our students, our communities, and each other. We believe that our cohesion and morale help us to achieve excellence in the school. Our commitment to the students and our dedication to impacting their education through innovative methods make us unique.</p>		
 <b>Vision</b>	<b>6.3a</b>	<b>2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.</b>
<p>Below are the core beliefs that in combination form the vision that provides the basis for the philosophical foundation of the Lake Erie International High School program. We believe:</p> <ul style="list-style-type: none"> <li>• Everyone deserves a second chance at receiving a first-class education and being successful in life.</li> <li>• Everyone deserves a chance to become all he/she can be.</li> <li>• Everyone learns at a different rates and students should have educational choices that provide for each student's individual needs and learning pace.</li> <li>• Flexible scheduling of school hours is a great advantage for those young students that want to avail themselves of educational opportunities, but who may have special life challenges and circumstances that prevent them from attending a traditional eight-hour school day, or during a specific timeframe. Examples of these life challenges include being student-parents and/or working to support oneself or one's family.</li> <li>• A high school diploma will not only benefit those young adults that take advantage of the opportunities it offers, but through the rippling effect that the graduate him/herself will have over time, it will also benefit the community as a whole. Communities are only as strong as their families. Lake Erie International High School will build strong families by providing access to a high quality education for students. By offering exceptional academics within a flexible scheduling environment, Lake Erie International High School will change the lives of underrepresented, at-risk students and their larger communities. It is the vision that Lake Erie International High School students will graduate, attend college and access opportunity; creating a positive future for themselves and their families. It is the hope of Lake Erie International High School that these graduates will return to their local communities and positively affect change.</li> </ul>		
 <b>Philosophy</b>	<b>6.3a</b>	<b>3) PHILOSOPHY (What do we value and believe about educating students?)</b>

		<b>State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.</b>
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No one education organization or philosophy is right for everyone. A philosophy is guided by the principles and ideals that we have as an organization which not only incorporate our mission and vision, but also the following beliefs:

We believe the primary purpose of education is to improve personal well-being. Taken broadly, this can be to improve the quality of life, personal fulfillment, economic benefit, or similar pursuits. The knowledge and skills that students will take with them after leaving the School will give them the foundation for success in future education, employment, and as members of the community. Without education, a student's future can be bleak. The EPE Research Center reports that "nationally, approximately seventy percent of students graduate from high school on time, with a regular diploma, but that little more than half of African-American and Hispanic students earn diplomas with their peers. The social and economic costs of high school dropouts are staggering. Not only do dropouts earn significantly less (over the course of a lifetime, a high school dropout earns, on average, about \$260,000 less than a high school graduate, but they also contribute to billions of dollars of expenditures in uninsured health care costs and crime-related costs."

Research shows us that the dropout rate is the result of student, family, and school factors that collectively disengage students from formal education. Our school will address all three to re-engage students in the learning process. Our school will be designed for students who will thrive in a collaborative, nurturing, and self-paced environment and are willing to put forth the effort required to succeed.

Intelligence is an important factor in how well student do, but research has shown that praising students' efforts over intelligence is far more effective (Bronson & Merryman, 2009; Dweck, 2007; Faber, 1997; Parenting Tips, 2009; Pink, 2009; Truby, 2010). We understand that children develop skills at different rates and at different times. Rather than blaming the child, we will make every effort to support children as they learn to trust themselves and others, manage conflict, and take risks. This will be evident through a school-wide behavior plan that focuses on providing a safe, respectful atmosphere where students feel supported and comfortable engaging in their education. Students who feel safe and respected are willing to work hard and are far more likely to succeed than those who have an innate intelligence but lack motivation. Engagement, motivation, and effort will be topics discussed regularly and emphasized with staff and the students.

An important element of nurturing the academic, social, and emotional development of our students will be our relationship with their parents. According to a 2012 High School Dropouts in America survey by Harris Interactive, about 1 in 5 student say they lack parental support, and another fifth are parents. For students at-risk for dropping out, the engagement of parents into the education model is paramount. Relationships with the parents will be encouraged by setting systems and processes in place to emphasize the importance of home – school communication. We hope to ensure that students are wrapped in a nurturing environment at school that is an extension of their homes.

We believe that success comes in many forms. We intend to meet the goals, benchmarks, and standards outlined in this application, and also help each student meet his or her personal goals. Hard work and a strong work ethic will serve each student well and help them to achieve their individual successes throughout the rest of their lives. The amount of information available in today's society is growing at an exponential rate. Productive citizens in the new economy need to be able to access information when needed and know how to critically analyze and synthesize that information in to


meaningful pieces. The foundation begins with providing an out-of-the-box education where students are actively engaged in the education through a creative classroom approach that includes real world application of the information they are learning. Too often schools stifle creativity through mandated curriculum or even unintentionally through teacher suggestions (Epstein, 2008; Geist & Hohn, 2009).

In order to create a successful academic environment aimed at a population that is at-risk of dropping out, our new and innovative program to student engagement will utilize the above approaches. Experimental education is key to the model. Our School will focus on providing high-level academic curricula that is connected to the real world through off-campus experiences such as service learning and on-site projects in company and non-profit organization settings. The Board participates in setting high-level goals with the school that can be reported against annual statistics in alignment with the school's mission statement.



### 6.3b Curriculum

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

 Curriculum – Learning Standards	6.3b	1) Provide the specific learning standards students are to achieve in <u>all</u> core content areas and a detailed description of the non-core content (i.e., physical education, music, art, technology, etc.) areas offered by the school.
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Learning Standards – Lake Erie International High School will teach in accordance with the Ohio Learning Standards.

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

#### Non-Core Content

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

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

<http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts>

Art Appreciation

Music Appreciation

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

Psychology

Sociology

Geography and World Cultures

Multicultural Studies

Economics and Personal Finance

Financial Literacy

<http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards>

Creative Writing  
 Media Literacy  
 Reading Skills and Strategies  
 Writing Skills and Strategies

CBI <http://education.ohio.gov/Topics/Career-Tech/Career-based-Intervention-CBI/Career-Based-Intervention-Content-Standards>

Employability  
 Related Instruction  
 Vocational Hours

Industry Credentials

Microsoft Office <https://www.microsoft.com/en-us/learning/microsoft-office-specialist-certification-2016.aspx>

Construction <https://www.nccer.org/workforce-development-programs/disciplines>

STNA <http://www.odh.ohio.gov/~media/ODH/ASSETS/Files/dc/NATCEP/natcepcurriculum.ashx>

OSHA <https://www.osha.gov/Publications/osha2254.pdf>

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

<b>Curriculum – Maps and Pacing Guides</b>	<b>6.3b</b>	<b>3) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.</b>
<p>In the development process for curriculum maps and pacing guides, teachers must first recognize the differences between the two. Curriculum maps are a direct reflection of the instruction which should be happening in the classroom and encompasses what will be taught throughout the course of the year, as it is the process whereby data is collected to discover what content and skills will be taught, what strategies will be executed to teach, and the method of evaluation in all grade levels and content areas. Curriculum maps foster consistency with instruction, alignment with standards and benchmarks and teacher accountability. Moreover, curriculum maps allow the instructional team to be cognizant of what is being taught.</p> <p>Pacing guides are the strategic plans for the scope and sequence for when the skills and content outlined in the curriculum maps will be taught. Pacing guides serve as instructional roadmaps for teachers, as it guides instruction. Pacing guides are developed by the instructional staff, as they will collaborate to discover the time frame in which various skills and content will be taught. During professional development training, teachers will be divided by content area and given developed curriculum maps. The teachers will then outline pacing guides based on EOC/OGT, STAR assessment data, and overall academic gaps. The pacing guides will be used to measure student productivity and will be adjusted, if needed, on a quarterly basis. During the development of the pacing guides the following questions are utilized to inform planning:</p> <p>What essential content should students know?</p> <p>How will teachers know the content has been mastered?</p> <p>What is the time in in which specific standards should be taught?</p> <p>What resources should be utilized to help with student mastery?</p> <p>The exercises provide a gap analysis to identify any additional needs for supplemental or additional curriculum resources that may need to be acquired and/or developed. A portion of the training period, prior to school opening each year, is devoted to “hands on” curriculum mapping by the teachers so that they better understand the curriculum to appropriately plan the entire year of instruction with pacing guides. The process of curriculum mapping and pacing guide development occurs each year; as new curriculum has been purchased or adopted, and new teachers need to become familiar with the curriculum.</p>		

<b>Curriculum – Lesson Template</b>	<b>6.3b</b>	<b>4) Explain what specific components are to be included in model lesson plan template and rationale.</b>
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Lake Erie High School will utilize 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 will be served by providing the school's students with an individualized and self-paced program called Apex Digital Learning with a flexible schedule set in an environment that is responsive to its student's needs, and by providing an educational experience that leads to a high school diploma and post-secondary success. The entire curriculum selected for use at Lake Erie is research 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 and Ohio Model Curriculum 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 21<sup>st</sup> Century skills.

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

The knowledge and skills defined in the Ohio Learning Standards and Ohio Model Curriculum are within reach of all of our students. Lake Erie'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 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.

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

Curriculum Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards and the mission, vision, and philosophy of the school.
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Lake Erie International High School will utilize 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 will be served by providing the school's students with an individualized and self-paced program called Apex Digital Learning with a flexible schedule set in an environment that is responsive to its student's needs, and by providing an educational experience that leads to a high school diploma and post-secondary success. All courses are aligned to Ohio's New Learning Standards. The entire curriculum selected for use at Lake Erie International is research 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 and Ohio Model Curriculum 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.


Apex Learning courses in core subjects fully incorporate the instructional intent of the Ohio Learning Standards, including rigorous instruction, active learning experiences, and meaningful assessment. These courses are created in-house by a team of education experts with the same focus on research-based best practices in learning as the Ohio Learning Standards. Students develop critical thinking skills through challenging but achievable tasks, with opt-in scaffolding and supports to meet students at their particular level of academic readiness. Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. These build students' critical thinking skills and deepen their understanding of course content. Formative and summative assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes.

The knowledge and skills defined in the Ohio Learning Standards and Ohio Model Curriculum are within reach of all of our students. Lake Erie International'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 independently 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.

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

**6.3c Instructional Delivery Methods and Resources/Materials**

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

 <b>Instructional Delivery Methods</b>	<p>6.3c</p>	<p><b>1) Explain in detail the primary instructional delivery methods, strategies, and/or techniques (i.e., high yield instructional practices, computer-based, etc.) that will be used to provide daily instruction in your school.</b></p>
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The knowledge and skills defined in Ohio’s New Learning Standards are within reach of all of our students. Students will work 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.

The educational approaches that Lake Erie International High School takes at addressing the needs of the whole child are research based and scientifically sound, with techniques that have been proven to be highly effective with this population. Lake Erie International’s program of computer-based instruction is designed in such ways as to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text.

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.

Our teachers employ project-based interactive teaching methods supplemented with traditional methods where appropriate. Through this interactive method, students take ownership of their learning as teachers act as facilitators of ideas and concepts. Students are free to explore their interests within a given educational objective. The instructor can truly use all of the tools available to engage the learner and differentiate instruction. The true focus of our educational model is on the students and how various learning modalities affect their education. Students are free to explore and discover situations and solutions using any tool that is available to them and will rely on textbooks, computers, various forms of media, and each other to acquire the critical thinking skills that they will need in the future

Lake Erie International utilizes instructional methods which are research based and scientifically sound. These instructional techniques have been proven to be highly effective with this population. These strategies will include the following: Computer Based Learning and Student Centered Learning.

### **Computer-Based Learning**

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

### **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, explicit instruction, 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 in to 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



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thinking. Authentic learning occurs through the offering of a plethora of learning activities which motivates learners, as students' individuality and learning styles are considered.

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 Instructional Delivery Methods	6.3c	<p>Is the school using a blended learning instructional model, as defined in section <a href="#">3301.079</a> of the Revised Code?          If yes, check box. <input type="checkbox"/></p> <p><b>Blended Learning Requirements- Please provide ALL of the following:</b></p> <ul style="list-style-type: none"> <li>a. An indication of what blended learning model or models will be used;</li> <li>b. A description of how student instructional needs will be determined and documented;</li> <li>c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;</li> <li>d. The school's attendance requirements, including how the school will document participation in learning opportunities;</li> <li>e. A statement describing how student progress will be monitored;</li> <li>f. A statement describing how student progress will be monitored;</li> <li>g. A statement describing how private student data will be protected;</li> <li>h. A description of the professional development activities that will be offered to teachers.</li> </ul>
<p>The school does not have a blended learning instructional model.</p>		
	6.3c	<p>2) Provide evidence of the research base practices per <a href="#">ESSA</a> for these delivery methods, strategies, and/or techniques including impact on population served.</p> <p>(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on—</p>

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		<p><b>(I) strong evidence from at least 1 well-designed and well- implemented experimental study;</b></p> <p><b>(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or</b></p> <p><b>(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or</b></p> <p><b>(ii)(I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and</b></p> <p><b>(II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention. “</b></p>
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The aforementioned instructional delivery methods have been proven to be effective in the classroom, as defined by ESSA. Computer-Based Instruction is a technological approach in which students learn at their own pace, and lessons are differentiated based on each student's academic ability level. Integration of technology in instruction allows for deeper understanding of the content and fosters the enhancement of 21st Century skills necessary for success. <https://www.edutopia.org/technology-integration-guide-importance> The amount of technology available for education has increased exponentially over the past decade. Thus, it is important to discover what types of tools exist and in what ways they are most effective. Technology also becomes increasingly important for the development of 21st century skills. The 21st Century Framework (2004) promotes technological literacy because students must know how to use technology effectively and ethically in order to succeed in a global community. To educate students who can compete in a global job market, it is necessary to improve upon their technology skills, as well as their skills in core content, according to the 21st Century Framework. Integrating technology into core content courses promotes technological literacy, as well as a better understanding of core concepts. As noted by the National Council of Teachers of Math (NCTM) (2008):

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

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta-analyses of instructional technology in elementary and secondary schools to show: Professional development for teachers and easy access to Internet-connected computers for teachers and students enhance the learning effectiveness of instructional technology. Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill." The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually. Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.

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

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are most effective.

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

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

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

### **Student Based Learning**

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

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


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increase knowledge through this robust and rigorous model, as they will learn by doing. The EL students will be placed in heterogeneous groups; whereby, they will have an improved grasp on the English language and social skills will be enhanced.

[http://www.iglls.org/files/classroom\\_brief.pdf](http://www.iglls.org/files/classroom_brief.pdf)

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

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 <b>Resources and Materials</b>	<b>6.3c</b>	<b>3) Identify the resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.</b>
<p>Upon the school's opening, at the start of the 2020-21 school year, Lake Erie International will have the following resources:</p> <p><b>Content Area Curriculum</b></p> <p>Curriculum will be available in every content area for the purpose of fostering instructional support. The curriculum will align to the Ohio Learning Standards. All materials relative to curriculum in the areas of ELA, Mathematics, Science and Social Studies will be accessible. Curriculum maps will be provided to the school administrator and instructional staff, which will aid in the identification of cross-curricular connections. Additionally, curriculum maps will establish timelines for the attainment of academic goals.</p> <p>The Apex Learning courses fully incorporate the instructional intent of the Ohio Learning Standards, including rigorous instruction, active learning experiences, and meaningful assessment. Ensuring rigor for academic success: These courses are created in-house by a team of education experts with the same focus on research-based best practices in learning.</p> <p>Students develop critical thinking skills through challenging but achievable tasks, with opt-in scaffolding and supports to meet students at their particular level of academic readiness. Providing active learning experiences: Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. These build students' critical thinking skills and deepen their understanding of course content. Assessing student knowledge: Formative and summative assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes.</p> <p><b>STAR Assessment</b></p> <p>Lake Erie High School utilizes STAR assessments as a way to monitor student growth and inform classroom instruction. The STAR assessments are aligned to the Ohio Learning Standards and the data and reports generated provide teachers with individual student's skills gaps based on individual or class standards mastery. In addition to progress monitoring reports, STAR also provides instructional resources aligned to the Ohio Learning Standards that can be used to supplement individual or whole class instruction.</p>		

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	6.3c	<b>4) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.</b>
<p>Our school mission and goals, as well as our expectations for student achievement guide the process of maintaining a relevant and up-to-date curriculum and instructional resources. After each year of instruction with the curriculum, teachers and the school administrators will evaluate the effectiveness of the curriculum materials, standards alignment, and scope and sequence, and will make modifications as necessary to best improve the academic achievement of students. The purpose of the curriculum is to support classroom instruction that leads to achievement of the School's academic goals.</p> <p>The effectiveness of the curriculum will be evaluated based on the assessment data available, which will include, but may not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Reading and Math Assessment results</li> <li>• Analysis of Formative Classroom Assessment results</li> <li>• Teacher Observations/Anecdotal Records</li> <li>• Our internal database correlating projects with standards and student achievement</li> <li>• Standardized Summative Test Data</li> </ul> <p>The results of student performance will be reviewed and analyzed, at a minimum, two (2) times annually, or more often if needed. Student performance results will be disaggregated to illuminate the performance of the School, grade levels, classrooms, sub-groups (i.e. students by demographic group, students with disabilities, etc.), and individuals. If it appears that our School is not on track to meet the School's academic goals, further analysis will be conducted to determine if the results can be improved with changes to instructional strategies, the curriculum, or other variable. The School will stay apprised of new curriculum and assessment resources to ensure that the best match is made between students' needs and the School's resources.</p>		

### **6.3d Continuous Improvement and Professional Growth**

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

 Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate the school improvement plan using the <a href="#">Ohio 5-step process</a> ?
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The continuous improvement plan cycle at Lake Erie International provides a tool for identifying needs and establishing a common approach to meeting those needs. Our continuous improvement plan will contribute to overall school performance by:

- Establishing an understanding of the “big picture” of School’s current state, including student achievement, school environment, teacher community, parent community, curriculum, technology, and administrative issues;
- Reaching consensus across the school community on which needs represent the highest priorities for action based upon the potential to improve overall student and school performance; and
- Identifying for implementation goals and strategies, including specific targets, indicators and milestones required to address the School’s priorities.

Each one of the teams described below is formed to ensure the following:

- Support staff in delivering interventions as intended and ultimately improving outcomes for students.
- Ensure continuous improvement of fidelity and student outcomes.
- Sustain the intervention over time and across staff.

### **Teams:**

The TBT will meet bi-weekly to discuss their data from their classrooms from classroom data, curriculum data, assignment tracking, STAR assessments, and state assessments.


The CSLT will meet monthly to discuss and review the data from the TBT as well as the One Needs Assessment. The team will review all possible data and monitor the School Improvement plan.

### **Processes:**

- Data is collected first at the classroom where it is reviewed by the teacher – the data could include teacher observations, short cycle assessments, end of course tests, pre and post assessments, STAR assessments, state assessments, and student grades. The teacher will monitor and share with their TBT; which will also be used at the CSLT and in review/completion of the One Needs Assessment. The teams will then utilize the data from the One Needs Assessment, TBT, as well as state assessments to drive the School Improvement Plan – to create goals and action steps.



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- The data from the One Needs Assessment and reviewing of the School Improvement Plan; the CSLT will work with the Assistant Principal to evaluate the curriculum and the supplemental materials. They will then decide if there needs to be any changes or additions made in order to help students that are continuing to struggle to meet the standards. The data will show where there are deficiencies in the curriculum or supplemental materials.
- The CSLT will evaluate the School Improvement Plan Goals quarterly in order evaluate the effectiveness of the instructional strategies, how resources and/or supplemental curriculum are being utilized to meet the goals. What additional materials may be needed to reach the goals of the School Improvement Plan. The School Improvement 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 School Improvement Plan and One Needs Assessment. Funds from the CCIP will be utilized in order to reach the goals of the School Improvement Plan. Technology is an important part of our daily schedule; the students are utilizing computers in every classroom as well as taking assessments on computers.
- The teams are made up of the following: TBT is made up of classroom teachers, Intervention Specialists, Title I Teachers, Academic Coach, and Instructional Aides. CSLT is made up of classroom teachers, Intervention Specialist, Title I Teacher, and Administration staff. Board members and parents are encouraged to participate in CSLT meetings. Evaluation of the team is made by the Administration staff to make sure the data is being reviewed and that it is reflective in the One Needs Assessment, School Improvement Plan and CCIP.

 <b>Ohio Teacher Evaluation System (OTES)</b>	<b>6.3d</b>	<p><b>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</b></p> <p><input checked="" type="checkbox"/> <b>Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</b></p> <p><input type="checkbox"/> <b>The school will implement an alternative evaluation system as described below.</b></p> <p><b>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</b></p>
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Lake Erie International 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 they reinforcements and addresses the refinements. Data is an important piece of the discussions, which enables teachers to reflect more critically on student achievement and deficiencies in their teaching based on student learning. Part of the coaching process is teaching teachers how to assess, analyze and provide action steps to support all student success. The Principal ensures the teacher is participating in TBT meetings and that the meetings are conducted with fidelity. In addition, instructional practices are evaluated by lesson planning and observing the teacher during walk-through to ensure that students are mastering the content standards.

 <b>Ohio Principal Evaluation System (OPES)</b>	6.3d	<p><b>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</b></p> <p><input checked="" type="checkbox"/> <b>Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</b></p> <p><input type="checkbox"/> <b>The school will implement an alternative evaluation system as described below.</b></p> <p><b>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</b></p>
<p>The school's Administrator is evaluated using the model outlined by the Ohio Principal Evaluation System. The adopted system and rubric are utilized in addition to coaching sessions, professional development, and data-driven discussions. This allows the principal and evaluator to analyze the data, which leads to the development of more rigorous practices that improves instructional practices; thereby, leading to higher student achievement. The principal is required to provide foundation evidences of the elements that will lead to school-wide systems that will lead to continuous improvements.</p>		
 <b>Local Professional Development Committee and Resident Educator</b>	6.3d	<p><b>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</b></p>

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The school has an established Local Professional Development Committee. The Committee created and implemented its bylaws effective immediately. The bylaws include committee's Vision statement, Mission Statement, Purpose, Criteria for membership, Roles and terms of office and the responsibilities of the Chair person, Vice chair and the Secretary.

Committee Membership consists of licensed teachers from Lake Erie International High School. The representative from Lake Erie International is elected by the staff and holds the title of LPDC representative for two years. Upon two years of service the election of another staff member from Lake Erie International holding a five-year professional Ohio teaching license is chosen by a majority vote conducted by the staff and administration within the building.

Lake Erie International High School will have a LPDC committee, as well as a designated LPDC committee chair, who will function as a staff information contact person. He/she participates fully as a part of the review panel for the IPDP. He or she also suggests and works with individuals within the school to ensure professional growth of colleagues. The committee member will also suggest any professional growth for the LPDC committee to employ to aid in the development of the staff at Lake Erie International.

A quorum of the LPDC shall consist of no less than three members. All meetings of the LPDC shall be public meetings and shall be held during the regular

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business day. The minutes to the meeting will be in accordance with State records retention policies. Minutes from the LPDC meeting shall be posted in the Lake Erie International workroom and on the shared Google Drive upon completion of the meeting. The quorum will approve the teacher's IPDP and the representative will communicate the decisions made by the committee to the licensed teacher.

The IPDP consists of an educator's personal learning goals as those goals relate to the Ohio Standards for Teachers or Administrators. The goals must be relevant to the individual's area of licensure and leads to strengthening instructional practices as well as improved student learning.

The LPDC will oversee all full-time licensed educators of the sponsored school who hold either an 8-year certificate or a 5-year license.

Lake Erie International High School has implemented the Ohio Resident Educator Program by designating both a Program Coordinator and an assigned mentor to insure the development and nurturing of the RE teachers at Lake Erie International. The mentor meets with the RE teacher individually and discusses current challenges, concerns and success that the RE teacher is experiencing while educating his or her students. Both mentor and RE then complete a Collaborative Log together during each of their meetings to document information discussed. The mentor also reinforces the Ohio Standards for the Teaching Profession goals and indicates, to the RE, the progress per their discussion or by observation of classroom instruction of the RE teacher.


The RE teachers at Lake Erie International are also held accountable to complete the Data Tool sheet, Self-Assessment Tool sheet and the Professional Growth Plan or Goals assigned by ODE. In addition, the trained mentor will work collaboratively with the Program Coordinator to ensure that all RE's are provided with the support necessary to complete the resident educator program with fidelity.

 <b>Local Professional Development Committee and Resident Educator</b>	<b>6.3d</b>	<b>7) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)</b>
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In the first two years of the Resident Educator program, Resident Educators, working collaboratively with their Mentors, complete annual requirements through discussions and feedback. The Resident Educator and their Mentor collaborate on teacher tasks throughout the school year. The Mentor provides ongoing instructional support using self-assessment and goal setting, demonstrating use of authentic teacher work such as lesson planning, data analysis and assessment for reflection. Years 1 and 2 RE's meet individually with their Mentor, while in Year 4, the program runs as a cohort to allow for more discussion and reflective thought between the RE and other teachers in school. The Mentor acts as a facilitator and guides discussions.

In the second or third year, Resident Educators work with their Facilitator/Mentor who supports them as they prepare to submit the RESA Lesson Reflection for the RESA. To prepare for this task, the Facilitator meets with each RESA candidate and continues to provide academic support so that the expectations that are required in the Lesson Reflection are being met. At times, the group of Resident Educators meet as a cohort to discuss ways in which to adequately meet the requirements and plan for an effective lesson that address all the components of a well-structured lesson as well as lesson delivery. The Mentor ensures that all the RESA candidates are well-prepared for the submission of their video and lesson reflection.

 Professional Development	6.3d	<b>8) Using the <a href="#">Ohio Standards for Professional Development (adopted 2015)</a>, describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.</b>
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Professional development will be extensive, ongoing, focused, and innovative; incorporating evidenced-based strategies and resources proven to be successful with our target population. Lake Erie International High School will use a blended model of professional development to deliver and support relevant learning opportunities for teachers, as well as all staff. The methods of delivering the programs will include, but not be limited to large groups, small groups, individuals, and electronic functions such as development and training through computerized programs, video conferencing, and web-based delivery. The professional development modules are:

- Evidence-based and targeted for success;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of Lake Erie International High School; and
- Synchronous and asynchronous for efficient use of time.

Initially, staff will attend one week of professional development prior to the start of the school year to provide in-depth training on our educational model. Throughout the course of the year, staff will receive consistent on-site coaching/mentoring that will provide immediate feedback and assist in developing new skills. To improve the quality of instruction, the teachers will also be provided with this on-going, reflective, and specific feedback to identify strategies and resources for the teacher to incorporate into future lessons to ensure our students are receiving the best possible instruction. This on-site coaching/mentoring will involve modeling of best practices to ultimately develop best teaching practices. These recommendations and commendations will become a part of the teacher's Individual Professional Development Plan. The discussions between the Superintendent/Principal and/or Academic Coach and teacher will focus on an area of strength (reinforcement) and an area of weakness (refinement), which aligns directly with Standard 2 of the Ohio Standards for Professional Development.

As indicated in the Ohio Standards for Professional Development, Standard 1, Teachers will work collaboratively in Professional Learning Communities (PLCs) to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. Teachers will work together in PLC's to develop modules and activities focused on the use of data, literacy, cooperative learning, integration of technology into instruction, familiarity with a variety of learning activities to engage students in higher-order competencies, differentiation

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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 evaluation system is aligned with the state standards for teachers and principals and will provide for multiple evaluation factors, including student academic growth which shall account for fifty percent (50%) of teacher and principal evaluations. A written report of the evaluation which assigns a rating will be provided to each individual. A poorly performing principal and teacher will have the ability to partake in professional development to accelerate and continue growth and provided needed support. Improvement Plans are developed in response to ineffective ratings in performance and/or student growth. The Improvement plan is intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the ineffective individuals improve. A poorly performing principal and/or teacher along with an effective principal and teacher will have the ability to partake in pre-determined modules within Educational Impact to accelerate and/or continue growth and obtain needed support based upon their individual needs.

In accordance with Standard 4 of the Ohio Standards for Professional Development, each identified group of staff members will be asked to complete written surveys that address in-services, training, and/or information that may be beneficial to them. The survey will collect demographic information such as position, age, years of experience, area(s) of certification/licensure, and educational background. In order to meet the needs of the staff, the next section of the survey will have the respondents' rate items on a Likert Scale. The items will include such things as behavior management, working with aides/teachers, organizing groups for instruction, meeting the needs of Special Education/EL 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 the following elements:

- Reactions to the professional development: Did teachers find the information useful? Did the content make sense?
- Participants' Learning: Did teachers meet their intended goals as a result of participation in professional development?
- Organization Support and Change: Do the policies and practices of the School support the implementation of new knowledge and skills?
- Participants' Use of New Knowledge and Skills: Did teachers use the knowledge and skills gained through the professional development? Is there evidence of implementation?



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- Student Learning Outcomes: Is there evidence of improved student achievement as a result of teachers' professional development?

Gathering data to answer these questions may involve direct observation; interviews with the participants, supervisors, and/or students; focus groups; reflective journals; and, participants' portfolios. Analysis of data will provide evidence on current levels of goal-attainment and can help restructure future activities.

Targeted and researched professional development will be implemented based on the Ohio Standards for Professional Development to ultimately improve teaching and positively impact student learning. Professional development will be frequent, and designed to meet the needs of individual teachers and administrators based on data accumulated and feedback. The ultimate goal of focused professional development is to enhance instruction, thereby accomplishing learning gains.







 <b>School Calendar</b>	<b>6.3.1</b>	<b>1) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.</b>
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Replace the following school calendar with the 2020-2021 version.

# 2020-2021 St. Aloysius Sponsorship Contract Education Plan Attachment

Lake Erie International High School 2021-2022 School Calendar																				
<b>August 2021</b>				<b>September 2021</b>				<b>October 2021</b>												
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
29	30	31												31						
<b>November 2021</b>				<b>December 2021</b>				<b>January 2022</b>												
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6		5	6	7	8	9	10	11	2	3	4	5	6	7	8
7	8	9	10	11	12	13	12	13	14	15	16	17	18	9	10	11	12	13	14	15
14	15	16	17	18	19	20	19	20	21	22	23	24	25	16	17	18	19	20	21	22
21	22	23	24	25	26	27	26	27	28	29	30	31		23	24	25	26	27	28	29
28	29	30												30	31					
<b>February 2022</b>				<b>March 2022</b>				<b>April 2022</b>												
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5	6	7	8	9	10	11	12	3	4	5	6	7	8	9
6	7	8	9	10	11	12	13	14	15	16	17	18	19	10	11	12	13	14	15	16
13	14	15	16	17	18	19	20	21	22	23	24	25	26	17	18	19	20	21	22	23
20	21	22	23	24	25	26	27	28	29	30	31			24	25	26	27	28	29	30
27	28																			
<b>May 2022</b>				<b>June 2022</b>				<b>July 2022</b>												
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
29	30	31												31						


  

	School Closed		PD	Professional Development (No School for Students)
	Teachers Last Day			End of Quarter
	Parent Teacher Conferences			First and Last Day of School

Aug 16-20	Planning/Development Days	Jan 25	End of 2nd Quarter - 47 days/235 hours
Aug 23	First Day of School for Students	Feb 2	Parent Teacher Conferences-4:00pm - 7:00pm/PD
Sep 6	Labor Day - Closed	Feb 21	President's Day - No School
Sept 17	Professional Development - No School	Mar 11	Professional Development - No School
Oct 11	Professional Development - No School	Mar 21-25	Spring Break - No School
Oct 29	End of 1st Quarter - 47 days/235 hours	Apr 11	Professional Development - No School
Nov 3	Parent Teacher Conferences - 4:00pm -7:00pm	Apr 14	End of 3rd Quarter - 48 days/240 hours
Nov 24	Professional Development - No School	Apr 15	Good Friday - No School
Nov 25-26	Thanksgiving Break - No School	Apr 20	Parent Teacher Conferences - 4:00pm-7:00pm
Dec 20 - Jan 1	Winter Break - No School	May 30	Memorial Day - No School
Jan 3	Professional Development - No School	Jun 23	Last Day of School for Students
Jan 4	Students Return to School	Jun 23	End of 4th Quarter - 48 days/240 hours
Jan 17	MLK Day - No School	Jun 24	Last Day for Staff
5 Hour School Day			
Instructional Hours: 950 Hours		Professional Development Hours: 96	
Instructional Days: 190 Days		Professional Development Days: 12	

## 2020-2021 St. Aloysius Sponsorship Contract Education Plan Attachment


 <b>Bell Schedule</b>	6.3.1	<b>2) Provide the school’s proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.</b>
<p><b>2020-2021</b></p> <p>All core and non—core content area subjects are taught throughout the day and during both sessions.</p> <p><b>Breakfast:</b> 8:30 am – 8:45 am</p> <p><b>Morning Session:</b> 7:30 am – 12:30 pm</p> <p><b>Afternoon Session:</b> 11:00 am – 4:00 pm</p> <p><b>Morning Session Lunch:</b> 12:15 pm – 12:30 pm</p> <p><b>Afternoon Session Lunch:</b> 12:15 pm – 12:30 pm</p> <p><b>Staffing/ meetings/PD, etc.:</b> 4:00 pm – 4:30 pm</p> <p>Staff has sufficient amount of collaborative time daily from 4:00 pm to 4:30 pm</p> <p>Students are provided access to all classes during any session.</p>		

## 2020-2021 St. Aloysius Sponsorship Contract Education Plan Attachment

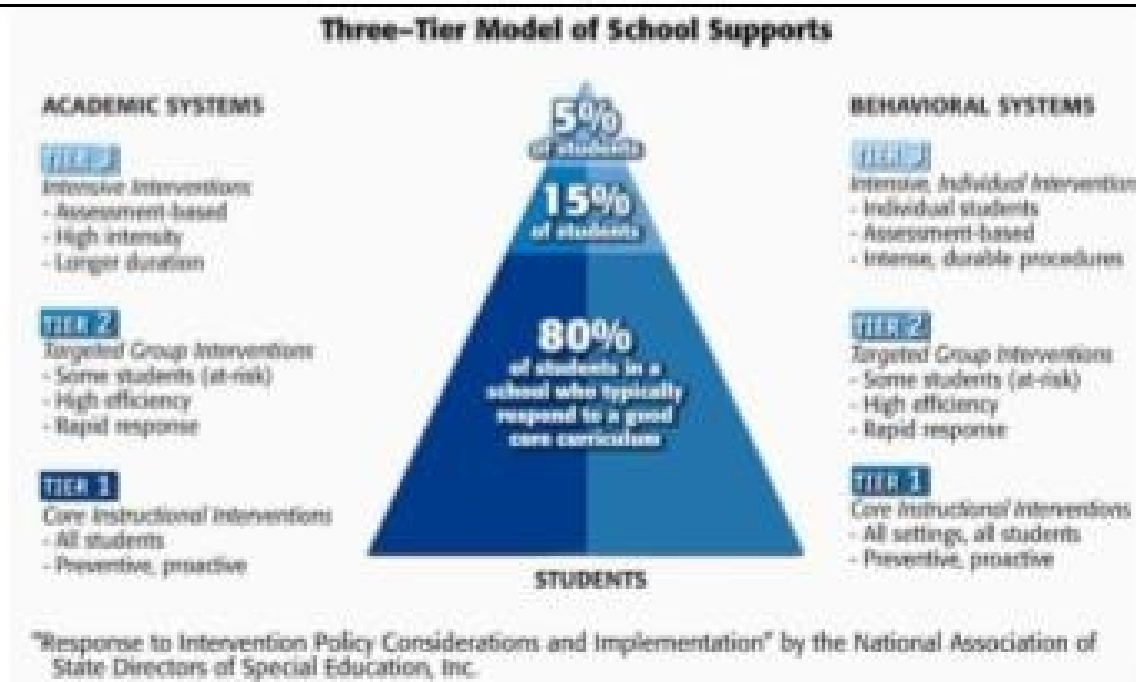
### 6.3e Prevention and Intervention Policy

A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

 Prevention and Intervention Plan	6.3.2	1) Describe the school's <a href="#">multi-tiered educational services</a> policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing learning, behavior and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).
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The school implements a strong Response to Intervention (RTI) process for students who are achieving below grade level. Research based interventions, a philosophy advocating an educational process of continuous reflection, rethinking, and restructuring of strategies, will be afforded to students. The School has a solid RTI School-Based Leadership Team to apply a progressive change system utilizing consensus building, infrastructure development, and implementation. The RTI School-Based Leadership Team is a model of consensus building, utilizing participation from all levels of its system. The system revolves around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.



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

The school follows the recommendations as set forth in The Ohio Department of Education’s Response to Intervention Policies and Procedures. In doing this, the school hopes to increase the success of students that are identified as needing intervention services as they are performing below the benchmarks required in reading and/or math for their grade level.

The school seeks to prevent academic and behavioral failure through universal screening, early intervention, frequent progress monitoring, and increasingly intensive research-based instruction or interventions for children who continue to have difficulty.

The school aims to implement and maintain the RTI process with fidelity, starting with establishing a team of staff members who are equipped with the necessary skills and knowledge to create services and to analyze data that will increase the student success rate for those placed into Tier 2 services. The school and its staff understands that the initial phase of RTI serves as a comprehensive early detection system that aims to provide prevention strategies for those that have been identified as struggling students, and through this system, assists the students before they fall behind. The school will combine



the universal screening required to identify at-risk students with high-quality, rigorous instruction needed to assist the identified students.

**Universal Screening:**

Students are administered a reading and math diagnostic through the use of the STAR assessment.

After administering the diagnostic and determining the results, each student is either placed on an on-track or off-track status. Students that have tested as being off-track are those students that are identified as students that would benefit from receiving additional services to support their academic growth – Tier II services.

Students are also given the STAR assessments in reading and math to determine their academic standing and to assist in identifying students who would benefit from Tier II services.

The STAR assessment will be administered twice during the school year to serve as progress monitoring, as well as to adjust groupings and instruction based upon the student results.

Students who are not making behavioral progress through the classroom interventions by the classroom teacher are identified as students that may benefit from additional behavioral resources and interventions to ensure their success in the classroom. After a teacher has made 3 behavioral modifications and differentiated strategies for a student in the classroom, that student is then identified as someone who may need additional behavior supports outside of the classroom.

**Tier 1 Services:**

Although the focus is mainly on students identified as needing Tier 2 services, it is important to discuss the strategies that are being implemented at the Tier 1 services as the Tier 1 services provide the foundation for successful RTI overall, without which too many students would fall below the benchmarks in reading and math.

In addressing Tier 1, classroom teachers differentiate their instruction and provide differentiated activities and assignments that are tailored towards the individual student needs. These needs are identified through the use of data analysis provided by the initial universal screening as well as using the data from the STAR administered throughout the school year.

Teachers are given training on how to use diagnostic measures, as well as how to interpret students results on the STAR assessment, which includes measures for those students experiencing difficulty. Informal assessments can also help educators make better informed decisions about the level of need

for each student. Teachers also develop data-driven decision rules for providing differentiated instruction to students at varied reading proficiency levels. This differentiation of instruction includes varying content, time, and degree of support and scaffolding based upon students' assessed skills. The teachers



understand that as students fall below grade expectations, more time in explicit instruction provided by the teacher in small groups is critical to bring their skills up to grade level.

**Tier 2 Services:**

Students that have been identified as those that would benefit from Tier 2 services (those scoring below the benchmark score on the universal screening) will be provided with intensive, systematic instruction on foundational reading and math skills in small groups – typically, these groups will meet between one to three times per week, for 20-30 minutes per session. The systematic instruction contained in Tier II includes building skills gradually and introducing skills first in isolation and then integrating them with other skills. Explicit instruction involves more teacher-student interaction, including frequent opportunities for student practice and comprehensible and specific feedback.

The Tier 2 intervention curriculum will teach and build foundational skills to mastery and incorporate some complex reading and math skills. Specific components vary by grade level and reflect the changing developmental emphasis at different stages of reading and math. Students that are receiving Tier 2 services will have their progress monitored at least once per month by the RTI Committee. Student responses to the interventions are measured to determine whether they have made adequate progress and either no longer need the interventions, need to continue some interventions, or need even more interventions.

The RTI Committee will meet and discuss the implementation and maintenance of a progress monitoring program that allows for an in-depth analysis of the specific student data. Progress monitoring tools are typically administered at least bi-weekly and contain an assessment – results from this test are used to guide further instruction. The measures used to progress monitor for both reading and math are efficient, reliable, and valid. The RTI Committee believes that progress monitoring measures are the best way to assess students' retention of material taught and thus their path to reading and math proficiency.

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

**Tier 3 Services:**

Those students who show minimal progress after a reasonable time in tier 2 small group instruction, will be provided with intensive instruction on a daily



basis that promotes the development of the various components of reading and math proficiency, and are placed in a tier 3 status.

Instruction at Tier 3 is intensified by focusing on fewer high priority reading and math skills during lessons and scheduling multiple and extended instructional sessions. One-on-one or small group instruction also provides intensity as students have more opportunities to practice and respond. Students at the school who are at Tier 3 services are given feedback based on their individual responses, teaching students to mastery based on individual learning progress, and planning instruction with materials and an instructional sequence that meets individual student needs.

Student progress in Tier 3 is monitored regularly using the identified progress monitoring measures as identified by the RTI Committee. The effective implementation of progress monitoring will determine whether the program is on course and to determine whether a team of professionals needs to refine the instructional program to enhance student achievement growth.

### **Tier Services for Behavioral Support**

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

The Response to Intervention approach at the school is based on three main components:

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

The school has adopted a four-step process that includes 4 steps.

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

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

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

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

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

behavior and then progress monitor whether students are responding to the interventions.

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

Tier 2 behavioral supports are designed to provide additional or targeted interventions to support students who have access to Tier 1 classroom and PBIS supports and are not responding positively to them. Behavioral Supports are more intensive since a smaller number of students are at risk for engaging in more serious problem behavior and need more support. The school uses strategies and practices that involve small groups of students or simple individualized intervention strategies. Behavioral Support often involves targeted group Behavioral Supports are an important part of the continuum of behavior support needed in the school. Since, on average, 15-20% of students need Tier 2 support, the RTI Committee recognizes that the need for an impacting PBIS system is needed in the school as well as individual supports that will help students to make positive choices that will benefit their social being and academics. Many individual student behavior plans are implemented in an effort to alleviate the behaviors of a select group of students. Students are taught to recognize the problem, identify the solution, and take a positive action.


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

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

**Gifted Students**

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

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

 <b>Prevention and Intervention Plan</b>	<p>6.3.2</p>	<p><b>2) Describe the school’s intervention plan for all students not found proficient or “Not on Track” for all of the following assessments that are applicable for your school’s student population:</b></p> <ul style="list-style-type: none"> <li>a) <b>Ohio’s State Tests;</b></li> <li>b) <b>Third Grade Reading Guarantee Diagnostic Assessments;</b></li> <li>c) <b>Kindergarten Readiness Assessment (KRA);</b></li> <li>d) <b>Ohio English Language Proficiency Assessment (OELPA);</b></li> <li>e) <b>or the current assessment system required by ODE.</b></li> </ul>
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The school will follow the recommendations as set forth in The Ohio Department of Education's Response to Intervention Policies and Procedures. In doing this, the school hopes to increase the success of students that are identified as needing intervention services as they are performing below the benchmarks required in reading and/or math for their grade level.

The school seeks to prevent academic and behavioral failure through universal screening, early intervention, frequent progress monitoring, and increasingly intensive research-based instruction or interventions for children who continue to have difficulty.

The school aims to implement and maintain the RTI process with fidelity, starting with establishing a team of staff members who are equipped with the necessary skills and knowledge to create services and to analyze data that will increase the student success rate for those placed into Tier 2 services. The school and its staff understands that the initial phase of RTI serves as a comprehensive early detection system that aims to provide prevention strategies for those that have been identified as struggling students, and through this system, assists the students before they fall behind. The school will combine the universal screening required to identify at-risk students with high-quality, rigorous instruction needed to assist the identified students.

**Tier 1 Services:**

Although the focus is mainly on students identified as needing Tier 2 services, it is important to discuss the strategies that are being implemented at the Tier 1 services as the Tier 1 services provide the foundation for successful RTI overall, without which too many students would fall below the benchmarks in reading and math.

In addressing Tier 1, classroom teachers differentiate their instruction and provide differentiated activities and assignments that are tailored towards the individual student needs. These needs are identified through the use of data analysis provided by the initial universal screening as well as using the data from the STAR administered throughout the school year.

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

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Students that have been identified as those that would benefit from Tier 2 services (those scoring below the benchmark score on the universal screening) will be provided with intensive, systematic instruction on foundational reading and math skills in small groups – typically, these groups will meet between one to three times per week, for 20-30 minutes per session. The systematic instruction contained in Tier II includes building skills gradually and introducing skills first in isolation and then integrating them with other skills. Explicit instruction involves more teacher-student interaction, including frequent opportunities for student practice and comprehensible and specific feedback.

The Tier 2 intervention curriculum will teacher and build foundational skills to mastery and incorporate some complex reading and math skills. Specific components vary by grade level and reflect the changing developmental emphasis at different stages of reading and math. Students that are receiving Tier 2 services will have their progress monitored at least once per month by the RTI Committee. Student responses to the interventions are measured to determine whether they have made adequate progress and either no longer need the interventions, need to continue some interventions, or need even more interventions.





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

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

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Those students who show minimal progress after a reasonable time in tier 2 small group instruction, will be provided with intensive instruction on a daily basis that promotes the development of the various components of reading and math proficiency, and are placed in a tier 3 status.

Instruction at Tier 3 is intensified by focusing on fewer high priority reading and math skills during lessons and scheduling multiple and extended instructional sessions. One-on-one or small group instruction also provides intensity as students have more opportunities to practice and respond. Students at the school who are at Tier 3 services are given feedback based on their individual responses, teaching students to mastery based on individual learning progress, and planning instruction with materials and an instructional sequence that meets individual student needs.

The school will use the ODE approved STAR assessments for the contract period.

Lake Erie International utilizes STAR to inform instruction, using valid and reliable data that is offered in real time. STAR measures every student’s growth over time, whether or not the State standards change. STAR provides an immediate snapshot of where a student is performing, regardless of grade level. Having instantaneous test results allows staff to create actionable goals to use in the classroom immediately to ensure gaps are being closed in student learning within the same school year. STAR allows staff to be proactive instead of reflective in terms of restructuring instruction as needed.

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



**6.4a Goals and Performance Indicators**

**The school will be required to show progress toward meeting the goals established in its Ohio Improvement Process plan.**


**Schools newly chartered with Charter School Specialists will establish an OIP plan by September 30<sup>th</sup>.**

**The OIP will be available and reviewed at a yearly onsite assistance review.**


**The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.**

**6.5 Assessment Plan**


The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

 <b>Nationally Normed Assessment</b>	<p>6.5</p>	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, <a href="#">ODE approved standardized testing tool</a>. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30<sup>th</sup> of each year.</p>
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The school will use the ODE approved STAR assessments for the contract period. Lake Erie International utilizes STAR to inform instruction, using valid and reliable data that is offered in real time. STAR measures every student’s growth over time, whether or not the State standards change. STAR provides an immediate snapshot of where a student is performing, regardless of grade level. Having instantaneous test results allows staff to create actionable goals to use in the classroom immediately to ensure gaps are being closed in student learning within the same school year. STAR allows staff to be proactive instead of reflective in terms of restructuring instruction as needed. Engaging families and students in the learning process is important, and STAR allows the school to collaboratively develop learning goals. Data provided by STAR administrations allows the school to reinforce evidence based instructional practice as well as evaluate programs and identify any professional development needs. Last, STAR allows the school to compare and predict student achievement and growth over time and data is utilized in the OTES model to display SGM. The school administers two testing sessions per school year (Fall/Spring) TBT’s and the CSLT studies the data and will submit written analysis of the assessment data to the sponsor by June 30th of each school year.


 <b>Ohio’s State Assessments</b>	<p>6.5</p>	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
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Lake Erie International utilizes all required state assessments to include End-of-Course standardized tests, American College Test (ACT), ACT Work Keys, and the OELPA (when applicable). The Testing Coordinator will retrieve scores once released by the state, provide raw data and summarized charts to the school administrator and Board of Directors. The School administrator will disseminate and discuss testing data with staff, students, and parents. Once testing data is available, the Testing Coordinator will provide growth charts to the School Administrator. The Academic Coach will work with the School Administrator to create action plans and create SMART goals. Testing results will fuel targeted professional development for the staff after data interpretation/analysis has occurred. This will allow for the school administrator to initiate professional development that is relevant and useful to the staff. There will also be a review of OIP goals and strategies after each test administration to ensure they are effective.

 Local Assessments	6.5	<b>3) Identify any local assessments that will be used. Discuss rationale for test selection, purpose, and the timelines for implementation.</b>

Lake Erie International utilizes STAR assessments to create a personalized assessment experience by adapting to each student’s learning level – by precisely measuring student progress and growth individually. STAR provides valid, reliable, and real-time data to inform instruction and endorse actionable changes during the school year. STAR provided Lake Erie International baseline data, and the ability to review academic growth throughout the school year. The fall test administration (baseline data) allows the educator to use the data actionably and be proactive. The data provides the educator with real time data, readily available to implement applicable SMART goals for a student/class within the current school year and modify instruction accordingly. This is powerful because there is time to enact change due to the data not being received too far into the school year when change in instruction is futile. The fall data allows teachers to create goals and action plans for their students, providing personalized instructional practices within the classroom for the current school year. The data also allows time for flexible groupings to better differentiate lessons based on content. The spring test administration allows educators to gauge:


- How much growth has occurred for each student during the current school year;
- An projected score/performance level on the spring state assessment; and
- If the refinement of instructional practices was effective or not.


 <b>Formative Assessments</b>	<p><b>4) Describe the process for developing formative assessments, sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.</b></p>
<p>Lake Erie International utilizes formal and informal formative assessments that include students’ tests, quizzes, questioning strategies (small/large group), think-pair-share, exit/admit tickets, to name a few. All of these formative assessments allows our educators to determine students’ level of understanding, areas of strengths and weakness. This information is crucial because it informs our educators of pacing – can I move on or do I need to re-teach a lesson?</p>	

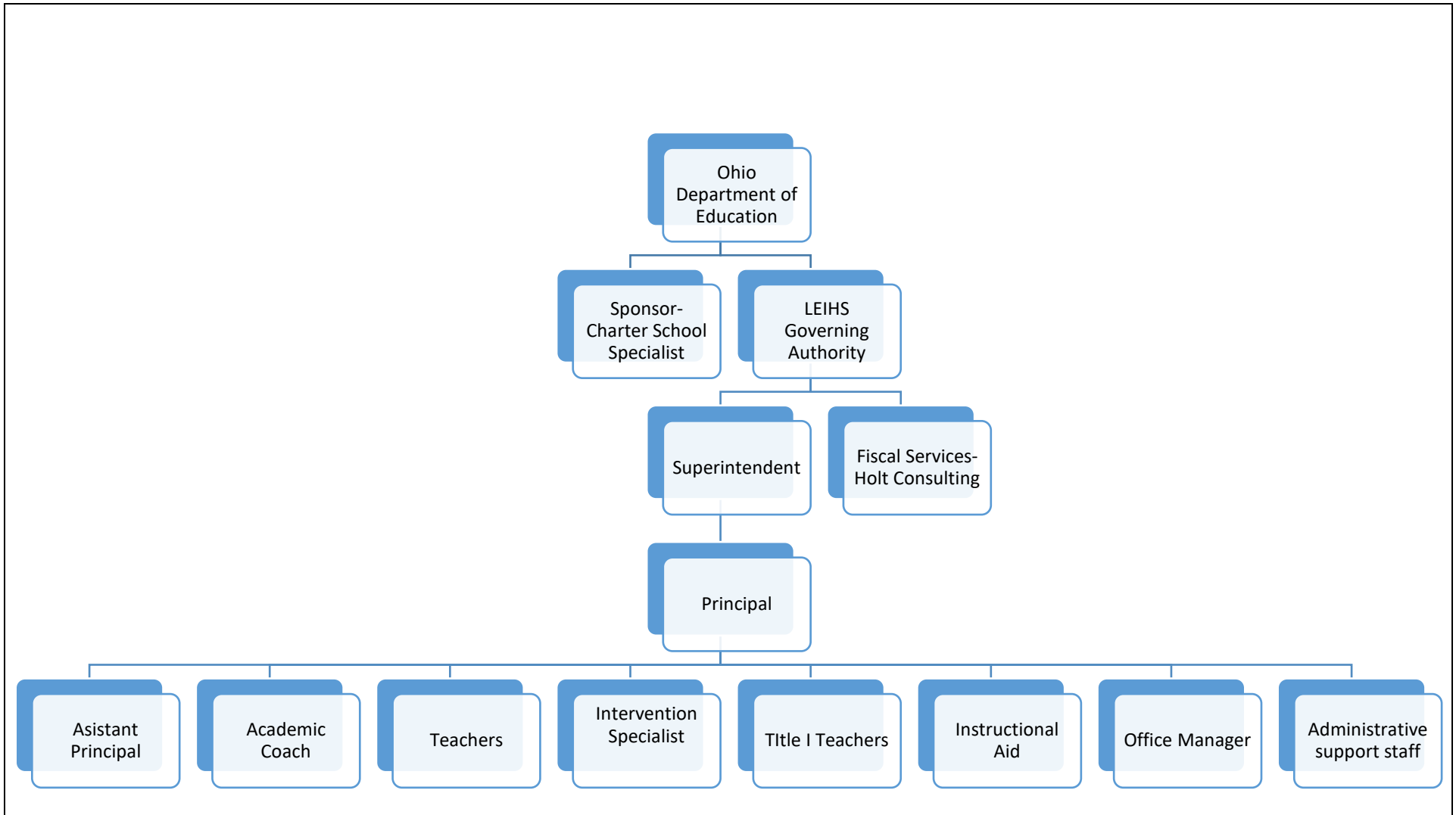
There are bi-monthly TBT meetings. This allows for teachers to evaluate data and use this data to have discussions about students and curriculum.


Students are constantly cognizant of their achievements and areas of concern. Our educators ensure our students understand and can interpret their data. Teachers have student conferences, as well as parent-teacher conferences to discuss the data, and ensure everyone understands a student’s status academically and socially.

Sharing data and being able to interpret it impacts instruction a great deal. Utilizing the data ensures that decisions are data-driven AND are relevant to the needs of our students. Understanding and using data ensure that professional development is intentional, and not random; and instruction can be fine-tuned to address areas of concern.

 <b>Non-Academic Measures</b>	<p>6.5</p>	<p><b>5) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.</b></p>
<p>Lake Erie International provides satisfaction surveys annually to both parents and students. They are done anonymously so that everyone can be frank and honest, this ensures that we garner the truth (which is one of the purposes of the survey). From these surveys we can determine what we are doing well, or things we need to work on. We can identify resources that need to be put in place to meet the needs of our students. We can also identify parental concerns (if there are any) and address those accordingly.</p>		

<p><b><u>8.1 Organization and Staffing</u></b></p> <p><b>Personnel and understanding of roles and are responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.</b></p>		
 <b>Organizational Chart</b>	<p>8.1</p>	<p><b>1) Provide the school’s organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).</b></p>



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

- Principal
- Teachers
- Intervention Specialist
- Title I Teachers
- EL Teachers
- Asst. Principal
- EMIS/Office Manager
- Retention Specialist
- Instructional Aides
- Student Success Coordinator
- Secretary
- Enrollment Specialist
- Family Advocate
- CTE Director
- Academic and Career Advisor
- Academic Coach

Students will learn and grow with at least a 28:1 student to teacher ratio. Students will have Highly Qualified Teachers, Title One Teachers, and Intervention Specialists to assist with their educational endeavors. Intervention Specialists will serve the special needs student population through the inclusionary model, where each student will be educated in the least restrictive environment. Individual Education Plans will be developed based on all student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies.

As set forth below, the School will ultimately be governed by the Board, receive oversight from the Superintendent and then operated by Lake Erie staff.

Roles and Responsibilities for each position are listed below:

### **Principal**

#### **Responsibilities:**

- Pursue the vision and Execute the mission of the School;

- Provide instructional leadership and direction to staff;
- Supervise and observe all instructional programs and practices in the School, including coaching and mentoring directly or through

other staff and/or professional development programs;

- Hire, evaluate, terminate staff as needed;
- Serve as liaison to the Board of Directors, including providing formal and informal reports to the Board;
- Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior;
- Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the School consistent with the philosophy, mission, values and goals of the School including instructional programs, extracurricular activities, discipline systems to ensure a safe and orderly climate, building maintenance, program evaluation, personnel management, office operations, and emergency procedures;
- Ensure compliance with all laws, board policies and civil regulations;
- Establish the annual master schedule for instructional programs;
- Evaluate lesson plans and observing classes (teaching, as duties allow) on a regular basis to encourage the use of a variety of 21<sup>st</sup> Century instructional strategies and materials;
- Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the School;
- Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students;
- File all required reports regarding violence, vandalism, attendance and discipline matters;
- Establish a professional rapport with students and with staff that has their respect;
- Display the highest ethical and professional behavior and standards when working with students, parents and school personnel. Serve as a role model for students, dressing professionally, demonstrating the importance and relevance of learning,
- Notify immediately the Superintendent, 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 Superintendent advised of employees not meeting their contractual agreement;

- Keep the staff informed and seek ideas for the improvement of the School;
- Conduct meetings, as necessary, for the proper functioning of the School;
- Establish and maintain an effective inventory system for all school supplies, materials and equipment;

- Establish procedures that create and maintain attractive, organized, functional, healthy, clean, and safe facilities, with proper attention to the visual, acoustic and temperature;
- Assume responsibility for the health, safety, and welfare of students, employees and visitors;
- Develop clearly understood procedures and provide regular drills for emergencies and disasters;
- Maintain a master schedule to be posted for all teachers;
- Establish schedules and procedures for the supervision of students in non-classroom areas (including before and after school);
- Maintain visibility with students, teachers, parents and the Board;
- Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the student in the School.
- Use effective presentation skills when addressing students, staff, parents, and the community including appropriate vocabulary and examples, clear and legible visuals, and articulate and audible speech;
- Use excellent written and oral English skills when communicating with students, parents and teachers;
- Complete in a timely fashion all records and reports as requested by the Board;
- Maintain accurate records; and
- Perform other duties, as deemed appropriate, by 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.



**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 21<sup>st</sup> Century Skills;
- Provide ample opportunities to all students to develop 21st century skills in activities outside the classroom such as student organizations, physical activities, and service learning;
- Engaging and empowering learning experiences for all learners; and
- Fully connected to learning data and tools for using the data; to content, resources, and systems to create, manage, and assess engaging and relevant learning experiences; directly to their students in support of learning both inside and outside school.

**General School and Classroom Responsibilities:**

- Understands, accepts, and abides by the School's philosophy and mission statement in all his/her school activities;
- Student-centric, holistic, and teach about how to learn as much as teaching about the subject area;
- Models tolerance, global awareness, reflective practice, and models the behaviors we expect from our students;
- Prepares instructional lesson plans as directed;
- Administers all standardized tests as directed;
- Keeps accurate records on each student such as: grade books and report cards, lesson plans, attendance records, and behavior/discipline records.
- Maintains confidentiality concerning all student information and any professional matters;
- Works with staff to improve student learning and achievement;

- Deploys sound classroom management techniques;
- Engage in collaboration with colleagues demonstrating a model of “connected educators” – this replaces solo practitioners (sage on





the stage) and develops positive working relationships with students, parents, school personnel and the public;

- Required to attend and/or participate in school activities as directed by the Principal such as: staff meetings (before or after school hours), open houses, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems;
- Follows all corporate and School policies and procedures;
- Participates in professional development workshops/programs;
- Maintain status of Highly Qualified Teacher as per federal definition; and
- Performs other duties, as deemed appropriate, by the Principal and Board.

**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.



**Title I Teacher**

**Purpose:** To provide supplemental instruction to students in core content/skill areas of identified school need to overcome learning barriers that will contribute to their development as mature, able, and responsible men and women.

**Responsibilities:**

- Assist in the planning and development of the Title I Reading and Math programs or other targeted areas of need the school is addressing;
- Assists staff in interpreting students' needs and progress in reading, math and/or other targeted areas;
- Assists staff with plans and implements reading, math and other targeted programs as necessary;
- Assists staff with coordination and makes research-based strategy recommendations in the regular program of reading, math or other targeted instructional areas;
- Recommends use of varied instructional materials, reference works, kits, trade books, audiovisual aids, etc.;
- Conducts in-service workshops and demonstrations pertinent to methods and materials appropriate to various levels of reading and math instruction;
- Regularly observes reading, math instruction and other targeted areas of need and helps staff improve student performance through the use of research-based strategies;
- Confers with parents concerning individual students having academic difficulties and with any Title I parents requesting such a conference;
- Collaborates with the certified teacher in order to implement lesson plans;
- Communicates student math and reading progress;
- Confers with classroom teachers in a collaborative model;
- Maintains awareness of student goals and objectives;
- Progress monitoring and data collection to support math and reading progress;
- Attends and contributes to staff training provided by the district and the school, as directed by principal;
- Supports all program components necessary for differentiation of student needs;
- Works to facilitate accomplishment of the success of the total school Response to Instruction and Intervention (RTI) program;
- Reports to the assigned area in a timely manner, recognizing the importance of following a fast-paced schedule;
- Maintains, submits, and meets deadlines of required paperwork related to math and reading and RTI including data entry;
- Develop lesson plans that ensure the attainment of state learning 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;**

- Develop 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;
- Understands, accepts, and abides by the School's philosophy and mission statement in all his/her school activities;
- Student-centric, holistic, and teach about how to learn as much as teaching about the subject area;
- Models tolerance, global awareness, reflective practice, and models the behaviors we expect from our students;
- 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;
- Required to attend and/or participate in school activities as directed by the Principal such as: staff meetings (before or after school hours), open houses, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems;
- Follows all corporate and School policies and procedures;
- Maintain status of Highly Qualified Teacher as per federal definition; and
- Performs other duties, as deemed appropriate, by the Principal and Board.

**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.

EL 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 21<sup>st</sup> Century Skills;
- Engaging and empowering learning experiences for all learners; and

**General School and Classroom Responsibilities:**

- Understands, accepts, and abides by the School's philosophy and mission statement in all his/her school activities;

- Student-centric, holistic, and teach about how to learn as much as teaching about the subject area;
- Models tolerance, global awareness, reflective practice, and models the behaviors we expect from our students;
- • 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 School.

**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.

**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.

### ***Academic Coach***

The job of Academic Coach was established for the purpose/s of facilitating on-site professional development sessions; providing model lessons for teachers; assisting teachers in securing resources for carrying out school improvement plans; monitoring teaching practices; and facilitating continuous assessment of student progress utilizing data from local (NWEA), State Assessments, and/or common assessments.

### **Essential Functions**

- Assists teachers in designing and implementing lesson plans and assessments that reflect the use of Best Practices and are correlated to the State Standards/Common Core for the purpose of providing instruction that will increase academic achievement.
  - Assists teachers in developing classroom management strategies that foster a climate conducive to academic achievement for students in all subgroups for the purpose of raising achievement and addressing the academic needs of all students.
  - Assists teachers in securing appropriate resources for the purpose of implementing the School Improvement Plan.
  - Assists teachers in using flexible grouping for the purpose of addressing academic deficiencies appropriately and providing opportunities to accelerate academic performance.
  - Assists the school's leadership team in monitoring the implementation of actions and strategies included in the School Improvement Plan for the purpose of assisting the school in meeting the identified goals.
  - Guides and assists grade levels in the development of teaching units and common assessments for the purpose of gathering data that will be used to target specific content areas.
  - Maintains a data file of teachers and students scores and identifies at-risk, on-track, off-track students and develops learning geared to these students..
  - Keeps current on information related to School Improvement which is published on the ODE Website, Sponsored Sites, and other professional journals for the purpose of providing instruction that is supported by research-based practices.
  - Leads the school in providing extended time on task for students who do not meet expected goals or who are at-risk for the purpose of increasing academic performance, and meeting or exceeding the standards.
-

- Monitors the delivery of instruction to students in all subgroups within the school for the purpose of helping the school make adequate yearly progress.
- Provides assistance to teachers in analyzing test data and student work for the purpose of planning instruction that targets identified needs.
- Provides model lessons for teachers in academic areas for the purpose of identifying effective instructional practices.
- Works closely with the principal in planning, implementing, and assessing reform efforts at the school for the purpose of creating a learning environment that supports academic achievement for all students.

***Page 2 Instructional Coach***

**Essential Functions (continued)**

- Works with the school's leadership team for the purpose of developing and implementing a staff development plan that identifies professional development needs.
- Daily attendance and punctuality are required for the purpose of ensuring the goals of

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the work can be met.

- Performs other related duties, as assigned, for the purpose of ensuring the efficient and effective functioning of the work required.
- Ability to work under limited supervision using standardized practices and/or methods; directing other persons within a small work unit.

**Qualifications and Skills Minimum Qualifications**

- SKILLS are required to perform multiple, highly complex, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill- based competencies required to satisfactorily perform the functions of the job include: applying assessment instruments; operating standard office equipment including using pertinent software applications; and preparing and maintaining accurate records.
-

- KNOWLEDGE is required to perform basic math, including calculations using fractions, percent, and/or ratios; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: appropriate codes, policies, regulations and/or laws; age appropriate activities; lesson plan requirements; stages of child development; and behavioral management strategies. Knowledge of child growth and development and knowledge of current effective teaching practices and the principles of data-driven decision-making and standards-based education.
  - ABILITY is required to schedule activities, meetings, and/or events; gather, collate, and/or classify data; and use job-related equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize specific, job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is moderate. Specific ability-based competencies required to satisfactorily perform the functions of the job include: establishing and maintaining constructive relationships; adapting to changing work priorities; maintaining confidentiality; exhibiting tact and patience; and working flexible hours.
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Page 3 Instructional Coach

### **Reports to: Principal**

### **Required Qualifications**

- Master's Degree in Curriculum with a strong focus on reading and mathematics.
- Experience in providing professional development trainings in areas of school

improvement.

- Teaching experience in the grade levels being served.
- Minimum 5 years teaching experience.
- Proficiency in the use of technology to include Excel, or another comparable database

program.

### **Working Environment**

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- The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; and significant fine finger dexterity. Generally the job requires 40% sitting, 20% walking, and 40% standing. This job is performed in a generally clean and healthy environment.

## **CTE Director**

### **Purpose Statement**

The Career Technical Education Director is to assist individual students in obtaining and keeping competitive employment that is consistent with his or her vocational goals. The CTE Director will assist students in their career choices by providing guidance and support to students.

### **Essential Functions**

- Conducts an orientation/interview with each individual student to evaluate skills, work history, and personality.
- Develops an individual career plan and training plan for each new student with information from the student, and with permission from family members or past employers.
- Conducts a required job class that teaches students job readiness skills,
- Assist students with long-term employment goals, work history, strengths, personal culture, and other factors that relate to a current vocational goal. Engages with students and establish collaborative, trusting relationships directed toward the goal of competitive employment in community settings.
- Posts weekly job listings from local and surrounding areas. Provide information on different community activities, social events, and/or professional development workshops.
- Travels frequently by doing employer and home visits to check on students' attendance, work and performance evaluation status.
- Builds good rapport individuals in the area with community businesses, universities, and community colleges.
- Maintain a student records and data on work and volunteer hours.
- Provide a weekly report on community services and developments and overall employment work percentage.

### **Qualifications**

- Commitment to the company's mission, vision and growth
  - Passion for improving educational and career opportunities for urban students and for building a strong, mission-driven organization
  - Exceptional interpersonal, communication and presentation skills
  - Effective organizational skills with the ability to perform multiple tasks.
  - Strong interpersonal skills.
  - Proficiency in the use of technology.
  - Experience with personalized student advising and motivation skills.
  - Passion for working with, and teaching, youth of various social, educational, and economic backgrounds and levels.
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- Willingness to go “above and beyond” to support students in achieving academic and career goals.
- Commitment to continued personal and professional growth.

**Reports to: Principal**

**Requirements**

- Bachelor’s degree.
- 3 or more years’ experience in CTE field

**Working Environment**

- The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; and significant fine finger dexterity. This job is performed in a generally clean and healthy environment.

**Assistant Principal**

**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.

## Academic and Career Advisor

### Essential Functions

- Conduct an orientation and interview with each student to identify his/her post-secondary goals. This includes completion of a Career Profile Sheet and an Individual Career Plan.
- Assist all upcoming graduates in securing post-secondary goals, such as employment, college, military, internships, and trade school apprenticeship. This includes assistance in completing applications, such as FAFSA, scheduling college tours and registering for ASVAB testing.
- Identify and post relevant job listings from local and surrounding areas. Provide information on career fairs, workshops, trainings, or related community activities to students.
- Maintain all relevant student records, data, and reports, especially all documentation required for completion of each student's Career Portfolio and Credit Flex courses.
- Provide required performance reports, participate in relevant meetings, workshops, and/or committees.
- Register, coach, and monitor students in Soft Skills High.
- Assist with providing First Aid/CPR training to all students.
- Assist students with resume writing and schedule mock interviews.
- Facilitate and market volunteer, internship, externship, and job shadowing opportunities for students.
- Mentor pre-grads.
- Facilitate training for students in the Career Exploration Lab.
- Perform all other duties as assigned.

### Qualifications

- Minimum Associate's degree, Bachelor's degree preferred
  - Commitment to the school's mission, vision, and growth.
  - Passion for improving educational and career opportunities for urban students and for building a strong, mission-driven organization.
  - Possess exceptional interpersonal, communication, and presentation skills.
  - Effective organizational skills with the ability to perform multiple skills.
  - Strong interpersonal skills.
  - Proficiency in the use of technology.
  - Experience with personalized student advising and motivation skills.
  - Passion for working with and teaching youth of various social, educational, and economic backgrounds.
  - Previous experience working with at-risk youth in an educational setting
  - Commitment to continued personal and professional growth.
  - A valid driver's license and independent source of transportation.
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**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 School student records, which include the updating and maintenance of both hard copy and online student records;
- Prepares and/or maintains computer records of student attendance; enters data from submitted forms; reviews late/early-arrival forms, and reconciles with absences to create “tardy” and “early-leave lists; Maintain attendance accounting records in accordance with EMIS standards; Ensure attendance are accurate; verify with parents and teachers the validity of daily attendance as reported; Generate and distribute excessive absences letters or other attendance problem letters to parents;
- Maintains records of students’ scores on state mandated tests and standardized tests;
- Maintains records of student suspensions, student withdrawal from school, and record of reasons for student withdrawal;
- Prepares and/or maintains various files, and reports on exceptional, gifted, or special education children being served by the School as it relates to the student information system;
- Prepares customized reports for School needs;
- Disseminates information to the Principal and other School personnel regarding student information requirements for the operation of the student information system;
- Communicates with school personnel, parents, students, and central office staff while complying with the confidentiality requirements in local, state, and federal policies and status;

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

**Reports to:** 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;
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- 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.

### **Enrollment Coordinator**

#### **Responsibilities:**

- Establish presence in the community for outreach and recruiting purposes;
- Provide enrollment counseling for incoming students and families;
- Processing new student enrollments, student transfers, student withdrawals, and waiting lists;
- Serve as liaison to parents and facilitate parent education and involvement;
- Administer all enrollment, grading, scheduling standard operating procedures and timelines;
- Utilize and maintain the computerized student information system;
- Create and maintain School student records, which include the updating and maintenance of both hard copy and online student records;
- Prepares and/or maintains computer records of student attendance; enters data from submitted forms; reviews late/early-arrival forms, and reconciles with absences to create “tardy” and “early-leave lists; Maintain attendance accounting records in accordance with EMIS standards; Ensure attendance are accurate; verify with parents and teachers the validity of daily attendance as reported; Generate and distribute excessive absences letters or other attendance problem letters to parents;
- Maintains records of students’ scores on state mandated tests and standardized tests;
- Maintains records of student suspensions, student withdrawal from school, and record of reasons for student withdrawal;
- Prepares and/or maintains various files, and reports on exceptional, gifted, or special education children being served by the School as it relates to the student information system;
- Prepares customized reports for School needs;
- Disseminates information to the Principal and other School personnel regarding student information requirements for the operation of the student information system;

- Communicates with school personnel, parents, students, and central office staff while complying with the confidentiality requirements in local, state, and federal policies and status;
- Perform the duties associated with receptionist (i.e., answer phones, take messages, greet visitors/guests, address student needs, and release students as requested).
- Assist in yearly enrollment;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management.

**Reports to:** 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.

**Guidance Counselor**

**Purpose:**

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

**Responsibilities:**

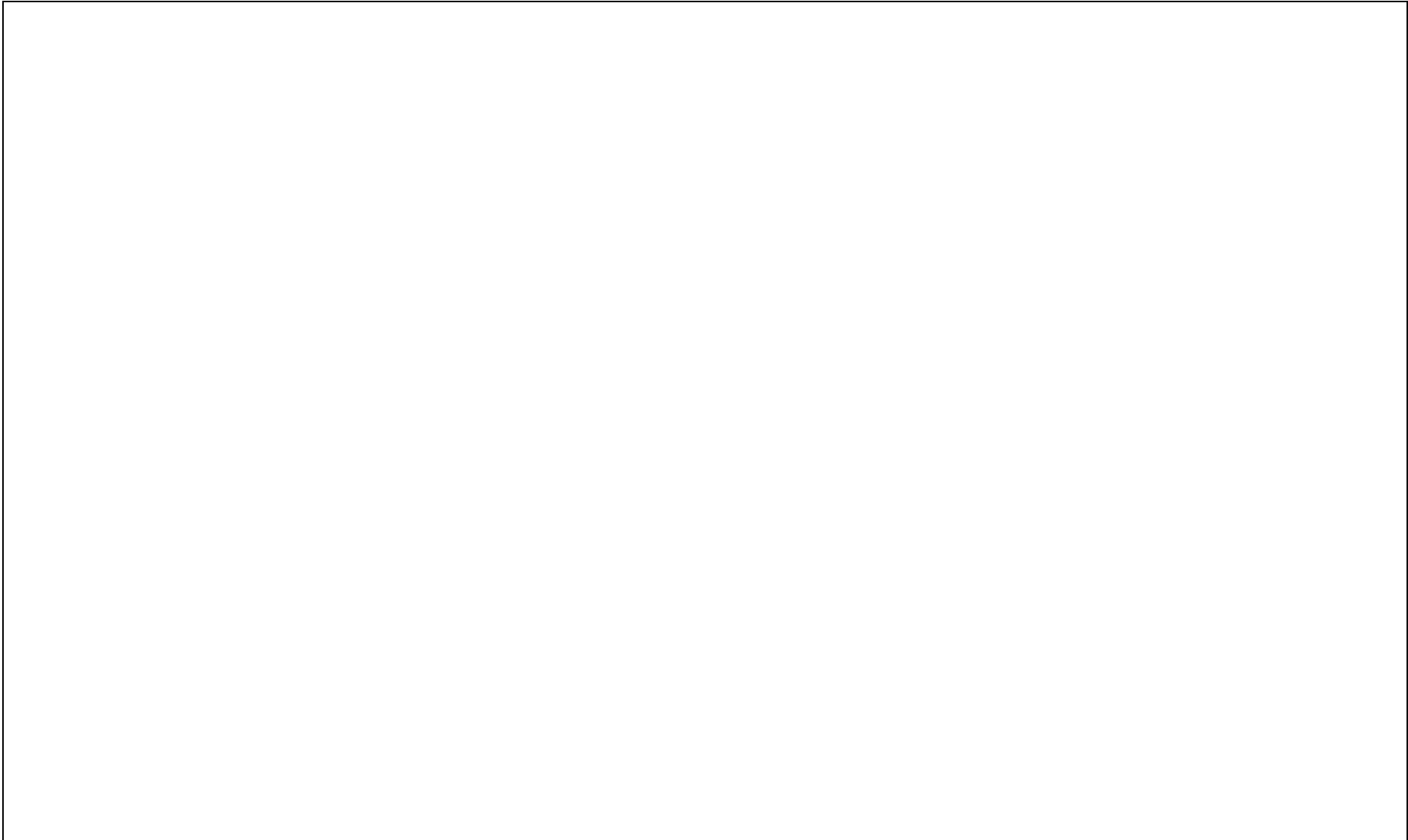
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- Uses the majority of time providing direct services such as academic guidance, individual student planning, and preventive and responsive services;
- Effectively and appropriately assess and address the needs, characteristics, and interactions of students, families, and community;
- Use knowledge and understanding of the reciprocal influences of home, school, and community to intervene for student success via such practices as assessment, crisis intervention, home visits, conflict resolution, individual and group counseling, consultation, program development, dropout prevention, and coordination of School and community services;
- Advocate for appropriate services for students and their families;
- Consult and collaborate with stakeholders on behalf of students and their families;
- Effectively plan, implement, and evaluate programs that promote student and family success;
- Provide appropriate services to students in ways to build upon individual strengths and offer students maximum opportunities to participate in the planning and direction of their own learning experiences;
- Collaborate with local businesses to find career learning opportunities for students;
- Provide appropriate follow-up to ensure that students' needs are being met;
- Act as a point of contact for outside organizations and businesses working with students and their families;
- Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals, and plans;
- Collaborates with parents/guardians and educators to assist students with educational and career planning;
- Establish rapport with local and regional high schools and/or colleges
- Maintains student confidentiality; and
- Perform other duties, as deemed appropriate, by the Principal or Management Company. **Reports To:** Principal

**Requirements:**

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








**2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment**

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 <b>Recruitment and Retention Plan</b>	<b>8.1</b>	<b>3) Describe the plan to recruit and retain highly qualified personnel including how the school will meet the goals identified in Ohio's 2015 Plan for Equity at ODE's website at:</b> <a href="https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Planand-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-ExcellentEducators102615.pdf.aspx">https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Planand-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-ExcellentEducators102615.pdf.aspx</a> .
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## 2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment

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The school will utilize various forms of recruitment methods to hire the best possible staff. We intend to hire staff from within the local and surrounding areas. The website will have all available positions listed and a section where possible candidates can apply online. We will also use on-line teaching websites such as ODE, K12 Jobspot and Indeed to post our available positions. The Director will attend college recruitment fairs to recruit top teaching candidates that are entering their teaching career or changing positions.

We believe that creating and maintaining an atmosphere of respect among all employees will help to retain high quality teachers. Teacher empowerment is an important component of the school instructional design. Teachers will be seen as professionals who are the experts. Teachers in the same content area will both physically and organizationally create Professional Learning Communities (PLC's). This will allow teachers to work together to plan lessons and meet the needs of their students. Teachers will also work collaboratively in PLC's to improve their professional practice and ultimately ensure that everyone within the school environment is working to collectively help everyone be successful. We will continue to develop talent in all employment classifications through high quality professional development, mentoring, and other forms of collaboration.



We will also retain high quality teachers through a comprehensive compensation and benefits package. It is our desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable. Compensation may vary with individual and School's performance, as well as, in compliance with all applicable statutory requirements.

In addition to receiving an equitable salary, employees may be eligible for other benefits that will enhance their job satisfaction. A good benefits program will be a solid investment in our employees. The Director and Board of Directors will periodically review the benefits program and will make modifications as appropriate to the School's offerings.

In addition to the all of the above stated items, the school will follow the guidelines of the Ohio's Educator Equity Plan, as we realize that an effective teachers' decision to stay in a high poverty and high priority school is greatly impacted by the schools' teaching and learning conditions. We will make it our responsibility to provide an increase in professional learning opportunities and career pathways that will allow teachers to pursue conduits in leadership and effectively develop their skills to educate our students. We will ensure that school leaders are provided with the appropriate professional development and training to support our educators which will provide an essential structure for effective teaching and learning. In addition, the school will form partnerships with local colleges that will help the school recruit and hire qualified teachers in identified shortage areas. In the school, we will provide a high quality induction into the school for all new teachers which includes a mentor teacher that will provide additional support and peer coaching.

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## 2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment

 <b>Student/Teacher Ratios</b>	8.1	<b>4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i></b>
<p>Students will learn and grow with at least a 28:1 student to teacher ratio. Students are taught by Highly Qualified Teachers, Intervention Specialists, as well as, support staff who will be part of the collaborative team to support each student in their educational endeavors. Intervention Specialists will serve the special needs student population through the inclusionary model, where each student will be educated in the least restrictive environment. Individual Learning Plans will be developed based on each student's needs, and Intervention Assistance Teams will stand ready to identify any academic issues and implement alternate strategies through the Response to Intervention process.</p>		
 <b>Staffing Plan for Projected Enrollment</b>	8.1	<b>5) Describe staffing plan based on projected enrollment for the term of the school's charter. Differentiate between certified teaching, para-teaching, and non-licensed staff.</b>

## 2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment

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The school anticipates a 3% increase in FTE's per year. Based on the projections and actual enrollment, additional staff will be hired according to the needs of the school and student population.

Upon increased enrollment, additional classroom teachers or non-teaching positions will be added to the current staff roster. Other staff may be added as the school's needs change. These may include additional certified teachers or certified aides in the following areas:

- Special Education
- Title Teachers

All licensed teachers will be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the School will forward teacher qualifications, including but not limited to, the content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the Sponsor for compliance purposes.

The School will also employ necessary non-teaching employees. Prior to the first day of school, the School will provide the Sponsor with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School. All teachers and para-professionals shall meet the "highly qualified" standards, as applicable per the Ohio Department of Education. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching.

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## Performance Framework for Academic Performance

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. During a renewal year, the school will be evaluated on an average calculated over the years of the charter term.

### TRADITIONAL K-12 COMMUNITY SCHOOLS

#### Academic Performance

Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 point	0 Points
Overall Grade	Overall Grade on the Local Report Card	A (weighted x 3)	B (weighted x 2)	C	D	F
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to any comparison school in Overall Grade, the school will be compared in the Progress Component Grade. The School will then be given credit for each school it outperforms in its comparison group in Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)		> 2 (weighted x 2)	≥ 1	< 1
Achievement	Measures student performance on state tests	A	B	C	D	F
Progress <small>*Note: as reported on the local report card as the progress component score. Not ODE’s one year calculation as used for closure.</small>	The growth that all students are making based on their past performance	A (weighted x 3)	B (weighted x 2)	C	D	F
Gap Closing	How well schools are meeting the performance expectations for subgroups in English Language Arts, Math, Graduation and English language proficiency	A (weighted x 3)	B (weighted x 2)	C	D	F
K-3 Literacy	How successful the school is at improving at-risk K-3 readers	A	B	C	D	F

Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card	93-100	89-92.9	84-88.9	79-83.9	< 78.9
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	95-100	90-94.9	85-89.9	80-84.9	< 79.9
Prepared for Success	Component Grade from Local Report Card	A	B	C	D	F
Chronic Absenteeism Indicator	The amount of students missing at least 10 percent of instructional time for any reason (excused or unexcused absences)	N/A	N/A	Met Indicator	N/A	Did Not Meet Indicator
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Bonus Points:	One bonus point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. K-3 moves from D to C)					
	One bonus point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One bonus point given if school increases the number of schools it outperforms in either the Overall Local Report Card Grade or the Progress Component Grade. (ex: improves from outperforming one school to outperforming two schools)					
	School will receive 1 bonus point if its percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 bonus points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					
Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.						44

Target Points (at least a 75%):		33 *Note: 33 points are achieved if the school meets all target scores and all measures listed above are applicable.
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### DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

#### Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card <small>*Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.</small>	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Identified Paths to Future Success	Strategy 10 of Ohio’s Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career based instruction or military readiness.
Bonus Points:	One bonus point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One bonus point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One bonus point given if school increases the number of schools it outperforms in the Overall Local Report Card Grade as listed in the contract. (ex: improves from outperforming one school to outperforming two schools)			
Total Points Available (100%): *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%):				36 *Note: 36 points are achieved if the school meets all target scores.



### Organizational/Operational/Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Assessment data, CSLT Meeting Form and Management Company Evaluation, SIP, Annual Report, Five-year forecasts are submitted timely.	All Applicable Submissions were Submitted Timely	At least half of the applicable Submissions were submitted timely	Less than half of the applicable submissions were submitted timely
Academic Coach	An academic coach was hired if required	Academic coach was hired by December 31 AND meets the outlined recommendations established in the Academic Coach Credential document	Academic coach was hired and met the majority of the outlined recommendations in the Academic Coach Credential Document	Academic coach was not hired.
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Mostly Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current		Ratio greater than 1.5:1	Ratio 1:1 to 1.49	Ratio less than 1:1

Liabilities, net of GASB 68,75)				
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		Submitted on time with no projected deficits	Submitted on time with no projected deficits the first three years	Not submitted on time or projected deficits in the first three years
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Bonus Points:				
	One bonus point is given for each mission specific goal as provided in the School's school improvement plan that is met for any subgroup up to a maximum of 3 points. *Note: Each year schools are required to submit a school improvement plan to the sponsor. The school establishes goals in these plans that are mission specific. Evidence will be provided by the school on a yearly basis to show if these mission specific goals are met by subgroup.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				24
Target Points (at least a 75%):				18 *The school should strive to achieve 18 points in this section by achieving a combination of target and above target points.



## ***Intervention Attachment- 6.4*** ***Dropout Prevention and Recovery Schools*** (As defined by ORC 3314.36)



### ➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School Report Card (“iLRC”) Power User Reports (or any subsequent report enacted to replace or supplement the iLRC Power User Reports) hereafter known as the “Graded Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- When the school receives a grade of “Meets Standards” or higher for the Overall School Rating on the Local Report Card interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standard” or higher on the Overall School Rating.
- All schools must develop and implement a School Improvement Plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

## Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

### First Year Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

#### 1. Overall School Rating

#### The Sponsor Will:

- A. Offer technical assistance for the Ohio 5-Step Improvement Process (OIP) and the development of the School Improvement Plan.
- B. Require the School to review or revise a School Improvement Plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the School Improvement Plan.
- C. Require the School to monitor and evaluate the School Improvement Plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the School Improvement Plan Action Steps.

#### The School Will:

- A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement the Ohio 5-step Improvement Process (OIP) to identify root-cause, needs, goals, strategies, and action steps that will move the school forward. Training on implementing the Ohio Improvement Process must be provided to all staff involved in implementing the OIP.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise the required OIP Focused Plan inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the School Improvement Plan and 5-Step Process and at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
  - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.
  - b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit

	<p>c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.</p>
<p>E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.</p>	<p>E. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:</p> <ul style="list-style-type: none"> <li>d. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.</li> <li>e. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit</li> <li>f. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.</li> </ul>
<p>F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.</p>	<p>F. Hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.</p> <p>G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p> <p>H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

## Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

### Second Year Actions (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

#### 1. Overall School Rating

**In addition to Year 1 supports, the Sponsor Will:**

**The School Will:**

A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.

A. The School will build upon and strengthen all First Year Actions.

B. Review and offer feedback on the School Improvement Plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.

B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.

C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development (2015).

C. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the School Improvement Plan. Follow guidelines presented in Ohio Standards for Professional Development (2015).

D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.

D. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.

E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.

F. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing authority with suggestions for modification, deletions, or expansions based on the data.

*Intensive Academic Intervention status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions, but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “Meets Standards” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.*

**Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)**

**Third Year Actions**

**After Receiving a third consecutive rating of “does not meet” on the following Local Report Card measure:**

**1. Overall School Rating**

<b>If the School is not required to close by the Ohio Revised Code, the Sponsor may:</b>	<b>The School Will:</b>
A. Sponsor may take over the operations of the school; and/or	A. Close at the conclusion of the school year and meet all requirements for closure as outlined by the Ohio Revised Code if the School meets the requirements for closure as found in the Ohio Revised Code.
B. Work with the Board to replace the operator of the school; and/or	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school on Probation <sup>2</sup> status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation <sup>2</sup> status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Replace staff relevant to failure; and/or
	E. Reconfigure the organizational structure of the school or adopt a new operational structure.

## ATTACHMENT 8.3

### LAKE ERIE INTERNATIONAL HIGH SCHOOL

#### Dismissal Procedures for Staff

Dismissal procedures for staff and the plan for disposition of employees of Lake Erie International High School includes the Governing Authority, Superintendent, and Principal to work together to notify the school staff in the event the community school closes.

Dismissal procedures for staff and the plan for disposition of employees include, but not limited, to the following:

- Leadership team will ensure there is a clear and written timeline for the school closing as set forth in Attachment 3.4
- Ensure that STRS and SERS contributions are current
- Clarify COBRA benefits and notify staff when medical benefits will end
- Remind the faculty staff of their obligation to teach up to the official closing date or otherwise determine that the school is properly staffed up to the closing date
- Ensure that each faculty's LPDC information is current and available to the teachers, and provide sponsor representative's contact information to all staff
- The school will work closely with other schools, sponsors and ODE to assist teachers in finding employment should closure occur.

Please note that the school will make all possible effort to notify employees in advance of school closure and if possible assist staff in getting other positions at nearby schools. Lake Erie International High School adheres to federal and state laws regarding unemployment compensation and will pay SERS/STRS and provide cobra benefit information to all employees.



## ATTACHMENT 8.4

### Lake Erie International High School

#### Employee Benefits

Lake Erie International High School Governing Authority will continue to ensure that all required benefits are in place and offered to its eligible employees, including teaching, service and administration staff. These benefits include STRS/SERS (as applicable) and health insurance, should the employee choose and may also include dental/ vision. The board's human resource committee will continue to monitor the school's comprehensive benefits program and identify cost-effective potential providers in accordance to the vendor policies adopted by the board.

Benefits made available to employees will include:

- Insurance Coverage

A comprehensive, quality insurance program will be provided to eligible employees in the areas of health, dental, and life insurance. Insurance will also be available to eligible family members.

- Recognized Holidays

Regular full-time employees will be eligible for holiday pay. Recognized holidays include those school holidays, which are recognized by the public school district (according to the district calendar) in which the employee is employed with the Charter School. This does not include the summer holidays.

- Sick Leave

Each full-time employee may earn sick time at the end of each completed month of service.

- STRS and SERS

Retired teachers will receive a reasonable and reliable defined benefit pension through STRS and SERS. Beginning July 1, 2019 Members will contribute 10% of their salary to SERS and Beginning July 1, 2019 members will contribute 14% for STRS of their salary.

	<u>July</u>	<u>August</u>	<u>September</u>
<b>REVENUES:</b>			
State Foundation & Federal Programs	162,451.00	162,451.00	162,451.00
Federal Prgrams	21,614.00	21,614.00	21,614.00
West Prep Rent	10,000.00	10,000.00	10,000.00
Lunch Program	2,500.00	2,500.00	2,500.00
CTE Funds	37,714.00	37,714.00	37,714.00
<b>TOTAL REVENUES</b>	<b>234,279.00</b>	<b>234,279.00</b>	<b>234,279.00</b>

**EXPENSES:**

<b>Salaries:</b>			
Teacher Salaries	15,167.00	15,167.00	15,167.00
Student Ambassador	2,417.00	2,417.00	2,417.00
Emis/Office Manager	4,000.00	4,000.00	4,000.00
I.S. Teachers	7,667.00	7,667.00	7,667.00
Student Success Coordinator	4,140.00	4,140.00	4,140.00
IA Salaries	3,000.00	3,000.00	3,000.00
Superintendent	10,000.00	10,000.00	10,000.00
Principal Salary	5,667.00	5,667.00	5,667.00
Assistant Principal Salary	5,250.00	5,250.00	5,250.00
Secretary Salary	2,917.00	2,917.00	2,917.00
Community Engagement Specialist	4,250.00	4,250.00	4,250.00
Enrollment Coordinator	3,250.00	3,250.00	3,250.00
Custodian Salary	-	-	-
Attendance & Retention	3,250.00	3,250.00	3,250.00
Vocational Specialist	4,000.00	4,000.00	4,000.00
Academic Coach	4,000.00	4,000.00	4,000.00
<b>Total Salaries Costs</b>	<b>78,975.00</b>	<b>78,975.00</b>	<b>78,975.00</b>

<b>Benefits:</b>			
Retirement -STRS and SERS	11,057.00	11,057.00	11,057.00
Medicare Taxes	1,145.00	1,145.00	1,145.00
SUI Taxes	3,317.00	3,317.00	3,317.00
Workers Compensation	932.00	932.00	932.00
Health Insurance	11,846.00	11,846.00	11,846.00
<b>Total Benefits Costs</b>	<b>28,297.00</b>	<b>28,297.00</b>	<b>28,297.00</b>

<b>Facilities:</b>			
Building Lease Costs	11,583.00	11,583.00	11,583.00
Building Utilities	1,417.00	1,417.00	1,417.00
Cleaning Costs	833.00	833.00	833.00
Grounds Maintenance	1,250.00	1,250.00	1,250.00
Security, Cameras & Door Looks	1,667.00	1,667.00	1,667.00
HVAC Repair @ West Prep - As Landlord	3,333.00	3,333.00	3,333.00
Building Furniture	833.00	833.00	833.00

Copier Costs	1,667.00	1,667.00	1,667.00
Maintenance Supplies	1,667.00	1,667.00	1,667.00
Other Facilities Costs	2,083.00	2,083.00	2,083.00
<b>Total Facilities Costs</b>	<b>26,333.00</b>	<b>26,333.00</b>	<b>26,333.00</b>
<b>Curriculum &amp; Instruction Support</b>			
Instructional Supplies	8,333.00	8,333.00	8,333.00
Professional Development	3,333.00	3,333.00	3,333.00
Therapy Costs	12,500.00	12,500.00	12,500.00
Testing Materials	833.00	833.00	833.00
Instructional Software Licenses	2,083.00	2,083.00	2,083.00
Student Activities	833.00	833.00	833.00
<b>Total Curriculum Costs</b>	<b>27,915.00</b>	<b>27,915.00</b>	<b>27,915.00</b>
<b>Information Technology:</b>			
Internet, VOiP, Wireless & Support	3,333.00	3,333.00	3,333.00
Computer Licensing	833.00	833.00	833.00
Software Licensing	-	-	-
Computer and Server Furniture and Supplies	833.00	833.00	833.00
ITC/DASL	375.00	375.00	375.00
Connectivity Services Wiring	417.00	417.00	417.00
<b>Total IT Costs</b>	<b>5,791.00</b>	<b>5,791.00</b>	<b>5,791.00</b>
<b>Advertising:</b>			
Lobbying	-	-	-
Conferences	-	-	-
Advertising Supplies	1,667.00	1,667.00	1,667.00
<b>Total Advertising Costs</b>	<b>1,667.00</b>	<b>1,667.00</b>	<b>1,667.00</b>
<b>Purchased Services:</b>			
Sponsorship Fees	6,005.00	6,005.00	6,005.00
Legal Fees	1,000.00	1,000.00	1,000.00
Financial Services	3,500.00	3,500.00	3,500.00
Financial Audit Fees	-	-	-
Medicaid Audit Fees	-	-	-
Tax Preparation Fees	-	-	-
Board Stipends	1,500.00	1,500.00	1,500.00
Transportation	2,083.00	2,083.00	2,083.00
Food Program Costs	2,500.00	2,500.00	2,500.00
Liability Insurance	1,250.00	1,250.00	1,250.00
Bank Fees	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
<b>Total Purchased Services Costs</b>	<b>17,838.00</b>	<b>17,838.00</b>	<b>17,838.00</b>
<b>TOTAL EXPENSES</b>	<b>186,816.00</b>	<b>186,816.00</b>	<b>186,816.00</b>
<b>PROJECTED NET PROFIT (LOSS)</b>	<b>\$ 47,463.00</b>	<b>\$ 94,926.00</b>	<b>\$ 142,389.00</b>

## Proposed Site Budget Evaluation Report For: Lake Erie

<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>
162,451.00	162,451.00	162,451.00	162,451.00	162,451.00	162,451.00
21,614.00	21,614.00	21,614.00	21,614.00	21,614.00	21,614.00
10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
37,714.00	37,714.00	37,714.00	37,714.00	37,714.00	37,714.00
<b>234,279.00</b>	<b>234,279.00</b>	<b>234,279.00</b>	<b>234,279.00</b>	<b>234,279.00</b>	<b>234,279.00</b>

15,167.00	15,167.00	15,167.00	15,167.00	15,167.00	15,167.00
2,417.00	2,417.00	2,417.00	2,417.00	2,417.00	2,417.00
4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
7,667.00	7,667.00	7,667.00	7,667.00	7,667.00	7,667.00
4,140.00	4,140.00	4,140.00	4,140.00	4,140.00	4,140.00
3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
5,667.00	5,667.00	5,667.00	5,667.00	5,667.00	5,667.00
5,250.00	5,250.00	5,250.00	5,250.00	5,250.00	5,250.00
2,917.00	2,917.00	2,917.00	2,917.00	2,917.00	2,917.00
4,250.00	4,250.00	4,250.00	4,250.00	4,250.00	4,250.00
3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00
-	-	-	-	-	-
3,250.00	3,250.00	3,250.00	3,250.00	3,250.00	3,250.00
4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
<b>78,975.00</b>	<b>78,975.00</b>	<b>78,975.00</b>	<b>78,975.00</b>	<b>78,975.00</b>	<b>78,975.00</b>

11,057.00	11,057.00	11,057.00	11,057.00	11,057.00	11,057.00
1,145.00	1,145.00	1,145.00	1,145.00	1,145.00	1,145.00
3,317.00	3,317.00	3,317.00	3,317.00	3,317.00	3,317.00
932.00	932.00	932.00	932.00	932.00	932.00
11,846.00	11,846.00	11,846.00	11,846.00	11,846.00	11,846.00
<b>28,297.00</b>	<b>28,297.00</b>	<b>28,297.00</b>	<b>28,297.00</b>	<b>28,297.00</b>	<b>28,297.00</b>

11,583.00	11,583.00	11,583.00	11,583.00	11,583.00	11,583.00
1,417.00	1,417.00	1,417.00	1,417.00	1,417.00	1,417.00
833.00	833.00	833.00	833.00	833.00	833.00
1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00
3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00
833.00	833.00	833.00	833.00	833.00	833.00

1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00
1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00
2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00
<b>26,333.00</b>	<b>26,333.00</b>	<b>26,333.00</b>	<b>26,333.00</b>	<b>26,333.00</b>	<b>26,333.00</b>

8,333.00	8,333.00	8,333.00	8,333.00	8,333.00	8,333.00
3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00
12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00
833.00	833.00	833.00	833.00	833.00	833.00
2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00
833.00	833.00	833.00	833.00	833.00	833.00
<b>27,915.00</b>	<b>27,915.00</b>	<b>27,915.00</b>	<b>27,915.00</b>	<b>27,915.00</b>	<b>27,915.00</b>

3,333.00	3,333.00	3,333.00	3,333.00	3,333.00	3,333.00
833.00	833.00	833.00	833.00	833.00	833.00
-	-	-	-	-	-
833.00	833.00	833.00	833.00	833.00	833.00
375.00	375.00	375.00	375.00	375.00	375.00
417.00	417.00	417.00	417.00	417.00	417.00
<b>5,791.00</b>	<b>5,791.00</b>	<b>5,791.00</b>	<b>5,791.00</b>	<b>5,791.00</b>	<b>5,791.00</b>

-	-	-	-	-	-
-	-	-	-	-	-
1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00
<b>1,667.00</b>	<b>1,667.00</b>	<b>1,667.00</b>	<b>1,667.00</b>	<b>1,667.00</b>	<b>1,667.00</b>

-	-	-	-	-	-
6,005.00	6,005.00	6,005.00	6,005.00	6,005.00	6,005.00
-	-	-	-	-	-
1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
2,083.00	2,083.00	2,083.00	2,083.00	2,083.00	2,083.00
2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

<b>17,838.00</b>	<b>17,838.00</b>	<b>17,838.00</b>	<b>17,838.00</b>	<b>17,838.00</b>	<b>17,838.00</b>
<b>186,816.00</b>	<b>186,816.00</b>	<b>186,816.00</b>	<b>186,816.00</b>	<b>186,816.00</b>	<b>186,816.00</b>
<b>\$ 189,852.00</b>	<b>\$ 237,315.00</b>	<b>\$ 284,778.00</b>	<b>\$ 332,241.00</b>	<b>\$ 379,704.00</b>	<b>\$ 427,167.00</b>

			Years	Assumptions
<u>April</u>	<u>May</u>	<u>June</u>	<u>1 Total</u>	
162,451.00	162,451.00	162,451.00	1,949,412.00	258
21,614.00	21,614.00	21,614.00	259,368.00	
10,000.00	10,000.00	10,000.00	120,000.00	
2,500.00	2,500.00	2,500.00	30,000.00	30000
37,714.00	37,714.00	37,714.00	452,568.00	452573.35
<b>234,279.00</b>	<b>234,279.00</b>	<b>234,279.00</b>	<b>2,811,348.00</b>	
				47% Staffing % of Budget
15,167.00	15,167.00	15,163.00	182,000.00	4 \$182,000
2,417.00	2,417.00	2,413.00	29,000.00	1 \$29,000
4,000.00	4,000.00	4,000.00	48,000.00	1 \$48,000
7,667.00	7,667.00	7,663.00	92,000.00	2 \$92,000
4,140.00	4,140.00	4,140.00	49,680.00	1 \$49,680
3,000.00	3,000.00	3,000.00	36,000.00	1 \$36,000
10,000.00	10,000.00	10,000.00	120,000.00	1 \$120,000
5,667.00	5,667.00	5,663.00	68,000.00	1 \$68,000
5,250.00	5,250.00	5,250.00	63,000.00	1 \$63,000
2,917.00	2,917.00	2,913.00	35,000.00	1 \$35,000
4,250.00	4,250.00	4,250.00	51,000.00	1 \$51,000
3,250.00	3,250.00	3,250.00	39,000.00	1 39000
-	-	-	-	\$25,000
3,250.00	3,250.00	3,250.00	39,000.00	1 \$39,000.00
4,000.00	4,000.00	4,000.00	48,000.00	1 \$48,000.00
4,000.00	4,000.00	4,000.00	48,000.00	1 48000
<b>78,975.00</b>	<b>78,975.00</b>	<b>78,955.00</b>	<b>947,680.00</b>	
				14% of Salaries and Wages
11,057.00	11,057.00	11,054.00	132,681.00	1.45%
1,145.00	1,145.00	1,145.00	13,740.00	4.20%
3,317.00	3,317.00	3,316.00	39,803.00	1.18%
932.00	932.00	932.00	11,184.00	
11,846.00	11,846.00	11,843.00	142,149.00	15% of Salaries and Wages
<b>28,297.00</b>	<b>28,297.00</b>	<b>28,290.00</b>	<b>339,557.00</b>	
				5% Facility % of Budget
11,583.00	11,583.00	11,587.00	139,000.00	139000
1,417.00	1,417.00	1,413.00	17,000.00	17000
833.00	833.00	833.00	15,000.00	10000
1,250.00	1,250.00	1,250.00	10,000.00	15000
1,667.00	1,667.00	1,667.00	10,000.00	20000
3,333.00	3,333.00	3,333.00	20,000.00	40000
833.00	833.00	833.00	5,000.00	10000

1,667.00	1,667.00	1,663.00	20,000.00		20000
1,667.00	1,667.00	1,663.00	20,000.00		20000
2,083.00	2,083.00	2,083.00	20,000.00		25000
<b>26,333.00</b>	<b>26,333.00</b>	<b>26,325.00</b>	<b>276,000.00</b>		
8,333.00	8,333.00	8,333.00	80,000.00		100000
3,333.00	3,333.00	3,333.00	30,000.00		40000
12,500.00	12,500.00	12,500.00	150,000.00		150000
833.00	833.00	837.00	10,000.00		10000
2,083.00	2,083.00	2,083.00	50,000.00		25000
833.00	833.00	837.00	10,000.00		10000
<b>27,915.00</b>	<b>27,915.00</b>	<b>27,923.00</b>	<b>330,000.00</b>		
3,333.00	3,333.00	3,333.00	30,000.00		40000
833.00	833.00	837.00	10,000.00		10000
-	-	-	-		
833.00	833.00	837.00	10,000.00		10000
375.00	375.00	375.00	4,500.00		4500
417.00	417.00	413.00	5,000.00		5000
<b>5,791.00</b>	<b>5,791.00</b>	<b>5,795.00</b>	<b>59,500.00</b>		
-	-	-	-		
-	-	-	-		
1,667.00	1,667.00	1,663.00	20,000.00		20000
<b>1,667.00</b>	<b>1,667.00</b>	<b>1,663.00</b>	<b>20,000.00</b>		
-	-	-	-		
6,005.00	6,005.00	6,005.00	72,060.00		261,560.00
-	-	-	-		
1,000.00	1,000.00	1,000.00	12,000.00	12000	
3,500.00	3,500.00	3,500.00	42,000.00	42000	
-	8,000.00	-	8,000.00		
-	-	-	-		
-	2,000.00	-	2,000.00		
1,500.00	1,500.00	1,500.00	18,000.00		18000
2,083.00	2,083.00	2,087.00	25,000.00		25000
2,500.00	2,500.00	2,500.00	30,000.00		30000
1,250.00	1,250.00	1,250.00	15,000.00		15000
-	-	-	-		
-	-	-	-		
-	-	-	-		
-	-	-	-		
<b>17,838.00</b>	<b>27,838.00</b>	<b>17,842.00</b>	<b>224,060.00</b>		<b>400</b>
<b>186,816.00</b>	<b>196,816.00</b>	<b>186,793.00</b>	<b>2,196,797.00</b>		<b>500</b>
<b>\$ 474,630.00</b>	<b>\$ 512,093.00</b>	<b>\$ 559,579.00</b>	<b>\$ 614,551.00</b>		

15166.67

Not on roster



support  
is pd  
support

Supplies ar	120000
Other	50000
Consulting	240000

support

support  
support

support

759,560.00  
150,000.00

759,560.00

Name	Contract Salary	Position
Alvin, Pope	\$39,000.00	Attendance/Retention Specialist
Brittany Harrison	\$29,000.00	Student Ambassador
Bruce Marsh	\$63,000.00	Assistant Director
Elisha Creve	\$45,000.00	Intervention Specialist
Elizabeth Allen	\$48,000.00	Teacher
Gisell Rivera	\$48,000.00	EMIS/ Office Manager
Joseph Marosan	\$43,000.00	Teacher
Larry Burt	\$120,000.00	Superintendent
LaTonya Johnson	\$36,000.00	Instructional Aid
Marileny Pedraza	\$39,000.00	Enrollment Specialist
Matthew Cajuste	\$47,000.00	Intervention Specialist
Norbert Spivey	\$48,000.00	Vocational Specialist
Scott Asche	\$51,000.00	Family Advocate
Tara Hullum	\$68,000.00	Principal
Valencia Lescook	\$49,680.00	Student Success Coordinator
William Hammer	\$48,000.00	Teacher
Wilnelia Muniz	\$35,000.00	Secretary
Ruth Bundy	\$48,000.00	Academic Coach
Jason Ferus	\$43,000.00	ELA
	\$947,680.00	

Terminated Steff members

New Position /Salary

Instructional Salaries \$358,000.00

Admin Salaries \$338,000.00

Support Services \$251,680.00







**Assumption for the Fiscal Year 2020**

**Expected Enrollment**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students										63	63	62	62

**Expected Instructors**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										4	4	4	4

**Expected Administrative Staff**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff													3

**All Other Expected Staff**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										1	1	2	2

**Expected Purchased Services**

Rent	\$ 139,000.00
Utilities	\$ 17,000.00
Other Facility Costs	\$ 120,000.00
Insurance	\$ 15,000.00
Management Fee	\$ -
Sponsor Fee	\$ 72,059.00
Audit/Treasury Fees	\$ 52,000.00
Contingency	\$ 18,001.00
Transportation	\$ 25,000.00
Legal	\$ 12,000.00
Marketing	\$ 20,000.00
Consulting	\$ 239,500.00
Food Services	\$ 30,000.00
Total	\$ 759,560.00

**Expected Debt**

Expected	Amount
Beg. Outstanding	\$ -
Add. Debt Proceeds	\$ -
Principle Retirement	\$ -
Interest Expense	\$ -
End of Year Debt	\$ -

**Narrative Summary**

- 1) Enrollment Trends      Enrollment is assumed at 250 for FY 20. Building maximum capacity is 250  
Staffing is assumed to be 19 for all years of the forecast. The building is at maximum capacity and does not allow for enrollment growth. Employees are paid out of both general and federal grant funds. Slight increases in staff cost are assumed as the State has not appreciably increased the per pupil formula
- 2) Staffing levels      Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, the school provides health insurance coverage to its staff. Benefits are projected to be between 23% to 25% of salaries for FY 2020.  
Will be servicing Students 9-12
- 3) Service levels      Assumes per pupil cost of \$10,700 (which includes payments for casino, facilities, and spec ed). No growth in per pupil revenue is expected.
- 4) State foundation      Is based on refunds and other class level fees
- 5) Other receipts      Held constant for future years.
- 6) Operating Disbursements      School has no debt
- 7) Debt
- 8) Purchased Services      General fund purchased services are the largest expenditure item. The five largest general fund purchased service items are rent, repairs/maintenance/trash removal, and utilities. No increases for inflation were projected for FY 2020.  
  
Other objects do not include audit fees and insurance as the new format requires them to be included in Purchased services. All other fees per the USAS manual are included.
- 9) Other objects      School is replacing Emo with an Executive Director who will be paid \$120,000 annually
- 10) Other assumptions      The school Purchased the Building to West prep Academy in FY 18. It now rents the property to West prep for \$120,000 annually

**Community School Budget**

IRN No. 151183

County: Cuyahoga

**School Name Lake Erie International High School  
Budget for Fiscal Year 2020**

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transport ation 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	\$ 358,000.00	\$ 251,680.00	\$ 338,000.00								\$ 947,680.00
Retirement Fringe Benefits 200	\$ 128,271.00	\$ 90,181.00	\$ 121,105.00								\$ 339,557.00
Purchased Services 400	\$ 40,000.00	\$ 244,560.00		\$ 64,000.00	\$ 276,000.00		\$ 135,000.00				\$ 759,560.00
Supplies 500	\$ 109,000.00		\$ 6,000.00		\$ 35,000.00						\$ 150,000.00
Capital Outlay 600											\$ -
Other 800											\$ -
<b>Total</b>	<b>\$ 635,271.00</b>	<b>\$ 586,421.00</b>	<b>\$ 465,105.00</b>	<b>\$ 64,000.00</b>	<b>\$ 311,000.00</b>	<b>\$ -</b>	<b>\$ 135,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,196,797.00</b>

**Budget Per Pupil**

Estimated Student Enrollment	250	\$2,541.08	\$2,345.68	\$1,860.42	\$256.00	\$1,244.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$8,787.19
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