This **CHARTER** is entered into by and between <u>ST. ALOYSIUS</u> ("**Sponsor**") and <u>Cincinnati Classical Academy</u> ("**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 <u>170 Siebenthaler Avenue</u>, <u>Cincinnati</u>, Ohio 45215-3715 (address of school) ("School") in <u>Hamilton County</u>, Ohio; and

WHEREAS, the School is located in the Reading City 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 <u>Public Benefit Corporation</u>. 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 <u>Attachment 1.3</u> 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 five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2020, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code no later than December 31 of the current year. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS the **Sponsor** within five (5) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

- 1.4 **Sponsor**. The **Sponsor** shall carry out the responsibilities established by law and provide monitoring, oversight and technical assistance to the Schools in accordance with R.C. 3314.03(D) by completing the following:
  - (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
    - (i) Conduct site visits to the **School** as necessary, but at least twice annually while classes are in session with one visit during the first half of the school year and the other visit during the second half of the school year; and
  - (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4b, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report.
    - (i) Report on annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
  - (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See* 2.7 below); and
  - (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance. 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**, if the material conditions are not remedied to the reasonable 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 material conditions to the reasonable 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 before the end of the school year;
  - (i) Upon learning of financial difficulties, 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 five (5) business days of receipt; and
- (f) Provide assurances in writing to the department of education not later than ten business days prior to the opening of the School's first year of operation or, if the School is not an internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building, as required in R.C. Section 3314.19; and
- (g) Abiding by the requirements in its contract with the Ohio Department of Education; 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. The Board shall provide the Sponsor with personal information not related to school business in order to enhance the Sponsor's ability to contact the Board, which personal information will not be attached to this Contract as it is not a public record. Current resumes, which shall include full name, home and/or work address, a valid telephone number and electronic mail address, for each School Governing Authority member will be provided to the Sponsor prior to the member being appointed to the School Governing Authority, but shall not be a part of this Contract. 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 its code of regulations. The **Sponsor** shall be notified of any changes in Directors in within five (5) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) in accordance with the Board's policy on compensation.

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 regular meetings schedule which affect all future meetings of the School Governing Authority shall 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 <u>Training of Governing Authority Members.</u> All new School Governing Authority members are required to attend Board training and shall begin the training within ninety (90) days of appointment and complete the training within six (6) months. Training for new members must be at least four (4) hours in length. 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 reasonable 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 criminal background check, including both a BCI and a FBI under the standards set out in RC. 3319.39, before serving on the Governing Authority. The School shall obtain the consent of each potential member of the Governing Authority to release that persons background checks to the Sponsor and to the Governing Authority. The BCI and FBI background checks must have been completed within one (1) year prior to the Governing Authority Member being appointed to the School Governing Authority. A copy of the BCI and FBI check will be submitted to the Sponsor. The Sponsor shall indicate preliminarily its approval of potential School Governing Authority member pursuant to the R.C. 3319.39 standards and communicate the approval to the School Governing Authority. The board has final approval of any new appointment to the Governing Authority.
- 2.4 <u>Material Adverse Effect</u>. 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 default 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 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 adverse development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject which may not be covered by insurance and the Treasurer's assessment of any financial impact to the school

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

- 2.5 **Sponsor Oversight**. The **School Governing Authority** and the **School's** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:
  - (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance.
  - (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 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) <u>Cash Fund Report</u> 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) <u>Statement of Net Position or Balance Sheet</u> statement showing assets, liabilities and net assets, in balance sheet form.
- (iv) <u>Statement of Revenues, Expenses and Changes in Net Position or Income Statement</u> Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts.
- (v) <u>Check Register</u> a listing of all checks for the month; and
- (vi) <u>Cash Reconciliation</u> 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
- (viv) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

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

(c) Signature on this document shall be evidence of granting to the **Sponsor** to read-only access to EMIS, and hard copies of other reports such as testing, with personally identifiable student information redacted.

- (d) Other appropriate and reasonable requests for information from the **Sponsor.**
- (e) Sponsor representatives shall be included in executive sessions provided such session do not include disputes with or claims of or to the sponsor or matters subject to the attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will keep information discussed in executive session confidential.
- (f) The School Governing Authority shall have a post-audit conference unless waived by the Auditor of State's office and the School. The Sponsor shall participate in the post-audit conference even if the School Governing Authority chooses not to participate.
- 2.6 <u>Technical Assistance and Training by Sponsor.</u> The Sponsor may provide technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as the current law requires. The School, School employees and School Governing Authority may be required to attend training and receive technical assistance at the direction of the Sponsor.
- 2.7 <u>Governing Authority Contracts.</u> 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 <u>Internal Financial Controls.</u> The School Governing Authority shall submit copies of all policies and procedures regarding internal financial controls, including the School's credit card policy, adopted and include them as Attachment 2.8 in this charter agreement.
- 2.9 <u>Public Records and Open Meetings Training</u>. 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 <u>Student Transportation</u>. 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 in accordance with R.C. 3327.016 at all times. Under R.C. 3314.091 and 3327.02, the School Governing Authority must notify the local traditional public school district if the School Governing Authority will be accepting responsibility for student transportation. 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 <u>Management by Third Parties</u>. 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 ten (10) business days. The **Sponsor** shall approve the proposed operator or the School's independent operation, which approval shall not be unreasonably withheld, prior to execution of a contract with the proposed operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract after its next scheduled Board meeting where in the new operator agreement is approved by the Board. 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 based on the responsibilities of the management company in the management contract. 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 <u>Non-Sectarian</u>. 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 <u>Disposition of Assets</u>. 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 <u>Commencement of School Operations</u>. 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 <u>Safety Plan.</u> Under R.C. 3313.669, 3313.6610 and 5502.263, the **School Governing Authority or designee** shall submit to the appropriate required governmental or law enforcement agency, 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.
- 3.7 Racial and Ethnic Balance. Attachment 3.7 shall include the ways the School will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School is in violation of a federal desegregation order, the School shall take any and all corrective measures to comply with desegregation order. The School Governing Authority must assess the Racial and Ethnic Balance of the School each school year in order to make necessary adjustments to any marketing plans then 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 <u>Tuition</u>. 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 <u>Admissions Policy</u>. The admissions and enrollment procedures of the **School** are attached hereto as **Attachment 3.9.**. The School and/or School Governing Authority shall

communicate any changes to the admissions and enrollment procedures within ten (10) business days after the change being approved. 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 may be given to eligible siblings of such students. In addition, if the School so wishes, preference may be given to students of full time staff of the School so long as such students comprise less than 5% of the total enrollment of the school. 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 seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School and School Governing Authority shall ensure all attendance and participation policies will be available for public inspection 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 <u>Suspension and Expulsion Policies</u>. 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. The School shall not suspend, expel or remove a student from the School under section 3313.66 of the Revised Code solely on the basis of the student's absences from School without a legitimate excuse.
- 3.12 <u>Students with Disabilities</u>. 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 legally required related services, or the **School Governing Authority** may contract for such related services. The **School Governing Authority's** plan to provide these services is included in Attachment 3.12.
- 3.13 <u>School Closure or Reconstruction</u>. 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 operate the School in the event the School Governing Authority fails to continue until the end of the approved school year. Provided however,

- the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 <u>Internet or Computer-Based Community Schools</u>. 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 Community School Bond. No new School shall initiate operation after February 1, 2016, unless the School Governing Authority has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the School Governing Authority, the Sponsor or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the Sponsor or the operator may provide a written guarantee of payment, which shall obligate the Sponsor or operator to pay the cost of audits of the School up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to Sponsor or to operate the School, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.
- 3.16 **Enrollment and Residency.** The School Governing Authority must adopt an Enrollment and Residency Policy in accordance with sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code. The **School** shall annually submit to the Ohio Department of Education and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. 5103.05.

#### **ARTICLE IV**

#### **Compliance With Laws**

4.1 Compliance with State Laws. The School shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 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), 3301.723(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), 3302.037 (Notification of report card results to parents, board); 3302.13 (Reading achievement improvement plan 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 (Leasepurchase 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), 3313.539 (Concussions and school athletics), 3313.608 (Third Grade Reading Guarantee), 3313.5310 (Information and training regarding sudden cardiac arrest); 3313.602 (Veteran's Day Observance), 3313.605 (Community service education program), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement); 3313.6111 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences); 3313.669 and 3313.6610 (SAVE Students Act), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children - exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (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), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Multi-sensory structured literacy

certification), 3319.22 through 3319.31 (Licensure/certification of employees), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.47 (Sexual harassment counseling), 3319.58 (Retesting teachers in low performance schools), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school - forms), 3321.14 (Attendance officer - pupilpersonnel workers), 3321.17 (Attendance officer and assistants - powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child's attendance at school), 3323.19 (Comprehensive eye examination), 3323.251 (Dyslexia screening), 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), 5502.262 (Safety Plans) 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) and 2921.44 (Dereliction of Duty) 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 will comply with sections 3313.3021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school; (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

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

The **School** 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.

The School will comply with all provisions of Title IX.

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

## **ARTICLE V**

#### **Facilities**

Location of Facility. The facility to be used for the School will be maintained at 170, 175, 177 Siebenthaler Avenue, Cincinnati, Ohio 45215-3715. 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 timely 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 <u>Attachment 5.1(b)</u>: (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 latest budget given to and approved by the **Board**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. If the **School** changes locations, adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Ohio Department of Education at least ten (10) business days prior to the **School** using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

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 as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.
- 5.3 <u>Closure of School</u>. 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 is authorized to serve grades K-7 and ages 5-15. The School shall provide an education plan as detailed in Attachment 6.3 for all grades it is authorized to serve. 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 and modify the education plan. Unless already authorized to serve additional grades, the **Sponsor** shall evaluate the request for added grades and shall evaluate any modifications and respond accordingly and Sponsor's approval shall be timely (within ten (10) business days) and not unreasonably withheld. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
  - Not including any period in which the Governor has declared a state of emergency, if the **School is** a traditional K-12 education institution and does not have at least one-hundred (100) students enrolled thirty (30) days prior to the first day of school or if the School is a drop-out recovery and prevention school and does not have at least seventy-five (75) students enrolled thirty (30) days prior to the first day of school, the Sponsor shall review the number of students enrolled, the financial and organizational position of the School and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the Sponsor determines that the number of students enrolled and the financial position of the School are not sufficient for the School to remain open for the entire school year, the Sponsor will require a guarantee of funding from the management company or other sources to keep the School in operation for the entire school year. The School will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

- 6.1.2 If the **School** is a traditional K-12 education school and does not maintain at least one-hundred (100) students during the school year of if the **School** is a drop-out recovery and prevention school and does not maintain seventy-five (75) students during the school year, the **Sponsor** may place the **School Governing Authority** on a Corrective Action Plan.
- 6.2 <u>Continuing Operation</u>. The School agrees to continue operation by teaching the minimum number of students permitted by law or this Charter, whichever is greater. Time is of the essence in continuing operation. Failure to continue operation without customary 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** shall consult with each local traditional school district that transports students to the School before changing the calendar or bell schedule which would change transportation drop off, pick-up or days and times needing transportation. Any changes made without this communication 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.

- Accountability Standards. The School's academic and non-academic goals shall be reflected in the School's School Improvement Plan approved by the School Governing Authority. During the first year a School enters into sponsorship with St. Aloysius, the School shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by October 15<sup>th</sup>. Each year, the School will be assessed on its performance on these goals and applicable local report card measures per the performance framework in Attachment 6.4. If the School does not meet the goals established in Attachment 6.4 it will be placed in intervention status. The School Governing Authority and Sponsor acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the School will be evaluated, to the extent possible, on available indicators from the performance framework, and the Sponsor may consider qualitative data from other methods of data collection.
- 6.5 **Assessments and Performance Standards**. The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments 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. Provided however, the School shall not be penalized for the administration of any assessment if the parent or guardian of the student elected not to have the nationally standardized assessment administered to that student. 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. 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. Testing shall not exceed the limits established by law, unless by resolution of the School Governing Authority. The School and School Governing Authority shall also comply with all applicable provisions of ESSA.
- 6.6 **<u>High School Diplomas and Graduation.</u>** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.6110, 3313.6114, 3313.614, 3313.615, 3313.617, 3313.618, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3314.03, 3326.11 and 3328.34 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**. Within ten (10) business days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

#### **ARTICLE VII**

#### Reporting

- 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, as well as its activities and standards. The School shall also provide a copy of the Sponsor's annual report to parents each year prior to November 30.
- 7.2 **Reports to Sponsor**. The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.
- 7.3 <u>Site Visits</u>. The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as the **Sponsor** deems advisable or necessary, provided the Sponsor does not disturb the educational process or testing.

#### ARTICLE VIII

#### **Employees**

Employment of Teachers. At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3302.01, 3302.03, 3311.78, 3311.79, 3314.03, 3317.141, 3319.22 to 3319.31, and 3326.13 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

or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom on a schoolwide average. If the **School** uses federal funds for the purpose of class size reduction by using Title 1 or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all School staff as shown on **Attachment 8.1.** 

- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter.
- 8.2 **Staff Evaluation.** Except for years in which state law exempts school districts the requirement of completing evaluations set forth in R.C. 3319.111 and/or 3319.02, 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 <u>Dismissal of Employees</u>. 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 <u>Employee Benefits</u>. The School must provide to all full-time employees' health and other benefits as set out in <u>Attachment 8.4</u>. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes <u>Attachment 8.4</u> 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.

8.4 <u>Criminal Background Check</u>. 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 copies of 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. The Board or its chief administrator shall receive all originals and the Board or the operator (if it employs the employees) shall make all final decisions as to hiring. 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.

As required by 3314.41, and as applicable, 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 <u>Financial Records.</u> 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.

9.5

- 9.2 <u>Fiscal Officer</u>. 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**. The 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 <u>Budget</u>. 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 <u>Attachment 9.4</u>. Each year, the <u>School Governing Authority</u>, 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 <u>Sponsor</u> shall assess the yearly budget to ensure the <u>School Governing Authority</u> maintains financial viability. Should the <u>Sponsor</u> reasonably request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the <u>School</u> agrees to comply with such requests. Should the <u>School</u> be managed by a third-party operator, the <u>School Governing Authority</u> must procure from such operator, sufficient data, at the <u>Sponsor's</u> reasonable discretion, to allow the <u>Sponsor</u> to review revenue and expenses as required and/or permitted by law.
  - Borrowing Money. The School Governing Authority may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School Governing Authority may issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the

- **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 Payment to Sponsor for Oversight. For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** may be made by monthly ACH debit from the School's checking account, and the School Governing Authority agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the School, allowing treasurers time to review and/or dispute the amount to be debited. If the School should close, payments to the Sponsor shall be made in full after all retirement funds of school employees and salary obligations have been fulfilled to School employees. If the School Governing Authority is required to repay funds received by the School from the State of Ohio due to an FTE adjustment or other obligation, then the Sponsor shall repay the School Governing Authority the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or the Auditor of State.
- 9.7 **Fiscal Year**. The fiscal year for the **School** shall be July 1 to June 30.

# **ARTICLE X**

# **Insurance/Indemnification**

- **<u>Liability Insurance.</u>** Commercial general liability insurance at all times will be 10.1 maintained by the School Governing Authority in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain comprehensive general liability, including directors' and officers' liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the School and the School Governing Authority, its Directors, officers and its employees but also provide additional insured status for the Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders. The School Governing Authority must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.
- 10.2 <u>Indemnification</u>. To the extent allowable by law, 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 so long as not the fault of the indemnified parties:

- (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 official 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 a third party based on operations of the School, unless the **third party** 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.
- 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 <u>Charter Authorization</u>. 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 <u>Termination and Cancellation of Contracts</u>. 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 <u>General Acknowledgements</u>. 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) Consistent with the Sponsor's responsibilities, the **Sponsor** has a legitimate educational interest in the educational records of the **School** consistent with any use in the **School's** interest, and the **School** grants to the **Sponsor** and the **Sponsor's designee** access to educational records with personally identifiable information redacted unless absolutely necessary for Sponsor to see, under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA"). The **Sponsor** shall indemnify the **School** for any costs or damages associated with the **Sponsor's** breach of this provision.
- (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 <u>Dispute Resolution</u>. 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 or the Ohio 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, 2022 and ending on June 30, 2028 to provide for the opportunity to review a full five (5) years' worth of school performance data. During the 2027-2028 school year, the School Governing Authority shall undergo the high stakes review conducted by the Sponsor. The high stakes review shall include a review of the data included in the performance framework of Attachment 6.4.
- 11.6 <u>Contract Performance Measures.</u> Each new 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 determine that the condition(s) outlined in ORC 3314.35 have been met;

- (b) If the **School** receives a rating of at least 2 Stars or higher in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is equal to or greater than three (3) of the five (5) comparison schools listed below, the school shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent measure. After the School is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.
  - (i) If the **School** is renewed and it received a grade of at least 2 Stars in only (1) applicable grade card component for the most recent school year, the Sponsor may offer a new charter agreement up to three (3) years.
  - (ii) If the **School** receives at least 2 Stars in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, it is eligible for a contract term between three (3) and five (5) years.
  - (iii) If the **School** received a grade of at least 3 Stars in multiple LRC graded components for the most recent school year, the Sponsor may offer a new charter agreement between five (5) years and seven (7) years.
  - (iv) If the **School** receives at least 4 Stars in multiple LRC graded components, it is eligible for a contract term between seven (7) to ten (10) years.
- (c) The comparison schools for the School are as listed below:
  - 1) Horizon Science Academy
  - 2) Phoenix Community Learning Center
  - 3) TCP World Academy
  - 4) Silverton Academy
  - 5) Lincoln Heights Elementary

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

- (a) Consistent with the standards in 11.6 above, 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.
- 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 <u>Intent to Suspend/Suspension</u>. 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. Intent to suspend will be in accordance with the standards adopted by the Sponsor as to suspension and termination existing at the inception of this contract.

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 <u>Termination of the Charter</u>. The Sponsor may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in section 11.6 title Contract Performance Measures of 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. Termination will be in accordance with the standards adopted by the Sponsor as to suspension and termination existing at the inception of this contract.

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 or for failure to meet generally accepted standards of fiscal management pursuant to this provision, then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

11.11 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 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.

11.12 <u>Compliance with Requests of Sponsor</u>. The School Governing Authority and the School shall timely comply with all reasonable requests of the Sponsor, and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension and

termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within ten (10) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

- 11.13 <u>Headings</u>. Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.14 <u>Assignments</u>. This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.15 <u>Notice</u>. 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.

- 11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.17 Changes or Modifications. This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter. Mutually agreed-to changes that are not mid-contract term changes shall be based on a goal to improve the academic, financial and operational performance of the School in a commitment to mutual growth and progress. The School Governing Authority acknowledges that the Sponsor is expected to update this Contract mid-term annually to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the School agrees that a mid-contract term modification may be necessary annually.
- 11.18 <u>Changes in Rule or Law</u>. The School, Sponsor and School Governing Authority shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation

and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.

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

5/6/2022		5/6/2022		
Executed this	_ day of		_, 2022 in	Cincinnati, Ohio

# St. Aloysius

By:

| DocuSigned by:
| John Bandly |
| DocuSigned by:
| John Bandly |
| Name |
| (Name)

Its:
| President and CEO |
| (Title) |
| with full authority to execute this |
| Charter for and on behalf of the |
| Sponsor and with full authority to |
| bind the Sponsor.

4879-8946-8445 v1 [94865-1]

**School Governing Authority of Cincinnati Classical Academy** 

By: (Jed A. Hartings)

Its: President, Board of Directors

(Title)

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 06/11/2020 202016301414

DESCRIPTION TRADE NAME REGISTRATION (RNO) 39.00

0.00

COPY

CERT 0.00 0.00

#### Receipt

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

**BRIAN KENNEDY** 8150 HOPEWELL RD MONTGOMERY, OH 45242

# STATE OF OHIO CERTIFICATE

# Ohio Secretary of State, Frank LaRose 4485893

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

CINCINNATI CLASSICAL ACADEMY

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

TRADE NAME REGISTRATION

Document No(s):

202016301414

Effective Date: 06/11/2020

Date of First Use:

Document(s)

06/10/2020

ACADEMIA CLASSICA OF CINCINNATUS

8150 HOPEWELL RD

Expiration Date: 06/11/2025 MONTGOMERY, OH 45242



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 11th day of June, A.D. 2020.

**Ohio Secretary of State** 

Fred Johne

Form 534A Prescribed by:



Date Electronically Filed: 6/11/2020

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

# Name Registration

Filing Fee: \$39
Form Must Be Typed

# **CHECK ONLY ONE (1) Box**

(167-RNO)	Date of first use:	6/10/2020 MM/DD/YYYY	(169-NFC		
CINCINNATI CLAS	SICAL ACADEMY				
Name being Regis					
ACADEMIA CLAS	SICA OF CINCINNA	ATUS			
Name of the Regis					
Note: If the registr not permitted but a			name of the partners	hip. Individual partner i	names are
Registrant's Entity	Number (if registere	d with Ohio Secretary	of State): 4455478		
All registrants must	complete the infor	mation in this sectio	n		
The general nature of	business conducted community school				
Business address:					
8150 HOPEWELL	RD				
	RD				
	RD		ОН	45242	

Provide the name and address	ss of <u>at least one</u> general partner:
Name	Address
ransact business in Ohio; if a	081, if a general partner is a foreign corporation/limited liability company, it must be licensed or general partner is a foreign corporation/limited liability company licensed in Ohio under and de the assumed name and the name as registered in its jurisdiction of formation.
transact business in Ohio; if a	general partner is a foreign corporation/limited liability company licensed in Ohio under and the the assumed name and the name as registered in its jurisdiction of formation.
transact business in Ohio; if a assumed name, please provide name, please name, please provide name, please name, pleas	general partner is a foreign corporation/limited liability company licensed in Ohio under an de the assumed name and the name as registered in its jurisdiction of formation.  s form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the
transact business in Ohio; if a assumed name, please provided by signing and submitting this requisite authority to execute	general partner is a foreign corporation/limited liability company licensed in Ohio under an de the assumed name and the name as registered in its jurisdiction of formation.  s form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the
transact business in Ohio; if a assumed name, please provided by signing and submitting this requisite authority to execute the Required Application must be signed by the registrant or	a general partner is a foreign corporation/limited liability company licensed in Ohio under an de the assumed name and the name as registered in its jurisdiction of formation.  In the second of the original of the second of the second of the second of the original of th
transact business in Ohio; if a assumed name, please provio By signing and submitting this requisite authority to execute	a general partner is a foreign corporation/limited liability company licensed in Ohio under an de the assumed name and the name as registered in its jurisdiction of formation.  In the second of the original of the second of the second of the second of the original of the second of the original of the

Form 590 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

### **Consent for Use of Similar Name**

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

Form Must Be Typed

Name of Entity/Individual Giving Consent Cincinnati Classical Academy						
Charter/Registration/License Number of Entity giving Consent 2381949						
Gives it Consent To	Academia Classica of Cincinnatus					
To Use The Name	Cincinnati Classical Academy					
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.						
Required	Enla A Votan					
Consent form must be signed by an authorized representative of the consenting entity.  If authorized representative is an individual, then they	Signature					
	By (if applicable)					
must sign in the "signature"	Pamela A. Votaw					
box and print their name in the "Print Name" box.	Print Name					
If authorized representative is a business entity, not an						
individual, then please print the business name in the	Signature					
"signature" box, an authorized representative						
of the business entity must sign in the "By" box and print their name in the	By (if applicable)					
"Print Name" box.						
	Print Name					



DATE 04/01/2020 DOCUMENT ID 202009200562

DESCRIPTION

DOMESTIC NONPROFIT CORP - ARTICLES (ARN)

FILING 99.00 EXPED 0.00 CERT COPY 0.00 0.00

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

BRIAN KENNEDY 8150 HOPEWELL RD MONTGOMERY, OH 45242

### STATE OF OHIO CERTIFICATE

### Ohio Secretary of State, Frank LaRose 4455478

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

ACADEMIA CLASSICA OF CINCINNATUS

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

Document(s)

**DOMESTIC NONPROFIT CORP - ARTICLES** 

**Effective Date: 04/01/2020** 

Document No(s):

202009200562



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 1st day of April, A.D. 2020.

**Ohio Secretary of State** 

Fred Johne

Form 532B Prescribed by:



require that a purpose clause be provided. \*\*

Date Electronically Filed: 4/1/2020

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

### **Initial Articles of Incorporation**

(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)
Form Must Be Typed

First:	Name of Corporation	Academia Classica of Cincinnatus	
Second:	Location of Principal 0	Office in Ohio	
		MONTGOMERY	ОНЮ
		City	State
		HAMILTON	
		County	
Optional:	Effective Date (MM/DD/YYYY)  4/1/2020  (The legal existence of the corporation begins up the filing of the articles or on a later date specified that is not more than ninety days after filing.)		specified
Third:	Purpose for which co		
	,	I in the greater Cincinnati area	is not

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

Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may

Form 532B Page 1 of 3 Last Revised: 06/2019

### **Original Appointment of Statutory Agent** The undersigned, being at least a majority of the incorporators of Academia Classica of Cincinnatus (Name of Corporation) hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is: **BRIAN KENNEDY** (Name of Statutory Agent) 8150 HOPEWELL RD (Mailing Address) MONTGOMERY OH 45242 (Mailing City) (Mailing State) (Mailing ZIP Code) Must be signed by BRIAN A KENNEDY the incorporators or a majority of the (Signature) incorporators. (Signature) (Signature) Acceptance of Appointment BRIAN KENNEDY The Undersigned, , named herein as the (Name of Statutory Agent) Academia Classica of Cincinnatus Statutory agent for (Name of Corporation) hereby acknowledges and accepts the appointment of statutory agent for said corporation. **Statutory Agent Signature** BRIAN A KENNEDY (Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document. Required BRIAN A KENNEDY Signature Articles and original appointment of agent must be signed by the incorporator(s). By (if applicable) If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box. **Print Name** If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an Signature authorized representative of the business entity must sign in the "By" box and print his/her name and By (if applicable) title/authority in the "Print Name" box. **Print Name** Signature By (if applicable) **Print Name** 



# CODE OF REGULATIONS OF Cincinnati Classical Academy

#### ARTICLE I PURPOSE

Section 1. <u>Purpose</u>. Cincinnati Classical Academy (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

## ARTICLE II MEMBERSHIP

Section 1. <u>Membership</u>. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Board of Directors and to the extent required by law, shall have the authority that is granted to, and carry out the duties that are imposed upon, the Members of a nonprofit corporation under Ohio law.

## ARTICLE III DIRECTORS

Section 1. <u>Number</u>. The number of Directors of the Corporation shall be at least five (5) and no more than twelve (12) or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor, unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. <u>Term</u>. Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. In order to create initial staggered terms, each initial director shall be assigned a term of one to three years. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 3. <u>Qualifications and Role of Directors</u>. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing Board of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. <u>Nominations and Election of Directors</u>. Candidates for Director shall be nominated by the Board of Directors or a committee thereof. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall fill any vacancy in the Board of Directors created by the resignation, removal or

death of a Director at a regular or special meeting of the Board of Directors. The remaining Directors shall have the authority to fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director may be nominated by any Director.

Section 5. Meetings. The annual meeting of the Directors shall be held in July of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in July, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any two (2) Directors. Once the Corporation becomes a public school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of current Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. In addition to those Directors who are actually present at a meeting, Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can communicate with each other at the same time. Provided however, once the Corporation becomes a public school, the Directors must be physically present, *if* required by law, at a meeting in order to be counted as part of a quorum and to vote, for so long as required by law.

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director of the Corporation not more than sixty (60) days nor less than twelve (12) hours before any such meeting unless such notice requirements are contradicted by law. If there is such a contradiction, Ohio laws requiring notice must be followed. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once the Corporation becomes a public school. Notice to the public shall be given in accordance with Ohio law and pursuant to Board policy.

Section 8. <u>Action by Written Consent</u>. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create a committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the votes of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as those of parents or other pertinent groups.

Section 11. <u>Removal of Directors</u>. Any Director may be removed, with or without cause, at any time by the majority vote of the entire Board of Directors. A Director will be removed if he/she misses two meetings without providing prior notice.

Section 12. <u>Resignations and Vacancies</u>. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective upon the date of receipt by the Board of Directors, or, if later, upon the date specified by the Director in his/her resignation. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 of this Article III.

Section 13. <u>Powers of Directors</u>. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and once the Corporation becomes a public school, also in accordance with the Corporation's community school contract and applicable laws. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and this Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. <u>Honorary Directors</u>. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director," at the discretion of the Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

## ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of President, an individual may simultaneously hold two offices. Officers shall hold office for a term of three years, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

Section 2. <u>Vacancies</u>. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. <u>Resignation or Removal of Officers</u>. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create employment or other contractual rights.

Section 4. <u>President</u>. The President shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions and administration of the Corporation subject to the policies and goals established by the Board of Directors.

Section 5. <u>Vice President</u>. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors.

Section 6. <u>Secretary</u>. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. The Board of Directors may contract with a third party to carry out part or all of the Secretary's duties, pursuant to approval of the Board of Directors.

Section 7. <u>Treasurer</u>. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, and shall maintain appropriate books of account and supporting records. Treasurer shall prepare and file all returns, and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval of the Board of Directors, the Board of Directors may contract with a third party to provide for all or part of the Treasurer's responsibilities. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

# ARTICLE V INDEMNIFICATION AND COMPENSATION

Section 1. <u>Indemnification of Directors, Officers, Employees and Agents</u>. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Authority of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law of the State of Ohio (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any Director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

Section 2. <u>Compensation</u>. Board members and officers serve without compensation. Reasonable expenses, approved in advance by the board, which are incurred by board members or officers, may be reimbursed provided funds are available.

#### ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

Section 1. <u>Limits on Contracts</u>. To the greatest extent allowed by Ohio law and, while operating as public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Authority of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

#### ARTICLE VII BOOK AND RECORDS

Section 1. <u>Records</u>. The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings, and, during the time when the Corporation is functioning as a public school, such books and records shall be public records to the extent required by law. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

#### ARTICLE VIII AMENDMENTS

Section 1. <u>Amendments</u>. The Code of Regulations shall be adopted and, from time to time, amended by a majority vote of the entire Board of Directors.

#### 114 Ethics and Conflicts Policy

- **A.** <u>General Ethical Behavior</u>. While serving on the Governing Authority, each Director agrees to:
  - 1. Obey the law and follow and implement the School's policies;
  - 2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
  - 3. Not speak or act for the Board unless granted proper authority;
  - 4. Work with the Board to establish, review and revise effective policies;
  - 5. Delegate authority for administration to School administrators/staff;
  - 6. Make every effort to attend all Board meetings;
  - 7. Become informed on issues before the Board and relating to Community Schools and school choice;
  - 8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
  - 9. Act ethically and in conformance with the School's mission and goals.

#### B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

- 1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
  - a. "Anything of value" includes money and every other thing of value.
  - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
  - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
  - d. **Abstain**. A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

©© 1999 Amy J. Borman

- 2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
  - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
  - b. **Abstain**. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
- 3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
  - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
  - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
- 4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
  - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
  - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at "arms-length" with the Board's full knowledge of the Board member's interest.
  - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
- 5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;

- 6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
- 7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
- 8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.
- C. Excess Benefit Transaction. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.
  - 1. "Disqualified person" includes:
    - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
    - b. A member of the family of a person described in a, above;
    - c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
    - d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.
- **D.** IRC Procedure for Matters Involving Conflicts. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

- 1. For purposes of these procedures the following words have the following definitions.
  - a. An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
  - b. A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:
    - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
    - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
    - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
  - c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 2. <u>Duty to Disclose</u>. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- 3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/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 decide if a conflict of interest exists.
- 4. Procedures for Addressing the Conflict of Interest.
  - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### E. Other Procedures and Record Keeping Requirements.

- 1. Violations of the Conflicts of Interest Policy.
  - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- 2. <u>Documentation</u>. 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 with the proceedings.
- 3. <u>Annual Statements</u>. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
  - a. Received a copy of the conflict of interest policy;
  - b. Read and understands the policy;
  - c. Agreed to comply with the policy;
  - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;

- e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
- f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
- g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- 4. <u>Periodic Reviews</u>. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
  - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
  - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
- 5. <u>Use of Outside Experts</u>. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
- 6. <u>Immediate Relatives</u>. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
  - a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
  - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.

7.	Annual Disclosure Requirement. Each Board member shall annually file a disclosure
	statement setting forth the names of any immediate relatives or business associates
	employed, within the previous three (3) years, by (a) the sponsor or operator of the School,
	(b) a school district or educational service center that has contracted with the School, or (c)
	a vendor that is or has engaged in business with the School.

Each Governing Authority Director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles.

Signature and Title	Date	

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.



## FINANCIAL POLICIES

**Adopted 2/12/22** 

#### 148.1 Purchasing/Invoicing

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network, if any. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized by the management company, if any, and the Principal.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements may be approved by the Principal, at their sole but joint discretion, and, if so approved, all credit cards shall be kept in the custody of the Principal in a locked area. All credit card purchases require the prior written approval of the Principal and the Treasurer. Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.
- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

R.C. 102.03; OAC 117-2-02

See also Policy 148.6 Credit Cards and Policy 395.1 Purchase of Supplies and Materials, Equipment.

#### 148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy

#### <u>Purpose</u>

The School's Fixed Asset/Title I and Federal Grant Assets policy establishes a fixed asset accounting system that, if followed, will ensure that the School properly handles and disposes of assets, including those assets obtained with Title I grant monies and other federal grant awards, and contains sufficient data to permit:

- 1. The preparation of fiscal year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
- 2. Adequate insurance coverage; and
- 3. Control, accountability and security.

<u>Classifications of Fixed Assets</u>. Fixed assets shall be classified as either: (1) equipment, (2) supplies, (3) furniture, (4) leased fixed assets, or (5) real property.

#### Criteria for Fixed Asset Capitalization and Valuation

An item is a Fixed Asset if it has a useful life of one (1) year or more and the cost of the asset is greater than \$5,000.00, or, it is a leased asset with a purchase price of greater than \$5,000.00.

Fixed Assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost. Donated Fixed Assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation in value of a Fixed Asset will be calculated using straight-line depreciation. The estimated life of a fixed asset shall follow Association of School Business Officials (ASBO) guidelines.

#### Management of Fixed Assets

The School shall conduct a physical inventory of its fixed assets at least every two years. The results of the physical inventories must be reconciled with the property records.

The School shall develop a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset. To the greatest extent possible, the School shall also maintain effective internal controls and safeguard all computing devices and assure that such devices are used solely for authorized purposes.

In order to prevent loss or theft of School property, all fixed assets (other than real property) will have a School fixed asset sticker indicating the School's ownership.

The School shall maintain its fixed assets in order to keep them in good condition and working order.

The following information shall be maintained for all fixed assets:

- 1. description of the asset
- 2. title information
- 3. serial number of the asset, if applicable
- 4. asset classification
- 5. location, use, and condition of the asset
- 6. purchase price and percentage of federal participation
- 7. vendor
- 8. date purchased or leased
- 9. percent of federal funds used for purchase or lease, if applicable
- 10. accumulated depreciation
- 11. date and method of disposal and sale price
- 12. records generated by physical inventories

#### Acquisition of Fixed Assets

<u>Real Property Acquired with Title I or Other Federal Grants</u>. Real property acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

Except as otherwise provided by federal law or by the federal awarding agency, real property acquired with federal Title I or other federal grant monies shall be used for the purposes authorized by the grant(s). The School shall not dispose of or encumber its title or other interest in any real property acquired with federal Title I or other federal grant monies so long as the real property is needed for the originally authorized purpose.

<u>Equipment Acquired with Title I or Other Federal Grants</u>. Equipment acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

For as long as needed, the School shall use equipment acquired with federal Title I or other federal grant monies in the program or project for which it was acquired, whether or not the project or program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when it is no longer needed for the program or project for which it was acquired. The School shall give priority to activities under a federal award from the same agency then to activities under a federal award from other federal agencies.

The School can use equipment acquired with Title I or other federal grant monies on other projects or programs that are currently or were previously supported by the federal government provided that such use will not interfere with the program or project for which the equipment was acquired. First preference should be given to other programs or projects supported by the agency that awarded the grant monies.

The School shall not use the equipment acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

The School shall obtain the approval of the awarding agency if required by the federal award before it (1) uses equipment acquired with federal Title I or other federal grant monies as a tradein to acquire equipment to replace the old equipment, or (2) sells the old equipment and uses the sale proceeds to offset the cost of the replacement equipment.

<u>Supplies Acquired with Title I or Other Federal Grants</u>. Supplies acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

The School shall not use the supplies acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

<u>Equipment Furnished by Federal Agency</u>. The School shall ensure that the equipment remains titled in the name of the Federal Government. The School shall follow the rules and procedures of the federal agency for managing the property.

#### Disposal of Fixed Assets

The School shall establish and follow procedures to ensure that it receives the overall best possible return, if it sells any fixed asset. An independent valuation or market comparison may be used, among any other reasonable method of valuation.

<u>Fixed Assets Not Acquired with Title I or Federal Grant Funds</u>. Fixed assets that were not acquired in whole or part with federal grant monies will be disposed in a manner approved by the Governing Authority of the School. Upon recommendation of the Principal or Treasurer, such Board resolution shall designate the materials, equipment, supplies or other assets as obsolete, excess or unusable, and, shall identify the assets, and may sell, donate or lawfully dispose of them. Any proceeds shall be put in the general fund.

Real Property Acquired with Title I or Federal Grant Funds. When real property acquired with federal grant monies is no longer used for the originally authorized purpose(s), the School shall dispose of such property pursuant to instructions provided by the awarding agency.

<u>Equipment and Supplies Acquired with Title I or Federal Grant Funds</u>. The School may retain, sell, or otherwise dispose of equipment acquired with federal funds. However, the School shall contact the awarding agency for disposition instructions before it sells any equipment with a per unit value of greater than \$5,000 because the awarding agency may have a right to a portion of the proceeds of the sale. State law may dictate the procedures that must be followed or otherwise place restrictions on the ability of the School to sell the property.

<u>Disposal of Equipment Provided by a Federal Agency</u>. The School shall only dispose of federal equipment pursuant to instructions provided by the federal agency that provided the equipment, or should the assets or equipment be under a value or value per unit as applicable under the rules of

#### Attachment 2.8 – Fiscal Control Policies

the federal agency, then the School may dispose of the equipment or asset as if it was not acquired with federal grant funds.

2 C.F.R. 200.

See also Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.

#### 148.3 Audit Committee

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board membership and any outside consultants of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

OAC 117-2-05

#### 148.4 Independent Contractor

For purposes of this policy, independent contractors are individuals who provide services to the School who are not treated as employees of the School for purposes of withholding federal employment and income taxes.

The School may contract with an independent contractor for a service if none of the School's employees are qualified to provide the service, or, if having Employees perform the service would interfere with the daily operations of the School, or, if the Board of Directors of the School or its authorized designee deems it in the best interest of the School.

The School shall maintain a list of the independent contractors with whom it has contracted.

To the extent required by law, the School shall issue a 1099 Form to each independent contractor reporting the amount paid to the contractor and file the form with the appropriate governmental agency(ies).

In contracting for services with any independent contractor, the School shall enter into a written contract on or before the date the independent contractor begins to provide services under the contract if the amount payable under the contract is \$600.00 or more. The contract shall specifically describe the services that the independent contractor will provide under the contract.

The School shall obtain a W-9 form from the independent contractor at the time the contract is executed.

Subject to the terms of the contract, the School shall require that the independent contractor substantiate that the services have been performed before the School shall remit payment for the services.

No independent contractor shall be paid as an employee on a W-2 form. If any state retirement system decides that School must pay into its system on behalf of a contractor, such funds will be deducted from the gross pay to the contractor.

All employees of independent contractors providing "essential school services" to the School must fulfill one of the following conditions:

1. The independent contractor has provided proof that it has requested a criminal records check, including an FBI check, within the five-year period prior to the date on which the person will begin working in the School and the records check indicated that the person had not been convicted of or pleaded guilty to an offense that would disqualify the person for employment with the School;

#### OR

During periods of time when the employee of the independent contractor will have routine interaction with a child or regular responsibility for the care, custody or control of a child, an employee of the School has been assigned to be present in the same room as the child or, if outdoors, to be within a 30-yard radius of the child or to have visual contact with the child.

The Principal or his/her designee is responsible for ensuring that employees of independent contractors have successfully completed a criminal records check or will be supervised when they have access to children.

The Principal has specified that "essential school services" are necessary services that would need to be provided by Employees if the services were not provided by an independent contractor (such as food, janitorial or clerical services).

IRC 6041; R.C. 3314.41

#### 148.5 Annual Financial Report

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

- 1. The amount of collections and receipts, and accounts due from each source;
- 2. The amount of expenditures for each purpose;
- 3. The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
- 4. The amount of public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof (if applicable).

The School must prepare two copies of the report. The original must be filed with the auditor of state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140" or "Post Office Box 1140, Columbus, Ohio 43216-1140" and the copy must be retained by the School's fiscal officer. The report must be filed either in paper form or electronically in a manner and format prescribed by the auditor of state and must be filed within one hundred and fifty (150) days after the close of the fiscal year. At the time the report is filed with the auditor of state, the School's fiscal officer must publish notice in a newspaper of general circulation in the political subdivision or taxing district.

R.C. 117.38; OAC 117-2-03.

#### 148.6 Credit Cards

For purposes of this policy, credit cards are defined to include business check cards and debit cards. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. Any changes to credit card terms requiring consumer authorization, including changes to credit limits, shall be approved by the Board. As such, employees are required to abide by the following guidelines when using a School credit card.

- 1. All credit cards issued to and in the name of the School shall be held and supervised by the Principal.
- 2. Subject to the discretion of and the approval of the Principal, credit cards may be used for eligible goods and services including:
  - a. Transportation reservations and expenses.
  - b. Conference registrations.
  - c. Hotel reservation guarantees and expenses.
  - d. If monies are budgeted and deposited with the Principal in advance, credit cards may be used by Employees for student trips and competitions for safety and security reasons.
  - e. Reasonable real expenses, including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.
  - f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Principal.
  - g. Other purchases approved by the Principal on a case-by-case basis.
- 3. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
- 4. The Principal shall establish limits on the total dollar amount that an employee may incur as a part of any individual transaction based on the Principal's good faith estimate of the purchase or expense, which shall be approved or ratified by the Board of Directors.
- 5. Employees requiring the use of a School credit card shall request in writing such card from the Principal, which shall include a signed statement that the requesting employee has read this policy, and understands and agrees to abide by its terms.

- 6. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Principal's office.
- 7. Upon receipt of a School credit card, employees shall:
  - a. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
  - b. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
  - c. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
  - d. Provide documentation of all purchases to the Principal in a timely manner to ensure prompt payment.
  - e. Immediately notify his or her immediate supervisor and the Principal if the card is lost or stolen.
  - f. After use, School credit cards are to be returned to the Principal, along with appropriate receipt copies of all charges.
  - g. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Principal's Office.
  - h. The Principal or his/her designee will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. A report will be a part of the monthly Cash Activity Report reported to the Board.
  - i. If the employee is terminated or resigns, he or she must return the credit card and shall remain responsible for any inappropriate use.
- 8. Failure to turn in receipts and appropriate forms to the Principal within five (5) business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.
- 9. Credit Cards shall never be used for any cash withdrawal transactions or advances from a financial transaction device or automated teller machine ("ATM"), or to obtain any cash back on a credit card transaction.

See also Policy 148.1 Purchasing/Invoicing.

#### 148.7 Staff Reimbursement

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed. Rental cars must be economy rentals unless approved in advance by the Treasurer as otherwise necessary or prudent.

<u>Authorization and Procedure</u>: When travel is expected, a requisition form should be completed and approved by the Superintendent at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

<u>Reimbursement</u>: Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, Staff volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

Other Reimbursement: Staff must follow all rules concerning purchasing and School credit card use. If Staff otherwise personally advances money on behalf of the School, it does so completely at its own risk of non-reimbursement, provided however, the Board is authorized to reimburse such advances only if it finds that the expenditure was made without adequate opportunity for prior approval, or was an emergency and advanced as a necessity, for the benefit of the School. All reimbursements must be supported by detailed receipts.

Staff cannot be reimbursed for any expense if the Staff member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards.

Ohio Ethics Comm. Advisory Opinion No. 91-010

See also Policies 395 Purchasing Policies and 395.1 Purchase of Supplies and Materials, Equipment.

#### 148.8 Federal Grants Procurement, Monitoring, and Administration

In addition to the applicable policies set forth elsewhere in this manual, the following policies shall apply when the School expends federal grant funds to purchase property or obtain services, including but not limited to, purchases made under the School food service and nutrition programs.

A. <u>Competition</u>. To the extent required by law, the School shall use procurement methods that provide for full, free, and open competition and comply with the federal procurement regulations. If the School solicits bids or competitive proposals to secure property or services, the School shall award the contract to the party whose bid or proposal, after considering all appropriate facts, is most advantageous to the School.

The School shall exclude from competition for procurements any contractor that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Unless allowed by law, the School shall not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals.

B. <u>Code of Conduct</u>. No employee, officer, or agent of the School shall participate in selecting, awarding, or administering a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. A conflict arises when the employee, officer, or agent, a member of his/her family, his/her partner, or the employer or prospective employer of any of the above-mentioned individuals has a financial or other interest or a tangible personal benefit from the company selected to be awarded the procurement contract.

No employee, officer, or agent of the School may solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any gratuities, favors, or anything of monetary value includes money and every other thing of value, meaning having more than a de minimis or nominal worth.

All employees, officers, or agents of the School must disclose in writing any potential conflicts of interest, whether real or apparent, to the School prior to participation in the selection, award, or administration of a contract supported by a federal award.

The School shall not conduct any procurement action involving a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, if the School would be unable or appear to be unable to be impartial in that procurement action.

Any employee, officer, or agent of the School found to have violated this Code of Conduct or any other applicable ethics laws or regulations will be immediately excluded from further participation in the selection, award, or administration of the contract supported by a federal award and may be subject to disciplinary actions, up to and including termination. The School shall promptly report any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal award to the awarding federal agency and specify any corrective action taken by the School.

Nothing in this policy shall be read to alter the obligations and restrictions on public officials

pursuant to Ohio Revised Code Chapters 3314 and 102, and Section 2921.42-.44 as applicable to community schools.

#### C. <u>Procurement Procedures</u>. To the extent required by law:

- 1. The School shall review any proposed procurement to avoid purchasing unnecessary property or services. The School shall avoid purchasing duplicative items.
- 2. Before acquiring an item, the School shall compare the advantages of leasing and purchasing property, purchasing surplus property, or sharing services where permitted by law in order to determine the most economical approach. The School shall also consider consolidation or breaking out procurements to obtain more economical purchases.
- 3. Prior to accepting bids or proposals, the School shall make independent estimates of cost and price. The School shall conduct a cost or price analysis in connection with every procurement transaction and procurement contract modification, including those over the Simplified Acquisition Threshold. This shall include making independent estimates before receiving bids or proposals.
- 4. The School shall ensure that its solicitations for goods and services contain clear and accurate descriptions and technical requirements of the goods and services sought, all factors to be used in evaluating bids or proposals, and provide any other information required under the applicable federal regulations. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The School shall not require brand name products unless the brand name is specified as a means to define the performance or other salient requirements of procurement.
- 5. The School shall attempt to ensure that the parties with which it contracts are responsible and capable of fulfilling the terms and conditions of the contract. The School shall give consideration to the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 6. The School shall only use time and material type contracts after a determination that no other contract is suitable and, if a contract includes a ceiling price, the contract must specify that the contractor exceeds the ceiling at its own risk.
- 7. The School shall create and maintain records that document the procurement process that the School followed in each procurement transaction, including the rationale for utilizing the selected procurement method, the selection of contract type, the basis for awarding or rejecting the contract, the justification for lack of competition if competitive bids or proposals are not sought, and the basis for the award cost or price.
- 8. The School shall make its procurement records available for review upon request by the awarding federal agency or pass-through entity.
- 9. Before deciding to use grant funds to host or attend a meeting or conference, the School shall ensure that the meeting or conference is (a) consistent with the School's approved grant application, (b) necessary to achieve the goals and objectives of the grant, and (c) for

- purposes of disseminating technical information, and (d) that the School has used only the grant funds necessary to accomplish legitimate meeting and conference business.
- 10. Whenever practicable, the School shall utilize lower cost alternatives in lieu of attending meetings or conferences.
- 11. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents relating to the use of federal grant funds for procurement purposes, the School shall state the percentage of the total cost funded by federal money, the dollar amount of federal funds available for the project or program, and the percentage and dollar amount of the total cost of the project or program financed by non-governmental sources.
- 12. The School shall comply with the Buy American provision in 7 CFR Parts 210 and 220 for all solicitations and contracts that involve the purchase of food. The School must ensure that such solicitation and contract language includes the requirement for domestic agricultural commodities and products to the maximum extent practicable, and must retain records documenting any exceptions. The School will include a requirement for certifying the domestic percentage of the agricultural food component of commodities and products, and will monitor contractor compliance.
- 13. The Principal and Treasurer, working in conjunction, or their designee shall be responsible for determining a relevant dollar threshold; crafting all solicitations, which shall include "Buy American" provisions and small-business/minority-owned business/women enterprise language; determining the appropriate method of procurement; obtaining quotes, bids or proposals.
- D. <u>Contract Provisions</u>. Procurement contracts shall, at minimum, include the terms and conditions that are required by the applicable federal procurement regulations, including all necessary terms as required by the Trafficking Victims Protection Act of 2000 (TVPA). To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations and shall comply with the TVPA and its corresponding regulations.
- E. <u>Contract Administration</u>. The School shall delegate to one or more school employee the responsibility for administering all procurement contracts and ensuring that the party awarded the contract satisfies the terms, conditions, and specifications of the procurement contract or purchase order.
- F. <u>Small/Minority/Women Businesses</u>. The School shall take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible. The School shall also require a contractor, if it subcontracts, to take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible.
- G. <u>Dispute Resolution</u>. Any issues related to the procurement contract and administrative procedures, including source evaluation, protests, disputes, and claims, will be resolved according to the following dispute resolution procedures, and the School will disclose information regarding the dispute to the appropriate federal officials. Any grievant must file a

written complaint requesting an opportunity to be heard by the Governing Board or the Board's designee. The Board or its designee will review any information presented and provide a written decision within a reasonable time. If the grievant is not satisfied with this decision, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator.

If the School suspects or determines that the contractor has likely violated local, state, or federal law, the School will refer the matter to the proper authority having jurisdiction over the matter.

- H. <u>Time and Materials Contracts</u>. The School may use a contract whose cost to the School is the sum of the Actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit, but only:
  - 1. After a determination that no other contract is suitable; and
  - 2. If the contract includes a celling price that the contractor exceeds at its own risk.
- I. <u>Debarred, Suspended, or Ineligible Contractor</u>. The School shall not award contract to parties that have been debarred, suspended, or otherwise excluded from or are ineligible for participation in Federal assistance programs and activities pursuant to the federal System for Award Management available at www.sam.gov.

The school shall verify that the contracting party is not excluded or disqualified by checking the federal system for award management, collecting a certification from the contracting party, or adding a clause or condition to the covered transaction with the contracting party.

- J. <u>Federal Grant Administration</u>. The School shall ensure that these procedures are followed with respect to all federal grant applications submitted by the School and all federal grants that are awarded to the School.
  - 1. <u>Monitoring Grant Applications</u>. The School shall delegate to one or more persons the responsibility for monitoring all pending federal grant applications, and that person or persons shall provide the Board with a report on the status of all federal grant applications at each regularly scheduled Board meeting.
  - 2. <u>Monitoring Grant Expenditures</u>. The School shall delegate to one or more persons the responsibility for monitoring federal grant expenditures, and that person or persons shall provide the Board with a report on the expenditures made from each federal grant at each regularly scheduled Board meeting.
  - 3. <u>Final Expenditure Reports</u>. The School shall delegate to one or more persons the responsibility for reviewing all final expenditure reports for each federal grant that the School was awarded, reconciling the report(s) with the School's financial records, and ensuring that the final expenditure report for each federal grant is complete and accurate.

4. <u>Maintenance of Procurement Records</u>. The Treasurer or his or her designee shall be responsible for maintaining records sufficient to detail the history of all procurements, including small purchases. For example, solicitation documentation and responses, records of the evaluation process, records of the rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price, the contract and any amendments or modifications, and supporting documentation such as receipts or invoices.

2 C.F.R. 200; 2 C.F.R. 175.15; 7 C.F.R. 210; 7 C.F.R. 220.

See Appendix 148.8-A Methods of Procurement Using Federal Grant Funds, Appendix 148.8-B Procurement Procedure for Soliciting Small/ Minority/ Women Owned Businesses and Labor Surplus Firms, Appendix 148.8-C Child Nutrition Programs Procurement. See also Policy 114 Ethics and Conflicts Policy, Policy 148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy, Policy 149 Use of Cellular Telephones and Other Wireless Technologies, and Policy 205 Program Assessment.

#### 148.9 Investments

It is the policy of the Board to invest public funds, gifts, donations, or other monetary assets in a manner that will provide the investment return with the maximum security, safety, and preservation of principal, while meeting any cash flow demands of the School. Investments shall be made with the judgment and care that a reasonable person of prudence would exercise in the management of his/her own affairs.

The fiscal officer, in consultation with the Finance Committee of the Board, if any, shall inform the Board of the degree of risk, potential and likely returns, and security and safety of an investment. If the investment is a gift or donation and is already invested in a particular manner, the fiscal officer and/or Finance Committee shall review the investment and report to the Board a recommendation as to whether to accept, re-invest, alter, sell, or otherwise manage the investment. The fiscal officer shall inform the Finance Committee and the Board in a timely manner about any adverse development in an investment.

The fiscal officer is the investment officer of the School and is charged with the responsibility for the purchase and sale of investments and the carrying out of this investment policy. Acting in accordance with this policy and adherence to the prudent personal standard expressed in this policy shall relieve the fiscal officer of personal responsibility.

#### 148.10 Cost Principles and Financial Management for Use of Federal Funds

Federal grant awards will be administered efficiently and effectively through the application of sound management practices consistent with federal, state, and local laws, including the federal Uniform Grant Guidance, and any underlying grant agreements.

#### **Financial Management**

Grant funds must be managed in compliance with all applicable federal, state and local laws and rules as well as the terms of any federal grant award.

The School shall do all of the following:

- 1. Identify in its accounts all federal award funds received and expended and shall specify the federal program under which those awards were received. Whenever applicable information is available, accounts must include the Catalog of Federal Domestic Assistance ("CFDA") title and number, the federal award identification number and year, the name of the awarding federal agency, and the name of the pass-through entity.
- 2. Make accurate, current and complete disclosures of the financial results of each federal grant award as required by the terms the award.
- 3. Maintain records that adequately identify the source and application of funds used for federally funded activities. Records must contain information about the awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and shall be supported by source documentation.
- 4. Exercise control over and accountability for all funds, property and other assets purchased with federal funds. All assets shall be safeguarded and the School shall assure that they are used only for authorized purposes.
- 5. Regularly compare expenditures with budget amounts for each federal award.

#### **Cost Principles**

All costs must conform to any limitations or exclusions set forth in the federal award. Costs must be accorded consistent treatment. The School shall only assign a cost to a federal award as a direct cost when no other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost. Costs shall not be included to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.

Costs shall be determined in accordance with generally accepted accounting principles ("GAAP") and shall be consistent with policies and procedures that apply uniformly to both federally-financed and non-federally financed activities.

All costs must be adequately documented and shall be necessary, reasonable and allocable to the performance and administration of the relevant federal award. A cost must be allocable to a

particular federal award or other cost objective if the goods or services in accordance with relative benefits received.

Costs must be reasonable in both the nature and amount. The following shall be considered when to determine if a cost is reasonable:

- 1. Whether the cost is a type recognized as ordinary and necessary for the School's operation or for the proper and efficient performance of the federal award;
- 2. Applicable restraints imposed on the cost, including sound business practices, arm's-length bargaining, relevant federal and state laws and rules, and terms and conditions of the awards:
- 3. Market prices for comparable goods and services for the geographical area;
- 4. Whether individuals authorizing the cost acted prudently when considering the costs; and
- 5. Whether the cost amounts to a significant deviation from established School practices that may unjustifiably increase costs.

#### **Payments**

Methods of payments utilized by the School must minimize the time elapsing between the transfers of funds to and from vendors. Any funds drawn in advance must be as close in time to the actual related expenditure as feasible.

#### **Compensation**

Employee or contractor compensation, including wages, salaries and fringe benefits, shall be permitted to the extent that:

- 1. The rate of compensation is reasonably consistent with (a) compensation paid for similar work in other activities by School employees or contractors, if any, or (b) compensation for similar work in the labor market; and
- 2. Compensation is supported by records that accurately reflect the work performed.

The School shall comply with all requirements to document the time and effort of personnel whose compensation is funded in whole or in part using federal grant funds. Reports must provide reasonable assurances that personnel charges are accurate, allowable and properly allocated. Time and effort reports shall be maintained by the School and shall comply with the School's established accounting practices.

Travel payment and reimbursement provided from federal funds must include documentation that demonstrates that the participation of the individual is necessary to the federal award and the costs are reasonable and consistent with the School's policies.

Uniform Grant Guidance, 2 C.F.R. 200 et seq.; 2 C.F.R. 200.302; 2 C.F.R. 200.305; 2 C.F.R. 200.430; 2 C.F.R. 200.431.

See also Policy 148.2 Fixed Asset Policy/ Title I and Federal Grant Asset Policy and Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.

## **Cincinnati Classical Academy**

# Marcum Charter School Financial Procedures

Updated As of 3/24/2022

#### **CREDIT CARD PURCHASES**

- 1. The credit card is held in the name of the school
- 2. Only the Superintendent/Headmaster is authorized to use the card.
  - a. If School needs to issue a new card, copy of a sample policy and authorization can be obtained from the school's Treasurer office.
- 3. The Superintendent/Headmaster may designate certain personnel to use card, for proper public purchases, on his/her behalf.
  - a. See Ohio Attorney General Opinion 82-006 or Ohio Auditor of State Bulletin 2003-005 for list of proper public purpose purchases.
- 4. The school is a sales tax exempt entity. Please use <u>Sales Tax Exemption Form</u> for purchasing items.
- 5. All credit card receipts are to be emailed to the Treasurer/Fiscal Officer.
  - a. RECEIPTS ARE DUE WITHIN 24 HOURS OF PURCHASE.
- 6. Once a month, the credit card reconciliation form, found in appendix, is due to the Treasurer/Fiscal Officer for recording and bill payment.

# **CREDIT CARD RECONCILATION**

**CINCINNATI CLASSICAL ACADEMY** 

Employee Name:			Submit Date:		
School/Site:					
	Month Ending:				
DATE	VENDOR	DETAILED EXPLANATION OF P	PURCHASE	PAYEE	AMT OF RCPT
			Tota	l Reimbursement:	\$ -
Notes					

Notes:

		Approved By:			
school Signature:			Date:		
Treasurer Signature	:		Date:		
FOR OFFICE USE ON	LY:				
Fund Number:		Tax Exempted:		Entered By:	
Documentation:		Calculations:		1	

or both, as shown hereon:

tax.ohio.gov

## Sales and Use Tax Unit Exemption Certificate

The purchaser hereby claims exception o	r exemption on all purchases	of tangible personal property	and selected services
made under this certificate from:			

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase,

Sales to churches, organizations exempt under IRC 501c(3), and to any other nonprofit exclusively charitable organizations in Ohio, if no net income benefits any private shareholder and no substantial part of an organization's activities consists in propagandizing or attempting to influence legislation [Ohio Rev. Code Ann. 5739.02(B)(12)]

#### Purchaser must state a valid reason for claiming exception or exemption.

Cincinnati Classical Academy		
Purchaser's name 501(C)3		
Purchaser's type of business		
Street address		
City, state, ZIP code		
Signature	Title	
Date signed		
Vendor's license number, if any		

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either Administrative Code Rule 5703-9-10 or 5703-9-25.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with Administrative Code Rule 5703-9-14.

#### **EXPENSE REIMBURSEMENTS**

- 1. Employee expenses should be discussed with the Superintendent/Headmaster and/or Appointed Administrator before purchases are made.
- 2. All expenses must comply with the Auditor of State's opinions of proper public use of funds.
- 3. For an expense reimbursement to be approved, a <u>copy of the receipt(s)</u> and <u>Expense Reimbursement Form</u> should be completed and submitted to the Superintendent/Headmaster, appointed administrator, or Director of School Operations for approval.
  - a. The school is tax-exempt. Sales tax will not be permitted for reimbursement.
  - b. Mileage is calculated at the current year's IRS mileage rate. As of 2022, this rate is \$0.585 per mile.
- 4. After the school administrator approves, he/she shall forward onto the Treasurer/Fiscal Officer for payment.
- 5. Expense reimbursements should be processed for payment, by the Treasurer's office, within 10 business days of receipt.
- 6. The Treasurer will present a statement to the Board for approval of expenses on a monthly basis. This will be included in monthly financials package.

		Expense Pre-Approval/Reimburs	sement Form				
Employee Name: School/Site: Manager Name:			Submit Date:				
Business Purpose:							
Date of Expense	If Applicable (Dates of Travel)	<b>Description</b> (Conference Name, Address, Round Trip Mileage, Re	lestaurant, Attendees, etc.)	Category (Training, Meeting, Meals, Mileage, etc.)	Cost		
			Tot	al Reimbursement:	\$ -		
		Approved By:					
Requester Signature Manager Signature:			Date:				
Treasurer Signature			Date:				
FOR OFFICE USE ON	LY:						
Fund Number:		Tax Exempted:		Entered By:			
Documentation:		Calculations:					

#### CASH COLLECTION

RECEIPT

RECEIPT

RECEIPT ...

- 1. The school can accept Cash, Check or Money Orders
- 2. When a payment is received, the following items are written on a receipt.
  - a. Who
  - b. What
  - c. Amount
  - d. Signature of Receiver
- 3. Should be recorded in a **2Part receipt book.** 
  - a. <a href="https://www.amazon.com/Adams-Receipt-2-Parts-Carbon.css">https://www.amazon.com/Adams-Receipt-2-Parts-Carbon.css</a>
    <a href="DC1182/dp/B00006lCSP/ref=sr\_1\_16?ie=UTF8&qid=1529942846&sr=8-16&keywords=carbon+copy+receipt+book">https://www.amazon.com/Adams-Receipt-2-Parts-Carbon.css</a>
    <a href="DC1182/dp/B00006lCSP/ref=sr\_1\_16?ie=UTF8&qid=1529942846&sr=8-16&keywords=carbon+copy+receipt+book">https://www.amazon.com/Adams-Receipt-2-Parts-Carbon.css</a>
    <a href="DC1182/dp/B00006lCSP/ref=sr\_1\_16?ie=UTF8&qid=1529942846&sr=8-16&keywords=carbon+copy+receipt+book">https://www.amazon.com/Adams-Receipt-2-Parts-Carbon.css</a>
    <a href="https://www.amazon.com/adams-receipt-2-Parts-Carbon.css">https://www.amazon.com/Adams-Receipt-2-Parts-Carbon.css</a>
    <a href="https://www.amazon.com/adams-receipt-2-Parts-Carbon.css">https://www.amazon.com/adams-receipt-2-Parts-Carbon.css</a>
    <a href="https://www.amazon.csm">https://www.amazon.csm</a>
    <a href="https://www.
  - b. Top copy is given to the student/parent and school retains bottom Yellow copy.
- 4. Cash, Checks, and Money Orders should be held in a locked cash box in a secure location.
- 5. All cash must be deposited into the school's account within 3 business days. If over \$1,000 it must be within 24 Hours.
- 6. Copy of School's **deposit slip** is attached and to be used.
  - a. School's bank account is located at TBD
  - b. A copy of the checks and money orders, as well as deposit slip and reason for deposit, must be retained before deposit for documentation.
- 7. After deposit is made, attach the receipt to above documentation then scanned to the Treasurer's office.
  - a. Due within 24 hours of deposit
  - b. Send to Stephanie.ataya@marcumllp.com

NOTE: Retain school deposit documents and receipts for 3 years.

8. At the end of a school year, copies of the receipt books should be sent to the Treasurer's office for audit documentation.

#### **FUND RAISING**

- 1. Approval must be given by Headmaster/Appointed Administrator
  - a. Purpose of Fund Raiser
  - b. Expected collection amount
- 2. The Superintendent/Headmaster will appoint a Chairperson that is:
  - a. In charge of cash collection and receipt generation
  - b. In charge of bank deposits and sending documentation to Treasurer's office
- 3. Appointed Chairperson must fill out the appropriate paperwork the Auditor of State has recommended per Student Activities Guidelines.
  - a. This procedural manual contains copies of such forms.
    - If no ticket sales are being conducted, that form is not necessary.
- 4. Copies of all deposit slips and receipts of deposits must be kept, in addition to the appropriate paperwork. Follow deposit guidelines for documentation that is appropriate.
- 5. Headmaster/Administrator should sign off on fundraising forms and then forward to the Treasurer's office for document retention.

	S	chool Fundra	ising Record	
Event Name: Location: Key Contact(s):			Date(s) of Event:	
	Costs: List all Items	associated with Runnin	g Event (eg. Supplies, rentals, post	raae)
	Desciption:		Amount	
	•		\$	-
			\$	-
			\$ \$	-
			\$	<u> </u>
			\$	-
			\$	-
			\$	-
		TOTAL COSTS:	\$	-
		All Income R	eceived:	
Cash:	\$	-		
Checks:	Check No:	Amount:		
		·		
		<u> </u>		
	TOTAL CHECKS	\$ -	TOTAL INCOME OF EVENT:	\$ -
EVENT ORGANIZ	ER SIGNATURE:			
SUPERINTENDEN	IT SIGNATURE:			
TREASURER SIGN	NATURE:			

Event Name: Location:	Date(s) of Event:	
Key Contact(s):		
	Recipients/Winners of Items	
<u>Name</u>	<u>Item Description</u>	Approximate Value of Item
		\$ - \$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	·	\$ - \$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	TOTAL:	\$ - \$ -
	TOTAL:	A
	TOTAL:  Recipients/Winners of Cash Payouts	
Namo	Recipients/Winners of Cash Payouts	
<u>Name</u>	Recipients/Winners of Cash Payouts  Amount	
<u>Name</u>	Recipients/Winners of Cash Payouts  Amount	
<u>Name</u>	Recipients/Winners of Cash Payouts  Amount  -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	
Name	Recipients/Winners of Cash Payouts         Amount       -         \$       - <td></td>	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         \$         -         -         \$         -         -         \$         -         -         \$         -         -         \$         -         -         \$         -         -         *         -         -         *         -         *         -         *         *         -         *         *         -         *         <	
<u>Name</u>	Recipients/Winners of Cash Payouts           Amount         -           \$         -           <	
	Recipients/Winners of Cash Payouts           Amount         -           \$         -           <	
Name TOTAL:	Recipients/Winners of Cash Payouts           Amount         -           \$         -           <	
	Recipients/Winners of Cash Payouts           Amount         -           \$         -           <	

ocation: (ey Contact(s):				
	Ticket Sales			
	TICKET NUMBERS			
Name	Beginning Number Ending Number	Cash/Check No	Amou	ınt Paid
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$ \$	-
			\$	-
			\$	-
			\$	-
		_	\$	
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
		_	\$	-
			\$	-
			\$	-
			\$ \$	-
			\$	-
			\$	-
			\$ \$	-
			\$	-
	TOTAL		^	
	TOTAL:		\$	-
VENT ORGANIZER SIGNATURE:				

#### **PAYROLL**

- 1. New hires, terminations, and any payroll changes must be made via the Superintendent/Administration office.
- 2. Forms needed for employment are found in the New Hire Paperwork files.
  - a. Direct Deposit Forms and W-4's are the most often used for changes to payroll information.
- 3. Employees are paid on a MONTHLY/SEMI-MONTHLY (circle one) basis. Or 12/24 pays (circle one) per year.
  - a. Dates are the 15th and the Last day of the month. See Pay Schedule.
  - b. Administrative employee's pay calendar is 7/1 to 6/30.
  - c. Teacher pay calendar is 9/1 to 8/31.
  - d. Hourly pay calendar is 7/1 to 6/30.
- 4. Due dates for payroll documents to be received by the Treasurer's office are shown on the pay schedule.
  - a. Pay Schedule is given to school, from Payroll Administrator, on the 1st of each fiscal year.
- 5. Timesheets must be signed by Headmaster/Director of School Operations.
  - a. A recommended timesheet template can be found herein.
- 6. Questions about how pay is calculated or how benefits and taxes are deducted, can be referred to the Treasurer's office.
- 7. The School uses Paycor as its payroll provider. Steps for accessing timesheets or information within these systems can be referred to the Treasurer's office.
- 8. Payroll Processing Procedures:
  - a. All timesheets and pay changes are collected each Friday by school appointed personnel.
  - b. All information for any payroll related changes are due to the Treasurer's office every pay by the date specified on the Pay Day Schedule.
  - c. The Treasurer compiles all information into a format that will be a reference for the school as well as auditors.
  - d. Once all information is gathered, a 'Preview' will be sent to the School Appointed Payroll Supervisor for Approval.
  - e. After the Treasurer's Office receives approval, the Treasurer will initiate and submit payroll via the appropriate software.

# WEEKLY EMPLOYEE TIMESHEET

Supervisor Signature	Employee Signature	Total Hours	Sunday	Saturday	Friday	Thursday	Wednesday	Tuesday	Monday	Day of Week Date	Week Of:	Employee Name:
		0								Regular Hours		
		0								<u>Overtime</u>		
		0								PTO Hours		
Date	Date	0								Notes:		
		0	0	0	0	0	0	0	0	<u>Total Hours</u>		

#### **ACCOUNTS PAYABLE**

NOTE: If school utilizes Purchase Orders/Requisitions to begin purchasing Items:

- a. A template can be found herein
- b. Please speak to Appropriate School Administrator on internal procedures regarding submission and sign offs for purchase orders
- c. Once a purchase order is issued, a purchase can be made.
- d. Treasurer's office will not maintain a policy or procedures for purchase orders as it is not a requirement of the State of Ohio.
- Once authorized personnel receive an invoice, it must be forwarded to the Administration office for review and approval.
- 2. After invoices are reviewed and approved, the appointed personnel will upload those documents to Bill.com and/or email to Treasurer's office.
- 3. The Treasurer's office will review invoices and key them into bill.com system for payment.
  - a. For information about viewing bill.com system and acquiring a user name, please contact the Treasurer's office. Requires Superintendent approval.
- 4. Each Thursday there will be a check run that the Treasurer will review and approve before sending out.
- 5. Any ad-hoc check requests that require immediate payment will be on a one-on-one basis with the Appointed Administrator approving that payment.
- 6. Any online payments being made on behalf of the school, at the Treasurer's office, will require prior authorization from the school.
  - a. Once authorization is given to the Treasurer's office, the Treasurer will continue in the same fashion unless specifically told to stop.

#### **PURCHASE ORDER**

#### Cincinnati Classical Academy

ORDER NO:		_ DA	TE:				
VENDOR:			SHIP TO:				
CONTACT NAME:		NA	ME/DEPT:				
ADDRESS:		AD	DRESS:				
PHONE:			ONE:				
G/L CODE	PRODUCT NAME / DESCRIPTION	QTY	UNIT PRICE	DELIVERY DATE	Total Price		
		0.00	\$ -		\$	-	
		0.00	-			=	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
		0.00	-			-	
REM	ARKS/NOTES:			SUBTOTAL	\$	-	
	CH ANY DOCUMENTATION			DISCOUNT (%)		0%	
				SUBTOTAL LESS DISCOUNT	\$		
				SHIPPING/HANDLING	\$	-	
				TOTAL		\$0.00	
			APPROVER SIGNATURE				

#### **GRANTS**

- 1. All grants are budgeted and maintained by your Grants Coordinator with assistance from school administration.
- 2. Purchases made with grant funds should be documented on all invoices, receipts, reimbursements and contracts.
- 3. Grant fund expenses are reviewed by the Treasurer's office every time a new request is made.
  - a. Documentation is required to perform this action.
  - b. Financial system will be updated with this documentation.
- 4. Schools are required to collect Time and Effort Log Sheet once a year for staff being paid from multiple grant funds. The school's CCIP Coordinator should be contacted for a copy of this document.
- 5. Schools are required to collect a Semi Annual Certification twice a year (DECEMBER and MAY) for federal grant paid staff. This form should be used only for staff that is paid from one fund. The school's CCIP Coordinator should be contacted for a copy of this document.
- 6. The Treasurer may periodically request documentation on grants due to answer legislation and ODE guidelines that arise. Grant documentation should be maintained for 5 years.

# Semi-Annual Certification Activity Report for Employees Working on a Single Cost Objective School Year \_\_\_\_\_\_

School/District:	<del></del>
Federal Program:	<del></del>
For the Six-Month Period of: (Cyear)	Circle the completed six month time period and fill in the
yeary	January-June 20 July-December 20
	sted below worked 100% of their time in the above six authorized by the federal program stated above. Ithrough Title 1.
Employee Name	Employee Title
Employee or Supervisory Offici	al's Signature Date

This form is to be completed every six months for any employee who is paid solely with federal funds from a single cost objective.

A school that has any staff that are split funded between Title I and another funding source must instead complete a Time and Effort Program Activity Report (PAR).

#### **Grant Project Time and Effort Certification Form**

Employee	e Name and Title:					
Employee	e ID:	Department:				
Report fo	Report for Month/Year: Total Hours Worked:					
_	ne month shown above, my responsibilities were divi ge shown.	ded betweer	n the following	activities in the		
Fund	Description	Hours of Day	Percent of Time and Effort	Check if Cost Share or Match		
N/A	Non grant-funded activities					
TOTAL PI	ERCENTAGE OF TIME AND EFFORT (Must equal	100 %)				
I certify th	nat the information provided above is correct.					
Employee	e Signature		Date			
Administ	rator Signature and Title		Date			
Please se	nd the completed form to the CCIP Coordinator every D	ecember and	every May.			
If you hav	ve any questions, you may contact the CCIP Coordinator.					



#### **Attachment 3.2 – Management Contract**

**Not Applicable** 

#### **ATTACHMENT 3.4**

#### **CLOSING PROCEDURES ASSURANCE DOCUMENT**

By signing this document, I, <u>Jed Hartings</u>, hereby certify that I am the School Governing Authority President and/or authorized representative of <u>Cincinnati Classical Academy</u>. If <u>Cincinnati Classical Academy</u> 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 Michael Rose, or the then current School Leader, as Designee, to coordinate the closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the sponsor at the time of the School's closing are fully completed.

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

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

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

Jed Hartings, Governing Authority President	2-13-22 Date
Michael Rose, Designee	2/15/2022 Date
Stephanie Ataya, Treasurer	2/15/2022 Date





Plan to Achieve or Continue Racial and Ethnic Balance

The school will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population.

The school governing authority will assess the racial and ethnic balance of the school within the first two months of the calendar year using detailed demographic information obtained from the US Census Bureau and/or local school report cards from areas which students are drawn to determine racial balance comparative to the local population.

Information will be reviewed by the school leader and the governing authority. Marketing plans will be adjusted to ensure racial and ethnic diversity. Efforts will be made to draw students from a diverse area to best reflect the local population's diverse makeup.

With this said, the school is a public school and enrollment will not be denied to any eligible applicant on behalf of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or identity or physical, mental or emotional ability or disability.



# ADMISSION & ENROLLMENT POLICIES

#### 241 Admissions and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as "at risk" in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

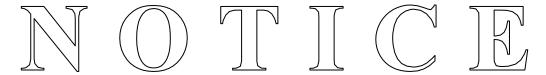
If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff or founding Governing Authority members. The total number of students receiving the latter preference as children shall not exceed five percent (5%) of the School's total enrollment.

#### R.C. 3314.06.

See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.3 Compulsory and Early Kindergarten Admission, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.

#### 241.1 R.C. 3314.041 Notice



Pursuant to the Ohio Revised Code Section 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

Cincinnati Classical Academy is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter, contact the school administrator or the Ohio Department of Education.

#### 241.2 Records upon Enrollment

Newly enrolled student records:

- 1. Upon entry, a request for records will be made within twenty-four (24) hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
  - a. "Entry" is defined as the beginning of learning opportunities by a student at the School.
- 2. If the records are not received, a second request and contact with the parent and former school should be made within the first fourteen (14) days by the Principal or his/her designee.
- 3. If the records are not received within fourteen (14) days of the date of request, or the pupil's previous school indicates that it has no record of the pupil's attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal will contact the former school directly, then the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
- 4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student's academic transcript; (2) a report outlining the student's behavior in school while in custody of the department; (3) the student's current IEP if applicable; and (4) a summary of the institutional record of the student's behavior.
- 5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (*e.g.*, a group home, child's crisis care facility, children's residential center, residential parenting facility with 24-hour care, county children's home or district's children's home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child's date and place of birth upon registration for admission. Required documentation must be presented within ninety (90) days of the child's initial entry into the School. If the required records are not produced within ninety (90) days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child. A student under the care of a domestic violence shelter at the time of initial enrollment shall notify the School of that fact, and the School shall inform the school from which it requests the pupil's records of that fact.
- 6. In the event that an order or decree is issued allocating or modifying an allocation of parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall provide the School with a complete and accurate copy of the order and any other relevant documentation.

#### Attachment 3.9 – Admission and Enrollment Policy

#### Requests for student records:

- 7. Upon receipt of a request for student records, the School will comply within two (2) business days.
- 8. Copies of the student's records will be made and kept on file.

R.C. 3313.672; O.A.C. 3301-10-01.

See also Policy 252 Missing and Absent Children.

#### 241.3 Compulsory Kindergarten Admissions

- A. The School shall admit a child to kindergarten if the child is five years of age prior to \_\_\_\_\_\_ August 1 or X September 30 [check one] of the year of admittance.
- B. Students must be five years old by September 30<sup>th</sup> each year in order to be eligible to enroll in kindergarten for each school year.
- C. First and other grade eligibility shall be based on the admissions, promotion, and retention policies of the School.

#### 241.4 Enrollees Suspended or Expelled Elsewhere

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

*R.C.* 3313.66(*J*)(1)-(2)

#### **241.5** Enrollment and Residency Policy

The School admits students residing in the home district of Cincinnati City School District, and [ ] contiguous districts, **OR**, [X] statewide [check one] ("admissions areas"). The School serves grades identified per its Community School Contract with its Sponsor.

A child shall be admitted to the School as a student, if the child's parent resides in the School's admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one (1) of the following documents can be used to establish proof of residency for verification of a child's ability to be enrolled. These items must be current, be in the parent's name, and include a street address. A post office box address cannot be used to validate residency records:

- a. A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill; or
- b. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- c. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent's or student's primary residence; or
- d. The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- e. Documented affirmation of the parent's address from the district of residence where the parent currently resides; or
- f. Notarized affirmation of current address from parent or student if over age 18; or
- g. A USPS return receipt from a certified letter sent to the parents by the district of residence; or
- h. Written confirmation of the parent's current address from the Ohio Department of Job and Family Services; or
- i. Written confirmation of the parent's current address from a local law enforcement agency; or
- j. Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence and as approved by the Ohio Superintendent of Public Instruction.

If there is a change in the location of the parent or student's primary residence, the student's parent must notify the School immediately.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. Notwithstanding anything contrary in this policy, after a student's initial submission of one of the approved proof of residency records for enrollment purposes, the School may utilize either: one (1) newly submitted proof of residency documents listed in (a) through (j), or one (1) signed parent statement identifying the student's primary home address in order to

conduct the monthly and annual verification. The Principal or his or her designee will compare each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the <u>School and Parent disagree</u> as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the <u>School and the Student's home district (district of residency) disagree</u> about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation from the Parent, which may be provided to the student's home district.

R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)

See also Appendix 241.5-A Residency Verification Procedures; Appendix 241.5-B Monthly Residency Verification Report; Policy 204.8 Migrant Students; Policy 241 Admissions and Lottery Standards; Policy 241.3 Compulsory and Early Kindergarten Admissions; Policy 252 Missing and Absent Children; Policy 294 Student Records and Release of Information; Policy 297 Homeless Children and Youth Policy; and Policy 298 Grandparent Caretaker Policy.

#### **241.6** Tuition for Out-of-State Students

The Board may open admission to the School on a tuition basis to any individual age five (5) to twenty-two (22) who is not a resident of Ohio, to the fullest extent allowed under state and federal law, and it may set or revise such tuition amount by Board resolution.

R.C. 3314.06.



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

The school has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The school will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of disabled 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 the 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-factoredevaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether an IEP, 504, LEP/ELL, or gifted is appropriate or 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 the student does not respond to the intervention, 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, and 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 students with disabilities, the school will abide by federal law on how to implement and distribute consequences. All students are expected to follow the school 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 Head of School or Intervention Specialist.

These policies are not all-inclusive and may be amended as recommended by the Head of School with approval by the Board of Directors. These policies are guidelines for acceptable behavior and for the general safety of the students. These policies are in line with the mission and vision of the school.

- 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.



#### **Location of Cincinnati Classical Academy Campus**

The facility to be used for Cincinnati Classical Academy will be maintained at 170, 175, and 177 Siebenthaler Avenue, Cincinnati, Ohio 45215-3715.

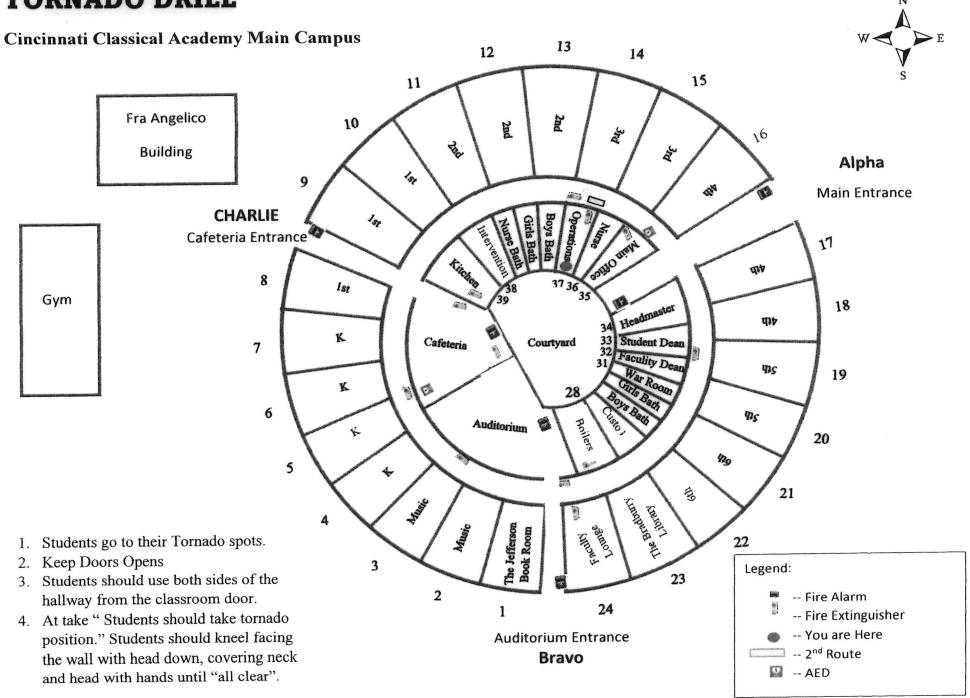
170 Siebenthaler is the main school building housing classrooms, administrative offices, etc. 175 Siebenthaler is the art center with an upper and lower level 177 Siebenthaler is the gym.

It must be noted that these street addresses make up the school's campus. The facility, addressing each of the addresses on the campus, has been secured through a lease and one amendment to the lease. A copy of the fully executed lease and amendment identifying terms, fees, use requirements, and square footage per facility on campus is included as part of this Attachment 5.1.

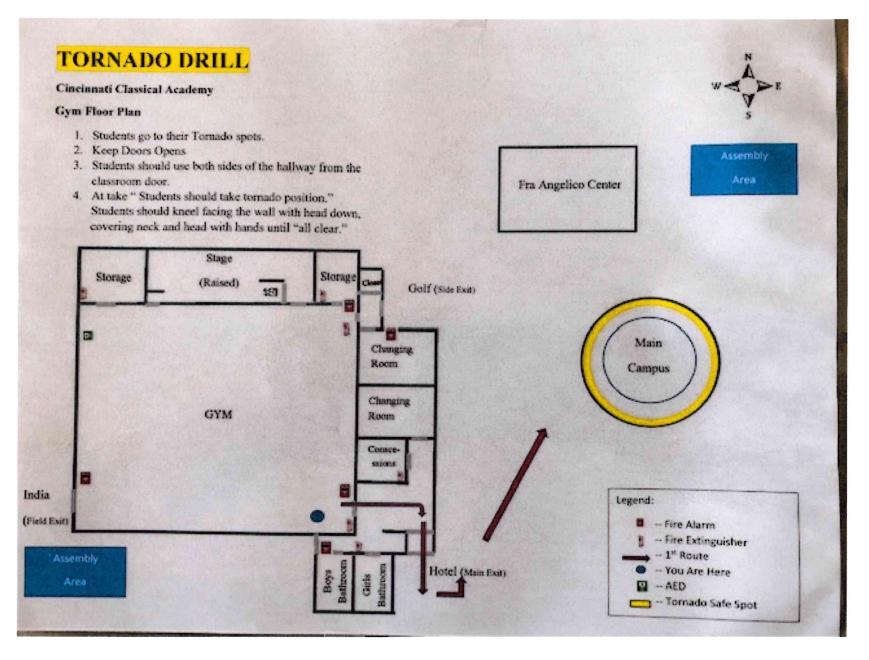
Additionally, attached are floor plans for each building.

# 170 SIEBENTHALEN AVE

#### **TORNADO DRILL**



#### 177 SIEBENTHALER AUE



# 175 SIEBENTHALEN AUF UPPENLEUEL

Art Room

AC - 2

# TORNADO DRILL

## Cincinnati Classical Academy

## Fra Angelica Center Main Floor Plan

- 1. Students go to their Tornado spots. (Basement)
- 2. Keep Doors Opens

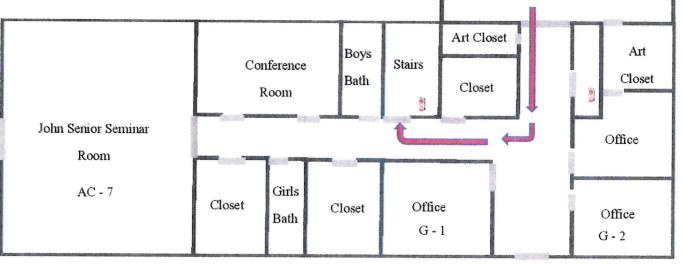
**Foxtrot** 

Side Exit

- 3. Students should use both sides of the hallway from the classroom door.
- 4. At take "Students should take tornado position." Students should kneel facing the wall with head down, covering neck and head with hands until "all clear."



Assembly Area



Legend:

-- Fire Alarm

🔋 -- Fire Extinguisher

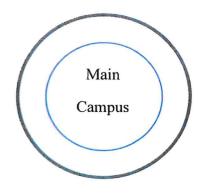
-- Route to safe area
-- You Are Here

-- AED

Main Entrance

Delta





# **TORNADO DRILL**

175 SIEBENITHALEIL AUF LOWER LEVEL

## Cincinnati Classical Academy

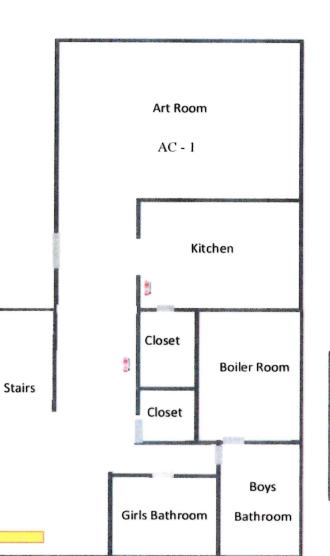
## Fra Angelico Center Basement Floor Plan

- 1. Students go to their Tornado spots.
- 2. Keep Doors Opens

Storage

- 3. Students should use both sides of the hallway from the classroom door.
- 4. At take "Students should take tornado position." Students should kneel facing the wall with head down, covering neck and head with hands until "all clear."

Storage



Echo

AC - 1

Art Room



Assembly Area



Main Campus

Gym

#### FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made and entered into as of May31, 2022, by and between Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of Our Lady of the Valley Parish, Hamilton County, Ohio ("Lessor"), and Cincinnati Classical Academy, an Ohio nonprofit corporation ("Lessee"), and amends that certain Lease dated as of December 29, 2021 (the "Lease") regarding the School, Church, Gym and Parish Center in the former Our Lady of the Valley Parish building located at 170 Siebenthaler Avenue, Cincinnati, Ohio 45215 (the "Additional Premises").

In consideration of the premises and covenants, terms and conditions to be kept and performed, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1) After Lessor has deconsecrated and removed all of its personal property from the Additional Premises, the Lessor shall turn over the Additional Premises to the Lessee for its occupancy as further described in the Lease, and upon delivery, the Additional Premises shall become part of the Leased Premises (the "Turnover Date"). The rent due as described in the Lease shall be prorated from Lessor's delivery of the Additional Premises to Lessee.
- 2) **LEASED PREMISES.** The chart in the Leased Premises Section of the Lease is hereby deleted in its entirety and replaced with the following:

	First Year of the Initial Term ("Year 1")	Commencement of the Second Year of the Initial Term until the Turnover Date	Turnover Date until the Second Year of the Initial Term (collectively "Year 2")	Third Year of the Initial Term ("Year 3")
Space rented	School only	A) School, gym B) 3 Church	School, Church, Gym, Parish Center	School, Church, Gym, Parish Center
		Rooms & Community Room		
Sq Ft Total	25,002	41,152	67,510	67,510

Additionally, paragraph 4 and 5 of the Leased Premises Section are deleted in their entirety and replaced with the following:

Commencing on July 1, 2022 and ending on June 30, 2023): (a) Lessor retains use of one (1) classroom (#3) and the church; and (b) Lessor shall have access to the community room as needed. Commencing on the Turnover Date Lessee leases all rooms in the Leased Premises.

3) TERM AND RENEWAL TERMS. The last sentence of the first paragraph in the Term and Renewal Term Section shall be amended in its entirety to read as follows:

In the event Lessor seeks to terminate the Lease, Lessor shall provide one hundred eighty (180) days advance written notice setting forth the reasons for its decision to terminate and the effective date of such termination; provided, however, such termination shall not be effective until June 30<sup>th</sup> following said 180-day period.

- 4) RENTAL. Part (ii) of the Rental Section shall be amended to read as follows:
  - (ii) rent for Year 2 of the Initial Term shall be One Hundred Fifty-Two Thousand Dollars (\$152,000.00), plus the balance of the pro-rated Year 1 rent, to be paid in twelve (12) equal monthly installments; provided, however, rent for Year 2 prior to the Turnover Date shall be prorated based on the actual square footage occupied,
- 5) **REPAIRS AND MAINTENANCE.** The following paragraph shall be inserted following part (b) of the Repair and Maintenance Section:
  - (c) Notwithstanding the foregoing, or anything contained herein to the contrary, Lessee shall, during the term of this Lease, pay for all overtime compensation associated with the Maintenance Staff's services. For the avoidance of doubt, overtime compensation shall be paid for any time the Maintenance Staff works over forty (40) hours in a week period.

Except as provided herein, all other terms and conditions of the Lease are hereby ratified and confirmed. In the event of any conflict between the provisions of the Lease and this Amendment, the provisions of the Amendment shall control. Any capitalized term used in this Amendment but not defined in this Amendment has the meaning set forth for such term in the Lease. This Amendment may be executed in one or more counterparts, including faxed counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

The parties have executed this First Amendment to Lease on the dates set forth below, but effective as of the day and year first above written.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

LESSEE:	LESSOR:
Cincinnati Classical Academy, an Ohio non-profit corporation  By: Halluy  Name: Jed Hartings, PhD  Title: Board of Directors, President	Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of Our Lady of the Valley Parish, Hamilton County, Ohio
Dennis M. Schnurr, unmarried, Archbishop of Congregation of Our Lady of the Valley Parish, I was attrinistered to the signer with record to the r	Iamilton County, Ohio. No oath or affirmation notarial act.
LINDA J. HEIDI  Notary Public, State of Ohio  My Commission Expires 03-18-2024	Notary Public  My commission expires: March 18, 2024

The foregoing instrument was acknowledged before me this 1844 day of April, 2022, by Jed Hastings PhD, the President of Cincinnati Classical Academy, an Ohio non-profit corporation, on behalf of the corporation. No oath or affirmation was administered to the signer with record to the notarial act.

COUNTY OF ALAULTON)

Hambarsoon Ghariblan Notary Public, State of Ohio My Commission Expires: February-11-2026

Notary Public

My commission expires: 43 11-th 2026

#### LEASE

This Lease is made and entered into as of latter date of execution by the Parties by and between **Dennis M. Schnurr**, **Archbishop of Cincinnati**, **Trustee for the Members of the Congregation of Our Lady of the Valley Parish**, **Hamilton County**, **Ohio** ("Lessor"), and **Cincinnati Classical Academy**, an Ohio non-profit corporation ("Lessee") (collectively, "Parties").

#### WITNESSETH:

#### 1. LEASED PREMISES:

In consideration of the rents to be paid by Lessee, and of the covenants, terms and conditions to be kept and performed as herein provided, Lessor does hereby lease unto Lessee and Lessee does hereby accept a lease on the following described premises (the "Leased Premises"):

That certain real estate located at 170 Siebenthaler Avenue, Cincinnati, Ohio 45215-3715, being Hamilton County Auditor's Parcel Number 671-0025-0129-00, as more particularly described on <u>Exhibit A</u> attached hereto, and as follows:

	First Year of the Initial Term ("Year 1")	Second Year of the Initial Term ("Year 2")	Third Year of the Initial Term ("Year 3")
Space rented	School only	A) School, gym	School, Church, Gym, Parish
		B) 3 Church	Center
		Rooms &	
		Community Room	
Sq Ft Total	25,002	A) 37,252	67,510
		B) 3,900	
		Total: 41,152	

During Year 1 (commencing on November 1, 2021 and ending on June 30, 2022): (a) Lessee may use the Principal and Secretary offices for Headmaster office and parent meetings; (b) Lessee may use community room, classroom, or similar space as needed for occasional public informational meetings and board meetings; (c) Lessee shall have access to the school for student/family tours; (d) Lessee shall have access to the gym during the day and specified evenings; and (e) the gym shall be available to Lessor for game/practice rentals.

During Year 2 (commencing on July 1, 2022 and ending on June 30, 2023): (a) Lessor retains use of one (1) classroom (#3) and the church; and (b) Lessor shall have access to the community room as needed.

During Year 3 (commencing on July 1, 2023 and ending on June 30, 2024): Lessee leases all rooms in the Leased Premises, including the church.

During the term of this Lease, Lessee may use equipment which is owned by Lessor and located in the Leased Premises, to the extent such equipment is related to school activities and administration (e.g. desks, chairs, tables, etc.) (the "Equipment"). Lessee acknowledges that Lessor makes no representation or warranty whatsoever with regard to the existence or condition of such Equipment, and Lessee shall accept the same in its AS IS condition. Although the Equipment shall remain the property of Lessor, Lessee shall be responsible for the maintenance and repair of all Equipment items at Lessee's sole cost and expense, and will replace any Equipment items that become damaged beyond repair. Lessee shall not remove any items of Equipment from the Leased Premises, without Lessor's prior written permission. All items of Equipment will be marked by identifying labels. Lessor agrees to remove any unwanted items identified by Lessee prior to April 1, 2022.

The Leased Premises shall be subject to easements, reservations, limitations and restrictions of record.

#### 2. TERM AND RENEWAL TERMS:

The "Initial Term" of this Lease shall commence on the latter date of execution by the Parties (the "commencement date"), and shall end on June 30, 2024 (the "termination date"), unless sooner terminated as herein provided. Notwithstanding the foregoing or anything herein to the contrary, Lessor shall have the right to terminate the Lease prior to the termination date, as follows: In the event that Lessee's students exhibit severe and/or chronic behavior issues such as fighting, use of vulgar language, threatening language or behavior, damage to property, overt sexual activity, consumption of alcoholic beverages or the purchase, sale or use of illegal drugs on or about the Leased Premises or the balance of Lessor's adjacent property, Lessor shall have the right to terminate the Lease subject to the terms of this Section. The Parties acknowledge that Lessee is legally required to enroll student-applicants with disabilities that may impact their behavior and must work with all students to correct inappropriate behaviors. To the extent disputes arise regarding the above-described behaviors, the Parties agree to work in good faith to address Lessor's concerns to the extent permissible under state and federal law. In the event Lessor seeks to terminate the Lease, Lessor shall provide written notice setting forth the reasons for its decision to terminate and the effective date of such termination, which shall be the latter of one hundred eighty (180) days from Lessee's receipt of the notice or the June 30 following Lessee's receipt of the notice.

Except as set forth below, and provided that Lessee is not then in default under the Lease beyond any grace or cure period (and provided that Lessee cures any such default within said grace or cure period), Lessee shall have an option to renew this Lease for three (3) separate renewal terms (each a "Renewal Term") of one (1) year each, upon the same terms, covenants and conditions set forth in this Lease. The failure of Lessee to exercise its options to renew as set forth herein by written notice delivered to Lessor, at least ninety (90) days prior to the termination of the Initial Term or then-current Renewal Term (as the case may be), shall result in the renewal rights as set forth herein becoming null and void. During each Renewal Term, rent shall be as set forth below in Section 3.

"Lease Term" or "term of this Lease," as used herein, shall include the Initial Term and all valid renewals or extensions thereof (whether or not expressly stated) unless the context clearly indicates to the contrary.

Notwithstanding anything herein to the contrary, if Lessor shall determine in his sole judgment that it is in the best interests of Our Lady of the Valley Parish, Hamilton County, Ohio (the "Parish") or the Archdiocese of Cincinnati: (i) to sell the Leased Premises or all or any part of the Parish property, (ii) to close, cluster, merge or make other changes in the operation of the Parish, (iii) to expand the existing Parish facilities, (iv) to raze the Leased Premises or (v) to construct new facilities, then Lessor may terminate this Lease upon one hundred eighty (180) days advance written notice to Lessee; provided, however, such termination shall not be effective until June 30<sup>th</sup> following said 180-day period. Further, Lessee shall have the option to terminate this lease without cause effective June 30, 2023 by providing one hundred eighty (180) days advance written notice to Lessor.

#### 3. RENTAL:

Commencing on the commencement date, Lessee shall pay to Lessor as and for rent for the Leased Premises the following amounts, in advance, without demand, deduction, or set-off: (a) during the Initial Term, Three Hundred One Thousand One Hundred Dollars (\$301,100.00) annually, to be paid as follows: (i) rent for Year 1 shall be prorated from the commencement date until June 30, 2022, based on an annual rate of Fifty-Six Thousand Five Hundred Dollars (\$56,500.00), to be paid in monthly installments of One Thousand Dollars (\$1,000.00) each, the balance of which shall be added to the rent for Year 2, (ii) rent for Year 2 of the Initial Term shall be Ninety-Two Thousand Six Hundred Dollars (\$92,600.00), plus the balance of the pro-rated Year 1 rent, to be paid in twelve (12) equal monthly installments, (iii) rent for Year 3 shall be One Hundred Fifty-Two Thousand Dollars (\$152,000.00), to be paid in twelve (12) equal monthly installments of Twelve Thousand Six Hundred Sixty-Seven Dollars (\$12,667.00) per month; and (b) during the first Renewal Term (if exercised), One Hundred Fifty-Two Thousand Dollars (\$152,000.00) annually, to be paid in monthly installments of Twelve Thousand Six Hundred Sixty-Seven Dollars (\$12,667.00) each; and (c) during the second Renewal Term (if exercised), One Hundred Fifty-Six Thousand Five Hundred Sixty Dollars (\$156,560.00) annually, to be paid in monthly installments of Thirteen Thousand Forty-Six Dollars and 67/100 Dollars (\$13,046.67) each; and (d) during the third Renewal Term (if exercised), One Hundred Sixty-One Thousand Two Hundred Fifty-Six and 80/100 Dollars (\$161,256.80) annually, to be paid in monthly installments of Thirteen Thousand Four Hundred Thirty Eight and 07/100 Dollars (\$13,438.07) each. All monthly payments shall be due in advance on the first business day of each calendar month during the term of this Lease. Rent for any partial month shall be prorated on a per diem basis. A late charge of ten percent (10%) of the monthly installment will be due if any monthly installment is not paid on or before the fifth (5<sup>th</sup>) day of the month when due.

#### 4. USE:

Lessee shall use the Leased Premises only for operation of a public school for students identified in the Lessee's community school sponsorship agreement entered into pursuant to R.C. 3314.03. Lessee represents and covenants to Lessor that it is a non-profit corporation existing under the laws of the State of Ohio, and is properly organized, recognized, licensed, and permitted to

operate by all governmental and quasi-governmental entities having jurisdiction over it and its operation, and that Lessee shall maintain that status throughout the entire term of this Lease. A breach of this covenant shall give Lessor the right, at its option, to terminate this Lease, as provided in Section 19.

Lessee shall not do anything on or make or allow any use of the Leased Premises which conflicts with the official doctrine of the Roman Catholic Church, as defined by Lessor and as set forth in the Code of Canon Law and the Catechism of the Catholic Church. Lessee shall not, without Lessor's permission, use or allow upon the Leased Premises anything which will invalidate any policy of insurance now or hereafter carried thereon or on any of the contents thereof, or which may be dangerous, or which will cause an increase in the rate of fire insurance on the Leased Premises. If Lessor grants said permission it shall be solely on the condition that Lessee shall pay on demand any increase in insurance premiums on the Leased Premises or on the contents thereof resulting from said use. Lessee shall take reasonable steps to prevent objectionable noise, and shall not do or permit anything tending to create a nuisance or to disturb the occupants of neighboring property.

#### 5. UTILITIES:

During Year 1, Lessor shall purchase all utilities, including, but not limited to, water, sewer, electricity, heating fuel, gas, and cable, directly from the utility or municipality providing such service, and shall pay for such services at its sole cost and expense; provided, however, that Lessee shall be solely responsible for arranging and paying for internet and telephone service.

During Year 2, Year 3 and any Renewal Term, Lessee shall purchase all utilities, including, but not limited to, trash removal, water, sewer, electricity, heating fuel, gas, internet, cable, and telephone service, directly from the utility or municipality providing such service, and shall pay for such services promptly when such payments are due.

Lessee shall be solely responsible for arranging and paying for any security services during the term of this Lease.

Lessee agrees that Lessor or Lessor's agents and representatives shall not be liable in damages for failure of the utility or municipality providing any such service or utility, or for a delay in furnishing, any such service or utility.

#### 6. REAL PROPERTY TAXES:

The parties acknowledge that the Leased Premises is situated on a parcel or parcels of land which are currently exempt from real property taxation. If during the term of this Lease, real estate taxes are levied on all or any portion of the Leased Premises, due in whole or in part to the existence of this Lease or Lessee's operations upon the Leased Premises, then Lessee shall pay to Lessor as additional rent the entire amount of such real estate tax bill, within ten (10) days after demand for the same. Such real estate taxes shall include ad valorem taxes and assessments, general and special assessments or other similar taxes which shall be levied or assessed or which constitute or become liens upon the Leased Premises, or otherwise any similar taxes which are imposed in lieu of any such real property taxes, including, but not limited to, the building, furniture, fixtures, equipment and improvements situated thereon. If all or any portion of the Leased Premises loses its real property tax exemption due in whole or in part to the existence of this Lease or Lessee's operations upon the

11357301.8 4

Leased Premises, Lessee shall further be solely responsible for any and all costs and expenses incurred by Lessor (including but not limited to attorneys' fees) in filing an application for real property tax exemption and remission and in reinstating the Leased Premises upon the real estate tax exempt duplicate. Notwithstanding anything to the contrary in this Section, in the event that the tax exempt status of the Leased Premises is terminated solely because Lessor has transferred or assigned ownership of the Leased Premises, Lessor shall be solely responsible for any and all real property taxes applicable for the tax year in which the Leased Premises is not exempt due to the transfer of ownership.

As used herein, the term "real property tax" shall include any form of assessment (general or special), license fee, commercial rental tax, levy, penalty, or tax (other than income, inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Leased Premises.

#### 7. ALTERATIONS TO LEASED PREMISES:

Lessee agrees that it has made its own personal inspection of the Leased Premises and the improvements therein, agrees to take the Leased Premises "as is" in its present condition, and is entering into this Lease based on its own findings and not on any representation of Lessor or its agents or employees. Notwithstanding the foregoing, Lessor shall consider requests of Lessee for minor repairs and work prior to Lessee's occupancy noted in a property inspection obtained at Lessee's cost; any agreed upon repairs and work shall be listed in Exhibit B of this Lease. Lessee shall not without Lessor's prior written consent make or allow any structural or non-structural construction, alterations, additions, improvements, or utility installation (all of which are hereinafter referred to in this Lease as "alterations"), in, on, or about the Leased Premises. As used in this Lease the term "utility installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning equipment, and plumbing. Should Lessee make any alterations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same at Lessee's sole cost.

Any alterations in or about the Leased Premises that Lessee wishes to make shall be presented to Lessor in written form, with proposed detailed working drawings. After giving its consent, no modification shall be made in the working drawings without Lessor's consent to such modification, such consent shall not be unreasonably withheld. If Lessor shall give its consent to the alterations, the consent shall be deemed conditioned upon Lessee acquiring a permit to do the alterations from appropriate governmental agencies, the furnishing of a copy thereto to Lessor prior to the commencement of the work, the compliance by Lessee with all conditions of said permit in a prompt and expeditious manner, and completion of the alterations by contractors approved by Lessor (such approval to include but not be limited to requiring such contractors to carry insurance acceptable to Lessor), in a lien-free, good and workmanlike manner, in accordance with the working drawings as approved by Lessor and in accordance with all applicable laws, codes and ordinances.

Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Leased Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Leased Premises or any interest therein.

Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Leased Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Leased Premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole cost and expense, defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Lessor or the Leased Premises, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to the amount then required by Ohio law to bond off a mechanic's or materialman's lien, indemnifying Lessor against liability for the same and holding the Leased Premises free from the effect of such lien or claim. Lessee's obligations under this paragraph shall survive termination or expiration of the Lease.

#### 8. REPAIRS AND MAINTENANCE:

Lessee at its sole cost and expense shall keep and maintain the entire Leased Premises neat and orderly and in good and sanitary order and condition during the entire term of this Lease, and Lessee shall make, at its sole cost and expense, all necessary maintenance, repairs, and replacements to the entire Leased Premises during Year 2, Year 3 and any Renewal Term, except for those matters that are expressly set forth in Section 8(b) below. For the avoidance of doubt, such responsibilities shall include (but not be limited to), at Lessee's sole cost and expense, maintenance and repair of all interior walls, floor, fixtures and Equipment, landscaping, and snow and ice removal. Lessee acknowledges and agrees that Lessor shall have no obligation whatsoever to make or pay for any repairs, maintenance, or replacements to the Leased Premises, except as otherwise expressly set forth herein. All maintenance, repair and replacement performed by Lessee must be completed in a good and workmanlike manner by sufficiently insured, qualified contractors (holding licenses, in the case of trades that are licensed in the state of Ohio), and any material repairs shall be subject to prior approval of Lessor. Notwithstanding the foregoing or anything contained herein to the contrary, Lessee shall be responsible for and shall pay compensation for the maintenance staff for Year 2, Year 3 and any Renewal Term, to be paid as follows: (i) Sixty Nine Thousand Dollars (\$69,000.00) for Year 2, to be paid with rent in equal monthly installments of Five Thousand Seven Hundred Fifty Dollars (\$5,750) each; and (ii) Seventy Thousand Five Hundred Dollars (\$70,500.00) for Year 3, to be paid with rent in equal monthly installments of Five Thousand Eight Hundred Seventy Five Dollars (\$5,875.00) (collectively, the "Maintenance Staff Rate"). All monthly payments shall be due in advance on the first business day of each calendar month during the term of this Lease. A late charge of ten percent (10%) of the monthly installment will be due if any monthly installment is not paid on or before the fifth (5<sup>th</sup>) day of the month when due. Notwithstanding the foregoing or anything contained herein to the contrary, Lessee acknowledges and agrees that the Maintenance Staff Rate may change as a result of staffing changes and Lessor and Lessee agree to work in good faith to adjust the Maintenance Staff Rate in the event of said changes. Maintenance Staff shall be employed or contracted for by Lessor, and shall provide all services consistent with this Lease. All Maintenance Staff shall be subject to a criminal records check in accordance with R.C. Chapter 3314, and no individual shall be permitted to work in the presence of or engage in routine interactions with a child or have regular responsibility for the care, custody, or control of a child, if the individual has been convicted or plead guilty to a disqualifying offense.

(b) Notwithstanding the foregoing or anything contained herein to the contrary, Lessor shall, during the term of this Lease, perform all necessary major maintenance, repairs, and

replacements to the exterior of the Leased Premises, including the structure, the roof, and replacement of the HVAC.

#### 9. REMOVAL OF ALTERATIONS AND FIXTURES:

All alterations and fixtures, whether temporary or permanent, fixed or movable, placed on or made to the Leased Premises by either Lessor or Lessee, excluding furniture, personal property, inventory, trade fixtures or other movable property not attached to the Leased Premises, shall become the sole property of Lessor upon termination of this Lease, and shall not be injured or removed by Lessee except as provided in this Section, nor shall Lessee claim at any time compensation therefore except as provided in Section 14 and upon termination of this Lease such alterations and fixtures shall be surrendered to Lessor. All furniture, personal property, inventory and trade fixtures installed by Lessee shall be removed by Lessee prior to the termination of this Lease, and all damage to the Leased Premises caused by the installation or removal of such items shall be repaired at Lessee's expense as provided in Subsection 15(e). Lessee's obligations set forth in this Section 9 shall survive expiration or termination of the Lease.

#### 10. LESSOR'S RIGHT OF ENTRY:

Lessor shall have the right, without charge or diminution of rent, to enter the Leased Premises at all reasonable times, upon reasonable notice and in a reasonable manner for the purpose of examining the Leased Premises and making repairs or alterations, either to the Leased Premises or to utility lines or other facilities of the Leased Premises or to install such lines or facilities. There shall be no allowance to Lessee or diminution of rent and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to or loss of business arising from the reasonable making of any repairs or alterations in or to any portion of the Leased Premises, or in and to the fixtures, appurtenances and equipment thereof; provided however, Lessor shall make a good faith effort to avoid entrance onto Leased Premises in a manner that could reasonably be anticipated to cause a disruption to Lessee's functioning as a school.

#### 11. SIGNS:

Lessee shall have the right to install and operate on the Leased Premises, at its own expense, beginning on the effective date hereof, exterior signs identifying Lessee, in accordance with local codes. No signs may be installed on the roof of any building. Lessor's consent shall be required as to the size, design, location and design of any sign, but such consent shall not be unreasonably withheld. Lessee shall remove any such sign prior to the termination of this Lease, and restore its location to a condition at least equal to its condition at the time of the installation of such sign, all at Lessee's sole cost. Notwithstanding the foregoing, Lessee shall have the right to place temporary signage on the Leased Premises with Lessor's consent, not to be unreasonably withheld, conditioned or delayed. Lessee's obligations set forth in this Section 11 shall survive expiration or termination of the Lease.

## 12. ASSIGNMENT AND SUBLETTING:

Lessee may assign this Lease or sublet all or a part of the Leased Premises only upon the prior written consent of Lessor, which may be withheld for any reason. Any attempted assignment or subletting in violation of this provision shall be null and void *ab initio*. If Lessee is a corporation

or limited liability company, then any transfer of this Lease by merger, consolidation or liquidation or any change (in any single transaction or series of related transactions) in the ownership of, or power to vote the majority of, its outstanding voting stock or membership interests, shall constitute an assignment for the purposes of this paragraph. Such assignment or sublease shall not be effective unless and until the assignee or sublessee shall assume the performance of all the terms, conditions, duties and obligations of this Lease without, however, releasing the liability of Lessee, and shall deliver to Lessor an executed copy of such instrument of assumption. If written consent is once given by Lessor to any such assignment or subletting, such consent shall not operate as a waiver of the necessity for obtaining Lessor's written consent to any subsequent assignment or subletting. If this Lease be assigned or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Lessee's covenants contained in this Lease or the acceptance of such assignee, subtenant or occupant as Lessee, or a release of Lessee from further performance by Lessee of covenants on the part of Lessee herein contained.

#### 13. EMINENT DOMAIN:

- (a) If the whole of the Leased Premises is taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession is taken thereunder of the Leased Premises, the term of this Lease and all rights of the Lessee hereunder shall immediately terminate, and the rent shall be adjusted as of the time of such termination and any rent paid for a period thereafter shall be refunded.
- (b) If a part of the Leased Premises equal to or greater than 20%, but less than 100%, of the gross square footage of the Leased Premises, or if any means of access to the Leased Premises, shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, either party, by written notice delivered to the other on or before the date of surrendering possession to the public authority, may terminate this Lease effective as of such surrender of possession. If neither party terminates this Lease as provided herein, or if less than 20% of the gross square footage of the Leased Premises is so taken, this Lease shall remain in effect as to the remainder of the Leased Premises not taken by such public authority, and the rent shall be reduced in the proportion the area of the school building taken bears to the total area of the school building hereunder, and Lessor at its own cost and expense, shall make all repairs and alterations to the Leased Premises required by such taking.
- (c) In any event, Lessee shall not receive any portion of the award of damages granted for said taking, except for any award granted for the taking of Lessee's leasehold improvements, trade fixtures or alterations, if any.

#### 14. FIRE OR OTHER CASUALTY:

#### (a) Total Destruction.

If the Leased Premises is totally destroyed by fire or other casualty, whether of accidental or negligent origin, or so much thereof that Lessor shall desire to raze the Leased Premises, or if the Leased Premises are destroyed or damaged by fire or other casualty, whether of accidental or negligent origin, so that they could not be repaired or reconstructed with reasonable diligence being exercised and within 180 days after the date of such fire or other casualty, then in those events Lessor shall have the option either (i) to terminate this Lease, as of the date of such fire or other casualty, by written notice to Lessee given within 10 days after such fire or other casualty, or (ii) continue under this Lease, in which latter event, except as provided in Subsection 14(d), Lessor shall immediately reconstruct and repair the Leased Premises; provided, however, that Lessor shall not be required to spend for the reconstruction and repair of the Leased Premises an amount greater than the insurance proceeds received by Lessor by reason of such destruction or damage from (a) Lessor's protected self-insurance program plus the amount of Lessor's deductible under its protected self-insurance program or (b) Lessee's insurance policies provided for in this Lease plus Lessee's deductible thereunder, as the case may be. Rent shall abate until the reconstruction and repairs are substantially completed, unless such destruction or damage was caused by or contributed to by the negligence of Lessee, its agents, servants, employees, licensees, invitees or guests, in which case the rent shall not abate.

#### (b) Partial Destruction.

If the Leased Premises are damaged or partially destroyed by fire or other casualty, whether of accidental or negligent origin, such that they could be reconstructed or repaired in the exercise of reasonable diligence within 180 days after the date of said fire or other casualty, then, except as provided in Subsection 14(d), Lessor shall immediately reconstruct and repair the Leased Premises; provided, however, that Lessor shall not be required to spend for the reconstruction and repair of the Leased Premises an amount greater than the insurance proceeds received by Lessor by reason of such destruction or damage from (a) Lessor's protected self-insurance program or (b) Lessee's insurance policies provided for in this Lease plus Lessee's deductible thereunder, as the case may be. If Lessee is able to use a portion of the Leased Premises pending such repair or reconstruction, then Lessee shall pay a rental based upon the proportionate area of the Leased Premises remaining usable and such rental shall continue in effect until the reconstruction and repairs are substantially completed, or until termination of the Lease pursuant to Subsection 14(d), unless such destruction or damage was caused by or contributed to by the negligence of Lessee, its agents, servants, employees, licensees, invitees or guests, in which case the rent shall not abate.

## (c) <u>Lessee's Alterations and Fixtures.</u>

Lessor shall have no obligation to reconstruct, repair or replace alterations or fixtures installed in the Leased Premises by Lessee, or any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever.

#### (d) Insurance Proceeds.

Insurance proceeds paid pursuant to Lessor's protected self-insurance program, or Lessee's insurance policies provided for in this Lease, as a result of destruction or damage to the Leased Premises shall be paid to Lessor, and Lessor shall hold and disburse the same

for reconstruction or repairs in accordance with the terms of this Section 14. If the cost to reconstruct or repair the Leased Premises, excluding alterations or fixtures installed by Lessee, to a condition equal to or better than the condition prior to such fire or other casualty is greater than the insurance proceeds received by Lessor (a) from Lessor's protected self-insurance program plus the amount of Lessor's deductible under its protected self-insurance program or (b) Lessee's insurance policies provided for in this Lease plus Lessee's deductible thereunder, as the case may be, then Lessor shall have the right to terminate this Lease as of the date of such fire or other casualty by delivering written notice of termination to Lessee within fifteen (15) days after receipt of such insurance proceeds or the determination of the cost to reconstruct or repair, whichever is later.

#### 15. RISK OF LOSS AND PROPERTY INSURANCE:

## (a) <u>Lessor's Property</u>.

Lessor shall bear the risk of loss or damage to the Leased Premises that is caused by fire or other casualty, or by any other cause whatsoever, except that Lessor shall not bear the risk of or be responsible for loss or damage (i) to any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever, all of which Lessee shall be responsible for pursuant to Subsection 15(c); and/or (ii) to the Leased Premises or property therein resulting from an occurrence for which Lessee is responsible pursuant to Subsection 15(e).

## (b) Lessor's Property Insurance.

In order to properly insure against the risks described in Subsection 15(a), during Year 1, Lessor, at its sole cost and expense, shall carry fire and extended coverage insurance through its protected self-insurance program, covering the Leased Premises against loss or damage by fire or other casualty or by other risks now or hereafter embraced by the uniform standard extended coverage endorsement in use for similar structures (including vandalism and malicious mischief) in amounts equal to the full replacement cost of the Leased Premises.

During Year 2, Year 3, and any Renewal Term, Lessee, at its sole cost and expense, shall carry fire and extended coverage covering the Leased Premises against loss or damage by fire or other casualty or by other risks now or hereafter embraced by the uniform standard extended coverage endorsement in use for similar structures (including vandalism and malicious mischief) in amounts equal to the full replacement cost of the Leased Premises.

### (c) <u>Lessee's Property</u>.

All alterations or fixtures installed in the Leased Premises by Lessee and all trade fixtures, inventory or other personal property belonging to Lessee or to Lessee's agents, servants, employees, licensees, invitees or guests that shall be located in or about the Leased Premises shall be there at the sole risk of Lessee or such other person. Lessor shall have no obligation to provide security protection for the Leased Premises. Except for the willful or negligent acts or omissions of Lessor, its agents, servants, employees or representatives, neither Lessor nor its agents, servants, employees or representatives shall be liable for any injury or damage to the person of Lessee, Lessee's agents, servants, employees, licensees, invitees or guests, or for any loss or damage to any property of any of them, or for loss of or interruption to Lessee's business, whether

caused by theft or from any other cause whatsoever, including but not limited to injury, loss or damage caused in whole or in part by the Leased Premises becoming out of repair, or caused by fire or other casualty. Neither Lessor nor its agents, servants, employees or representatives shall be liable for any injury, loss or damage to person or property caused by other tenants, if any, or other persons in the Leased Premises, or caused by operations in the construction of any private, public or quasi-public work.

## (d) <u>Lessee's Property Insurance</u>.

It shall be the sole obligation of Lessee to insure, to the extent desired by Lessee and at Lessee's sole cost and expense, any and all alterations or fixtures installed on the Leased Premises by Lessee, or any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever.

## (e) <u>Damage to Leased Premises</u>.

Lessee shall be liable for any damage, injury or loss to the Leased Premises or property therein that shall be caused in whole or in part by Lessee's acts or omissions or the acts or omissions of Lessee's agents, servants, employees, representatives, contractors, licensees, invitees or guests. Lessee shall have the right to repair such damage, injury or loss if such repair efforts are commenced within a reasonable time after the damage, injury or loss and if such are prosecuted with reasonable dispatch, and should Lessee fail to do so promptly, Lessor shall provide written request to Lessee, and if Lessee does not initiate repairs within 5 business days, Lessor may, at its option, make such repairs and Lessee shall pay the cost thereof to Lessor on demand. Except as provided in Section 14, such damage, injury or loss shall in no way mitigate or reduce Lessee's obligation to pay rent hereunder.

### 16. LIABILITY AND PUBLIC LIABILITY INSURANCE:

#### (a) Indemnity.

To the maximum extent permitted by law, Lessee hereby agrees to indemnify, defend, release, protect, save and hold harmless Lessor, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, and their respective agents, servants, employees and representatives from and against any and all claims, demands, causes of action, suits, losses, penalties, damages, liabilities, costs and expenses (including but not limited to attorneys' fees, court costs and expert witness fees) arising out of or connected with the use or occupancy of the Leased Premises by Lessee, its sublessees or by their respective agents, servants, employees, representatives, contractors, licensees, invitees, or guests. In the event that any such claim or demand is alleged against Lessor, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, or their respective agents, servants, employees and representatives, by anyone arising out of the use or occupancy of the Leased Premises by Lessee, its sublessees, or by their respective agents, servants, employees, representatives, contractors, licensees, invitees or guests, it is expressly understood and agreed that Lessee shall pay all attorneys' fees, verdicts, judgments, settlement payments and all other costs and expenses whatsoever incurred in connection with the defense of the same, without exception, it being expressly understood that Lessee shall hold the aforementioned indemnitees completely harmless from and against any cost or expense whatsoever in connection therewith.

If Lessor, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, or their respective agents, servants, employees and representatives should be made a party to any litigation instituted by or against Lessee or by or against any person holding by or through or under Lessee or using the Leased Premises by license of Lessee, or for the foreclosure of any lien of any kind, or otherwise arising out of or resulting from any act or transaction or omission of Lessee, or of any such person, Lessee shall immediately pay, or shall immediately reimburse to Lessor if Lessor, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, or their respective agents, servants, employees and representatives have paid, the amount of any judgment rendered against Lessor, the Archdiocese of Cincinnati, the Archbishop of Cincinnati, or their respective agents, servants, employees and representatives or the Leased Premises or any part thereof, and all costs and expenses, including but not limited to reasonable attorneys' fees and court costs and expert witness fees, paid or incurred by the aforementioned indemnitees in or in connection with such litigation.

## (b) <u>Lessee's Liability Insurance</u>.

During the term of this Lease, and any extension thereof, Lessee shall, at its own cost and expense, maintain, provide and keep in force by advance payment of premiums: (i) workers' compensation insurance for Lessee's employees and agents as required by Ohio law, including employers' liability insurance in the amount of \$1,000,000 per occurrence; and (ii) commercial general liability insurance coverage for the benefit and protection of Lessee and Lessor, as their interests may appear, in a combined single limit amount of not less than \$2,000,000 per occurrence, with additional \$5,000,000 umbrella coverage, for personal injury, bodily injury and property damage, or in such greater amounts of insurance coverage as Lessor may from time to time reasonably require, and fire legal liability coverage in an amount not less than \$500,000, insuring against any liability of Lessee, its agents, servants, employees and representatives arising out of or in connection with the use or occupancy of the Leased Premises by Lessee, its agents, servants, employees, representatives, contractors, licensees, invitees or guests. Such commercial general liability insurance policy shall be written on the "caused by any occurrence" rather than on the "caused by accident" basis for bodily injury and property damage liability coverage. Such insurance policy shall be written with a blanket contractual liability endorsement providing automatic coverage for bodily injury or property damage assumed under any type of written contract, including this Lease, in addition to the types of contracts defined in the policy form. Such insurance policy shall be written using a "personal injury" endorsement providing coverage for claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy, and such endorsement shall not contain an exclusion of coverage for claims for "personal injury" brought by employees of an insured. Such insurance policy shall be with a company or companies reasonably acceptable to Lessor and authorized to do business in the State of Ohio, and shall be maintained by Lessee in full force and effect during the entire term of this Lease. The Archbishop of Cincinnati, Trustee for the Members of the Congregation of Our Lady of the Valley Parish, Hamilton County, Ohio, and his successors in office, the Archdiocese of Cincinnati, and the Parish shall be specified as additional insured parties in any such insurance policy, as their interest may appear, and Lessee shall provide Lessor with an ACORD certificate of insurance indicating such policy is in full force and effect and providing for 30 days written notice to Lessor prior to cancellation or material change in the policy. Such insurance coverage shall apply to Lessor and other insureds on a primary basis. Should Lessee fail to carry such insurance or to provide Lessor with the required certificate of insurance after notification from Lessor to do so, Lessor, as Lessee's

agent, shall have the right (but not the obligation) to obtain such insurance and Lessee shall pay the cost thereof to Lessor upon demand. Lessor shall not be limited in the proof of any damages that Lessor may claim against Lessee arising out of or by reason of Lessee's failure to provide and keep in force insurance policies as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Lessee that would have been payable upon such insurance, but shall also be entitled to recover as damages for such breach the uninsured amount of any liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims and judgments suffered or incurred by Lessor by reason of injury, claim of injury, or occurrence as aforesaid.

Lessee's obligations set forth in this Section 16 shall survive expiration or termination of the Lease.

#### 17. SURRENDER OF LEASED PREMISES:

Subject to Lessee's obligations pursuant to Subsection 15(e) of this Lease, at the expiration of the term of this Lease, or at any earlier termination of this Lease pursuant to any provisions hereof, Lessee shall surrender the Leased Premises broom clean, free of all debris, and in as good condition as they were at the beginning of this Lease or as improved during Lessee's occupancy, destruction by fire or other casualty for which Lessee is not liable, reasonable use, ordinary wear and tear and the effects of time excepted, failing which Lessor may restore the Leased Premises, equipment and fixtures to such condition and Lessee shall pay the cost thereof upon demand. All of Lessee's furniture, personal property, inventory and trade fixtures not removed from the Leased Premises on termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Lessee and forthwith become Lessor's property; provided, however, that Lessor may require Lessee to remove such furniture, personal property, inventory or trade fixtures or, as Lessee's agent, may have such items removed at Lessee's expense. Lessee's obligations set forth in this Section 17 shall survive expiration or termination of the Lease.

#### 18. HOLDING OVER:

Lessee acknowledges that possession of the Leased Premises must be surrendered to Lessor at the expiration or earlier termination of the term of this Lease. Nothing contained herein shall be deemed to permit Lessee to retain possession of the Leased Premises after the expiration or termination of the term of this Lease. If Lessee holds over in possession after the expiration or termination of the term of this Lease, such holding over shall not operate, except by express mutual written agreement between the parties, to extend or renew this Lease but, in the absence of such agreement, the tenancy thereafter shall continue as a tenancy at will, upon the terms and conditions of this Lease, except that the monthly installment of rent shall be increased to an amount equal to two times the monthly installment due and payable in the month immediately preceding the expiration or termination of the term of this Lease, and either party may thereafter terminate such possession at any time by giving the other party written notice of termination. In the event Lessee so holds over, Lessee shall also indemnify and hold Lessor harmless from loss or liability resulting from such failure to surrender possession of the Leased Premises at the expiration or earlier termination of the term, including any claims made by any succeeding tenant founded on such failure.

### 19. DEFAULT AND REMEDIES:

- The following events shall constitute events of default: (1) if any installment of (a) rent or any other sums required to be paid by Lessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for 10 days after it is due; or (2) if there is any default on the part of Lessee in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Lessee to be kept and performed, and said default shall continue for a period of 30 days after written notice thereof from Lessor to Lessee (unless such default cannot reasonably be cured within 30 days and Lessee shall have commenced to cure said default within said 30 days and shall continue diligently to pursue the curing of the same); or (3) if Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or if any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Leased Premises shall be appointed in any action, suit or proceeding by or against Lessee and such proceeding or action shall not have been dismissed within 30 days after such appointment; or (4) if the leasehold estate hereby created shall be taken on execution or by other process of law, except eminent domain; or (5) if Lessee shall vacate, abandon or fail to use the Leased Premises for a period in excess of 30 days for the use for which it was leased as stated in Section 4, then and in any of such cases regardless of any waiver or consent to any earlier event of default, Lessor, at its option, may exercise any and all remedies available to Lessor under law or equity, all of such rights and remedies to be cumulative and not exclusive, including without limitation the following:
- (1) Lessor may terminate this Lease on written notice to Lessee and this Lease shall terminate on the date specified therein and Lessee shall quit and surrender the Leased Premises by said date and remain liable as set forth below.
- (2) Lessor may enter upon the Leased Premises forthwith or at any subsequent time without notice or demand (which notice or demand is hereby expressly waived by Lessee) and thereby terminate the estate hereby created and expel Lessee and those claiming under it and remove their effects without being guilty of any manner of trespass and Lessee shall remain liable as set forth below, and Lessee further agrees that if Lessor shall cause Lessee's goods or effects to be removed from the Leased Premises pursuant to the terms hereof or of any court order, Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee.
- (3) In the event of termination under (1) or (2) above, Lessor, at its option, may (i) accelerate and declare the entire remaining unpaid rent and any and all other moneys payable under this Lease for the balance of the term hereof to be immediately due and payable, or (ii) Lessor shall be entitled, at its option, to obtain from Lessee, and Lessee shall pay to Lessor as current liquidated damages (y) the base rent and other amounts payable hereunder up to the time of termination and (z) thereafter until the expiration of the then current term hereof, whether or not the Leased Premises shall be relet and as and when due in accordance with the provisions hereof, the base rent and other sums payable hereunder as if this Lease had remained in effect less the net proceeds to Lessor of any reletting of the Leased Premises, after deducting all expenses in connection with such reletting, including without limitation, all costs, fees and expenses of repossession, brokers, advertising, attorneys, courts, repairing, cleaning, repainting, and remodeling the Leased Premises for reletting.

11357301.8 14

- (4) Without waiving its rights to terminate at any time under (1) and (2) above, Lessor may continue this Lease in effect for the remainder of the then current term or any extension and Lessee shall remain liable and obligated under all of the covenants and conditions hereof during said period and shall pay as and when due the base rent and other amounts payable hereunder as if Lessee had not defaulted hereunder. In such event Lessor may relet the Leased Premises for the account of Lessee crediting the rent received on such reletting to amounts owing by Lessee hereunder. Lessee hereby constitutes Lessor its attorney-in-fact to take any and all actions necessary or incidental to such reletting. Such continuance of this Lease shall not constitute any waiver or consent by Lessor of or to said default or any subsequent default.
- (b) In addition to the foregoing remedies and regardless of which remedies Lessor pursues, Lessee covenants that it will indemnify Lessor from and against any loss and damage directly or indirectly sustained by reason of any termination resulting from any event of default as provided above or the enforcement or declaration of any of the rights or remedies of Lessor or obligations of Lessee, whether arising under this Lease or granted, permitted or imposed by law or otherwise. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rent prior to or after reletting the Leased Premises, broker's commissions, advertising costs, reasonable costs of repairing, cleaning, repainting and remodeling the Leased Premises for reletting, moving, and storage charges incurred by Lessor in moving Lessee's property and effects and legal costs and reasonable attorneys' fees incurred by Lessor in any proceedings resulting from the Lessee's default, collecting any damages hereunder, obtaining possession of the Leased Premises by summary process or otherwise or reletting the Leased Premises, or the enforcement or declaration of any of the rights or remedies of Lessor or obligations of Lessee, whether arising under this Lease or granted, permitted or imposed by law or otherwise.
- (c) In the event that any court or governmental authority shall limit any amount which Lessor may be entitled to recover under this Lease, Lessor shall be entitled to recover the maximum amount permitted under law. Nothing in this Section or this Lease shall be deemed to limit Lessor's recovery from Lessee of the maximum amount permitted under law or of any other sums or damages which Lessor may be entitled to so recover in addition to the damages set forth herein.

#### 20. REMEDIES:

No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as the occasion may rise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

The rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach

of non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Lessor to declare the term hereby granted ended and to terminate this Lease as herein provided because of any default in or breach of any of the covenants, provisions or conditions of this Lease.

## 21. LAWS, ORDERS:

Lessee shall comply at its cost and expense with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction or recommendation of any public officer and officers, pursuant to law, or any reasonable request of any insurance company carrying any insurance on the Leased Premises, and any insurance inspection or rating bureau, which shall impose any duty upon Lessor or Lessee with respect to the Leased Premises, or the use or occupation thereof, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same, including but not limited to maintaining certifications for or related to the boiler, elevator, fire department and health department and promptly correcting any deficiencies noted during certification-related inspections. If, during the term of this Lease, any law, regulation or rule requires that an alteration, repair, addition or other change of a permanent nature, whether structural or otherwise, be made to the Leased Premises, such work is to be done at Lessee's expense. Lessor is a religious organization or entity controlled by a religious organization and is therefore exempt from the provisions of the Americans with Disabilities Act of 1990, as provided in Section 307 thereof. Therefore Lessee, at its sole cost and expense, shall at all times during the term of this Lease comply with the Americans With Disabilities Act of 1990, as it may be amended from time to time; provided however, Lessor shall not interfere with such compliance.

## 22. QUIET POSSESSION:

Lessor agrees with Lessee that Lessee, paying the rents and observing and keeping the covenants of this Lease on Lessee's part to be kept, shall lawfully, peaceably, and quietly hold, occupy and enjoy the Leased Premises during said term without any let, hindrance, ejectment, or molestation by Lessor or by any person or persons lawfully claiming under it.

## 23. ENTIRE AGREEMENT:

This Lease constitutes the entire agreement between the parties and supersedes any and all other agreements between them relating to the Leased Premises. Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

#### 24. WAIVER:

No provision of this Lease shall be altered, waived, amended or extended, except in writing signed by both parties. Lessor shall not be considered to have waived any of the rights, covenants or conditions unless evidenced by its written waiver; and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of rent, or a part thereof, shall not be construed to be a waiver of any breach or condition of this Lease.

#### 25. SUCCESSORS AND ASSIGNS:

Subject to Section 12 hereof, this Lease and all of its terms, covenants, and provisions shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

#### 26. NOTICE:

Any notice, demand or request required or permitted to be given under the provisions of this Lease shall be in writing, including by facsimile, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch) and shall be addressed to the following addresses, or to such other address as any party may request, in the case of Lessor, by notifying Lessee, and in the case of Lessee, by notifying Lessor:

To Lessor: Our Lady of the Valley Parish

c/o Archdiocese of Cincinnati

Attention: Director of Property Management

100 East Eighth Street Cincinnati, OH 45202 Fax: (513) 421-6225

And to: c/o Graydon Head & Ritchey LLP

Attention: Daniel E. Reitz, Esq. 312 Walnut Street, Suite 1800

Cincinnati, OH 45202 Fax: (513) 333-4328

And to: Our Lady of the Valley Parsih

Attention: Angie Touvelle

330 W. Vine Street Cincinnati, Ohio 45215

To Lessee: Cincinnati Classical Academy

c/o Board of Directors Attention: Jed A. Hartings

3836 Monet's Ln Cincinnati, OH 45241

And to: Dickinson Wright PLLC

Attn: Adam Schira, Esq. 150 E Gay St, 24<sup>th</sup> Fl Columbus, OH 43215 Fax: (844) 670-6009

#### 27. BROKERS:

Lessee represents and warrants to Lessor that Lessee has not employed the services of a real estate broker in connection with this transaction. Lessee agrees to indemnify and save and hold Lessor harmless from and against any claims by any other broker, finder, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this transaction. The provisions of this Section 27 shall survive termination of this Lease.

#### 28. GOVERNING LAWS:

This Lease shall be interpreted under the laws of the State of Ohio, and the parties hereby consent to service of process, personal jurisdiction and venue in the courts of general jurisdiction of Hamilton County, Ohio, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any liability under this Lease. Lessee hereby knowingly and voluntarily waives the right to a jury trial in any action, proceeding, or permissive counterclaim involving any matters whatsoever arising out of or in any way connected with the Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Leased Premises, or any claim for injury or damage.

#### 29. RELATIONSHIP OF PARTIES:

At all times during this Lease, the school operated by Lessee shall be a public school. Neither Lessee nor the school operated by Lessee are, or shall be construed to be affiliated with, supported by or under the control of Lessor, the Parish, or the Archdiocese of Cincinnati. Employees of Lessee and the school are not, and shall not be construed by any third party to be, employed by, or under the direction and control of Lessor, the Parish, or the Archdiocese of Cincinnati. Lessor and Lessee agree that the relationship between them is that of landlord and tenant. Nothing herein contained shall be considered as in any way constituting a partnership or joint venture between Lessor and Lessee, and the Lessee shall not in any way hold itself out to be an agent of or affiliated with Lessor in any way other than as its tenant, and Lessee shall have no power or authority to bind Lessor or to act on its behalf. Lessee shall not purchase any goods or property or incur any debt of any nature whatsoever on the credit of Lessor, the Parish, or the Archdiocese of Cincinnati. In soliciting contributions, whether monetary or otherwise, for its support, Lessee shall not in any manner use the name of Lessor, the Parish, or the Archdiocese of Cincinnati or imply any affiliation with Lessor, the Parish, or the Archdiocese of Cincinnati.

#### 30. EXCULPATION:

Lessee acknowledges and agrees that the liability of Lessor under this Lease shall be limited to Lessor's interest in the Leased Premises, and any judgments rendered against Lessor shall be satisfied solely out of the proceeds of sale of its interest in the Leased Premises which have been received by Lessor. No personal judgment shall lie against Lessor upon extinguishment of its rights in the Leased Premises and any judgments so rendered shall not give rise to any right of execution or levy against Lessor's other assets or the assets of the Archdiocese of Cincinnati, or any parish, school, or organization of the Archdiocese of Cincinnati. The provisions hereof shall inure to Lessor's successors and assigns.

#### 31. LESSEE'S ENVIRONMENTAL COVENANTS:

- Lessee covenants and agrees that during the term of this Lease, neither Lessee nor any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees shall cause any Hazardous Material to be brought upon, kept, or used in, on, or about the Leased Premises, or transported to or from the Leased Premises without the prior written consent of Lessor, at Lessor's sole discretion. Any request by Lessee for Lessor's consent shall also document and evidence to Lessor's satisfaction that the Hazardous Material: (1) is necessary or useful to Lessee's use of the Leased Premises; (2) would be used, kept, stored, and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such Hazardous Material (collectively "Hazardous Material Laws"); and (3) would not substantially increase the risk of fire or other casualty to the Leased Premises. Lessee covenants and agrees that to the extent Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees shall cause any Hazardous Material to be kept, used, or present in, on, or about the Leased Premises, Lessee shall ensure that such Hazardous Material is in full compliance with Hazardous Material Laws. If Lessee breaches any of its obligations contained in this Section, or if any act or omission of Lessee or any of its agents, employees, contractors, invitees, assignees, or sublessees causes any Hazardous Material to be discharged or released from, on, or in the Leased Premises or any adjoining property, then Lessee shall indemnify Lessor against and hold Lessor harmless from, any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, and expenses (including, without limitation, attorneys' fees, consultant fees, and expert fees) arising during or after the term of this Lease as a result of that breach or that discharge or release. This indemnification includes, without limitation, costs incurred in connection with the investigation of site conditions or any cleanup, repair, removal, or detoxification work required by any federal, state, or local governmental agency or political subdivision. Without limiting the foregoing, if the presence of any Hazardous Material from, on or in the Leased Premises caused by Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees results in any discharge or release of Hazardous Material from, in, or on the Leased Premises or any portion of Leased Premises, Lessee shall promptly take all actions, at its sole expense, as necessary or appropriate to return the Leased Premises to the condition existing before that discharge or release; provided, however, Lessee shall first obtain Lessor's prior approval, including, without limitation, approval of any contractors Lessee proposes to hire to perform the remedial work.
- (b) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Ohio, or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321; (ii) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) and any other applicable state or local law or regulation; (iii) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq; (iv) crude oil, petroleum and fractions or distillates thereof; or (v) any infectious waste or medical waste as defined by any applicable federal or state laws or regulations.

(c) Throughout the duration of the term of this Lease, Lessee shall supply (promptly upon receipt thereof) to Lessor a copy of any notice, order, directive, claim or other documentation delivered to, served upon or received by Lessee or its agents from any governmental authority, entity or third party regarding any violation or potential violation of local, state or federal environmental laws or regulations affecting the Leased Premises or Lessee's operations thereon.

## 32. SUBORDINATION AND ESTOPPEL:

- This Lease is and shall automatically be subject and Subordination. subordinate to any and all mortgages and other security instruments now existing, or which may hereafter be made by Lessor, its successors or assigns covering the Leased Premises, and for the full amount of all advances made or to be made thereunder (without regard to the time or character of such advances), together with interest thereon, and subject to all the terms and provisions thereof and to any renewals, extensions, modifications and consolidations thereof; and Lessee covenants to promptly make, execute, acknowledge and deliver within ten (10) days after written request by Lessor or its lender(s) any and all documents requested by Lessor or its lender(s) which are or may be necessary or desirable for more fully and certainly assuring the subordination of this Lease to any such mortgages or other security instruments; provided, however, that any person or persons purchasing or otherwise acquiring any interest at any sale and/or other proceedings under such mortgages or other security instruments may elect to continue this Lease in full force and effect in the same manner, and with like effect as if such person or persons had been named as Lessor herein, and in the event of such election, this Lease shall continue in full force and effect as aforesaid, and Lessee hereby attorns and agrees to attorn to such person or persons.
- (b) Estoppel. Within ten (10) days after being requested to do so by Lessor, Lessee shall execute, acknowledge and deliver to Lessor (or, at Lessor's request, to any existing or prospective purchaser, transferee, assignee or mortgagee of any or all of the Leased Premises or any interest therein or any of Lessor's rights under this Lease), a written certification with regard to the Lease in such form as Lessor and/or any other party to whom such certificate is being delivered, may request, including, without limitation (i) indicating that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification, identifying such modification and attaching copies thereof); (ii) identifying the dates to which the rent and other charges arising hereunder have been paid; (iii) indicating the amount of any prepaid rent or any credit due to Lessee hereunder; (iv) stating that Lessee has accepted possession of the Leased Premises and the date on which the term commenced; and (v) stating as to whether Lessor or Lessee is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default).

## 33. MISCELLANEOUS:

(a) <u>Delays and Inability to Perform</u>. In the event that Lessor shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of Lessor, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be

extended for a period equivalent to the period of such delay. If such delay prevents the Lessee from taking possession of the Leases Premises, rent shall be abated for the affected time period.

- (b) <u>Recording</u>. This Lease shall not be recorded in the Hamilton County Land Records. Provided however, Lessee may record a memorandum of lease in a form acceptable to Lessor.
- (c) <u>Corporate Execution</u>. The person executing this Lease on behalf of Lessee hereby covenants and warrants relative to Lessee that: Lessee is a duly constituted non-profit corporation in good standing under the laws of the State of Ohio; all franchise taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and such person is duly authorized by the governing body of such non-profit corporation to execute and deliver this Lease on behalf of the non-profit corporation.
- (d) <u>Counterparts</u>. This Lease may be executed in several counterparts, including faxed counterparts, each of which shall be deemed an original.
- (e) <u>Legal Expenses</u>. If Lessee defaults in its obligation under this Lease, Lessee agrees to pay on demand Lessor's expenses, including but not limited to attorneys' fees, expenses and administrative hearing and costs, incurred either directly or indirectly in enforcing such obligations.
- (f) <u>Headings</u>. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be construed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.
- (g) <u>Survival of Obligations</u>. All obligations of Lessee hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof.
- (h) <u>Independent Covenants</u>. Except as provided elsewhere herein, Lessee's covenants to pay rent and other sums due hereunder are independent of Lessor's covenants hereunder and Lessee shall have no right to withhold or set off any such payments on account of any alleged failure by Lessor to perform or comply with any of Lessor's covenants.
- (i) <u>"Lessor" means Owner.</u> Anything in this Lease to the contrary notwithstanding, the term "Lessor" shall be limited to mean and include only the then owner of the Leased Premises, or tenant under any underlying or ground lease of the Leased Premises, and not any predecessor owner or tenant.
- (j) <u>Lien</u>. Lessee hereby assigns, pledges, transfers and grants to Lessor a security interest in all of Lessee's goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment and other personal property of Lessee now or in the future situated on or in the Leased Premises, and this Lease shall constitute a security agreement under the Uniform Commercial Code as adopted by the State of Ohio. None of the goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment or other personal property of Lessee situated on or in the Leased Premises (now or in the future) shall be removed from the Leased Premises without the prior written consent of Lessor unless all rent, and all other charges and sums then due to Lessor shall have been paid and discharged in full, and no default by Lessee has occurred. Upon the occurrence of an event of default

by Lessee under this Lease, Lessor shall have the option, in addition to any other remedies provided at law, in equity or under this Lease to enter into the Leased Premises with or without the permission of Lessee and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment and other personal property of Lessee situated on or in the Leased Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law. Lessee hereby acknowledges and agrees that Lessor shall have the right to, from time to time, file with the Ohio Secretary of State and other applicable governmental entities UCC Financing Statements evidencing the foregoing lien in favor of Lessor.

- (k) <u>Lease Effective on Execution</u>. Submission of this instrument for examination or signature by Lessee does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and deliver by both Lessor and Lessee.
  - (l) <u>Time of the Essence</u>. Time is of the essence in this Lease.

#### 34. SECURITY DEPOSIT:

Lessor acknowledges that Lessee has paid a security deposit in the amount of Ten Thousand Dollars (\$10,000.00), as security for the performance of Lessee's obligations hereunder, including the payment of all rent. In the event of a default by Lessee, Lessor at its option may apply such part of the Security Deposit as may be necessary to cure the default, and if Lessor does so, Lessee shall, within five (5) days after receipt of demand therefore, redeposit with Lessor an amount equal to that so applied so that Lessor will have the full Security Deposit on hand at all times during the term of this Lease. The security deposit shall be non-refundable, but provided Lessee is not in default hereunder, the balance of the security deposit shall be applied to the final rent payment due hereunder. In the event of a sale or leasing of the land and building of which the Leased Premises form a part, Lessor shall have the right to transfer the Security Deposit to the vendee or lessee and Lessor shall thereupon be released by Lessee from all liability for the return of the Security Deposit; and Lessee agrees to look solely to the new landlord for the return of the Security Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

11357301.8 22

# **EXECUTED** on the day and year provided below.

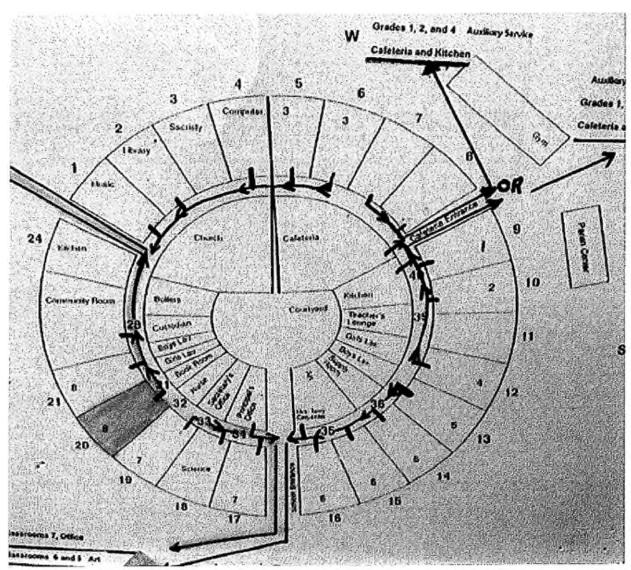
LESSEE:	LESSOR:
Cincinnati Classical Academy, an Ohio non-profit corporation	
By: \( \frac{\fin}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}}}}{\fracc}{\frac{\frac{\fracc}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{	Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of Our Lady of the Valley Parish, Hamilton
Date: December 23, 2021	County, Ohio Date:
STATE OF OHIO )	
COUNTY OF HAMILTON )	
This is an acknowledgement clause. No oath The foregoing instrument was acknowledged before by Dennis M. Schnurr, unmarried, Archbishop of Congregation of Our Lady of the Valley Parish, Ha	f Cincinnati, Trustee for the Members of the
	Notary Public
STATE OF OHIO )	My commission expires:
COUNTY OF [JAMILTOW)	
	n or affirmation was administered to the signer. e me this 23 day of 0 e , 2021, of Cincinnati Classical Academy, an Ohio non-
Hambarsoon Gha Notary Public, State My Commission Ey February-11-20	Notary Public My commission expires: FB3 11th 2026  ribian of Ohio spires: 26

ed below.

LESSOR:

Date: December 23, 2021	Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of Our Lady of the Valley Parish, Hamilton County, Ohio Date:/2 / 2 • Z /
STATE OF OHIO ) COUNTY OF HAMILTON )	
This is an acknowledgement clause. No oath The foregoing instrument was acknowledged before by Donnie M. Schnurr, unmarried, Archbishop of Contral of Cont	Cincinnati, Trustee for the Members of the
LINDA J. HEIDI Notary Public, State of Ohio My Commission Expires 03-18-2024	Notary Public My commission expires: March 18, 2024
This is an acknowledgement clause. No oat the foregoing instrument was acknowledged before by TEDA HARTINGS, the Board President profit corporation, on behalf of the corporation.	h or affirmation was administered to the signer. e me this 23 chday of DEC, 2021, of Cincinnati Classical Academy, an Ohio non-
Hambarsoon Gha Notary Public, State My Commission E February-11-20	of Ohio

## EXHIBIT A



#### **EXHIBIT B**

Agreed upon repairs and work to be completed by Lessor prior to April 1, 2022 include:

#### SCHOOL

Put lock on area with high voltage sign.

Install weatherproof cover for exterior outlets.

Install GCFI for all exterior, garage, and bathroom and kitchen receptacles, including near water fountain.

Repair or replace GCFI on side of gym.

Outlets in room 9 are inoperative/no power.

Repair or replace light switch in secretary office (not working properly).

Replace faucet in art room 35.

Install missing window screens in bathrooms.

Repair window in room 18 (shot by BB gun).

Install protection for gas valve on exterior.

Lock and secure transformer area.

Repair or replace two sinks loose in boys' bathroom near front of school.

#### **GYM**

Take necessary steps to ensure fire system in kitchen is compliant (inspection sticker says noncompliant).

Repair or replace GCFI in bathroom and on exterior by electric meter.

Inspect water heater and replace if recommended.

Fix leaking faucet at stem in girls' bathroom.

#### PARISH OFFICE

Install GCFI on exterior outlets.

Complete HVAC and water heater service.

11357301.8 25



## 6.3a Mission, Vision, Philosophy

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

Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, concise, and compelling mission statement that
		describes its specific intent/purpose.

The mission of Cincinnati Classical Academy (CCA) is to develop the minds and nourish the hearts of our students through a content-rich curriculum in the classical liberal arts and sciences, with instruction in moral character and civic virtue.

CCA will use a classical education model to develop within its students the intellectual skills and character upon which responsible, independent, and flourishing lives are built, in the firm belief that such lives are the basis of a free and just society. The classical content of the curriculum refers to those traditional works of literature, history, and philosophy that embody perennial truths of human existence and remain compelling today because they present these truths in memorable, or beautiful, ways.

The curriculum will encompass the language arts (grammar, logic, rhetoric), literature and poetics, Latin and other languages, history, mathematics, the natural sciences, the fine arts, and political and moral philosophy, with emphasis on content and works inherited from the Western and American traditions. Both the classical curriculum and school culture will aim to develop virtuous character and instill appreciation of the good, the true, and the beautiful as foundations for personal self-government, responsible citizenship, and the conduct of meaningful lives.

Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, concise, and compelling vision statement	
		that describes the anticipated operation, function and success of the school over time.	

The vision of Cincinnati Classical Academy (CCA) is to develop a citizenry with strong language and analytic skills, an understanding of the natural world and our nation's roots, and appreciation of the good, the true, and the beautiful, as developed through our Western civilization history.

## 2022-2023 St. Aloysius Sponsorship Education Plan - Charter Attachment



CCA intends to serve all communities encompassing diverse educational, cultural and socio-economic backgrounds, to prepare youth for success in subsequent education. The school will initially serve grades K-6, with addition of additional grades in subsequent years, to ensure that students have a base in the classical education model and are adequately prepared to engage the challenging content of advanced grade levels. We envision that graduates of the CCA classical curriculum will be prepared for success in further education, and ultimately, for meaningful lives in the occupations and pursuits of their choosing as contributing members of a free and democratic society.

Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?)	
		State the school's clear, concise, and compelling philosophy that describes the values and beliefs by which the school will operate.	

In the primary sources of the Western canon, men and women are aptly described as rational and moral beings. From rationality and morality, a third faculty can be extrapolated: man is social or political. Excellence in these three faculties—knowledge of the world, moral self-government, and civic virtue—provides the three legs of the stool upon which civilization and civilized man rests. The purpose of classical education is to lead students to excellence in these faculties, and a classical school serves as a bulwark to our civilized and free society.

The aim of classical education is high, but not unreasonable. Its primary function is the dissemination of knowledge; self-government and civic virtue are essential complements to this function, but only occasionally as explicit parts of the curriculum. The dissemination of knowledge is purposeful and begins at an early age in the classical model, as students cannot "imagine" or "think critically" unless their minds are furnished with something to think about. The classical educational model upheld by Cincinnati Classical Academy (CCA) is thus based on the following foundations and philosophies:

- 1. The centrality of the Western tradition, to include a rich and recurring examination of the American literary, moral, philosophical, political, and historical traditions;
- 2. The acknowledgment of objective standards of correctness, logic, beauty, weightiness, and truth intrinsic to the liberal arts;
- 3. The centrality of story-telling to the totality of education, and in particular to early childhood education. This includes fiction, poetry, and mythology, as well as historical narrative;

## 2022-2023 St. Aloysius Sponsorship Education Plan - Charter Attachment



- 4. The teaching of dialectic (the art of investigating or discussing the truth of viewpoints) and use of Socratic dialogue;
- 5. The use of primary source texts in the humanities when possible, as favored over modern commentaries, interpretations, or summaries;
- 6. The logical ordering of linguistic studies through the trivial arts of grammar, logic, and rhetoric. Following explicit phonics instruction, grammar is taught as the ordinary use of language, and then logic as the proper use of definition, reason, and argumentation. Thenceforth rhetoric, or the extraordinary and persuasive use of language;
- 7. The study of Latin, to enhance understanding of word roots, language structure, and grammar;
- 8. The framing of numerical studies in relation to the quadrivial arts: arithmetic, the art of pure number; geometry, the art of number in space; music, the art of number in time; and astronomy, the art of number in space and time. These subjects a provide a basis for pursuit of the derivative arts of algebra, trigonometry, and calculus, which further reveal the quantities, harmonies, and logic of the natural world;
- 9. A careful and comprehensive study of the natural sciences, which build upon and enhance the study of number so as to reveal the intelligible ordering, composition, and wonder of the natural world. These sciences include physics, chemistry, biology, and geology;
- 10. Study of the moral sciences which explore the nature of human being and human communities. These include economics, civics, and political and moral philosophy;
- 11. A pronounced attention to pleasurable or "fine" arts (music, acting, dancing, painting, etc.), as well as gymnastic and athletic endeavors, that the body might be rightly ordered and cultivated in parallel with the intellect;
- 12. A school culture, to include extracurricular activities, that demands moral virtue, decorum, respect, discipline, and studiousness among the students and faculty;
- 13. A faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods rather than so-called "student-centered learning" methods. Implicit is the effective use of technology without diminishing the faculty leadership that is crucial to academic achievement;
- 14. The inculcation of seven cardinal virtues at all levels of character education:



prudence, justice, courage, humility, gratitude, perseverance, and compassion

### 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 specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning.
		If the school will use Ohio's Learning Standards in all core and non-core content areas, please check the box.

Cincinnati Classical Academy (CCA) has used the Ohio Learning Standards to align all core and non-core content areas of the Hillsdale College K-12 model curriculum. Core content areas consist of Reading and Writing, History/Geography, Science, and Math. Non-core content areas include Physical Education, Visual Arts, Music, and Foreign Language. CCA's curriculum has been fully aligned with Ohio Learning Standards as found at <a href="http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards">http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards</a>. The following is a list of core content areas and relevant link to the standards. CCA will also provide a curriculum that follows the Ohio Learning Standards for Social Emotional Learning. The link to the standards is listed below.

## Foundational Knowledge & Skills

CCA through the Hillsdale College K-12 classical education program will provide literacy, numeracy, and technology.

#### **Well Rounded Content**

CCA will teach social studies, sciences, languages, arts, music, and physical education. Ohio Learning Standards links are as follows:

## 2022-2023 St. Aloysius Sponsorship Education Plan - Charter Attachment



Explicit Phonics, Grammar, Reading, Writing, and Literature - <a href="http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Art/English-Language-Art-Standards">http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Art/English-Language-Art-Standards</a>

Math - http://education.ohio.gov/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics

Science - http://education.ohio.gov/Topics/Learning-in-Ohio/Science

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

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

Visual Art - <a href="http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Visual-Art-Standards-Final-2.pdf">http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Visual-Art-Standards-Final-2.pdf</a>. 2.pdf</a>. 2.pdf</a>. 3.pdf</a>. 3.pdf

Music - <a href="http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Music-Standards-Final-2.pdf.aspx?lang=en-US">http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Music-Standards-Final-2.pdf.aspx?lang=en-US</a>

Foreign Language (Spanish and Latin) - <a href="http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Foreign-Language/FINAL\_Prek-12\_Standards\_with\_links\_may9\_2014.pdf.aspx">http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Foreign-Language/FINAL\_Prek-12\_Standards\_with\_links\_may9\_2014.pdf.aspx</a>

## Leadership & Reasoning

Concepts of problem-solving, design thinking, creativity, and information analytics are embedded in all courses that include languages, math, science, history, physical education, visual art, music, foreign language, and social-emotional learning.

## **Social Emotional Learning**

Social-Emotional Learning (SEL\_ http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Social-and-Emotional-Learning/Social-and-Emotional-Learning-Standards/K-12-SEL-Standards-Full-Final.pdf.aspx?lang=en-US)

The Hillsdale College K-12 classical education model does not contract out or use an external program to provide for social and emotional learning (SEL), because SEL is embedded in all aspects of the BCSI classical education model. Each BCSI school establishes its own mission, vision and philosophy, and the school focus on virtues provides for SEL for all students in all buildings. This may not be apparent to those that are not familiar with the Hillsdale classical



education model, and therefore, we can share a virtue crosswalk with trauma-informed concepts to provide for a detailed correlation of how the classical model addresses SEL in everyday instruction.

The Hillsdale College K-12 program guide aligned to Ohio Learning Standards, and is included as **Attachment A – Curriculum Model**, **Hillsdale K-12 Program Guide**, together with the full alignment as **Attachment B – Curriculum Alignments**. The initial alignment is complete. The alignment was matched to each and every Ohio Learning Standard for math, ELA, Science, Music, Latin, and Physical Education. Supplemental curriculum tools may be used as beneficial to ensure the standards are fully met in areas as may be needed. CCA has also aligned the curriculum chosen to the Ohio Learning Standards for SEL and addresses those standards through its intense and daily teaching of virtues.

6.3b	2) Does the school plan to use the Ohio Model Curriculum?
	☐Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.
	X No, the school will utilize the curriculum model described below.
	If "no" is marked, provide evidence of the school's written curriculum including standards, assessments,
	differentiation strategies, etc. as an attachment (Attachment A - Curriculum Model). Describe the research
	supporting the model.
	6.3b

Forming the foundation for Cincinnati Classical Academy's (CCA) curriculum is the collaboration between the school and Hillsdale College. Hillsdale's K-12 Education Office (Hillsdale) works as a curricular advisor to 20 existing charter schools (as of February 2022) and has a complete set of curricular and resource recommendations from kindergarten through 12th grade. CCA will implement the Hillsdale College K-12 Program Guide as used by all Hillsdale member schools. The Hillsdale curriculum, published as The K-12 Program Guide: An American Classical Education, was developed from several strong and proven academic programs, including the Core Knowledge Sequence as the original basis of the curriculum model, supplemented by Singapore Math, and Literacy Essentials, and includes significant modification and continuous improvement from the experience of Hillsdale staff, faculty, and teacher leaders from across its network of schools. This curriculum provides its affiliated schools a grade-by-grade sequence of specific topics to be taught in grades K-12 and is the basic curricular framework for history, geography, literature, visual arts, music, and science at CCA. With cultural literacy as the



guiding principle, the K-12 Program Guide will lead students through a comprehensive and grade-appropriate view of science, literature, art, music, and history. Topics that are especially important for cultural literacy will be repeated in a spiraling fashion—so that younger students build a firm but broad foundation in these topics while older students are able to achieve depth. The Hillsdale College K-12 Program Guide provides a necessary order across grades and between school levels (elementary, middle, high) such that teachers can base their lessons on what students have and will learn. Additionally, parents can anticipate, and be fully aware of, what their students will learn in each grade. The Program Guide provides additional recommendations for resources so teachers are supported, but also encouraged to reach beyond the immediate resources and take ownership of their own lessons. Hillsdale member schools have found this approach valuable in striking a balance between teacher support and teacher freedom.

#### Academic Learning Structure: Elementary Grades (K-7)

In the earliest grades, CCA's curriculum focuses the majority of the day on teaching literacy and numeracy. Both subjects are foundational to a student's education, so the resources and methods employed in each case must be consistent and exemplary. Consequently, CCA will use Literacy Essentials to teach literacy and related skills, and the Singapore Math program to teach numeracy. Integral to the mastery of foundational content and skills is a school schedule that allows ample time (120 minutes for literacy and 80 minutes for math each day) and the opportunity for flexible ability-based grouping to take place. It is in these critical groups that teachers will be able to address the specific needs of each cluster – moving highly capable students at a quicker pace or augmenting with more sophisticated applications, while taking time with on-track students to present appropriate direct instruction, and likewise, offering the re-teaching and extra practice needed by those students who are below proficiency level. As students mature in their facility with language, the curriculum directs their time and intellectual energy into more content-based (as opposed to skill-based) aspects of the curriculum. The basis of these subjects from kindergarten through eighth grade is the K-12 Program Guide, made available through Hillsdale College.

### Literacy

<u>Literacy Essentials</u> (for teaching "explicit" phonics, reading, and language arts). Literacy Essentials Is an "Orton-based" program. It contains the elements common to programs from this heritage. Instruction is multi-sensory, explicit, and direct. Teachers will instruct using question and answer analysis and graphic organization of the content. The curriculum covers the areas of phonemic awareness, the alphabetic code which includes 72 common English spelling patterns or phonograms (first Basic Code then advanced code), orthography, vocabulary, writing and grammar, reading from accuracy to automaticity, and reading comprehension. Additionally, the program provides instruction in both manuscript and cursive handwriting. As students grasp the basics of English literacy, the program lays a foundation in basic grammar and composition. ("Literacy Essentials." 2020. https://journeytoliteracy. com/)



The central position of language in the curriculum continues throughout the elementary and middle school grades, using the "Well Ordered Language" series for grammar instruction. In Grades 4 and 5, students will learn Latin and Greek roots of English words. In 6th grade, students begin learning formal Latin and will continue with Latin through ninth grade. Latin is introduced and taught alongside English so that students learn the structural underpinnings of their own language, expand their vocabulary, and improve their reading comprehension.

#### Numeracy

The Singapore Math program provides students with a strong conceptual foundation in basic mathematics. From the earliest grades, this program emphasizes concepts, mental math, and number sense while employing physical and graphical illustrations of underlying mathematical rules and phenomena. The program presents mathematical skill-building and problem-solving such that students have a better understanding of not just when to use a particular equation—but why. Moving students on to higher levels of skills before they're ready is not an option, so the program will be employed at each student's ability level. Ability-level groups will be determined at the beginning of the school's first year, and adjustments will be made on an asneeded basis in order to best equip each student with the language of numeracy. The common math scheduling block in grades K-6 will help to facilitate an arrangement in which all students are able to be placed into a classroom consistent with their ability, their growth, and the school's expectations for grade-level performance. We want to ensure that students master the content—which is necessary for true growth—while also ensuring that students who are behind are brought up to grade-level performance.

### **Core Content Knowledge**

<u>The Core Knowledge Sequence</u> is based upon E.D. Hirsch's concept of cultural literacy, which makes it the ideal curriculum for a classical school. This sequence was developed to provide comprehensive order to K-8 education, with the intention of training students in the arts, literature, science, history, math, and language that form their cultural and intellectual inheritance. First published in 1988, it has been successfully employed and tested in hundreds of schools throughout the United States.

# **Latin and other Foreign Language**

The central position of language in the curriculum continues throughout the elementary and middle school grades. In grades 4 and 5, students will learn Latin and Greek roots of English words. In 6th grade, students begin learning formal Latin and will continue with Latin through 9th grade. Latin is introduced and taught alongside English so that students learn the structural underpinnings of their own language, expand their vocabulary, and improve their reading comprehension.



#### Science

Although the classical school may appear to emphasize the humanities, the sciences are no less critical than the humanistic disciplines and will be an integral component of the education model. The Core Knowledge science program focuses on thematically linked science topics and biographies of great scientists. The order of the Core Knowledge program allows for regular repetition of the most important topics, such that students are well-versed in the fundamentals by the time they reach high school. The science program is supported by Pearson's Science Explorer series, complete with integrated lab manuals and demonstrations and Delta Science Content Readers.

#### Arts

Fine Arts - Students at the School will also receive instruction in the fine arts. Studying music and the visual arts will inculcate a love of the beautiful and equip students with important core knowledge about their culture. In keeping with a classical education, The School will teach music and art through an intensive study of technique and the works of the masters – Bach, Mozart, Beethoven, Raphael, Michelangelo, and Monet among others.

**Visual Arts** - Students will learn about the elements of art, sculpture, portraits, still life, landscapes, photography, architecture, expression, and abstraction. Equally crucial to the acquisition of knowledge about art, will be balancing art history with analysis and practice of art. Every student will receive instruction in drawing, painting, and sculpture.

**Music** - In music education, students will be exposed to a wide array of music from jazz to orchestral music as well as vocal music that includes songs from the Baroque, Classical, and Romantic periods. They will learn about composers and their music, the elements of music, and vocal ranges and instruments. All students will learn to sing in harmony and read music.

#### **Civic Education**

Civic education—teaching concerning the political order and the individual's rights and responsibilities in that order—begins in the elementary school, as outlined in the Core Knowledge Sequence. Students will learn through American history the basic facts that led to the creation of the American republic and about subsequent efforts to maintain liberty and justice under the rule of law.

### **Character Development**

Too often, expectations of students with respect to their behavior are considered distinct from a school's curriculum. The School will inculcate good character in its students by maintaining order and decorum in the classrooms, holding students accountable for their assignments and personal conduct,



and explicitly teaching them the fundamentals of good character. The school will adopt a set of core virtues that will build students' moral vocabulary and point them to the character traits necessary to live a good and happy life. This process will be implemented by introducing and promoting the School's seven core virtues: prudence, justice, courage, gratitude, perseverance, humility, and compassion. The School will explain the virtues to students in detail and will base citizenship marks, its discipline policy, and the decorum of the school on the practice of those virtues. In addition to cultivating a moral culture that will pervade the classrooms and the halls and thereby create an environment of "positive peer pressure," the school will teach character through the curriculum.

#### **Physical Education**

The School will adopt the Ohio learning standards as the curriculum for physical education in the school and will comply with all standards as indicated by the National Standards for K-12 Physical Education by SHAPE America and ODE standards and benchmarks. The goal of physical education is to develop physically literate individuals who have the knowledge, skills, and confidence to enjoy a lifetime of healthful physical activity.

To pursue a lifetime of healthful physical activity, a physically literate individual:

- Has learned the skills necessary to participate in a variety of physical activities;
- Knows the implications and the benefits of involvement in various types of physical activities;
- Participates regularly in physical activity;
- Is physically fit;
- Values physical activity and its contributions to a healthful lifestyle.

#### **Health Education**

Cincinnati Classical Academy's Science curriculum covers these health standards and where a standard is missed, CCA will follow the Ohio requirements and guidelines for Health Education

### Leadership & Reasoning

Concepts of problem-solving, design thinking, creativity, and information analytics are embedded in the teaching of language, literacy, cultural literacy, character development, civic education, math, science, history, physical education, arts, music, foreign language, and social-emotional learning.

### **Social Emotional Learning**

The Ohio Department of Education defines social-emotional learning as "the process through which children and adults acquire and effectively apply the knowledge, attitudes and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships and make responsible decisions." (https://education.ohio.gov/Topics/Learning-in-Ohio/Social-and-Emotional-Learning) The



School will use the Ohio Learning Standards for social-emotional learning including the following five domains: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision-Making. The curriculum used and specific teaching strategies and methods are aligned to these Ohio Learning Standards. Specifically, by adhering to the school philosophy, inclusion of the school values and through the use of inquiry and socratic methods, these standards will be included on a daily basis. In order to monitor and document the effectiveness of including these standards, the school will track the number and type of behavioral data. Additionally, formal and informal surveys of students, staff, parents and community members will be used to address the domains identified by Ohio as being indicative of social-emotional growth and well-being.

Curriculum - Pacing Guides	6.3b	3) Provide a detailed description of the development process for pacing guides used in your school that
		includes the deconstruction of standards.

Cincinnati Classical Academy (CCA) is licensed to use the Hillsdale College K-12 Program Guide as used by all Hillsdale-affiliated schools. The Hillsdale K-12 Education Office (Hillsdale) will work in consultation with CCA, as they do with all Hillsdale-affiliated schools to implement the classical education model well and in accordance with Ohio state learning standards. As part of Hillsdale's affiliated support provided to CCA, Hillsdale, along with Adkins and Company, a consulting company, has developed all initial K through 8 curriculum maps and alignment of the curriculum with Ohio Learning Standards to ensure the school is prepared year one. This level of ongoing evaluation of curriculum maps and pacing guides will be completed annually by the School Accountability Committee (SAC) to ensure the school's curriculum is meeting the standards as required in Ohio. The SAC will consist of the Headmaster, Vice Headmaster, Dean of Students, Resource Teachers, Intervention Specialists, and Teacher-Based Teams. Teachers are continuously involved in the development of curriculum maps and pacing guides.

### **Curriculum Maps**

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. The major difference between curriculum maps and pacing guides is that curriculum maps are for implemented instruction -- of what will be taught during the current school year. Pacing guides, on the other hand, project what pace (how long on a concept) and when and how instruction will be adjusted.

The curriculum map provided is the scope and sequence. When teachers are hired, they will work with Hillsdale to develop initial pacing guides. **Teachers** are involved in the process and are led by the building leadership to develop the pacing guides. The Curriculum Map is implemented in July during teacher



training. The teacher-based teams are based upon grade levels. The building level team monitors the development and implementation of the pacing guides.

#### **Curriculum Maps/Pacing Guides Development Process**

The curriculum mapping development process systematically organizes what will be taught, who will be taught, and how it will be taught. Each component affects and interacts with other components. For example, what will be taught is affected by who is being taught (e.g., their stage of development in age, maturity, and education). The Core Knowledge framework is flexible and allows educators within the classroom to respond to student needs.

The curriculum mapping ensures students are provided curriculum and instruction that is individualized to their specific needs. Students, whether above or below grade level, will work with material at their individual level. Teachers will use instructional strategies such as The Socratic Method, Ability Groups, and Explicit and Systematic Phonics Instruction to ensure all students are engaged regardless of their instructional level. The school will employ Intervention Specialists and contract Speech Therapists, or other services as needed. These support personnel will make modifications to curriculum or provide support as necessary to ensure the school's curriculum and framework is accessible to all students. These modifications can include re-teaching and re-reading elements or focusing on select aspects of the text for phonics and fluency focus. Through the curriculum mapping process, the school will address specific subsets of needs and align Core Knowledge, Literacy Essentials, Singapore Math and supplemental resources to ensure teacher success. Through the curriculum mapping process, the SAC will create pacing guides for all grade levels.

### **Pacing Guides**

A pacing guide is the itinerary for teaching. With a teacher-based team, a teacher decides what he/she is going to teach and when it is going to be taught. While the lessons and teaching style can be different, the standards, assessments and basic content are taught together. Using this process, the SAC can examine data and make decisions to increase student learning.

The pacing guide details when particular content standards should be taught and/or assessed. While still offering teachers flexibility on how to teach, its integration with common assessments is crucial to judging student progress so that the school knows the content has been covered or not covered and can assess why students did well or performed poorly on a particular assessment. Examining the pacing guides within the data analysis meetings allows SAC to understand if an element was taught; allowing the team to identify intervention plans and strategies for those not meeting the standard versus the areas that have not been taught.

In contrast to curriculum maps, pacing guides are timelines for teachers that show what each teacher, at each grade level, should plan to cover over the course of a year. Each subject area follows a logical sequence within a grade level and between grade levels. Like the curriculum maps, pacing guides are



also reviewed and discussed with every teacher at data analysis meetings twice a year to ensure the pacing is correct and accurate. The pacing guide used by the school is separated into multi-tiered levels that will allow clear and focused differentiation for all students in the school. Each tier of the pacing guide is accompanied by resources that can be used to enhance the teaching of that particular subject. The pacing guides are tiered due to the varying ranges of academic proficiency within grade levels of students over the course of the year. The reviews also determine if the additional time should be given or if an item should be moved up or warrant additional time and depth for students. Resources are built into the maps to direct teachers to items that reflect best practice for the learning that is to take place. Supplemental resources are constantly added and developed by the SAC. All pacing guides can be found in the comprehensive program guide located on page 55; Attachment A – Curriculum Model, Hillsdale College K-12 Program Guide.

#### **Supplemental Resources**

The teacher-based teams per grade level will use the Ohio Department of Education (ODE) website and their supplemental resource and reference ideas to assure that the curriculum is aligned to OLS. Instructional strategies and resources are on the ODE website and listed under the standards. The TBTs will use these types of resources for instruction. To assure any gaps are addressed, the school will go to the ODE website and research a standard to use recommended instructional materials. When the standards change or are revised, the subject teacher-based teams will check curriculum alignment every year. Standards are deconstructed to assure the supplemental resources are OLS aligned per the process below.

# **Deconstructing Standards**

Standards are deconstructed during the area collaboration meetings. Content area collaboration teams are organized by the Headmaster. These collaboration meetings were developed in order to improve and focus teaching and learning to a standards based model. All subject area teachers participate in these quarterly meetings. Prior to each meeting, courses are chosen for dissection. Each teacher prepares course dissection information for specific areas within each of the courses. Each teacher is tasked to assess the alignment of the resources with the OLS. Teachers also analyze rigor within the course and are tasked to develop additional standards based activities for areas within the curriculum that lack depth of standard alignment. All teachers are also tasked with researching and providing resource ideas to accommodate students with diverse learning styles.

During content collaboration meetings, all subject area teachers provide dissection worksheets to the Headmaster and SAC. As a subject specific team (building level leaders, teachers), the school reviews all teacher course dissection information, suggestions, and additional resources to come to a collective agreement on curricular areas that have gaps in standards alignment. Each teacher developed resource is discussed and voted on by all content specific teachers and the SAC to determine specific additional resources to be embedded universally within the instructional practices. Resources are approved by the Board.



The specific resource that has been developed to house all changes, additions, and resources is called the "course syllabi". Each subject area has shared course syllabi that provide a framework for instruction for each subject available to teachers. The course syllabi include additional resources proven effective for special education modification suggestions, differentiated learning, and pacing guides for student course completion. As each subject-specific collaborative group dissects courses, all agreed upon amendments are embedded into the course syllabi for all teachers use.

Additionally, to supplement the written curriculum and pacing of instruction that is determined by CCA, as noted above, the school will deconstruct the OLS to assure alignment that determines what students need to be successful on state assessments. To assure that teachers have deconstructed the OLS, developed the appropriate pacing guides, and are assessing performance based upon the rigor of the OLS, these processes will be reviewed during SAC meetings. Based on the initiatives set by the Headmaster and building-level leaders, CCA will develop teacher PD programs, develop instructional best practices, survey teachers to identify areas of needed professional development, and develop a direction for further collaboration team meetings.

#### **Data Analysis**

The curriculum maps are reviewed to identify and address academic gaps, address redundancies, and/or misalignments to improve the academic achievement and the effectiveness of the curriculum or the programs used to instruct students. After the first assessment cycle of NWEA/Maps, teachers and SAC begin the process of ensuring pacing guides as developed, will ensure student learning is on track and make adjustments for the teacher or grade band if necessary. This process is reviewed twice per year with teachers as data is reviewed and analyzed for each grade level.

Beginning in the spring of each year, the SAC will begin to review and discuss the pacing guides and maps with teachers and make additional adjustments for the following school year and adjust to ensure gaps are found and addressed. The team reconvenes and reviews the draft for the upcoming year and matches the guides to state data received in June of that year to further determine gaps and or changes that are required. Curriculum Maps are created and finalized by August 1 of each school year.

### **Lesson Plan Templates**

CCA will follow all curriculum maps and pacing guides. Actual individual instruction is the responsibility of each teacher with the guidance and oversight of the school's Headmaster. Therefore, all model units and lesson plan templates will be prepared at the classroom level by the teaching faculty. The model allows for individualized instruction and differentiated lessons in implementing the curriculum based upon the needs of the students.

Each lesson plan will include the Ohio Learning Standard, objective, and student learning target. All items will be recorded on the lesson plan.



The Ohio Learning Standard gives the content and skill that each student is expected to learn. These standards will be recorded on the lesson plan. More importantly these standards will be deconstructed, so teachers will know the skills and content that are required to be taught.

The deconstruction of standards will help teachers to develop a learning objective that makes clear the intended learning outcome rather than what form the instruction will take. From the objective, earning targets, short term goals or statements that are easily understood by the students and help the student and the teacher articulate the skill that will be learned and taught.

#### **Change Approval and Change Process**

Core Knowledge was the initial basis for the Hillsdale College K-12 Program Guide sequence in K-8 history, science, music and art. While Hillsdale has continued to make changes and improvements to it, the original educational model is based on Core Knowledge. The Core Knowledge Framework, Literacy Essentials and Singapore Math are the Hillsdale College K-12 Program Guide resources for phonics and math, respectively. These resources are all researched based. Supplemental resources are determined by the SAC who meets to decide upon any possible changes to curriculum based upon the data meetings that occur. To adopt any new supplemental curriculum, samples are obtained, and content is compared to the Ohio Learning Standards. If necessary, lessons are taught using the recommended resources, and a presentation of the final resources decided by SAC are presented to the Board of Directors. Any suggested changes to curriculum will be presented and approved at a Board of Directors meeting.

### Scope and Sequence

Attachment A – Curriculum Model includes the Hillsdale College K-12 Program Guide which is the Scope and Sequence for each of the major subjects from Kindergarten through 6th grade. Portions of this work are based on the Core Knowledge® Sequence, an original work of the Core Knowledge® Foundation made available through licensing under a Creative Commons Attribution- NonCommercial-ShareAlike 4.0 International License. The Hillsdale Scope and Sequence differs from the Core Knowledge Sequence in Literacy, Grammar, and Math, though changes are not limited to these subjects. In Literacy, the Hillsdale Scope and Sequence is based on the Literacy Essentials program as supplemented and modified by Access Literacy, LLC. In Grammar and Math, the Hillsdale Scope and sequence are based, respectively, on the Well-Ordered Language series and curriculum from Singapore Math. Hillsdale College K-12 Education has provided a scope and sequence for Latin grade 6 as well.

The Hillsdale K-12 Program Guide includes resource recommendations for teachers to pair with the listed subject matter. In Mathematics, Literature, Literacy, and Grammar, these resources are directly paired to the scope and sequence items, and fidelity to the curriculum requires that these resources be followed guite closely. In Science, History, Visual Arts, and Music, however, these resources should be viewed as aids in teaching the curriculum, but



not as the curriculum itself. Teachers need not to employ all of a given science textbook, for example, and fidelity to the curriculum requires that teachers of these subjects use discretion to teach each topic from the Hillsdale K-12 Program Guide using the best available resources appropriate to students' grade level.

In skill-based subject areas (especially literacy and math), this guidance may need to be tailored for a student as it is expected that some students will be performing a year or more behind grade level in the Hillsdale K-12 Program Guide in reading and math.

#### **Grade to Grade Promotions**

CCA will use multiple points of data to determine if a student has met the minimum standards for grade promotions. In the event a student does not meet the minimum criteria, he/she will be provided with interventions including tutoring throughout the school year to improve the academic standing and be promoted to the next grade level. Promotion criteria will be communicated to parents during the enrollment process. CCA will hold conferences to communicate the progress made by each student. After the first semester, if a student has demonstrated he/she may not reach minimum proficiency, the student will be placed on an individualized improvement plan that will be reviewed regularly by our RtI Leadership Team and re-evaluated as necessary. Every attempt will be made to ensure the success of all students. Below is a sample of the grade-to-grade promotions criteria.

There are two components used as guidelines for promoting kindergarten to first grade:

- 1) Kindergarten students should achieve 90% mastery of the first 26 phonograms. They should be able to say all the sounds with automaticity (1 per second) when shown the letter and write the letter/or letter combinations when the sounds are given.
- The students should be able to read with fluency the letter sounds in nonsense words (See Nonsense Word Speed Drill), fluently read the words on List A (for evaluating the "Basic Code") and fluently read the List B (words taught in spelling in the first semester). Fluency is approximately one word per second. Give the students 60 words from the list, time them for a minute, and they should have 90% accuracy.

There are four components used as guidelines for promoting **first grade to second grade**:

1) First graders should achieve 70% mastery of the 71 phonograms. Again, they should be able to say all the sounds with automaticity (1 per second) when shown the letter and write the letter/or letter combinations when the sounds are given.



- 2) First graders should be spelling at least at grade level to be promoted to second grade.
- 3) They should also be able to read fluently the Spelling/Vocabulary List completed in April. Fluency is approximately one word per second. They can give the students 60 words from the list, time them for a minute and they should have 90% accuracy.
- 4) A reading comprehension component could be included. However, if the first three guidelines are met in classrooms using Core Knowledge, the comprehension piece will be in place.

There are four components used as guidelines for promoting second grade to third grade:

- 1) At the end of second grade, students should achieve 90% mastery of all 71 phonograms for promotion to third grade. They should be able to say all the sounds with automaticity (1 per second) when shown the letter and write the letter/or letter combinations when the sounds are given.
- 2) Second graders should be spelling at least at grade level to be promoted to third grade.
- 3) They should also be able to read fluently the Spelling/Vocabulary List completed in April. Fluency is approximately one word per second. They can give the students 60 words from the list, time them for a minute and they should have 90% accuracy.
- 4) A reading comprehension component should be included during the second-grade year. We recommend using McCall/Crabbs Reading Comprehension Books. The books can be used throughout the year to track growth in reading comprehension. The student should be no more than six months below grade level. Schools can use other measures of reading comprehension.

For English Language Learner (ELL) students, the criteria and consequences above apply; however, it is the responsibility of the ELL teacher to justify exemptions. For students requiring Special Education, the criteria and consequences above apply; however, it is the responsibility of the Intervention Specialist to justify any exemption as it might apply to a student's Individual Education Plan.

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



Each lesson plan will include a section defining the Course/Class, Grade Level, Lesson Title, and Lesson Duration. The main section of the lesson template contains 1) Lesson Objective, 2) Opening Question, 3) Tasks/Activities, 4) Questions during Instruction, 5) Materials, and 6) Concluding the Lesson. These areas allow teachers the space to 1) reflect on and predict challenges that students have traditionally experienced in the content area, 2) prepare for diverse learning, 3) and plan for differentiation for all students including Students with Disabilities, English Language Learners, and Gifted/Talented. Resident Educators (RE) and Resident Educator Mentors review the lesson plan template and assist RE's in developing lessons utilizing its concepts.

The rationale for writing such in-depth lesson plans is to ensure that instruction is rigorous, yet adaptable to the unique needs of each student, including learning style and level of academic readiness. Lessons that are well-written, detailed, and thorough are easily shared with colleagues, providing for cooperation between content areas. Lesson plans are developed based on individual student needs which are derived from NWEA data, prior state assessment data, and transcripts for each student. Lessons are individualized based on where the student is performing within the curriculum.

- Before completing the lesson plan, each teacher must consider a series of questions that will aid in instruction. They are as follows:
  - What is your objective for this lesson, or what do you want children to achieve through this lesson?
  - How are you going to introduce this lesson? Engage students with an attention-grabber, the opening question that will eventually lead to the key idea or concept.
  - What does research provide related to this lesson, either from the textbook or outside resources?
  - What questions will you ask during the lesson?
  - How will you engage students using a multisensory method for this lesson? (It is important that students do more than just sit during a lesson.)
  - What materials are needed to support your questioning or for an activity to go with this lesson?
  - Think ahead. What difficulties might children encounter with this lesson/activity? How can you support the areas of difficulty?
  - What are your expected outcomes from this lesson?



O How will you know if you have accomplished what the objective of the lesson was, or how will students demonstrate knowledge of what has been taught?

Lesson plan templates help to promote the acquisition and development of high-level critical thinking skills for our students. Templates include the following sections:

- -Instructor Team
- -Grade Department
- -Standards
- -Essential Understandings
- -Pre-Assessment
- -Post-Assessment
- -Materials/Resources

Curriculum - Alignment	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards, the Ohio
vith Ohio Learning		Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
tandards		
١	rith Ohio Learning	rith Ohio Learning

All curriculum for Cincinnati Classical Academy (CCA) is aligned with the Ohio Learning Standards. All alignments have been completed for K-8 core classes of ELA, Math, Science, Social Studies as well as non-core areas of Foreign Language, Visual Arts, Music, Health and Physical Education. The alignments are attached as document Attachment A – Curriculum Model, Hillsdale College K-12 Program Guide. Each content statement has been matched with sections (units/chapters/pages) in the texts and/or resources used by the teachers and students that align with the particular standard. For those areas that need additional resources to align fully, notes were recorded in the documents and suggested texts and websites to cover the gaps were included.

The school uses the Ohio Learning Standards as the basis for what is to be taught. The Hillsdale College K-12 Program Guide is aligned with the Ohio Model Curriculum in all core and non-core content areas. As an additional resource in helping to assure lessons are aligned to the Ohio Learning Standards, the school will use resources developed through the Ohio Strategic Plan for Education and Achieve the Core and available on the ODE website. The school will use Achieve the Core guides to understand better and implement the standards. The guides will be used to observe teachers as they give instruction and



provide them with feedback that supports their planning and reflection per the ODE website. Additional textbook alignments and assessment as well as assessment and lesson alignments are available per the Achieve the Core website at:

http://achievethecore.org/category/1141/alignment-rubrics-and-textbook-adaptations and will be used as needed. Additionally, the school will use Ohio Department of Education Gap Analysis tools for core content areas such as the K-8 Gap Analysis as found at http://education.ohio.gov/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics and a review of the Three-Year View (2017-2019) of Suggested Transition Activities for Mathematics on the same page.

Teachers meet during the summer before each academic year to review and unpack the OLS standards to create learning targets and lessons to assure all gaps are filled using the above resources. The curriculum is reviewed annually to assure full alignment with the standards. These yearly reviews include testing scores for both growth and proficiency to determine successful alignment with the curriculum and OLS.

Ohio Strategic Plan for Education: 2019-2024

By providing a curriculum that offers well-rounded content, foundational knowledge and skills, leadership and reasoning along with social-emotional learning, CCA is supporting the whole child and aligned with Ohio's Strategic Plan for Education (OSPE). In alignment with OSPE's priority of providing the first Core Principle of Equity for each student, CCA is assuring every student is afforded the opportunity to achieve regardless of ethnic identity, race, gender, or academic proficiency. CCA provides a learning environment ensures every student acquires the knowledge and skills across all four equal learning domains of Foundational Knowledge & Skills, Well-Rounded Content, Leadership & Reasoning, and Social-Emotional Learning to be successful.

In providing the second Core Principle of Partnerships, CCA considers parents are partners and offers numerous opportunities for parental engagement throughout the school. Additionally, CCA is partnering with other community stakeholders to assure ALL students have the supplemental academic, emotional, behavioral, and psychological resources needed to excel.

In aligning to the third Core Principle of Quality Schools, CCA will offer the opportunity for students to close any learning gaps. The school will create strategic improvement plans that will continue to improve student achievement. CCA supports the OSPE vision that "In Ohio, each child is challenged to discover and learn, prepared to pursue a fulfilling post-high school path and empowered to become a resilient, lifelong learner who contributes to society" that also aligns with the mission, vision, and philosophy of CCA.



#### Alignment to the Mission, Vision, and Philosophy of the School

The mission of Cincinnati Classical Academy (CCA) is to train the minds and nourish the hearts of young men and women through a content-rich classical curriculum in the liberal arts and sciences, with instruction in moral character and civic virtue.

CCA will use a classical education model to develop within its students the intellectual skills and character upon which responsible, independent, and flourishing lives are built, in the firm belief that such lives are the basis of a free and just society. The classical content of the curriculum refers to those traditional works of literature, history, and philosophy that embody perennial truths of human existence and remain compelling today because they present these truths in memorable, or beautiful, ways.

CCA will aim to rightly cultivate, order, and orient the souls of its learners by instilling within them a desire for truth and wisdom, a love of virtue and beauty, and the moral character that are requisite for personal self-government, for vigilant, responsible citizenship, and for the Good Life. In so doing, CCA will invoke the same eternal questions, truths, and means enshrined in the Greco-Roman, American, and Western Traditions of which it regards itself as the inheritor and guardian; these include the seven, classical, liberal arts, the natural and moral sciences, the practice of dialectic, and the perennial considerations of classical philosophy.

The classical education model and curriculum to be used support the mission, vision, and philosophy narrative. The curriculum uses great books and other resources specially designed to engage the student in the ideas and principles of America's founding. Classical education upholds a standard of excellence. CCA's high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel in learning and character. At CCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition.

CCA will use The Core Knowledge Sequence, Literacy Essentials, and Singapore Math as the predominant curriculum. The Core Knowledge Sequence includes history, geography, literature, visual arts, music, and science, which are all to develop well rounded and civic minded students. The program engages in cultural literacy, which supports the mission's goal to produce thoughtful, knowledgeable leaders who are capable of communicating and succeeding well within any chosen profession.

To fully develop the academic potential of all students in order to produce thoughtful leaders, literacy will be a strong component of the program, and a remedial literacy program will be available to all students who are performing behind grade level. To better understand the language of the classics or any reading material crucial to developing a broad understanding of truth, justice, virtue, and knowledge, CCA will offer Latin. To complete a classical



education where a well-rounded liberal arts education is sought, math, numeracy, and science will be taught. In support of the vision of CCA, the works of the great scientists will be studied who pondered great questions only to uncover many of the discoveries enjoyed today. To push the importance of providing thought providing students, the students will learn the concepts behind numerical relations as well as the algorithm.

To develop a well-rounded citizen, every student will receive art and music education. The civic education will teach American history; a pivotal component of educating students who are studying the founding of the country and the founders. To understand the modern interpretations of justice and the rule of law, the Core Knowledge Sequence includes civics. The mission and vision seek to create virtuous students and character development, and moral education will be an important component of the education model.

Additionally, CCA will implement a discipline policy that helps to develop a moral culture that leads to great citizenship and is intended to strengthen each student's social and emotional health. To support the philosophy that students should be "stewards of the 'Western Tradition' and the pillars of a free society," the importance of debate and defending one's opinion through the art of augmentation will be taught in the upper middle school grades. Finally, as an extension of helping to create a healthy and active mind, CCA will provide physical education at every grade level to produce healthy bodies.

Curriculum - Literacy Skills	6.3b	6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE Ohio's Plan to Raise Literacy Achievement Birth-12, January 2018).

Through Ohio's Plan to Raise Literacy Achievement in all students from birth-12, the Ohio Department of Education (ODE) is aligning to the state's current portfolio of literacy-related policies and practices while promoting evidence-based language and literacy instruction and intervention. To achieve this alignment, the state is cohesively coordinating and linking efforts to drive maximum impact through the following strands of action:

- 1) Shared Leadership;
- 2) Multi-tiered System of Supports;
- 3) Teacher Capacity;
- 4) Family Partnerships; and



#### 5) Community Collaboration.

The Cincinnati Classical Academy's (CCA) education model incorporates all strands into its academic program in order to raise the literacy achievement of all students. In Shared Leadership, CCA's teachers, TBTs and BLTs will be involved in the "identification of the challenge, the causes of underperformance and the solutions to be implemented and perform leadership tasks in support of the improvement approach." Ohio's Multi-Tiered System of Supports "provides a framework for supporting learners and staff as part of school improvement efforts." CCA will use the Response to Intervention system to identify and support academic and behavior challenges for students and create a 5 Step School Improvement Process to identify processes, address challenges, and monitor efforts that lead to student and school achievement. In Teacher Capacity, "Ohio is committed to improving teacher capacity through focused, sustained and embedded professional learning and coaching in evidence-based language and literacy practices and interventions." In support of this goal, CCA will implement ongoing Professional Development for teachers and leaders aligned to Ohio Standards for Professional Development. In aligning with the Family Partnerships strand focusing on building family partnerships by both early childhood (birth to age 5) and prekindergarten through grade 12 educational entities, CCA will offer opportunities for parent participation in the life of the school and connect with local daycare centers and Head Start organizations as well as ODE referred agencies as a form of outreach and recruitment.

In Ohio's last strand of Community Collaboration that includes partnerships at the state, regional and local levels that can help drive literacy improvement and keep in focus why proficient literacy skills are critical, CCA will use partnerships with community stakeholders and ODE resources/personnel/training to increase literacy.

Ohio's Plan to Raise Literacy Achievement emphasizes the need for professional learning and resources that deepen educators' understanding of how children learn to read, diagnose why some children struggle to read, and sharpen educators' abilities to implement reading instruction and intervention that is aligned to the science of reading and culturally responsive. Much of the professional development supports teachers already serving in the classroom. The Department also is partnering with the Ohio Department of Higher Education and colleges and universities to enhance these areas in teacher preparation programs.

The CCA Hillsdale College K-12 education model provides strong focus on reading and will concentrate on deepening its educators' understanding of the science of reading. All content area teachers will understand their role in teaching reading skills along with course content in the upper grades. All primary students' lessons will include the five strands of Reading. The five strands of Reading: 1. Phonemic awareness 2. Phonics 3. Fluency 4. Vocabulary 5. Comprehension- These are the skills needed to make sure students have a strong foundation. An intensive early reading program that includes formative assessments strengthens literacy skills for students' in lower grades.



For grades five and six, the emphasis will be placed on Fluency, Vocabulary, and Comprehension. These skills will be formatively assessed using progress monitoring.

Curriculum – Future	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project-
Success		based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and
		expanding pathways to graduation).

Cincinnati Classical Academy's (CCA) mission aligns with the Ohio Strategic Plan for Education: 2019-2024 One Goal vision that reflects student success one year after completing a high-quality and supportive K-12 education experience:

Ohio will increase annually the percentage of its high school graduates who, one year after graduation, are:

- Enrolled and succeeding in a post-high school learning experience, including an adult career-technical education program, an apprenticeship and/or a two-year or four-year college program;
- Serving in a military branch
- Earning a living wage; or
- Engaged in a meaningful, self-sustaining vocation.

In alignment with Ohio's Career Connections Framework:

Students in K-5 will focus on career awareness by exposure to:

Workplace visits with career interviews

Career connections learning strategies

Classroom career speakers

Introduction to Ohio career fields and pathways

Students in 6-8 will focus on exploration in careers or college with embedded opportunities to incorporate the following in the individual career plans and lessons by their teachers:

Advanced academic and technical education

Student Success Plan



Career connections learning strategies (Updated resources coming soon)

Workplace visits with career interviews

Career courses

Career mentorships

Career research

Service learning

Career-tech student organizations

OhioMeansJobs K-12

Career pathways

The instructional and operational staff will engage in professional development to better understand the importance of engagement of the college and career pathways for all elementary, middle, and high school students. To further aid in this work, and in aligning with ORC 3313.617 the School will use Student Success Plans to help monitor and document these experiences. It is understood that a SSP is required for any student deemed to be at risk of not graduating, but best practices show the value in creating and monitoring these plans for all students- this is the intention of the school.

The classical education model offers a time-honored liberal arts curriculum and pedagogy that direct student achievement toward mastery of the fundamentals in the basic academic skills, exploration of the arts and sciences, and understanding of the foundational tenets of our Western heritage. The curriculum by purpose and design is a survey of the best intellectual and cultural traditions of the West as developed and refined over many generations. Therefore, students will be fully prepared to engage in a high quality and high performing high school and continue to college, military service, a vocational trade or a career with academic and civic skills as well as the scholarly proficiency that allow productivity and achievement. CCA will grow one grade per year and will comply with Ohio's Career Connections requirements for grades 5 - 12. The school will work with students on individual career plans to address each individual student's needs.

By closing any academic gaps and offering an education model that teaches language, numeracy, math, English, Latin, civic education, music, arts, cultural education, time management, organization, note-taking, prudence, justice, and temperance, while encouraging responsibility, respect, courage, courtesy, honesty, and citizenship, students will be prepared to travel whatever road they choose for a fulfilling life.



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

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

Instructional Delivery	6.3c	1) Explain in detail the <u>primary</u> , evidence-based instructional delivery methods, strategies, and/or
Methods		techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be
		used to provide daily instruction in your school to support success for all students.

Cincinnati Classical Academy (CCA) seeks to provide a content-rich curriculum that uses instructional approaches with proven track records of success. At CCA the instructional delivery methods, strategies, and/or techniques will depend on grade level, but philosophically are consistent throughout. Central to traditional educational philosophy is the authority of the teacher in the classroom as both the vessel of knowledge and the primary agent for forming the student's character. As such, the teacher plays an active and direct role in the instruction of the academic lessons and the teaching of virtues. In the lower grades, instruction will focus on the explicit teaching of the basic principles and rules of reading, writing, grammar, speaking, and math. Beginning in kindergarten, students will be taught in the Socratic Method to encourage intelligent, logical, and independent thinking. To produce students who communicate effectively, are virtuous, possess cultural literacy, and are active and productive members of American society, well-researched instructional methods that support mastery of State Standards are as follows.

- 1. **Explicit and Systematic Phonics Instruction** Through the direct teaching of letter-sound relationships through a specified sequence, the foundation for literacy is established and provides students the ability to decode the printed word. Studies show that systematic phonics instruction produces significant benefits for students in kindergarten through 6th grade and for children having difficulty learning to read. [1]
- 2. **Explicit English Grammar Instruction** Using tools such as diagramming and the study of root words, students will be equipped to speak and write with a high degree of communicative competence. As students learn to identify parts of speech and seek to develop syntax, they are able to communicate more clearly on all levels. The more they learn about the English language, and its structure, their ability to easily and fluently express more complex thoughts becomes evident. The results of a study indicated the outperformance of the participants in the explicit group over the performance of the participants in the implicit group in both productive and receptive modes. [2] Another study indicated that explicit instruction was more effective for both



simple and complex language features. In addition, explicit instruction led to both greater explicit and implicit knowledge. Finally, explicit instruction was also more effective in the long term (as measured by delayed post-tests).<sup>[3]</sup>

- 3. **Ability Groupings** Instructional supports and strategies are most effective through the use of flexible ability groupings in the core subjects of Reading, Writing and Math. To best differentiate instruction, providing individualized supports for all learners while maintaining the same expectations of outcome, ability groupings will allow CCA to tailor instructional techniques and class time to meet the needs of all students. Students will be placed into ability groupings upon admission using initial assessments that indicate strengths and weaknesses. Students will be moved across groupings as additional assessments suggest. Students are responsible for mastery of the same skills and concepts and are required to take the same assessments regardless of grouping. Using differentiated instructional strategies will enable teachers to optimize the learning of all students. "According to a 2010 meta-analysis by Kelly Puzio and Glenn Colby, students who were grouped by ability within a class for reading were able to make up to an additional "half of a year's growth in reading." Similarly, a 2013 National Bureau of Economic Research study of students who were grouped by ability found that the performance of both high and low performing students significantly improved in math and reading, demonstrating the universal utility of this tool, particularly as our classrooms become more academically diverse." [4]
- 4. **Use of Primary Source Documents** Primary sources are materials that were created by those who participated in or witnessed the events of the past. They can include letters, reports, photographs, drawings, sound recordings, motion pictures, and artifacts, as well as books. Although sometimes life lessons (e.g., motives, ethics, and "cause and effect") are not necessarily obvious or easy to define, primary sources can bring them to life. They reflect events and experiences that actually occurred and introduce students to the individuals who lived them. Per the Library of Congress, "Primary sources provide a window into the past—unfiltered access to the record of artistic, social, scientific and political thought and achievement during the specific period under study, produced by people who lived during that period. Bringing young people into close contact with these unique, often profoundly personal, documents and objects can give them a very real sense of what it was like to be alive during a long-past era." The Library of Congress further stated that primary source documents, "Engage students, develop critical thinking skills, and construct knowledge."
- 5. **Teaching of Study Skills** Time management, organizing, memory techniques, notetaking, and outlining will be emphasized throughout CCA and integrated throughout the curriculum to equip students for higher learning. Developing stamina for challenging and complex work is imperative for the promotion of a strong work ethic. A recent study confirmed that "while many study skills are important for middle school students to know and apply to their academics, those that involve higher order thinking skills or a deeper level of processing are most beneficial to students." [7] Two studies show that "Academic success is foundationally correlated with the acquisition and application of study skills, across a myriad of academic content areas, and for a



variety of learners."[8] Additionally, "research confirms that improved study skills correlate to a higher GPA for learners of both genders, across a diverse spectrum of socioeconomic levels and within a variety of academic fields."[9]

- 6. **The Socratic Method** The use of direct, intentional questions to guide students' understanding of problems and their solutions will be a fundamental part of instruction, particularly in literature and history courses. Instructional practices will include:
- lecture/direct instruction/dictation
- modeling/demonstration
- reading aloud
- singing/chanting/rhymes,
- drilling small bits of information
- flashcards

Students will be required to "sound out" words based upon the rules of phonics. With explicit grammar instruction and the use of tools such as diagramming and the study of root words, students will be equipped to speak and write with a high degree of communicative competence. "The Socratic method primarily addresses aspects of the development of skill in critical thinking that do not come from learning types of logical fallacies or the heuristics for evaluating arguments and solving problems. It comes from a socially communicated inspiration to thirst for understanding and to experience the hard work involved in creating understanding as a joyful and satisfying journey."<sup>[10]</sup> According to TeachHub.com: K-12 News, Lessons & Shared Resources By Teachers, "One of the biggest reasons for the Socratic Method's popularity is that it encourages and rewards higher-order thinking skills like evaluating, analyzing, and applying. These mindsets help students learn independently and develop them into lifelong learners. But it's not only about sharing ideas. It's about honing listening skills — deep listening. Students begin to love learning because it comes from themselves and peers. Students develop an understanding of the difference between arguing and discussing: The former is emotional; the latter while still impassioned, is respectful."<sup>[11]</sup>

<sup>[1]</sup> National Reading Panel. (April, 2000). Report of the National Reading Panel. Teaching Children to Read: An Evidence-Based Assessment of the Scientific Research Literature on Reading and Its Implications for Reading Instruction. National Institute of Child Health and Human Development. http://www.readingrockets.org/article/phonics-instruction (accessed 5 September 2018)

<sup>[2]</sup> https://www.sciencedirect.com/science/article/pii/S1877042813000529#bbib0030 (accessed 5 September 2018)

<sup>[3]</sup> Spada, N., & Tomita, Y. (2010). Interactions between type of instruction and type of language feature: A Meta-Analysis. Language learning, 60(2), 263-308. http://www.anthonyteacher.com/blog/researchbites/research-bites-explicit-vs-implicit-grammar-instruction (accessed 5 September 2018)



[4] Olszewski-Kubiliu, Paula. Setting the Record Straight on Ability Grouping. Education Week Teacher (May 20, 2013) https://www.edweek.org/tm/articles/2013/05/20/fp olszewski.html (accessed 5 September 2018) [5] http://www.loc.gov/teachers/usingprimarysources/whyuse.html (accessed 5 September 2018) [6] Ibid [7] Thorpe, Christin. Promoting Academic Achievement in the Middle School Classroom: Integrating Effective Study Skills Instruction (Summer 2010) https://files.eric.ed.gov/fulltext/ED510601.pdf (accessed September 2018) [8] Awang, M. G., & Sinnadurai, S. K. (2011a). A study on the development of strategic tools in study orientation skills towards achieving academic excellence. Journal of Language Teaching & Research, 2(1), 60-67. doi:10.4304/jltr.2.1.60-67Study Skills - Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018) [9] Al-Hilawani, Y. (2016a). Metacognition in real life situations and study skills and habits: Two types of processes. International Journal of Progressive Education, 12(1), 73-89. Study Skills - Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed 5 September 2018) [10] Maxwell, Max. Introduction to the Socratic Method and its Effect on Critical Thinking. <a href="http://www.socraticmethod.net/">http://www.socraticmethod.net/</a> (accessed 5 September 2018) [11] Murray, Jacqui.TeachHub.com: K-12 News, Lessons & Shared Resources By Teachers, For Teachers http://www.teachhub.com/teaching-strategiesabout-socratic-method **Instructional Delivery** 6.3c 2) Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check box. □ **Methods - Blended Learning Instructional** Model Blended Learning Requirements - please provide ALL of the following: a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level; d. The school's attendance requirements, including how the school will document participation in learning opportunities; e. A statement describing how student progress will be monitored;



		f. A statement describing how private student data will be protected;	
		g. A description of the professional development activities that will be offered to teachers.	
N/A. Cincinnati Classical Aca	N/A. Cincinnati Classical Academy will not use a blended learning model.		
Instructional Delivery Methods – Research Base	6.3c	3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school's credit flexibility policy. Refer to <a href="ESSA">ESSA</a> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.	

#### Cincinnati Classical Academy - Classical Education Model Research Base

Classical education is time proven with a history of over 2500 years in the West. It began in ancient Greece, was adopted wholesale by the Romans, faltered after the fall of Rome, made a slow but steady recovery during the Middle Ages, and was enlivened in the Renaissance. The classical inheritance passed to England and from England to America through colonial settlement. At the time of this nation's founding, classical education was thriving. Jefferson heartily recommended Greek and Latin as the languages of study for early adolescence. Plutarch's *Lives of the Noble Greeks and Romans* was often recommended by men like Jefferson and Franklin, and Hamilton seems to have given it special attention during his military encampment at Valley Forge. Eighteenth-century Americans venerated and trusted George Washington in large part because he reminded them of the Roman patriot Cincinnatus. So important has classical education been in the history of the West that it would only be a slight exaggeration to say that the march of civilization has paralleled the vibrancy of classical schools. Such a long tradition of education continues to be relevant today.

Classical education, from a research base, is most closely aligned with Cognitivist learning theories. These theories postulate that children generate knowledge and meaning through the sequential development of an individual's cognitive abilities, such as the mental processes of recognize, recall, analyze, reflect, apply, create, understand, and evaluate. The Cognitivists' (e.g., Piaget, Bruner, Vygotsky) learning process is adoptive learning of techniques, procedures, organization, and structure to develop an internal cognitive structure that strengthens synapses in the brain. The learner requires assistance to develop prior knowledge and integrate new knowledge. The purpose of education is to develop conceptual knowledge, techniques, procedures, and algorithmic problem-solving using Verbal/Linguistic and Logical/Mathematical intelligence. The learner requires scaffolding to develop



schema and adopt knowledge from both people and the environment. The educators' role is pedagogical in that the instructor must develop conceptual knowledge by managing the content of learning activities.

Classical education is more than simply a pattern of learning. Classical education is language-focused; learning is accomplished through words, written and spoken, rather than through images (pictures, videos, and television). This process is important to understand because language-learning and image-learning require very different habits of thought. Language requires the mind to work harder; in reading, the brain is forced to translate a symbol (words on the page) into a concept. Images, such as those on videos and television, allow the mind to be passive. In front of a video screen, the brain can relax; faced with the written page, the mind is required to work. A classical education, then, has two important aspects. It is language-focused, and it follows a specific three-part pattern: the mind must be first supplied with facts and images, then given the logical tools for organization of facts, and finally equipped to express conclusions.

The Hillsdale College K-12 Education method of instructional delivery is embedded in the Hillsdale educational model curricula provided for all subject areas including the arts and physical fitness. Listed below are the primary evidence-based strategies used consistently by all teachers.

To determine the evidence-based strategies necessary for individual students, the School engages in using the ESSA tool: Evidence-Based-Strategies ESSA guide; Evidence-Based-Improvement-Guide-FINAL-122116-TOOL-3.docx

### **Instructional Strategies Research Base**

- 1. Explicit and Systematic Phonics Instruction
- a. K.K. Stuebing, A.E. Barth, P.T. Cirino, D.J. Francis, and J.M. Fletcher, "A response to recent re-analyses of the National Reading Panel report: Effects of systematic phonics instruction are practically significant," Journal Of Educational Psychology, 100(1), 2008: 123-134).
- b. National Reading Panel. (April, 2000). Report of the National Reading Panel. Teaching Children to Read: An Evidence-Based Assessment of the Scientific Research Literature on Reading and Its Implications for Reading Instruction. National Institute of Child Health and Human Development. <a href="http://www.readingrockets.org/article/phonics-instruction">http://www.readingrockets.org/article/phonics-instruction</a> (accessed 5 September 2018)
- 2. Explicit English Grammar Instruction
- a. The Effect of Implicit and Explicit Grammar Instruction on Learners' Achievements in Receptive and Productive Modes <a href="https://www.sciencedirect.com/science/article/pii/S1877042813000529#bbib0030">https://www.sciencedirect.com/science/article/pii/S1877042813000529#bbib0030</a> (accessed 5 September 2018)



- b. Spada, N., & Tomita, Y. (2010). Interactions between type of instruction and type of language feature: A Meta-Analysis. Language learning, 60(2), 263-308. http://www.anthonyteacher.com/blog/researchbites/research-bites-explicit-vs-implicit-grammar-instruction (accessed 5 September 2018)
- 3. Ability Groupings Spada, N., & Tomita, Y. (2010). Interactions between type of instruction and type of language feature: A Meta-Analysis. Language learning, 60(2), 263-308. http://www.anthonyteacher.com/blog/researchbites/research-bites-explicit-vs-implicit-grammar-instruction (accessed 5 September 2018)
- 4. Utilization of Primary Source Documents. Library of Congress. http://www.loc.gov/teachers/usingprimarysources/whyuse.html (accessed 5 September 2018)
- Teaching of Study Skills.
- a. Thorpe, Christin. Promoting Academic Achievement in the Middle School Classroom: Integrating Effective Study Skills Instruction (Summer 2010) https://files.eric.ed.gov/fulltext/ED510601.pdf (accessed September 2018)
- b. Awang, M. G., & Sinnadurai, S. K. (2011a). A study on the development of strategic tools in study orientation skills towards achieving academic excellence. Journal of Language Teaching & Research, 2(1), 60-67. doi:10.4304/jltr.2.1.60-67Study Skills Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018)
- c. Al-Hilawani, Y. (2016a). Metacognition in real life situations and study skills and habits: Two types of processes. International Journal of Progressive Education, 12(1), 73-89. Study Skills Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018) Study Skills Learning Rx. http://download.learningrx.com/study-skills-research-review-white-paper.pdf (accessed September 2018)
- 6. Socratic Method
- a. Maxwell, Max. Introduction to the Socratic Method and its Effect on Critical Thinking. <a href="http://www.socraticmethod.net/">http://www.socraticmethod.net/</a> (accessed 5 September 2018)
- b. Murray, Jacqui.TeachHub.com: K-12 News, Lessons & Shared Resources By Teachers, For Teachers http://www.teachhub.com/teaching-strategies-about-socratic-method

Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.

**Cincinnati Classical Academy Materials and Resources** 



The materials used to support instruction will depend on grade level. At the K-6 grade levels, the textbooks used will be those recommended by the specific teaching programs such as Literacy Essentials, Singapore Math, and Core Knowledge. There will be an emphasis on teaching good character development as students progress by reading complete books, stories, and tales that illustrate moral virtues such as, but not limited to, courage, care, truthfulness, beauty, and kindness. At the upper-grade levels, original source documents will be used rather than a synopsis of such documents. Cincinnati Classical Academy (CCA) will provide a computer skills class at the lower grades to ensure students have the proper skills to take required on-line statemandated tests. CCA will use technology effectively but without diminishing the faculty leadership that is crucial to academic achievement. Faculty will be provided with laptops, have overhead projectors, whiteboards, and other technological devices available to be used at teachers' discretion. Listed below are samples of the main curriculum materials and publishers used. The full scope and sequence and curriculum map with all resources used is enclosed herein.

#### ELA (Core curriculum and sample books/novels)

Core Knowledge Foundation curriculum

**Literacy Essentials** 

Access Literacy

Primary Phonics by Barbara Makar

Stevenson's Supplemental Readers 1-20

- Texts for reading practice at increasing levels of difficulty (ex. Go Dog Go, Mrs. Brice's Mice, Owls Home, Frog & Toad books, etc.)
- Test Lessons in Primary Reading, McCall-Harby

American Tall Tales

- The House at Pooh Corner, A.A. Milne
- Pinocchio, Carlo Collodi
- Standard Test Lessons in Reading, McCall-Crabbs
- My English Orthography Notebook, Access Literacy

Audio resources for Well-Ordered Language, Level 1A, Coupland, and Peters

- The Adventures of Tom Sawyer, Norton Critical Edition
- Comedy of Errors DVD, Globe Theatre Production

English from the Roots Up, Volume I, Joegil Lundquist and English from the Roots Up, Volume II, Joegil Lundquist

Macbeth DVD, Royal Shakespeare Company 1979 Production



- Metamorphoses, Ovid (Mendelbaum Translation) and Classic Myths to Read Aloud, William F. Russell

Select classic novels

Get Smart: Grammar through Sentence Diagramming, Elizabeth O'Brien

- Sentence Diagramming Reference Manual: How to Diagram Anything, Elizabeth O'Brien
- Sentence Diagramming Exercises: An Introduction to Sentence Diagramming,

Elizabeth O'Brien

- Elements of Style, Strunk & White

The Children's Book of Virtues

My English Orthography Notebook

Test Lesson in Primary Reading

Test Lesson in Primary Reading (Teacher's Edition)

Stevenson Supplementary Reader Set (20 books for Beginning Level)

Pinocchio

The House at Pooh Corner

**Boxed Set Phonogram Cards** 

Level I Teacher's Edition

Wall Charts (Lg)

5th Grade Core Classics: Narrative of the Life of Frederick Douglass, An American Slave CCFD

5th Grade Core Classics: Sherlock Holmes CCSH

Core Knowledge History and Geography Readers, Class Set

**Boxed Set Phonogram Cards** 

Level I Teacher's Edition

Well-Ordered Language Level 3A and 3B (student edition)

Well-Ordered Language Level 3A and 3B (Teacher's Edition)

Sentence Diagramming Reference Manual: How to Diagram Anything

Sentence Diagramming Exercises: An Introduction to Sentence Diagramming

Alice in Wonderland

The Annotated Alice



The Wind in the Willows

The Secret Garden

Comedy of Errors

Comedy of Errors (DVD)

#### Math

Singapore Math Materials

First Grade Starter Kit

Interlocking Base Ten Starter Set

6 Sided Dice Pack of 100

Mini White Board/Markers (set of 30)

Learning Resources 2-Color Counters (200 / pack, need 20 / student)

Playing Cards (1 pack per student, 12 packs per package)

Place Value Chart and Disks

**Hundreds Board** 

Primary Mathematics Textbook (A and B)

Primary Mathematics Workbook (A and B)

Primary Math Teacher's Guide (A and B)

Primary Math Home Instructor's Guide

**Primary Math Tests** 

The Singapore Model Method for Learning Mathematics

6 Sided Dice Pack of 100 (5 dice/student)

12 Sided Dice Pack of 10 (2 dice / student)

Mini White Board/Markers (set of 30)

Learning Resources 2-Color Counters (200 / pack, need 20 / student)

Playing Cards (1 pack per student, 12 packs per package)

Place Value Chart and Disks

**Hundreds Board** 



The Singapore Model Method for Learning Mathematics

#### Science

-Core Knowledge Sequence

Pearson's Science Explorer series

Chemical Building Blocks (Science Explorer Series)

From Bacteria to Plants (Science Explorer Series)

- -Read-aloud Resources (various titles, i.e., A Man for All Seasons: The Life of George Washington Carver, Stephen Krensky)
- -ScienceSaurus, Houghton Mifflin Harcourt
- DeltaScience Content Readers series

Manfish: A Story of Jacques Cousteau

Pasteur's Fight Against Microbes (Science Stories series)

The Fantastic Undersea Life of Jacques Cousteau

The Story of Thomas Alva Edison (Landmark Books)

Dinosaurs!

Living in the Arctic

Who Eats What?

ScienceSaurus (Yellow softcover)

Edward Jenner: Conqueror of Smallpox (Great Minds of Science series)

Edward Jenner and the Smallpox Vaccine

Louis Pasteur: Disease Fighter (Great Minds of Science series)

**Caves and Caverns** 

**Deserts** 

**Digging Up Dinosaurs** 

Egg to Chick

**Eggs of Things** 

Marshes & Swamps

My Feet



My Hands

Planet Earth/Inside Out

Sea Turtles (Live Oak Readalong)

Seeds and More Seeds

Sun Up, Sun Down (1)

Sunken Treasure

The Planets

Whales

John Dalton and the Atomic Theory (Unchartered, Unexplored, and Unexplained series)

Carl Linnaeus: Father of Classification (Great Minds of Science series)

Percy Lavon Julian: Pioneering Chemist (Signature Lives: Modern America series)

### History (core curriculum and sample books/novels)

- -Core Knowledge Tell It Again! Read-Aloud Anthologies and Flipbooks including:
- Kids' World Atlas: A Young Person's Guide to the Globe (Picture Window Books World Atlases), Karen Foster
- A History of the United States and Its People, Edward Eggleston
- North American Indians, Marie and Douglas Gasline
- Christopher Columbus, Ingri and Edgar Parin D'Aulaire
- Christopher Columbus: Explorer (Spirit of America, Our People series), Judy Atler
- The Thanksgiving Story, Alice Dalgliesh
- The Fourth of July Story, Alice Dalgliesh
- George Washington, Cheryl Harness
- A Picture Book of Thomas Jefferson, David Adler
- Abraham Lincoln, Amy L. Cohn, and Suzy Schmidt
- You're on Your Way, Teddy Roosevelt, Judith St. George
- Rushmore: Monument for the Ages, Lynn Curlee
- The Story of the Statue of Liberty, Betsy and Giulio Maestro
- The Story of the World, Volume 1: Ancient Times, Susan Wise Bauer



The Golden Days of Greece, Olivia Coolidge

A History of US, Book 1: The First Americans

DK Eyewitness Books: American Revolution

DK Eyewitness Books: Ancient Civilizations

DK Eyewitness Books: Ancient Egypt

DK Eyewitness Books: Arms and Armor

DK Eyewitness Books: Aztec, Inca, and Maya

DK Eyewitness Books: Islam

DK Eyewitness Books: Judaism

DK Eyewitness Books: Mesopotamia

**DK Eyewitness Books: Mummy** 

**DK Eyewitness Books: Pyramid** 

DK Eyewitness Books: DaVinci & His Times

DK Eyewitness Books: Russia

DK Eyewitness Books: Renaissance

The Story of the Liberty Bell (Cornerstones of Freedom)

The Story of the World Volume I: Ancient Times

The Great Pyramid

Shh... We're Writing the Constitution

A Picture Book of Benjamin Franklin (Picture Book Biography)

The Inca Empire

The Long Way Westward (I Can Read Book 3)

Benjamin Franklin

In 1776

Young John Quincy

Revolutionary War in the North and West, 1776-1780 (map)

And Then What Happened, Paul Revere? (Paperstar)

Can't You Make Them Behave, King George?



DK Eyewitness Books: Christianity

George Washington

Sam the Minuteman

What's the Big Idea, Ben Franklin?

Why Don't You Get a Horse, Sam Adams?

Will You Sign Here, John Hancock?

Muhammad

Tomie dePaola's Book of Bible Stories

My First Ramadan

History Map #106: Mesopotamia and Egypt, 4000-1000 BCE

History Map #129: Voyages of Exploration 1000-1522CE and Colonial E

History of Europe, The Major Turning Points Map 1983

Battles of the Civil War Wall Map

#### Art

-Art Resources, Core Knowledge Foundation

-Text Resources, Core Knowledge Foundation

DK Eyewitness resources

Getting to Know the World's Greatest Artists, series by Mike Venezia

Various trade books with large prints of the art listed in the CK Sequence

Claude Monet (Getting to Know the World's Greatest Artists)

Edgar Degas (Getting to Know the World's Greatest Artists)

Georgia O'Keefe (Getting to Know the World's Greatest Artists)

Grant Wood (Getting to Know the World's Greatest Artists)

Jacob Lawrence (Getting to Know the World's Greatest Artists)

Leonardo Da Vinci (Getting to Know the World's Greatest Artists)

Paul Cezanne (Getting to Know the World's Greatest Artists)

Vincent Van Gogh (Getting to Know the World's Greatest Artists)



Francisco Goya (Getting to Know the World's Greatest Artists)

James McNeill Whistler (Getting to Know the World's Greatest Artists)

#### Music

- The Core Knowledge Music Collection, Preschool, and Kindergarten Music CD Set

- Text Resources for Kindergarten, Core Knowledge Foundation

Wolfgang Amadeus Mozart (Getting to Know the World's Greatest Composers)

Peter Tchaikovsky (Getting to Know the World's Greatest Composers)

DK Eyewitness Books: Great Musicians

DK Eyewitness Books: Music

Alfred's Essentials of Music Theory, Book I

Alfred's Essentials of Music Theory, Ear Training CDs 1&2 Combined

#### Latin

Sixth Grade (beginning year 2)

- Wheelock's Latin, 7th ed., Frederic M. Wheelock and Richard A. LaFleur Supplementary Resources:
- Workbook for Wheelock's Latin, Paul Comeau, and Richard A. LaFleur
- Thirty-Eight Latin Stories Designed to Accompany Wheelock's Latin, 5th ed., Anne Groton and James May
- Classical Mythology & More: A Reader Workbook, Marianthe Colakis, and Mary Joan Masello
- To Be a Roman: Topics in Roman Culture, Margaret Brucia, and Gregory Daugherty
- Lingua Latina per se Illustrata, Pars I: Familia Romana, Hans H. Ørberg
- Lingua Latina per se Illustrata. Pars I: Latine Disco Student Manual, Hans Ørberg

# **Physical Education**

Available resources for Physical Education includes, but is not limited to:



- Track and field materials
- Jump Ropes
- Basketballs
- Volleyballs
- Baseballs
- Footballs
- Flag Football belts with flags
- Soccer Balls
- Kick Balls
- Dodge Balls
- Cones
- Floor Paint for Stations & Fitness Activities
- Basketball Hoops
- CD Player
- CD (dance lessons & fitness activities)
- Whistle
- Stop Watches
- Gymnasium

# **Technology**

Technology is used to support educational delivery in the classroom and for testing purposes, but technology is not used as the primary source of education delivery in a classical education model. If students need a laptop to complete an assignment, be it in the classroom or through remote learning, one is provided to them by the school. Technology is further used for remote teaching and learning at such times being in the classroom is not possible, such as during a global pandemic. Teachers may authorize students, during such situations or students with unique circumstances, to use computers or materials provided for instruction at home to make remote learning possible.

#### Curriculum



### Core Knowledge

The order of the Core Knowledge program allows for regular repetition of the most important topics, such that students are well-versed in the fundamentals by the time they reach high school. The science program is supported by Pearson's Science Explorer series, complete with integrated lab manuals and demonstrations and Delta Science Content Readers. Core Knowledge provides both lesson plans and an overview of topics for each grade level in the areas of Language Arts, History and Geography, Visual Arts, Music, Mathematics, and Science. The Sequence guides teachers in what instructional resources are necessary to be purchased to deliver the curriculum fully.

### Core Knowledge Research

- McGinty, Anita S.The Research Foundation for Core Knowledge Language Arts (CKLA) https://3083ip44005z3mk17t31679f-wpengine.netdna-ssl.com/wp-content/uploads/2017/01/CKLA-Research-Overview-2016.pdf (2016)
- Efficacy of the Core Knowledge Language Arts Read Aloud Program in Kindergarten through Second Grade Classrooms https://ies.ed.gov/funding/grantsearch/details.asp?ID=1791 (July 2016)
- White, T. G., Grissmer, D. W., Altenhofen, S., & Larson, J. (2013, September). Lessons Learned in Conducting a Lottery-Based Study of Core Knowledge Charter Schools. Poster presented at the Society for Research on Educational Effectiveness (SREE) conference, Washington, DC, USA. https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools
- White, T. G., Grissmer, D. W., Altenhofen, S., & Larson, J. (2013, September). Lessons Learned in Conducting a Lottery-Based Study of Core Knowledge Charter Schools. Poster presented at the Society for Research on Educational Effectiveness (SREE) conference, Washington, DC, USA. <a href="https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools">https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools</a>
- Altenhofen, S., Berends, M., & White, T. G. (*in preparation*). Parents Who Apply to Charter Schools: Pre-Lottery Influences on School Choice. https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools
- Murrah, W. M., Grissmer, D. W., Ko, H., Player, D., & Cabell, S. (*in preparation*). Early Achievement Impacts of Core Knowledge Charter Schools on Early Comprehension and General Knowledge through 1st grade.
- O'Brien, R., Player, D., & Grissmer, D. W. (*in preparation*). Seeking Valid Cost Effectiveness Comparisons Between Core Knowledge Charter and Public Schools: Can Substantial Methodological and Data Access Issues be Addressed? <a href="https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools">https://curry.virginia.edu/faculty-research/centers-labs-projects/castl/growth-student-achievement-public-and-charter-schools</a>
- Core Knowledge Language Arts Pilot Study <a href="https://3083ip44005z3mk17t31679f-wpengine.netdna-ssl.com/wp-content/uploads/2017/01/CKLA-Research-Overview-2016.pdf">https://3083ip44005z3mk17t31679f-wpengine.netdna-ssl.com/wp-content/uploads/2017/01/CKLA-Research-Overview-2016.pdf</a>



- Evaluation of the Core Knowledge Preschool Program in Arkansas (November 2005)
- <u>An Analysis of Academic Progress of Children Participating in the Core Knowledge Preschool Program in Baltimore County Head Start Centers</u> (August 2005)
- How Do We Know This Works? An Overview of Research on Core Knowledge (January 2004)
- Core Knowledge Curriculum and School Performance: A National Study (September 2004)
- Walberg study: The Effects of Core Knowledge on State Test Achievement in North Carolina (April 2004)
- Walberg study: The Effects of Core Knowledge School Factors on State Test Achievement in North Carolina (March 2004)
- Study Finds Core Knowledge and Creativity Not Mutually Exclusive (January 2004)
- <u>Core Knowledge Curriculum: Five-Year Analysis of Implementation and Effects in Five Maryland Schools</u> (December 2000)
- In Oklahoma City, a Rigorous Scientific Study Shows the Positive Equity Effects of Core Knowledge (May 2000)

#### **Literacy Essentials Research:**

Booker, Kelly. Writing essentials, by Regie Routman [Book Review] [online]. <u>Literacy Learning: The Middle Years</u>, Vol. 20, No. 1, Feb 2012: 52-53. Availability: <a href="https://search.informit.com.au/documentSummary;dn=902110598423978;res=IELHSS">https://search.informit.com.au/documentSummary;dn=902110598423978;res=IELHSS</a> ISSN: 1320-5692. [cited 09 Jun 20].

## **Singapore Mathematics**

CCA's approach to numeracy mirrors its approach to reading, writing, and vocabulary—learning and memorizing the facts of math in all branches of mathematics. For grades K-8, math will be taught using the U.S. edition of Singapore Math, an English equivalent to the national mathematics curriculum used in Singapore. Singapore Math uses a combination of detailed instruction, problem-solving, and visual and hands-on aids that ensure students master material before moving on to new topics. From the earliest grades, this program emphasizes concepts, mental math, and number sense while employing physical and graphical illustrations of underlying mathematical rules and phenomena. The program presents mathematical skill building and problem-solving such that students have a better understanding of not simply when to use a particular equation—but why. Moving students on to higher levels of skills before they're ready is not an option so that the program will be employed at each student's ability level. Ability-level groups will be determined at the beginning of each school year, and adjustments will be made on an as-needed basis in order to best equip each student with the language of numeracy.



Singapore Math was developed in 1981 by the Curriculum Planning and Development Institute of Singapore. Educators in the United States began implementing Singapore Math in 2000. Topics are taught to a mastery level with detail and consistency, and the textbooks are designed to build a deeper understanding of mathematical concepts as opposed to offering simply definitions and formulas. Professional development accompanies Singapore programs; therefore, teachers are better prepared to facilitate lessons. Singapore Math has a consistent emphasis on problem-solving and model drawing, with a focus on in-depth understanding of the essential math skills recommended in the National Council of Teachers of Mathematics Curriculum Focal Points, the National Mathematics Advisory Panel. Students using Singapore Math learn math concepts thoroughly, but they also master essential math skills more quickly. It has been reported that by the end of sixth grade, students have mastered multiplication and division of fractions and are able to complete difficult multistep word problems comfortably, ensuring they are well prepared to complete Algebra 1 in middle school (Source: John Hoven and Barry Garelick, "Singapore Math: Simple or Complex?" Educational Leadership 65:3, November 2007).

#### **Singapore Math Research**

Singapore is the world leader in mathematics achievement, according to at least two major longitudinal studies. Per the Trends in International Mathematics and Science Study (TIMSS), an international comparative study designed to measure achievement at the fourth and eighth grades, Singapore ranked in the top three countries in both 4th and 8th grades in every year the study was conducted (1995, 1999, 2003, 2007, 2011, and 2015). The Programme for International Student Assessment (PISA), a triennial international survey that evaluates OECD (Organisation for Economic Co-operation and Development) countries by testing the skills and knowledge of 15-year-old-students, has also consistently ranked Singapore highest in mathematics. The PISA survey has ranked Singapore in the top two countries for mathematics in 2009, 2012, and 2015. Singapore Math was developed in 1981 by the Curriculum Planning and Development Institute of Singapore.

- Study Shows a "Singapore Math" Curriculum Can Improve Student Problem Solving Skills

  https://www.empiricaleducation.com/blog/study-shows-a-singapore-math-curriculum-can-improve-student-problem-solving-skills/ (2011-2012)
- https://www.the74million.org/article/6-reasons-why-singapore-math-might-just-be-the-better-way/
- https://www.singaporemath.com/TIMMS\_s/10.htm Sticht, Thomas G., C. H. Hofstetter, and C. R. Hofstetter, Knowledge, Literacy and Life in San Diego. San Diego Consortium for Workforce Education and Lifelong Learning, 1995. Sticht, Thomas G., C. Richard Hofstetter, Carolyn H. Hofstetter. Knowledge, Literacy, and Power. San Diego Consortium for Workforce Education & Lifelong Learning, March, 1997. Stevenson, H, C. Chuansheng, and L. Shin-Ling, "Mathematics Achievement of Chinese, Japanese and American Children: Ten Years Later," Science 259 (January 1, 1993): 51-58. John Hoven and Barry Garelick, "Singapore Math: Simple or Complex?" Educational Leadership 65:3, November 2007.



#### Science

Although the rhetoric surrounding a classical or liberal-arts school often emphasizes the humanities, the sciences are no less important than the humanistic disciplines and do not play a secondary role. Pearson's Science Explorer series, Read-aloud Resources, Delta Science Content Readers Series by Delta Education and ScienceSaurus by Houghton Mifflin Harcourt will be used as a supplement to the Core Knowledge curriculum to provide a rigorous, hands-on approach to scientific inquiry. FOSS is a research-based K-6 curriculum dedicated to improving the learning and teaching of science that is guided by advances in the understanding of how children think and learn. Science will be taught with an emphasis on scientific facts and the inquiry-based method and will include the incorporation of technical approaches to observing, describing, recording, ordering, analyzing, testing, and comparing predictions to observations.

#### Science Research

Pearson's Science Explorer https://www.pearsonschool.com/index.cfm?locator=PS32J7

Delta Science Content Readers <a href="https://www.deltaeducation.com/foss/results-testimonials/">https://www.deltaeducation.com/foss/results-testimonials/</a> <a href="https://www.deltaeducation.com/foss/results-testimonials/">https://www.deltaeducation.com/foss/results-testimonials/</a> <a href="https://www.deltaeducation.com/foss/results-testimonials/">https://www.deltaeducation.com/foss/results-testimonials/</a> <a href="https://www.deltaeducation.com/foss/results-testimonials/">https://www.deltaeducation.com/foss/results-testimonials/</a> <a href="https://www.deltaeducation.com/foss/results-testimonials/">https://www.deltaeducation.com/foss/results-testimonials/</a> <a href="https://www.hmhco.com/search?term=Sciencesaurus">https://www.hmhco.com/search?term=Sciencesaurus</a> <a href="https://www.hmhco.com/search?term=Sciencesaurus">https://www.hmh

#### **Physical Education**

CCA will adopt the Ohio Learning Standards and all standards as indicated by the National Standards for K-12 Physical Education by SHAPE America and ODE standards and benchmarks.

# **Physical Education Research**

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

www.shapeamerica.org

## Social and Emotional Learning Embedded in the Curriculum

The Hillsdale College K-12 education model does not contract out or use an external program to provide for social and emotional learning (SEL), because SEL is embedded in all aspects of the Hillsdale classical education model. Each Hillsdale affiliated school establishes their own mission, vision and philosophy, and the school focus on virtues provides for SEL for all students in all buildings. This may not be apparent to those that are not familiar with



the Hillsdale classical education model, and therefore, they have created and have access to a virtue crosswalk with trauma-informed concepts to provide for a detailed correlation of how the classical model addresses SEL in everyday instruction.

Instructional Delivery Methods - Resources/Materials  6.3c  5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.	Methods -	6.3c	
--	-----------	------	--

The Headmaster works with teachers to identify gaps in delivery or resources to determine as to whether different or additional instructional resources are needed to improve student performance. Twice a year at data meetings, the School Accountability Committee meet to determine if curriculum changes are needed based upon data results. The resources chosen will assure that Cincinnati Classical Academy (CCA) students have the skills necessary to demonstrate student mastery of learning objectives.

The Headmaster in consultation with Hillsdale College K-12 and through Board approval determine instructional resources and materials. The initial selection process is based upon:

- 1) recommendations from Hillsdale,
- 2) results of other Hillsdale supported classical model high performing schools using the same curriculum,
- 3) evaluation of alignment to Ohio Learning Standards, and
- 4) ultimately, Board approval.

The Headmaster presents the curriculum plan for instructional resources and materials to the Board at a Board meeting prior to the start of the school year for review and approval. Board Members will have the opportunity to discuss the options, review research and evidence for curriculum and technology effectiveness, and ask questions of the Headmaster prior to approval of the curriculum and any technology. The Board of Directors will review curricular and instructional changes and the need of any major technology changes at monthly board meetings as needed. The Headmaster will inform the Board as such needs arise. Data is collected daily and weekly at the classroom level, every one to two weeks at the building level. This data collection process allows the analysis and evaluation of academic achievement. The assessment results justify the rationale for changing the curriculum.

Hillsdale's Barney Charter School Initiative curriculum model features a traditional, well-balanced core of essential subjects. Students in grades receive instruction in phonics, grammar and mechanics, literature, history, geography, science, Latin, art, music and physical education.



The Barney Charter School Initiative classical education program emphasizes homework, daily review, memorization and drill. At the same time, it stresses civility: students are expected to value learning, to respect their teachers, themselves and fellow students.

## https://academy.hillsdale.edu/academics

Pacing Guides are the when, where, and how the curriculum will be taught based on the Ohio Learning Standards and assessed by the unpacked standards for each learning target. The comprehensive Program Guide is included in **Attachment A – Curriculum Model, Hillsdale College K-12 Program Guide.** 

### 6.3d Continuous Improvement and Professional Growth

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

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the Ohio 5-Step
		<u>Decision Making Process.</u> Describe the structures and processes to support the improvement planning.

The School Accountability Committee (SAC) consisting of the Headmaster, Vice Headmaster, Dean of Students, the Intervention Specialist and grade level (K-2; 3-6) Teacher-Based Teams, develops the Continuous Improvement Plan. In Year One, the SAC will be charged to develop the plan at the beginning of the school year. The Headmaster oversees the development of the school improvement plan. The TBTs will meet twice a month to discuss and review the progress of the school improvement plan. In June, SAC will review the school improvement plan and adjust it for the upcoming year. The initial benchmark goals are created based upon expectations of student performance based upon the state performance assessments of the local school districts from which Cincinnati Classical Academy (CCA) will recruit. Continuous goals are based upon school formative and summative assessments. From these goals, professional development is determined that will support the teachers in implementing lessons to achieve the goals. The professional development is aligned to state standards. After the initial plan is developed, the SAC will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources used by the school. The overall plan is developed through the guideline of the Ohio Department of Education Decision Framework found at http://education.ohio.gov/Topics/District-and-School-Continuous-Improvement/Ohio-Improvement-Process/Decision-Framework-Information. Concepts used to develop the plan include Collaborative Implementation Teams such as BLT (Building



Leadership Implementation Team); and TBTs (Teacher-Based Teams). As well, roles and responsibilities are integral to the plan's development including concepts of Shared Leadership, Communication, and Engagement,

Purposeful Decision-Making, and Resource Management.

CCA will implement the Ohio 5 Step Improvement Process. Ohio's 5-Step Process includes the following:

- Step 1: Identify Critical Needs
- Step 2: Research and Select Evidence-based Strategies
- Step 3: Plan for Implementation
- Step 4: Implement and Monitor
- Step 5: Examine, Reflect and Adjust

The action plans below correlate with the 5 step process.

Step 1: Teacher Based Teams (TBTs) will meet every week to discuss data and share ideas.

Step 2: The TBTs process is evaluated each month by the SAC. As necessary, members of the Board Education Committee may be included. Feedback is given to all TBTs, and data is analyzed for growth purposes. Additionally, the Headmaster and Dean of Students will meet with teachers to discuss assessment results and growth of Tier 2 and Tier 3 students. This data is the basis of any coaching and professional development provided to teachers throughout the remainder of the schedule.

Step 3: The TBTs process is then reviewed by the Headmaster and Assistant Principal in efforts to ensure where additional training is needed.

Step 4: The instruction plan is implemented during the first year. After the first year, the plan will include any data-based adjustments, if needed. Step 4 and 5: The SAC will meet each week to discuss the OIP and pertinent policies and procedures throughout the building. The SAC will discuss the information collected from the 5 Step Process forms to provide advice and feedback for the TBTs.

Step 5: The SAC meets each summer to review teacher progress to determine what professional development would be beneficial.

Data is consistently reviewed. Adjustments are made by the following staff and during the following timelines:

1. NWEA Assessment data will be reviewed by teachers after each testing session (Fall, October; Spring, April). State assessment data will be reviewed in August prior to the start of school. Additional progress monitoring tools contained in the curriculum will be given to students on a regular



basis to progress monitor where students are in a particular subject as well as drive instruction. These assessments will be reviewed by Dean of Student Learning every six weeks.

2. Curriculum maps and pacing guides will be reviewed by the SAC and a representative from Barney Charter School Initiative, when needed. This process will occur in April. The results of the review will be shared with the Board in May.

The SAC will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources used by the school. Technology will be reviewed as well to determine the needs of the school for updating or adding new technology in specific grades or certain subjects and for what intended purpose the technology is serving.

Data will be reviewed to determine specific areas where additional curriculum and/or resources need to be added to prevent gaps in learning and maintain student growth. Training will also be reviewed to determine the level of implementation of current resources to ensure teachers are capable of implementing the curriculum and matching to specific standards. Professional Development will, therefore, be reviewed to determine current and future needs for each subject, grade or individual teachers. TBTs will evaluate the effectiveness of the previous meeting and the work of the team at the conclusion of each meeting based on the 5 Step Process. The SAC will review TBTs meetings notes on a monthly basis.

The SAC is involved in the continuous improvement cycle to monitor progress and determine any warranted adjustments to the curriculum and programming. The first stage of the continuous improvement plan is the decision framework. In this stage, the BLT reviews data to identify critical needs of the school. This process allows the team to make informed decisions of where to spend time/energy and resources to make improvements in student performance. Stage 2 is the development of a Data Plan. This includes goals for Reading, Math and school culture. The team is required to identify adult and student implementation, timelines, action steps and strategies for achieving the goal. During stage 3 and 4, the plan is implemented and monitored throughout the school year.

The result of the tests, analysis, feedback, and implementation plans occur more often than once a year. The NWEA results are analyzed and discussed after testing occurs which are twice a year, and the adjustment process occurs immediately. The TBTs meet and discuss data monthly with appropriate changes occurring. At each monthly Board meeting, data is discussed, and the Headmaster presents to the Board a review of the OIP process. Any adjustments to the program or course corrections occur after Board input. The decisions made based upon the data and Board input will inform changes made to classroom practices including a written school improvement plan. Because the TBTs meet monthly and the BLT meet to discuss the results of the TBT collected data, the development of the Data Plan occurs throughout the school year and not just annually. After any new plan is implemented, it is monitored regularly throughout the year. Changes can occur in real time due to the continuous nature of the assessment collection and analysis. Information is also made available to parents during parental meetings and conferences. Additional information is disseminated to parents and the broader community through written communication, the school website, and Board meetings.



CCA will evaluate prior school data of students to identify the most pressing needs based upon probable causes as a starting point in the development and implementation of the OIP. The Teacher-Based Team 5-Step Process Meeting Agenda and Minutes Templates are tools that assist teachers in analyzing student data and creating action plans for improved results. The team reviews the building plan to ensure the work of the team is leading toward attainment of the goals, strategies, and indicators described in the plan.

#### **Professional Development**

Professional Development is an important component of the continuous improvement cycle. Professional Development will occur for two weeks before the opening of school and during the school year. Five times per year, there is all-day formal Professional Development for an overall review of data, curriculum, differentiation, and subject matter work. Weekly planning sessions occur that include some level of professional development.

During the summer there is an intensive Professional Development seminar provided by Hillsdale where teachers choose grade and content specific trainings for PD. Prior to the opening of the school, Hillsdale conducts training for the school, and does such annually for all Hillsdale-affiliated schools. Included herein for reference is the agenda for the June 2020 summer training. The school will use professional development at regularly scheduled times to analyze data to assure performance and accountability targets are met. Staff development will focus on meeting these targets. The review and analysis process is detailed above.

Additional professional development, teacher training and data review talks will be provided based on TBT and BLT meetings and SAC recommendations.

Ohio Teacher Evaluation System (OTES)	6.3d	2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.
		X Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?
		☐ The school will implement an alternative evaluation system as described below.
		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?



Cincinnati Classical Academy will use the Adkins and Company Classical Teacher Evaluation System which is aligned with the Ohio Teacher Evaluation System, but modified to meet the needs of the classical model teacher / leader expectations. The Headmaster and/or his or her designee will evaluate the teachers using the Teacher Evaluation System which is customized for the roles and responsibilities of a classical teacher, while still aligning with the OTES evaluation system process.

# Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation **Ohio Principal Evaluation** 6.3d 4) System (OPES) System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. ☐ Yes X The school will implement an alternative evaluation system as described below. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for 5) Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations? Cincinnati Classical Academy will use the Adkins & Company Classical Principal Evaluation System, which is aligned with the Ohio Principal Evaluation System, and is customized to address the roles, responsibilities, and expectations of a classical school leader. **Local Professional** 6.3d Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional **Development Committee** Development Plan (IPDP) template, etc.

The Cincinnati Classical Academy (CCA) LPDC will be chaired by the Assistant Principal who attends regularly scheduled meetings within the cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date. CCA will have access to assistance and guidance from Adkins & Company, LLC relating to LPDC requirements to ensure school compliance.

CCA will follow all bylaws, committee membership, roles and responsibilities, and processes and procedures including maintaining records of meetings including agendas and minutes, as defined by the Ohio Department of Education per the link



http://education.ohio.gov/getattachment/Topics/Teaching/Professional-Development/LPDC-s/Resource-Guide-for-Establishing-an-LPDC/ResourceLPDCResourceGuide\_102416.pdf.aspx.

Resident Educator Program	6.3d	7) Discuss implementation of Ohio's Resident Educator Program in the school (i.e., mentoring process,
		meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).

Cincinnati Classical Academy (CCA) will implement Ohio's Resident Educator Program. Resident Educators work collaboratively with their mentor to complete the program requirements using self-assessment and goal setting, demonstrate the use of authentic teacher work such as lesson planning, data analysis, and assessment for reflection, as well as successfully complete the Resident Educator Summative Assessment (RESA) to advance to Professional Licensure. Teachers involved in RESA Year 1, Year 2, Year 3, and potentially Year 4 are provided training and assistance from trained mentors. Resident educators meet annual requirements and collaboratively work with their mentor through discussions and feedback about the following topics:

- Self-assessment
- Goal-setting
- Instructional planning using authentic teacher work such as lesson plans and assessments
- Observations for learning
- Analysis of student learning using student work and assessments

Teachers participate to the fullest extent in all activities and activities within RESA and join in the CCA Professional Development. The mentor teacher will regularly work with the resident educators and update all required information. The Resident Educator Forms include a Monitoring Student Learning form. Resident Educators complete the Monitoring Student Learning data inventory below, which includes monitoring two students. Once the form is complete, mentors and Resident Educators move into the planning phase of the Teaching-Learning Cycle. The Resident Educators complete a Year 1 Assessment that includes categories of strengths, areas of growth, and the seven standards of Students, Content, Assessments, Learning Environment, Collaboration and Communication, and Professional Responsibility and Growth.

**Requirements Completion Checklist** 



Resident Educator mentors and mentees complete an annual checklist for each year. The sheet records the dates of following required activities. The mentor provides initials as the activities are completed.

- -Collaborative Log or Focused Mentoring Activity Log (1-2 times/month)
- -TBT Content Conference Call (Data Analysis Tool)
- -Content Collaboration Meeting
- -Other related PD or mentoring activity

For Year 1 and Year Resident Educators, the specific activities are listed below and include the timelines:

- -Ohio Resident Educator Program Orientation Presentation (Sept)
- -Self-Assessment (Oct/Nov)
- -Professional Growth Plan (Oct/Nov)
- -Peer teacher observation
- -Mentor teacher observation
- -Lesson Reflection of a videotaped lesson (recommendation Jan/Feb)

For Year 3 Resident Educators, the activities are as follows:

- -Ohio Resident Educator Program Orientation Presentation (Sept)
- -Self-Assessment (Oct/Nov)
- -Professional Growth Plan (Oct/Nov)
- -Focused Mentored I: Communication & Professional Growth
- -Focused Mentored I: Communication & Professional Growth
- -Focused Mentoring II: Use of student Formative & Summative Assessments
- -Focused Mentoring II: Use of student Formative & Summative Assessments
- -Lesson Reflection Before Jan 19th

For Year 4 Resident Educators, the activities are as follows:

-Ohio Resident Educator Program Orientation Presentation (Sept)



- -Self-Assessment (Oct/Nov)
- -Professional Growth Plan (Oct/Nov)
- -Focused Mentored: Formative and Summative Assessments

The mentor and mentee will sign the form and return it to the Headmaster. The deadline for submission is May 15 with a criteria completion date of June 30.

At CCA, the mentor to mentee ratio will primarily depend on the number of participants at the building. It is expected to have one to two mentors at the building so there is an adequate weekly focus on mentee growth and development. If there are a high number of mentees at the building, CCA will contract through the local County Educational Service Center or another qualified provider to provide mentors. The number of Resident Educator mentors to mentees will be better determined upon the hiring of CCA teaching staff. There will be a ratio of at least one Resident Educator Mentor on staff. The expected ratio goal is two mentors on staff for teachers completing the program.

Professional Development Plan for Teachers	6.3d	8) Using the Ohio Standards for Professional Development (adopted 2015), describe the process for how the school will develop, implement, and evaluate a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link
		to the school's continuous improvement plan.

Cincinnati Classical Academy (CCA) will provide professional development to assure that teachers are equipped with the skills to teach the curriculum and increase academic achievement. In alignment with the Ohio Standards for Professional Development (OSPD), CCA's professional development includes the following criteria:

- Occur within a collaborative culture in which all share collective responsibility for continuous improvement.
- Be advanced by leaders who prioritize professional learning and develop the capacity and structures to support it.
- Be supported by resources.
- Be databased, and use data for planning, assessment, and evaluation.
- Represent best practice models and theories of adult learning and active engagement.
- Be research-based, using what is known about change to sustain implementation.
- Focus on specific goals and align outcomes with existing educator and student standards.



OSPD guides the development for CCA teachers and leaders. For individual teachers, the OSPD directs their individual plans and are based on the data at the school that drives the needs of the students. For Principals, the OSPD drives their individual plans, but also ensures their school offers effective systems for professional learning. The research-based professional learning models most appropriate for CCA and its mission will be used and evaluated for effectiveness as evidenced by increased student achievement, increased student growth, staff growth (as documented using targeted walk-throughs and Teacher Evaluation scoring), and overall staff moral (as documented through retention rates and staff survey results). Specifically, the models used will include the following:

Individually Guided Development: Allows the teacher to help design a menu of learning activities which align to the school's mission, the teacher's IPDP, and input from the school administrators.

**Observation and Assessment:** Includes an administrator providing structured feedback on targeted skills or practices. The areas of observation might be aligned to school-wide initiatives such as the implementation of Socratic Discussions or classroom management issues such as equitable questioning techniques.

**Involvement in a Development or Improvement Process:** Typically, this will involve systemic school-improvement processes. the use of this model is in keeping with the Ohio 5-Step Decision Making Process and will involve the identification of a need for improvement and the subsequent plan for the entire school community to follow.

**Training:** This model of professional development is used by BCSI in the annual sessions made available to staff and administrators on the campus of Hillsdale. This allows an expert on a particular curricular topic, instructional strategy or educational practice to share knowledge with an audience. In this type of professional development model, attendees are allowed to learn, ask questions, participate in demonstrations and extend prior knowledge.

**Inquiry:** Central to CCA's philosophy for students and all staff is the concept of inquiry and reflection. This type of professional development allows teachers to reflect on their curricular content material, the achievement and growth of their students and the alignment of their instructional practices to the school's philosophy, mission and vision. In this reflection, teachers are encouraged to formulate questions regarding the ability for improvement. Tools used in this type of professional development might include surveys, root-cause analysis exercises, data analysis opportunities and digital representations of teaching.

The Professional Development aligns with the following seven standards of Ohio Standards for Professional Development. Per the ODE website, "professional learning that increases educator effectiveness and results for all students" embodies the following Standards.

Ø Standard 1: Learning Communities. Occurs within learning communities committed to continuous improvement, collective responsibility and goal alignment.



- Ø Standard 2: Leadership. Requires skilled teacher leaders and administrators who develop capacity, and advocate and create support systems for professional learning.
- Ø Standard 3: Resources. Requires prioritizing, monitoring and coordinating resources for educator learning.
- Ø Standard 4: Data. Requires the use of a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning.
- Ø Standard 5: Learning Designs. Integrates theories, research and models of human learning to achieve its intended outcomes.
- Ø Standard 6: Implementation. Applies research on change and sustains support for implementation of professional learning.
- Ø Standard 7: Outcomes. Aligns its outcomes with educator performance and student curriculum standards.

On-Site Teacher Training for New Hillsdale-Affiliated Schools, June 2020

Barney Charter School Initiative - 2020 Summer Conference in Classical Education | June, 2020

### **Session 1 | June 14-17**

### Block 1

## Pedagogy 101

Dr. Daniel Coupland - The first year of teaching is a chaotic whirlwind of late nights, early mornings, stacks of grading, angry parent emails, weeping children, stacks of grading, moments of jubilation, half-finished lesson plans, and more stacks of grading. As a result, teachers often enter the summer both with a myriad of experiences that can be difficult to synthesize and with a desire to make improvements on a first year filled with both successes and failures. This session has been designed specifically for teachers who have just completed their first year in the classical classroom. It promises to serve as a reminder of the principles of classical pedagogy, to offer the opportunity to reflect upon the experience of first year teaching, to think through some helpful strategies of order and organization, and to provide teachers with some elements of instruction to work on as they enter year two.

## **Interpreting Hamlet: Art and the Tradition**

Dr. Benedict Whalen - This presentation will offer an examination of Hamlet in two ways. First, we will study what Hamlet himself thinks about the nature of art and its relation to reality and human beings, and compare his understanding with our own experience of the play. Second, we will review a few of



the prominent interpretations of Hamlet that have been developed over the centuries since it was first staged, and conclude with a few comments about how these interpretations might assist us in teaching Hamlet.

### **Panel: Teaching Close Reading**

Michael Berndt, Amanda Gilmore & Tomek Grzesiak - Three panelists will provide suggestions for developing our students' ability to read closely.

#### Why Logic? Its Place & Purpose in Classical Education

Dr. Benjamin Beier - Hillsdale's Dr. Benjamin Beier will treat the history and purpose of logic, and its essential place in classical education, as well as its particular importance in the 21st century.

#### **Building Your School's Theater Program**

Dr. Christopher Matsos - This workshop will introduce fundamental techniques for integrating acting exercises as a means of cultivating creativity and confidence among students. Whether participants are interested in staging productions or integrating drama in the classroom, this session will provide accessible tools for characterization, improvisation, and play analysis. In addition, Dr. Christopher Matsos will offer support to those seeking to begin or improve drama programs in their school.

### Man's Political Nature and the Question of Justice

Daniel O'Toole - This talk will help clarify the relationship between liberal education and civic education, and it will provide high school philosophy, government, and history teachers with a useful framework for thinking and teaching about politics. Following Aristotle and the Socratic philosophers, we will consider why man is political by nature and what this means for the character of political life. Themes we will touch on include: man's concern with justice and the complicated meaning of justice; the political regime; partisanship; politics vs. expertise and management; the rule of law; and the limits of political progress and the persistence of imperfection and conflict in political life.

## **Classroom Management**

Becky Holland - This workshop will help teachers improve their classroom management systems: procedures, rules, the physical space, and organizational systems.

#### **Evolution**



Dr. Jeffrey Van Zant - Hillsdale's Dr. Jeffrey Van Zant will discuss how variation within gene families leads to evolutionary change at the population level.

#### Block 2

#### American Politics After 1965 and the New Progressivism

Dr. John Grant - Progressives from Theodore Roosevelt to LBJ were concerned about uplift—society helping individuals to perfect their capacities so they could then go out and help uplift others. After the mid-60s, American politics rejected uplift in favor of a non-judgmental concern for the least among us. This talk will help government, history, and philosophy teachers understand this new political project and the new conceptions of justice, equality, and freedom that animate it.

## **Essential Understandings from Ancient & Medieval History**

Dr. Kenneth Calvert - Hillsdale's Dr. Kenneth Calvert will explore the essential understandings for studying ancient and medieval history.

### Teaching Both Ideas & Events in History

Dr. Terrill Legueri - Golden View Classical Academy's Dr. Terrill Legueri will share some best practices for balancing the teaching of ideas with that of events in history class.

### **Best Practices in Beginning Latin Instruction**

Julie Apel - Founders Classical Academy of Leander's Julie Apel will share best practices in beginning Latin instruction.

# **Motor Skill Development in the Grammar Years**

Przemek Grzesiak - This presentation will focus on the theory behind and application of Athena Oden's Ready Bodies, Learning Minds program as applied in the Motor Lab, a system meant to develop the fine motor skills and sensory systems of all students. The Motor Lab will be set up, various exercises and toys will be put to use, and proper technique (where applicable) will be explained.

## **Group Theory in Math**

Dr. David Gaebler - Mathematics abounds with transformations that rearrange an object in some way, whether it be rotating a cube, shuffling the order of a sequence, or changing the sign of a real number. When a collection of such transformations is studied together, and when they are related according to certain axioms, one has a "group." Surprisingly, not only are groups the fundamental tool for the study of symmetry, but they also unlock the properties of



polynomials and their roots! These connections are at the heart of Galois theory, one of the crowning achievements of pure mathematics. Though aspects of Galois theory are highly technical, the central concepts require no prerequisites beyond basic algebra.

#### **Creating Historic Prints**

Pamela Heckel - Participants will learn about the historic print-making process of cyanotype. Join Pamela Heckel from Hillsdale Academy as she demonstrates how to prepare for and create a photographic print using sunlight, a process that may be adapted to all grade levels.

### Pedagogy 301

Dr. Daniel Coupland - Designed specifically for teachers who have significant experience in the classroom (4+ years), this session focuses on the nuances of the pedagogical craft. Avoiding complacency and continuing to look for ways to improve is the hallmark of an excellent teacher, and this session will offer a few advanced pedagogical techniques that can give experienced teachers some fresh ways to reimagine their teaching practices, to rethink their classrooms, and to discover small adjustments that can have a profound impact on the lives of their students.

#### The Odyssey and Homer's Idea of Wisdom

Dr. Benedict Whalen - This presentation will look at The Odyssey in a philosophical light. We will examine Odysseus' journey in order to understand what Homer suggests is most proper to human nature, what is most noble for that nature to pursue, and what are some of the gravest threats to that nature. This presentation will include a few comments about Homer's The Iliad, and will look forward to some of the various ways the myth of Odysseus has been adapted in Western culture.

# Why Rhetoric? Its Place and Purpose in Classical Education

Dr. Benjamin Beier - Hillsdale's Dr. Bejamin Beier will treat the history and purpose of rhetoric, and its essential place in classical education, as well as its particular relevance in the 21st century.

# **Effective Pedagogy in Teaching Spanish to Beginners**

Dr. Nika Setek - Founders Classical Academy of Leander's Dr. Nika Setek will share useful tips and methods for teaching beginning Spanish students.

# The Physics of Climate Change



Dr. Kenneth Hayes - Hillsdale's Dr. Kenneth Hayes will discuss the basic physics of the greenhouse effect and why the planet is warming, and the most significant consequences of climate change on human society.

### Re-envisioning Homework as an Opportunity

Jonathan Gregg & Becky Holland - This session will delve into the principles and practices of assigning homework in a way that alleviates the burden on the teacher while still providing meaningful and challenging ways for students to cement their in-class learning.

#### **Creating a Curriculum Map and Lesson Plan**

Gail Mowry - Using the Core Knowledge curriculum and her years of teaching experience, Gail Mowry will provide guidance in creating a basic outline and lesson plan for elementary music.

#### **American History Forum**

Jordan Adams - BCSI's Jordan Adams will moderate a forum for teachers of American history.

### **Ancient History Forum**

Jonathan Rogers - Founders Classical Academy of Lewisville's Jonathan Rogers will moderate a forum for teachers of ancient history.

#### **Latin Forum**

Dr. Colin Pang - Golden View Classical Academy's Dr. Colin Pang will moderate a forum for Latin teachers.

# **Establishing & Growing the Culture of Your Music Program**

Rachel Holland - This session will consider and open to discussion the many pieces involved in building the culture of a music program irrespective of how established the program is.

#### **Medieval & British Literature Forum**

Ian Atherton - Golden View Classical Academy's Ian Atherton will moderate a forum for teachers of medieval & British literature.

#### **Ancient Literature Forum**



Catherine Rogers - Founders Classical Academy of Louisville's Catherine Rogers will moderate a forum for teachers of ancient literature.

#### Forum on Games in P.E. Class

Przemek Grzesiak & Cami White - All grammar school physical education teachers are invited to share several games that they employ in their own gym classes. Each participant will have the opportunity to explain and lead other participants through a brief playing of the games on-site, that all teachers may have a clear understanding of how to implement them. Please email pgrzesiak@hillsdale.edu with what games you would like to share and what supplies will be required for your games.

#### Forum on the New Philosophy and Government Courses

Daniel O'Toole - This is a forum for both teachers and administrators to discuss Hillsdale's new recommendations for government and philosophy courses for 10th, 11th, and 12th grades. We will discuss both the purposes of the new recommendations and how to implement them. Teachers and administrators will have an opportunity to provide feedback, and we will attempt to answer their questions and address any ideas or concerns.

#### Forum on Teaching Economics as a Logical Science

Matt Summers - Is it possible to articulate and verify economic principles prior to our experience of the world? For Ludwig von Mises and the Austrian School, the answer is yes. This forum, led by Golden Vie Classical Academy's Matt Summers, explores the role of logic and deductive reasoning in constructing universal economic principles.

**Life Science Forum:** Becky Holland -This forum will provide a moderated discussion on life science topics and teaching ideas for 7th grade science and high school biology teachers.

#### **Math Forum**

Abby Johnson -Golden View Classical Academy's Abby Johnson will moderate a forum for math teachers.

## **Astronomy: The Course and Instructional Design**

Michael Berndt - An astronomy course is a recommended option for the 12th grade science class. This session will discuss ideas about how to design and teach this course.



#### Block 3

The Reformation & the Enlightenment Dr. Korey Maas - Hillsdale's Dr. Korey Maas will share with participants some of the most important ideas, events, and themes from the Reformation and the Enlightenment.

#### **Texas History for Non-Texans**

Dr. Donald Frazier-Dr. Donald Frazier from Schreiner University will share a history of Texas that may be especially helpful for non-Texans who are expected to teach Texas history to their students.

#### **Teaching a Love of Latin sine Gimmicks**

Julie Apel-Founders Classical Academy of Leander's Julie Apel will share ideas on how to cultivate students' enjoyment of Latin without resorting to mere gimmicks.

#### **Foundations of Strength Training**

Tyler Cortright & Mitch Schoenborn-Hillsdale College athletic trainers will lead an interactive seminar about the major principles in strength training and physical wellness. Topics will include movement patterns and planes of motion, physical fitness attributes (i.e., power, strength, speed, plyometrics, agility, endurance, etc.), exercise selection and how to progress/regress exercises, proper exercise technique and movement mechanics, motivational aspects of training, how to structure workouts, and training volume management. Please wear appropriate exercise attire as we will practice certain exercise progressions.

## **Technology in Math Class**

Cameron Starc-This presentation will recommend a variety of technologies that may be incorporated into math instruction and assessment, and will address their proper use in a classical math course.

# The History of Architecture

Alex Harner-This presentation will address continuity in architecture and those principles that have informed good buildings from past to present

# Tips & Tools for the Grammar School Music Classroom



Aimee Evans - Join Aimee Evans of Founders Classical Academy of Leander as she shares tips and tricks for dealing with everything from classroom management to incorporating the use of instruments and the presentation of composers and songs.

### "Tell All the Truth": Emily Dickinson's Poetry

Dr. Kelly Franklin - This presentation will introduce teachers to the form and major themes of Emily Dickinson's poetry, followed by a close reading and interpretation of poems from (and beyond) the HILLSDALE junior high and high school curriculum.

### **Teaching Shakespeare Through Acting**

Dr. Christopher Matsos - From 2011-2012, Dr. Chris Matsos served as Program Coordinator for the partnership between Ohio State University and the Royal Shakespeare Company (RSC), where he facilitated the training of K-12 educators in the RSC's "Stand Up for Shakespeare" initiative. "Stand Up for Shakespeare" provides accessible tools for a deeper understanding of Shakespeare's language, characters, and themes by inviting students to push their desks aside and explore the plays on their feet. In borrowing simple rehearsal room techniques from world-class practitioners, this pedagogy bolsters students' sense of confidence and gives them a feeling of ownership in their engagement of the Bard. It is effective both in the classroom and for those wishing to stage productions of Shakespeare's works. This workshop will guide participants through two "Stand Up for Shakespeare" exercises and answer questions about this pedagogy for those who seek to use it in their classrooms or productions.

### **Teaching Modern Foreign Languages after Latin**

Dr. Nika Setek - Founders Classical Academy of Leander's Dr. Nika Setek provides perspective and suggestions for teaching a modern foreign language to students who have taken Latin. This session is applicable to teachers of Spanish, French, and other romance languages.

# **Teaching Formal Logic: Goals, Methods, and Tips**

Dr. John Tutuska - This talk, led by Dr. John Tutuska of Founders Classical Academy of Louisville, will focus on the goals of a formal logic course and practical tips for organizing and teaching it.

## America's Two Constitutions: Separation of Powers vs. the Administrative State

Dr. Adam Carrington - The structure of government matters greatly in the ends a polity pursues and how well it pursues them. With this in mind, this talk will examine the complicated relationship between our two competing constitutional systems: the original Constitution's system of the separation of



powers and the later Progressive system of the administrative state. This talk will help high school government and history teachers make sense of how our political order works—and doesn't work—today.

#### Pedagogy 301

Dr. Daniel Coupland - Designed specifically for teachers who have significant experience in the classroom (4+ years), this session focuses on the nuances of the pedagogical craft. Avoiding complacency and continuing to look for ways to improve is the hallmark of an excellent teacher, and this session will offer a few advanced pedagogical techniques that can give experienced teachers some fresh ways to reimagine their teaching practices, to rethink their classrooms, and to discover small adjustments that can have a profound impact on the lives of their students.

### Re-envisioning Homework as an Opportunity

Jonathan Gregg - This session promises to delve into the principles and practices of assigning homework in a way that alleviates the burden on the teacher while still providing meaningful and challenging ways for students to cement their in-class learning.

### Science and the Pursuit of Beauty

Michael Berndt - This session will discuss how the pursuit of beauty has driven scientific beauty, how beauty is found in the natural sciences, why beauty reveals truth, and how these ideas inform the way we teach science in the classical school.

### Block 4

#### C. S. Lewis's The Abolition of Man

Dr. David Diener - C. S. Lewis's The Abolition of Man is a classic work in the history and philosophy of education. In this seminar we will examine its central themes and the key arguments Lewis makes throughout it for absolute values and the training of students' affections as well as their intellects. We will work sequentially through each of the three chapters of the book, discussing both the progression of Lewis's thought and the practical educational implications of his treatment of concepts such as "men without chests," "the Tao," and "the abolition of man."

#### **Executive Power and the Constitution**

Dr. Adam Carrington - The American Presidency is arguably the most powerful political office in the world. This talk discusses the nature of the executive power it exercises, connecting it both to the Constitution and to its fellow branches within the national government.



#### The 1960s: The Cultural Revolution

Dr. Paul Moreno - Hillsdale's Dr. Paul Moreno with lead participants in considering the cultural revolution that was the 1960s in the United States.

#### **Best Practices in History Class**

Jordan Adams - BCSI's Jordan Adams will share and lead a conversation about best practices in teaching upper school history.

#### Wordplay in Vergil's Aeneid

Dr. Eric Hutchinson - Hillsdale's Dr. Eric Hutchinson will lead participants in an examination of Vergil's use of wordplay in The Aeneid.

### **Athletic Directorship: A Classical Approach**

Nathan McClallen - Nathan McClallen, Athletic Director at Founders Classical Academy of Leander, will present on the unique role of an athletic director in a classical school.

### **Keeping Gym Class Orderly and Active**

Cami White - Cami White offers K-6 physical education teachers a variety of ideas that will help keep gym class moving safely and efficiently. Emphasis will be placed on how discipline, consistency, and preparedness are the keys to a successful gym class.

#### **Mathematics & Wonder**

Jonathan Gregg - Tracing the footsteps of Euler, the greatest mathematician to walk the earth, this session will illustrate how mathematics begins and ends in wonder, and will help teachers to restructure their lessons to incorporate the pursuit of wonder in their classrooms.

#### Tenets of a Music Curriculum in a Classical School

Casey Gregg -This presentation will recommend an understanding of music that is proper to a classical framework.

#### **Panel: Senior Thesis**

Michael Berndt, Brandon Muri & Dr. Kathleen O'Toole - Earlier this year, senior thesis teachers from several BCSI schools met to think about guidance for schools in structuring the senior thesis. In this session, three panelists from those meetings will share what was discussed and provide suggestions for developing the senior thesis program.



#### One Teacher's Approach to Embracing the Drudgery of Composition Instruction

Dr. Ellen Condict - In Gjertrud Schnackenberg's "Supernatural Love," the poem's narrator describes a small, careful act of love and attention as "[t]he obligation due to every thing / [t]hat's smaller than the universe." In teaching composition, we often think more

towards conquering the "universe," our grand plan for students to achieve rhetorical sophistication, a plan which expects out of our students big ideas, long papers, and large-scale improvements, especially in their final years of upper school. But the nature of writing demands close attention to the small things, building proficiency with the smaller elements of good writing—the idea, the sentence, the paragraph—through imitation and repetition. This workshop will focus on using in-class writing as the training ground for good writing habits.

### Teaching Rhetoric: Goals, Methods, and Tips

Monika Grzesiak - This talk will focus on the goals of a rhetoric course and practical tips for organizing and teaching it.

### **Chemistry Lesson Planning and Instruction**

Dr. Karin Jackson - This session will give some lesson ideas that incorporate hands-on learning with classical teaching within the chemistry class.

### **Introduction to Transparent Watercolor Techniques**

Julio Suarez - In this studio session, participants will be able to practice the fundamental watercolor skills of painting flat washes and the proper technique for making beautiful calligraphic brush strokes. Applicable to all grades. Supplies provided.

## Block 5

# **English Legal History & America**

Dr. David Stewart - Hillsdale's Dr. David Stewart will consider the significance of England's legal tradition on the American colonists and American system of self-government.

# **Active Latin Pedagogy**

Dr. Patrick Owens - Dr. Patrick Owens, visiting professor at Hillsdale College, will share some best practices for incorporating elements of spoken Latin into Latin instruction.



### **Teaching Academic Skills**

Jordan Adams & Nicholis Wagner - BCSI's Jordan Adams and Nicholis Wagner will share skills and habits that every student should have in order to succeed at school, and strategies for how teachers can foster these in their students.

#### **Nutrition & Physical Education**

Tyler Cortright - Tyler Cortright, Hillsdale's Director of Sports Medicine and Performance, will speak on nutrition in upper school physical education classes. The presentation will include a general overview of macro and micronutrients, how food intake may change based on age or activity level, creative ways for growing and raising your own healthy foods for year-round consumption, and methods used in the college setting for helping students improve their eating habits.

### **Teaching Dance in the Grammar Years**

Cami White - Cami White will present on the importance of including dance in a classical physical education curriculum and how it influences students outside of the gym. Intended for K-6 teachers, the presentation will also introduce the basics of three common dances (Waltz, Foxtrot, and Two-Step) and how to teach these to students. No previous dance experience is required!

### **Conversations with Progressivism**

Jonathan Gregg - This session promises to explore progressive education research, highlighting ideas in the prevailing literature of the field that overlap with the tenets of classical education, providing opportunities for productive conversation with people who may be skeptical of classical education.

# **Practical Aspects of Teaching Art**

Fran Mason - Fran Mason of Ivywood Classical Academy will share practical tips on lesson planning, where to find additional resources, how to administer art assessments, and how to connect art with other subject areas.

## **Encouraging Socratic Discussion in the Music Classroom**

#### **Rachel Holland**

Rachel Holland - Seven Oaks Classical School will present on how to create and use strong Socratic questions music classroom and in planning. The content will be applicable to all grade levels.



#### **Panel: Senior Thesis Case Studies**

Josh Andrew, Amanda Gilmore & James Knabe - In this session, three panelists from various BCSI schools will describe how their schools approach the senior thesis and add their own particular twist on the process.

#### Fahrenheit 451 and Dystopian Literature

Dr. Ellen Condict - Fahrenheit 451 is a great read, brimming with potential for middle-school students as they practice textual analysis and Socratic discussion. Essential thematic questions—about the nature of happiness, the meaning of equality, the role of technology in dystopias, the use of censorship, the significance of books—make reading this book an enjoyable classroom experience. But a focus on the smaller details of text, in the figurative language and grammar at the sentence level, also yields good fruit. This seminar will delve into some of these themes and possibilities for teaching the book as a literary work.

### **Preparing Our Students for College Composition**

Dr. Patricia Bart - The ability to write accurate, succinct expositions of the irreducible facts lies at the foundation of the ability to write responsible, rational, and effective public arguments—whether at the high school or the college level. This session will consider simple means of teaching expository writing about primary works and secondary works that make arguments about them, as a preparation for students writing their own arguments about literary works. The skills and means discussed will, however, be broadly applicable to most high school courses that have a writing element.

## Teaching Fascism and Communism: The Interplay of Events and Ideas

Dr. John Grant - This talk will offer an examination of the historical events, trends, and dominant ideas relating to fascism and communism. It will help history, government, and philosophy teachers better understand what has made these movements so appealing to so many.

# Liberty and Tyranny in Shakespeare's Julius Caesar

Dr. Khalil Habib - Shakespeare's Julius Caesar is the second of a series of plays depicting the rise and fall of classical Rome. The play thematically portrays the rise of the plebeian class and their tribunes and their effect on the heroic tradition and Rome's liberty. Shakespeare presents the rise of the people as the inevitable consequence of Rome's expansion, which ultimately destroyed the republic and paved the ground for the rise of empire and Christianity.

### **Modern Foreign Language Forum**



Tomek Grzesiak - BCSI's Tomek Grzesiak will moderate a forum on modern foreign language instruction. Teachers of any modern foreign language (French, Spanish, etc.) are most welcome.

## **Medieval & Renaissance History Forum**

Dr. Terrill Legueri - Golden View Classical Academy's Dr. Terrill Legueri will moderate a forum for teachers of medieval and Renaissance history.

### **Modern European History Forum**

Jordan Adams - BCSI's Jordan Adams will moderate a forum for teachers of modern European history.

## **Starting Math Clubs**

**Abby Johnson** - Abby Johnson of Golden View Classical Academy will discuss the variety of clubs available to engage students in mathematics in a fun and meaningful way and how to get a math club up and running.

#### **Music Forum**

Aimee Evans - Led by Aimee Evans of Founders Classical Academy of Leander, this presentation will share practical solutions to common issues that arise in upper school music programs.

## **Composition Forum**

Tomek Grzesiak & Dr. Kathleen O'Toole - Hillsdale's Dr. Kathleen O'Toole and BCSI's Tomek Grzesiak will moderate a forum for teachers of composition.

#### **Modern Literature Forum**

Brandon Muri - Founders Classical Academy of Las Vegas' Brandon Muri will moderate a forum for teachers of modern literature.

#### **American Literature Forum**

Ian Atherton - Golden View Classical Academy's Ian Atherton will moderate a forum for teachers of American literature.

# Vengeance, Mercy, and Justice: On Lincoln's Second Inaugural Address



Dr. Robert Garrow - This talk explores some of the depths of Lincoln's Second Inaugural Address—one of the greatest and most profound speeches ever given. Not only does Lincoln meditate on America, slavery, and the Civil War, but he also helps us to understand timeless truths about vengeance, mercy, and justice; divine providence; and the tragic nature of politics. Humanities and civics teachers from across the various disciplines will all benefit from this talk.

### **Physics Forum**

Cris Chacon - This forum, led by Golden View Classical Academy's Cris Chacon, will provide a moderated discussion on physics topics for 8th grade science and high school physics teachers.

### **Chemistry Forum**

Dr. Karin Jackson - This forum will provide a moderated discussion on chemistry topics and teaching ideas for 7th grade science and high school chemistry teachers.

Professional development topics to be discussed throughout the school year were developed in alignment with OSPD and may include, but will not be limited to:

- Classical Education Model
- Core Knowledge
- Singapore Math
- Response to Intervention
- Assigned texts that support the mission of the school
- How to formulate questions that will encourage critical thinking, analyzing meaning, expression of ideas with clarity and confidence
- Data Analysis
- How to train students in Socratic method discussions
- Differentiation
- Assessments
- Norms for the group to follow
- Special Education



Building level staff meetings are held on a weekly basis to analyze data and discuss best practices. Teachers involved in RESA Year 1, Year 2, Year 3 and potentially Year 4 will be provided training and assistance from trained mentors. Teachers will participate to the fullest extent in all activities, RESA meetings, if required, and all training facilitated by the school.

Professional Development will occur formally five times per year for an overall review of data, curriculum, differentiation, and subject matter work. Building level training will be based on the Classroom Walk-Through Tool which is to be completed once per month per teacher by the Headmaster. This data is used to develop teacher specific training, and/or whole school training. The Headmaster and Assistant Principal use the tool to evaluate teachers on a regular basis and provide them feedback with areas for growth identified. Additionally, it is an opportunity for teachers to regularly reflect on teaching and learning.

Teachers use OSPD to develop personal IPDP's. Teachers must state which Standard for professional development correlates to the professional development they attend. All of CCA's provided professional development correlates directly to the OSPD. Professional Development is embedded as an action step, and progress measurements are included to work towards the OIP goals.

Professional development includes the use of self-evaluation as a part of the Adkins Classical Teacher Evaluation System. This evaluation is submitted to the Headmaster who compares the self-assessment against his/her assessment. The results of teacher evaluations will drive training for building teachers annually. Teachers with specific needs will be assigned to training, coaching, and/or conferences.

Professional Development is embedded as an action step within the continuous improvement plan, and progress measurements of the professional development are included to work towards the school improvement plan goals.

Professional Development will be based on the Professional Growth Plan from the Adkins Classical Teacher Evaluation System and the goals for instruction as indicated in the adult indicators that challenge at-risk learners in each section of the Ohio Improvement Plan also known as the School Improvement Plan.

Within the School Improvement Plan, there are baseline, mid-year, and end of year benchmarks. These measurements are chosen by the school to measure formative and summative assessments of each teacher's students. Teachers will be responsible in reporting to regular teacher-based team meetings (TBTs). These meetings are designed for teachers to share where their students are in their progression of the assessed standards. Teachers then decide upon interventions for students who are not understanding the information or for those students who perform on the gifted spectrum, the teachers will decide on high performing interventions to make sure those students are progressing as well.



Each teacher's experience in the classroom is considered and the instructional leadership staff will be prepared to use both MAP and OSTs to determine if each teacher needs more specific professional development to increase the growth and proficiency of their students aligned with the CCIP and the Teacher Evaluation standards for growth.

curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.	Professional Development Plan for School Leaders	6.3d	9) Using the Ohio Standards for Principals 2018, describe how the school will <i>develop</i> , <i>implement</i> , and <i>evaluate</i> a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
--	--	------	--

Cincinnati Classical Academy (CCA) will provide professional development to the school leaders based upon the Ohio Standards for Principals 2018 as follows. The strands serve as categories for the professional development to be provided. CCA will combine internal and external resources as well as ODE provided and recommended development to offer a comprehensive program.

Standard 1: Mission, Vision and Core Values:

The effective educational leader develops, advocates and enacts a shared mission, vision and core values.

Standard 2: Ethics and Professional Norms: The effective educational leader acts ethically and according to professional norms.

Standard 3: School Improvement

The effective educational leader implements collaborative structures and shared leadership to analyze data and causality, align evidence-based strategies to deliberate goals, develop the capacity of staff, and partner with internal and external supports to improve teaching and learning conditions and outcomes.

Standard 4: Curriculum, Instruction, and Assessment

The effective educational leader fosters an environment of effective and rigorous personalized instruction by ensuring each student has equitable access to effective teachers, leaders and learning supports.

Standard 5: Professional Capacity of School Personnel



The effective educational leader supports all staff by promoting and organizing an environment focused on continuous improvement and personal growth to achieve positive outcomes for each student.

Standard 6: Equity and Cultural Responsiveness

The effective educational leader models supports and cultivates a school culture characterized by equity and inclusiveness.

Standard 7: Community of Care and Support

The effective educational leader develops and sustains positive partnerships with and among students, staff, and stakeholders to create a safe and caring school environment.

Standard 8: Meaningful Engagement of Families and Community

The effective educational leader develops and sustains partnerships with families and the community by acknowledging the school as a community resource and understanding the context of its existence within the larger community.

Standard 9: Strategic Staffing

The effective educational leader is integral to the recruitment, hiring, and assignment of staff to ensure representation of diverse expertise and skill sets are aligned to the priorities of the focused plan while also promoting staff professional growth, cultural competence and opportunities for leadership.

Standard 10: School Operations

The effective educational leader develops and implements structures to maximize learning through relationships, management, fiscal responsibility and adherence to district and state laws, policies and procedures.

Professional Development for School Leaders will be implemented to

- 1. Provide teachers with ongoing professional development that reflect plan goals and strategies
- 2. Use Professional Development to create/support building leadership teams and other networks for school leaders
- 3. Monitor and evaluate the implementation of professional development for school leaders



At designated times throughout the year, to be scheduled, professional development will be provided that incorporates each strand. Professional development includes the use of self-evaluation as a part of the Adkins Classical Principal Evaluation System. This evaluation is submitted to the evaluator who compares the self-assessment against the observations and assessments. The results of the Evaluation System will drive further professional development for the school leaders. Development can include training, coaching, and/or conferences. Professional Development is embedded as an action step within the continuous improvement plan, and progress measurements of the professional development are included to work towards the school improvement plan goals. Overall include

- 1. Providing school leaders with professional development in areas that will assist them in developing Building Leadership Teams (BLTs) and Teacher-Based Teams (TBTs).
- 2. Supporting professional development opportunities that allow school leaders to network with and learn from peers.
- 3. Using professional development time to provide space for teams to work on tasks connected to school and district goals and the continuous improvement plan (CIP) and school improvement plan (SIP).
- 4. Using performance-based criteria (assessments, performance framework goals) to identify highly qualified school leaders to serve as professional development instructors and principal supervisors, mentors, and coaches.

Based on student data from assessments, Classical Principal and Teacher Evaluation results, IPDPS performance growth, and Resident Educator Program progress, the professional development will be analyzed for any adjustments and changes to the OIP plan.

Professional Development will be based on the Professional Growth Plan from the Adkins Classical Teacher Evaluation System and the goals for instruction as indicated in the adult indicators that challenge at-risk learners in each section of the Ohio Improvement Plan also known as the School Improvement Plan.

Within the School Improvement Plan, there are baseline, mid-year, and end of year benchmarks. These measurements are chosen by the school to measure formative and summative assessments of each teacher's students. Teachers will be responsible in reporting to regular teacher-based team meetings (TBTs). These meetings are designed for teachers to share where their students are in their progression of the assessed standards. Teachers then decide upon interventions for students who are not understanding the information or for those students who perform on the gifted spectrum, the teachers will decide on high performing interventions to make sure those students are progressing as well.



School Calendar
-----------------

Cincinnati Classical Academy (CCA) will attempt to mirror the calendars of the public school district in order to harmonize available public school bus transportation and school schedules if possible. Excluding lunch period, students will have six and 1/2 hours of daily classroom instruction and 165 days of class (annually 1,072 hours of classroom instruction). The proposed school and attendance calendar is attached and includes professional development and assessment days, vacation days, and number of hours the school will be in session. Parents and students will be notified of the school calendar as it is provided to families upon enrollment. The calendar is also sent home with the student at the beginning of the school year. The calendar is available in the school office and on the school website. A sample school calendar is enclosed as **Attachment C - School Calendar**.

### **Extracurricular Programming**

The school calendar allots time for extracurricular activities. Extracurricular activities are vital to the emotional and intellectual growth of students. CCA's will be targeted to build the seven core virtues (prudence, justice, courage, humility, gratitude, perseverance, and compassion). CCA will offer robust programming to allow all students to explore their interests and strengths. CCA's athletic offerings may include cross country, track and field, basketball, volleyball, and taekwondo. Academic extracurricular offerings may consist of chess, chorus, Geography Bee, Junior Classical League, , Spelling Bee, Student Council, drama, and more.

In planning activities and programs for students, CCA considers the importance of family involvement. Providing great culture leads to outstanding academics, and CCA believes parents are an integral part of our team. Below are a few ways in which the school may engage and celebrate parents:

- Classical Parent Association (CPA)
- Field Trips
- Volunteer Opportunities
- Parent Social Events



Additionally, a CCA Welcome Kit is provided to parents that includes information about parent volunteer opportunities as well as an introduction to the school, its curriculum and the classical education model. A sample of this Welcome Kit is enclosed along with **Attachment C - School Calendar**.

Bell Schedule	6.3.1	10) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core
		content areas. The schedule must demonstrate common planning time for teachers. Please include the
		number of hours per day. If additional services are provided, such as after-school tutoring, include these on
		the schedule.

The bell schedule for Cincinnati Classical Academy is included as **Attachment D - Bell Schedule**. **Please note that this is a sample bell schedule**. **A permanent bell schedule will include all required items including specials and common planning time for teachers and instructional leaders**.



## 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. <a href="https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx">https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx</a>

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 a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.
		2) Describe the school's <u>multi-tiered educational services</u> policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).

1. Cincinnati Classical Academy will provide an education model that focuses on the whole child.

Health. Cincinnati Classical Academy (CCA) will address the mental and physical health of each student. The goal of physical education is to develop physically literate individuals who have the knowledge, skills, and confidence to enjoy a lifetime of healthful physical activity. The physical education program will keep students active, fit, and healthy. It will be used as a time to reinforce the school's culture. Students will be encouraged to participate in group activities, try new sports and challenge themselves. CCA will also provide the resources necessary to address the student's mental health. A culture of support from all teachers and staff are fostered. A great learning environment where lessons in cultural and civic education are taught so that the students want to attend school. CCA's lessons will be supported by a campus that fosters positive relationships between students, parents, and teachers. If any adaptive physical or specialized mental health support is needed, CCA will offer services from third-party specialists. To provide specialized services, CCA will use the services of Total Education Solutions (TES) NexStep, PSI or other reputable provider.



**Safety**. CCA will provide a safe environment for all students. Discipline, ethics, and personal responsibility will be modeled and expected. The school will define a standard of behavior using Six Pillars of Character (responsibility, respect, courage, courtesy, honesty, and citizenship) as complements to the four classical virtues (temperance, fortitude, justice, and prudence) which align directly with Ohio's standards for social-emotional growth and well-being.

CCA will implement a Discipline Policy and code of conduct as outlined in the student handbook. Students are expected to model and reinforce the school's expectations at every opportunity. The school discipline policies will support the education of the students and the overall vision of CCA. Additional information on the Discipline Policy is listed later in this section.

**Engagement.** CCA will engage students by offering both curricular and extracurricular offerings, to nurture the child's humanity. The curriculum offers the best intellectual and cultural traditions of the West as they have been developed and refined over many generations. To engage the student's extracurricular interest, activities, and talents, school groups, and clubs will be offered along with athletic offerings. Parents will be engaged through PTO, field trips, volunteerism, and fundraisers.

**Personalized Learning.** Teaching methods will be modified and differentiated to meet student needs. The success of every student will depend upon his or her consistent effort and perseverance. Each student will receive the support of every staff member whose focus is on academic achievement and a commitment to educational excellence. CCA will automatically provide differentiated instruction in at least two main areas, math and reading and other areas based upon individual need per assessment results. Additional information on differentiated instruction is provided later in this section. Students are provided with the lesson and an academic program based upon the level of skill including gifted education warranted.

Prepared for Success. Classical Education upholds a standard of excellence. CCA's high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel not only in learning but also in character development. At CCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition. CCA will close academic learning gaps enabling students to graduate as highly literate and ethical citizens who are well-prepared to advance into high school and on to other pursuits. The goal is to develop within its students the intellectual and personal habits, virtues, and skills upon which responsible, independent, and flourishing lives are built. CCA prepares its students to be leaders in their homes and communities, entrepreneurs in business, and statesmen in government. Through its content-rich curriculum with a strong emphasis in civics, CCA provides a traditional education with a constant view towards developing exceptional American citizens.



2. Cincinnati Classical Academy (CCA) will provide an academic program to meet the needs of ALL students including those who are experiencing learning, behavior, and other problems as well as English Language Learners, gifted, homeless, and lowest achieving 20%. Additionally, CCA will provide educational interventions to help meet Ohio's Third Grade Reading Guarantee and any student identified as being "at-risk" of not graduating.

Ohio law (ORC 3313.617) requires schools and districts to adopt a policy regarding students who are at risk of not qualifying for a high school diploma. Most often, schools use a Student Success Plan to document experiences leading to anticipated on-time graduation and post-graduation success. Ohio recommends various activities and check-points for schools, students and parents to use. Some of these activities are integrated into coursework, be stand-alone experiences or parts of a school counseling curriculum. The plan is a unique student-focused process that includes academic and career goals. Along with documenting data points such as grades and test scores, this plan also allows students to identify and reflect upon strengths, interests and aspirations. At CCA, as deficiencies are noted in this plan by the SAC, a student could be considered "at-risk" which would initiate intervention practices such as additional and more targeted counseling practices, the inclusion of credit-recovery courses, etc. to correct any deficiencies and move the student to a path of success. Based upon staff capacity and available resources, the student success plans will be reviewed with students no fewer than two times per year.

Particular care will be taken to ensure that a student with disabilities who has an Individualized Education Program (IEP) Transition Plan and is determined to be at-risk through a district's career advising policy will have a Student Success Plan that aligns with but does not conflict with the IEP.

The framework used to identify student learning deficiencies, develop hypotheses, formulate a plan, monitor progress, and analyze results will follow the Response to Intervention (RTI) model. 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 School will have a solid School Accountability Team (SAC) to apply identification, assessing, development, implementation, and monitoring and re-evaluation procedures. The SAC consists of the Headmaster, Dean of Student Learning, Intervention Specialist, classroom teachers, ELL teacher as needed, and parents (as needed). The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.

The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized. The school will set up systems and methodologies to address student needs that may include data-based goals, reflection, and review of instruction and methodology, differentiation of the instruction and other targeted interventions, as well as formative and summative assessments. RTI seeks to prevent academic failure through early



intervention, frequent progress measurement, and increasingly intensive research-based instructional interventions for children who continue to have difficulty. The RTI Model is as follows per Figure 2: RtI.

Figure 2: Rtl

### Tier 1

Tier 1 consists of the general academic and behavioral instruction and support that is designed and differentiated for all students in all settings. School-wide progress monitoring and screenings are used to ensure that core instruction is effective and to identify students who may need additional support in order to be successful. Within the classrooms, students will be assessed at the beginning of each school year based upon Benchmark data for each grade level in each core content area that is developed by the school. In addition to progress that is being observed in the classroom, all students will be monitored by Core Knowledge Assessments. The data will be used to help determine if there is a problem with the core curriculum. As the year progresses, student progress will be monitored, and data will be collected to identify students who are struggling. For struggling students, they will first receive assistance in Tier I through the use of universal interventions within the classroom. These interventions include remedial strategies, classroom/behavior management strategies, small-group instructions, flexible grouping, more instructional time, etc. Interventions are determined by classroom teachers, grade-level teams, and/or school leadership. If, after a reasonable amount of time with progress being monitored and data being collected, these interventions do not result in progress, the students can be referred to Tier 2 and the RTI for a more intense study of what is causing struggle academically or behaviorally.

#### Tier 2

Tier 2 consists of more focused, targeted instruction or intervention and supplemental supports in addition to and aligned with the core instruction provided through Tier 1. For instance, an additional 30 minutes per day may be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in the text. Adjustments can be made within Tier 2 to increase time on task or decrease the student/teacher ratio. The SAC will conduct the student study process and consider, implement and document the effectiveness of appropriate research-based interventions utilizing curriculum-based measures. In addition to the core team members of the SAC, specialists, such as speech therapists, special education teachers, bilingual education teachers, reading teachers, nurses, or social workers can bring valuable perspectives and ideas to the team. A varying number of other individuals will serve on the team, depending on the types of concerns and expertise needed. CCA will use the services of Total Educational Solutions for additional support. In addition to reviewing information collected at the Tier 1 level, the SAC will address culture and acculturation, socioeconomic status, teaching and learning styles and instructional delivery mechanisms in order to rule out other possible causes of the



student's educational difficulties. The SAC, at this level, may develop a written, individual education plan (IEP). Based upon data that indicates that the student has shown over time a significant deviation from their grade-level peers and/or persistent behavioral problems, a plan can be developed that includes a more intense instruction that is provided individually or in small groups and occurs in addition to the general education curriculum. In the area of behavior, a Functional Behavior Assessment and a Behavior Intervention Plan can be developed. If interventions are warranted, CCA will consider the following interventions:

- a. Provide quality, solid, focused instruction.
- b. Provide instruction in smaller groups.
- Teach additional learning strategies.
- d. Change scope and sequence of tasks.
- e. Cover all of the components needed to learn a skill. Avoid the creation of splinter skills, and focusing on the essential components of reading, language and math.
- f. Monitoring student progress more frequently than at Tier 1.
- g. Evaluate student progress more frequently than at Tier 1 to determine whether progress is being made.
- h. Assess the student's response to the new interventions in order to determine whether new or different interventions should be used.
- i. Develop a clear, concise plan of intervention. What is going to be done differently, who is going to do it, when will it be done, where will it be done, and how long will it be done?
- j. Use the written intervention plan to identify measurable outcome and create data-driven adjustments to the intervention process.
- k. Creating a progress-monitoring schedule using a variety of data gathering methods.

Tier 2 interventions will be used in consistent time allotments at least four times per week over a period of nine weeks. At the end of the nine-week period, the SAC will reconvene for additional support and determination on whether the student should remain at Tier 2 or move to either Tier 1 or Tier 3. Because referral to Tier 3 or Special Education is based on RTI data, CCA will implement the interventions exactly as defined in order to ensure consistency in the data that is collected as progress is monitored. A progress-monitoring schedule using a variety of data gathering methods will be developed and implemented by appropriate CCA staff.



Students with disabilities who do not qualify for special education services can be served at Tier 2 or 3 based on the student needs. Academic improvement plans for students facing retention, or for those who have been retained are also the responsibility of the RTI in Tier 2. When it is determined that a student has an obvious disability or a serious and urgent problem, the SAC will address the student's needs promptly on an individualized basis, which may include a referral for a multi-disciplinary evaluation (Tier 3) to determine possible eligibility for Special Education and related services consistent with the requirements of federal regulations at 34 CFR Sec. 300.300.

#### Tier 3

Tier 3 consists of the most intense (increased time, narrowed focus, very small group or individual) instruction and intervention based upon individual student need. Tier 3 supports are provided in addition to and aligned with the core (Tier 1) and supplemental (Tier 2) academic and behavioral instruction, interventions, and supports. If the student does not respond adequately to significant Tier 2 interventions, the student will be referred for a Multidisciplinary Evaluation to determine their need for Special Education services. Tier 3 students are not all eligible for Special Education. If the student does not qualify for Special Education services, the student can return to the SAC team and continue to receive Tier 2 or Tier 3 interventions. Prior to the referral, the SAC will determine if the student has received instruction and interventions that are scientific and research-based. Students identified as a "student with disability" are deemed eligible for Special Education and related services, and an IEP will be developed by a properly-constituted team, pursuant to federal regulations at 34 CFR Sec. 300.321. Either a parent of a student or members of the SAC can initiate a request for an initial evaluation to determine if the student has a disability with the consent requirement in 34 CFR Sec. 300.300. If the student qualifies for Special Education services under the IDEA, specially-designed instruction and related services will be provided through an Individualized Education Program (IEP). If the student does not qualify for Special Education services, the student can return to the SAC team and continue to receive Tier II interventions. Students are assessed continually to determine mastery of skills. Singapore Math is effective in addressing individual student needs as well. The program lends itself to differentiation because of the three stages of learning contained in the materials: concrete, pictorial, and abstract. Students are continually assessed, so teachers know which students are ready to move throughout the stages. Students at the more concrete level are allowed to stay at that stage longer, with tools such as manipulatives, to assist in learning. Singapore Math has been used very successfully with students who are struggling learners in math in addition to students who are English Language Learners. All Special Education services will be in compliance with Ohio code.

**Initial Evaluation.** Students who are referred for testing by an SAC or by a written parental request must first be evaluated to determine whether the student has a disability as identified under the IDEA. This first formal diagnostic evaluation, "the initial evaluation," requires informed prior written parental consent to conduct. The initial evaluation must be completed within sixty (60) calendar days of the date of parental consent. Any re-evaluation



also requires informed written parental consent secured prior to the re-evaluation taking place. The initial evaluation should provide the IEP team with: (a) information it will need to determine whether a student has a disability and requires Special Education and related services; (b) information regarding the student's present levels of educational and functional performance; (c) information to assist in determining educational needs, including accommodations and services.

If a parent initially refuses to sign the consent, "the sixty (60)" day limit begins to run only when the consent is signed. Before any initial evaluation, the parent must provide informed written consent to the testing. The consent to testing is not consented to initial placement. If there is no consent to testing, CCA may file a complaint about a due process hearing. If the parent refuses to consent or fails to respond to a request for consent, CCA has no further obligation. However, there should be clear documentation of CCA's efforts to obtain consent, including copies of correspondence or documentation of phone calls made to the parent. A certified letter should be sent to the parent advising that (1) his or her non- response or refusal to consent is considered a refusal of services; and (2) the child will not be considered a student with a disability for any disciplinary or educational purposes.

The evaluation/assessment must provide for:

- a. Assessing in all areas of suspected disability (including health and development such as vision and hearing);
- b. Selection of evaluation tools that are not racially, culturally, or linguistically discriminatory;
- c. Are administered in the language or form most likely to yield accurate information regarding what the student knows and can do academically, developmentally and functionally;
- d. Selection of assessment tools that assess specific areas of educational need;
- e. Ensuring that there are a variety of tools and strategies used to gather relevant functional and development information;
- f. Information provided by the parent;
- g. Including information on how the student is involved in and progressing in the general curriculum.
- h. Identify any accommodations in test administration that may be necessary.



Assessments/evaluations must be administered by qualified personnel as specified in the instructions provided by the producers of the assessment tool. CCA will follow the rule that informed parental consent must precede the initial evaluation, and the parent's consent to the initial evaluation will not be construed as consent for special education services. All evaluations will be conducted according to the requirements established by IDEA 2004. To ensure informed parental consent, the signature of the parent will be obtained by the evaluator/diagnostician, who can explain the types and purposes of the evaluations to be conducted. The referral packet will be provided to the diagnostic staff in a timely fashion. Not more than 15 work days will pass before the diagnostician meets with the parent to review the assessment plan and secure parental consent.

CCA will assure that assessments of the students with Limited English Proficiency measure what is intended and not the student's English skills. For students with sensory, motor, or speaking impairments CCA will ensure that the assessment measures what is intended. "Parent" may include a foster parent of a child with a disability if Children, Youth and Families Department (CYFD) provides appropriate documentation to establish that CYFD has legal custody and has designated the person in question as the child's foster parent, and if the foster parent is willing to make the educational decisions required by IDEA. Qualified Surrogate parents may be appointed in compliance with 34 CFR Sec.300.519 when needed to protect the rights of a student with a disability. A foster parent who meets all the requirements of 34 CFR Sec. 300.30 may be appointed as a surrogate parent if the public agency that is responsible for the appointment deems such action appropriate (34 CFR Sec. 300.519).

Determination of eligibility and educational need. Upon completion of the initial evaluation, a SAC will be scheduled. A written notice to parents will be sent to inform them of, and invite them to, the meeting. Parents will be afforded sufficient time for response and opportunity to request another time in order to accommodate their schedules. The SAC team is composed of the child's parents and educational professionals such as general teachers, Intervention Specialist, a diagnostician, and related service providers if they conducted an evaluation. The purpose of the meeting is to review the evaluation with the parents and determine if the student is eligible to receive Special Education services. If so, an Individualized Education Plan (IEP) is developed which will provide specially-designed instruction that is tailored to fit the learning strengths and needs of the student. Determination or the reevaluation of eligibility through the Multidisciplinary Team occurs every three years unless an early re-evaluation is warranted.

**Individualized Education Plan.** CCA will be responsible for developing, implementing, reviewing, and revising an IEP program in compliance with all applicable regulations and standards for each child with exceptionalities served by the school. At a meeting, the IEP for a student will be developed by a team including the student, parents, general education and intervention specialist, appropriate ancillary representations such as Total Education Solutions. The IEP will focus on academic, behavioral, and/or social competence and will include therapies necessary to both help the student overcome



difficulties in these areas and have as much access to the general education curriculum as possible. The services, as required by IDEA, will be delivered in the least restrictive environment. The IEP will be reviewed annually or sooner if requested by school staff or the parents.

The Tiers are not a "set" series of interventions or activities that all students move through. Rather, they are fluid and flexible. Students may move from a lower to a higher tier and back again, based on documented need. A student may be successful with Tier 1 supports for behavior and mathematics, require supplemental Tier 2 instruction for reading, and need intensive Tier 3 interventions for writing. As the student progress and the performance gap with grade level and classroom peers closes, the student may no longer need interventions beyond Tier 1. The RtI framework is designed for all students, including general education students and Special Education students with IEPs. "All students" includes those who struggle, those who excel and demonstrate needs beyond the core, and those who are English Language Learners.

### **Screening Process**

The first level of data for RTI will be collected at the start of the school year using both the Ohio Department of Education Diagnostic Assessment Materials for grades K-3 and Measures of Academic Progress. Once results have been collected, the RTL will review the data and identify those students in need of Tier II and Tier III support. An instructional and intervention plan will be created and tailored to each student's specific needs which will include a timeline of follow up assessments to ensure student growth. The plan will be used to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal. These interventions will include instruction, be focused on targeting a specific identified weakness and be implemented consistently for at least three days a week over the course of at least six weeks. In addition, the SAC will create decision guidelines to determine when interventions are no longer necessary, need to be changed, or when a student might be identified for special education.

#### **Assessments**

Student assessment and performance data will be regularly assessed by teachers and administration to guarantee that all students are receiving the support and instruction necessary. CCA will rely heavily upon experienced and well-trained teachers to be constantly aware of individual needs within their classrooms. Teachers and administrators will apply the data gathered to drive the intervention strategies and progress monitoring methods, making sure that each is an efficient use of time and resources. Teachers and administration will hold team meetings to discuss the growth and progress of individual students. The curriculum allows for ease of differentiation, so teachers will be able to readily accelerate or reinforce a student's learning. At our



middle school levels, by offering accelerated and remedial coursework, the school will be able to pace students according to their instructional needs. In middle school, the Dean of Student Learning and Headmaster will work closely with students to ensure proper class placement and promotion.

### **Progress Monitoring**

For each student who does not meet state performance levels in reading, writing, mathematics, and/or science, the school, in consultation with the student's parent, will develop and implement progress monitoring to assist the student in meeting expectations for proficiency. Strategies may include, but are not limited to modified curriculum, reading instruction, after school instruction, and other extended day services including tutoring, mentoring and intensive skills development programs

It is the intention of CCA to use progress monitoring unless the student has a disability and receives services on an Individual Educational Plan (IEP) that more appropriately can address the identified deficiencies. CCA may request that low performing students attend remediation programs held before or after regular school hours or during summer. Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics will continue remedial instruction or supplemental instruction until expectations are met. Progress monitoring will stay active until a student has made sufficient learning gains to illustrate proficiency.

# **Third Grade Reading Guarantee**

To determine whether each student is on track, CCA will administer an Ohio Department of Education Reading Diagnostic Screening measure by September 30 for students in grades one, two and three and by November 1st for Kindergarten. If a student appears to be falling behind in reading, the school will immediately, in conjunction with the parents/guardian, develop a reading improvement plan (RIP) and provide interventions. CCA will continually monitor student's progress under the RIP. While there are a number of factors which affect a student's reading ability, there is ample empirical data that CCA's phonics-based reading model has a high rate of success with even the most disadvantaged students. In other schools affiliated with the Barney Charter School Initiative, even students in the lowest achieving level do read at grade level by the third grade. CCA expects that for all students who have attended the school for at least two years, 95% will meet Ohio's Third Grade Reading Guarantee. If at the end of a student's third grade, it is deemed that the reading ability is insufficient to enter 4th grade, no promotion will occur. If a student is held back to repeat third grade, CCA will institute an individualized daily 90-minute reading program with a specially trained reading specialist. Should the student improve quickly, CCA may, at its administration's discretion, promote the child to the 4th grade early in the repeat year.

#### **Lowest 20% of Students**



Low performing students will be identified through the use of assessment and diagnostic tools. CCA will develop a program to provide the lowest 20% of struggling students with additional literacy instruction, through flexible scheduling blocks, small group setting and differentiated instruction, as well as pull out instruction. An additional 30 minutes per day will be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in text. This 30-minute block will be implemented daily for remediation and enrichment in reading, but also in math, if necessary. Within 30 minutes, there is additional literacy instruction and progress monitor occurs on a weekly basis. Teachers may need to alter the text or use books at the student's reading level to increase comprehension. Re-teaching and re-reading may be used. The interventions are based upon individual student need.

Homework and classwork help will be offered during specific study hall hours throughout the week to assist students in need of extra practice. Teachers will make themselves available during a time that is outside of the instructional block. This additional contact with the student can help provide structured practice and further feedback. When learning gains are not progressing at an appropriate rate, CCA will provide for tutoring. These sessions are programmed within the operating budget and will be applied to those students requiring extra intervention to bring them up to grade level expectations.

Additionally, students will receive differentiated instruction and grouped by ability and/or led through a reading practice regimen designed to meet each student at his or her ability level. In all cases where differentiated instruction is offered to students performing below grade level, the intent of the differentiated instruction will be to bring student performance up to grade level standards. Highly effective teachers will intentionally use all of these strategies to engage students including those performing below grade level in maximizing their benefit from the curriculum.

#### **Homeless Students**

CCA will adopt policies governing student homelessness in an effort to afford equal opportunity education and prevent discriminatory practices. Every student who meets the federal definition of "homeless" will be provided a free and appropriate public education at CCA in the same manner as all other students. When and if necessary, CCA's SAC will take the necessary measures to assure the equal opportunity treatment and education of homeless students. No homeless student will be denied enrollment based on a lack of proof of residency. Meetings with the school psychologist and mental health consulting services will be arranged, if and when necessary.

CCA will conduct outreach efforts that include placing information sheets on equal opportunity enrollment and recruitment guidelines throughout neighborhood locations, which may include schools, shelters, hotels, churches, emergency shelters, community organizations, medical facilities, food banks, Laundromats, and social service agencies. CCA will post its welcoming policies on the website and throughout its literature including the Parent/Family Handbook. Additionally, students' and parents' rights information will be posted in public areas. CCA will make determinations based



upon the definition of homeless according to federal guidelines and the Ohio Department of Education policies. The goal is to ensure that homeless students are offered enrollment and equal opportunity for success and a productive future.

#### **Differentiated Instruction**

Students presenting academic difficulty need programs that address remediation directly and target specific deficiencies. *Literacy Essentials* is appropriate for teaching all students the explicit phonics, reading, and language arts they must learn in order to succeed. Literacy Essentials provides a strong foundation for students who exhibit academic progress and will be an effective remedial program for students with academic challenges. English Language Learner students will also benefit because Literacy Essentials provides limited concepts at a given time and is practiced until students achieve mastery. CCA believes one of the best forms of remediation is through a solid phonics program. By using this program with all students, the school expects to address many student literacy problems before they develop. And students who are reading and writing at a slower pace than their grade cohort will be automatically trained in the language of instruction used in reading remediation—and they will receive remediation as problems are identified.

CCA will incorporate at least a 90-minute morning period in kindergarten through 5th grades focusing on the various aspects of English language study: phonics, reading, vocabulary, study of Latin roots, spelling, grammar, handwriting, and composition, with differentiated instruction for specific student learning needs, timely and specific feedback, and high student engagement to ensure the greatest impact. This morning period will be supplemented with brief periods of punctuated practice throughout the day.

CCA will automatically provide differentiated instruction in at least two main areas, math and reading and other areas based upon individual need. In math, the first of these areas, the school will group students by ability. This process will require a common math period for all K-6 students and possible schedule changes for 7-9 students. Students will be assessed after several weeks of math instruction, and this assessment will provide teachers with both a baseline of student learning and a significant metric for placing students into ability groups. Ability grouping is a significant complement to the Singapore Math program and helps to ensure that students receive the foundation in math that is necessary for understanding upper-level math. At the high school level, a remediation course will be offered in both math and ELA to those students that need more instruction. Teachers at CCA often voluntarily set aside extra time to work with students needing extra instruction during planning periods, study halls and before/after school to help further support those students that are struggling.

#### Gifted



The Core Knowledge Sequence allows for a significant amount of latitude with regard to particular topics and works of literature. Students who are capable of work above their grade level may be given the option to read additional works of literature, read adapted works in an original or longer form, or study history and science content in a more comprehensive form (e.g., by reading upper-level texts or receiving instruction from upper-level teachers). When necessary, additional methods, such as small group learning, will be used to push these students' already accelerated learning. Furthermore, with the use of study halls as additional time used for enrichment.

### **Specialized Services**

Students with special needs will have access to highly qualified Intervention Specialists, contracted behavior and mental health experts, a contracted school psychologist, assistive technology devices (when needed), and access to the full curriculum with supplemental tutoring. All students, if needed, will have access to speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, early identification and assessment of any disabilities, counseling services, and medical services for diagnostic or evaluation purposes. Related services also include school health services, school nurse services, social work services in schools. To provide specialized services, CCA will use the services of Total Education Solutions (TES), NexStep or other entity to ensure adequate student services are available as needed. The following therapeutic and Special Education services are some that may be made available to CCA students through third party contracting:

- Adapted Physical Education
- Board Certified Behavior Analysis and other Behavior Intervention Services
- Intensive Academic Instruction
- Occupational Therapy
- · Para Professional Support
- · School Counseling
- Special Education Coordination
- · Speech and Language Pathology- Assistants and Specialists
- · School Nursing
- School Psychology
- Physical Therapy
- · Behavioral Support Program
- School Nurses Services



### Tutoring

TES and NexStep contracting may provide for Adaptive Physical Education Teachers, Resource Specialists, Behavior Intervention Specialists, and Development Supervisors, School Counselors and Psychologists and Marriage and Family Therapists, School Nurses, Board Certified Behavior Analysts, Special Education Coordinators, Speech and Language Pathologists, Occupational Therapists, Para Professionals, and Tutors and Intensive Academic Instructors.

### **English Language Learners**

English Language Learners (ELL) will receive instruction as related to the 10 ELP standards and 5 stages of language acquisition (pre-functional, beginner, high Beginner, Intermediate, Advanced) and the content/classroom teachers work to modify instruction and assessment by identifying the essential learning of each lesson and unit to determine how the ELL student can show understanding. The model of ELL that is provided by our providers is Inclass/Inclusion Instruction, as recommended by the ODE. In this approach, ELL students are together with their Native-English speaking peers in the same classroom, but an ESL or bilingual education specialist is available in the classroom to support the ELL students. The program will implement best practices that help students become English Language Learners (ELLs). The school will provide the formal and informal English Language Assessments that assess skills (listening, speaking, reading, and writing) of ELLs throughout the school year. CCA contracted services will provide assessments of the strengths and weaknesses of each student to the school personnel for Individual Education Plan planning and will collaborate with the school teachers and the Intervention Specialist to better serve the needs of the student. The school offers highly qualified teachers and other personnel as needed.

For example, the ESL or bilingual education specialist may provide guidance to the ELL students as they are working on a group project or individual assignment. The instructor will provide Inclusion Instruction that focuses on English language functions and forms that ELLs need to develop in order to access standards and to be successful in school. Instructors will work with ELLs within their EPL to work towards mastery of the PLDs and PTs within their levels while receiving content instruction in the classroom with their peers, often through use of the vignettes to encourage successful participation in content-based instruction while working towards content-based goals. The preferred model for our outsourced providers to operate under is the "Sheltered Instruction Observation Protocol (SIOP), Model."

## **Discipline Policy**

CCA will instruct students in the classical virtues, both inside and outside of the classroom. Discipline, ethics, and personal responsibility will be modeled and expected. Students will be introduced to the virtuous behavior of timeless heroes and heroines of literature and history. Moreover, the



school will define a standard of behavior using Six Pillars of Character (responsibility, respect, courage, courtesy, honesty, and citizenship) as complements to the four classical virtues (temperance, fortitude, justice, and prudence). Emphasis upon these standards of excellence will help students learn and develop virtuous behavior alongside patterns of thought and conduct based on high moral standards. Therefore, CCA will implement a Discipline Policy and code of conduct as outlined in the student handbook. Students are expected to model and reinforce the school's expectations at every opportunity. With the support, motivation, and resolve of students, teachers, parents, and the community, CCA will develop students who choose to exercise maturity and respect for each other, for staff, and for the property. Students will learn to take full responsibility for their actions and to make morally sound decisions. To support this goal, students receive explicit instruction in these expectations and feedback on their conduct through citizenship marks on their progress reports. The school discipline policies will support the education of the students and the overall vision of CCA. Through age-appropriate expectations and discipline procedures, an environment where all students can learn without distraction will be created. Staff will act as role models for students, and through open discussions between students, teachers, Headmaster, and family members, students may use the disciplinary time to learn more about themselves and about others, and learn the value of making ethical decisions.

CCA also enforces the dress code policy to reinforce a structured school culture and to prevent potential distractions from the academic endeavors of our students. The goal of CCA is to provide students with a classical education, leading them to have exceptional academic skills and personal character. CCA believes in the importance of a virtuous staff, who display behaviors students can imitate. Staff will be trained and have a solid understanding of the expectations of CCA and will be able to provide appropriate guidance for students. In line with the goals above, CCA believes that its policies for student behavior are practical and will be effective in building good character. Teachers will be the first to recognize poor behavior and may note the need for disciplinary action. If the child's poor behavior continues or disrupts the learning environment in the classroom, the student may be referred to the Dean of Students or Headmaster.

Parent involvement and community collaboration are critical to student growth and will provide the educational investment necessary to develop students into a skilled workforce and responsible citizenry. As such, CCA expects parents to support the mission and vision of the school. CCA hopes parents will set good examples for their children, encourage them in critical thinking skills, provide them quiet study space at home and teach them effective study skills. To make sure parents have the opportunity to be fully involved in their children's lives, teachers will communicate with parents on a regular basis. CCA believes that family is an integral part of each student's life; thus, parents will be informed of behavior, social, and/or academic problems of their child. The following is a sample of the discipline procedures.

#### Level 1: In the Classroom



Grade K-3: Character Cards: Students either have cards or a chart in the back of the classroom. Students guilty of a particular infraction will be told to put a hole punch in their character cards. More sophisticated systems involve putting a hole next to the virtue that the student has trespassed (e.g. "respect" or "integrity") or even rewarding students for practicing virtue by identifying these acts with stickers. Teachers should review the hole punches at the end of the day and make necessary notes for the parent. Each character card will go home at the end of the week and return with a parent signature.

Grades 4-6: A potential variation on the character card will be used.

Grade 7-9: General classroom management procedures with escalating consequences.

#### Level 2: In the Classroom

Grade K-3: Character card punches followed with various classroom management procedures, up to and including recess and lunch detentions.

Grades 4-9: Classroom management procedures, up to and including after-school detention and parent communication.

An examination of character form is used for all students to help them further address and understand the failure to practice the virtues of CCA.

### Level 3: Office Referral, Basic Offense

All grades: Office referrals follow the general plan in the handbook with escalating consequences for repeated infractions.

## Level 4: Office Referral, the more grievous offense

All grades: Some offenses as determined by policy and administrative discretion will require escalated consequences without repeated action (e.g., physical harm, destruction of property). The Dean of Students will implement several levels of offense/consequences as a matter of policy that gives him/her the flexibility to assign reasonable consequences.

Parallel to the behavior policy will be a policy that addresses school uniform violations.

## **Special Education**

Upon admission or identification of any disabled student, the school will comply with all federal and state laws regarding the education of students with disabilities. The school will work with Total Education Solutions (TES) and will provide all necessary related services by staffed Resource Teachers, Intervention Specialists or contracted service providers. The school has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The final level of support includes Special Education, where students are provided



Individual Education Plans that identify yearly goals, services, accommodations and modifications for students who qualify. For students with emotional or behavioral disabilities, services can include (but are not limited to) social skill groups, small group interventions, 1-1 interventions, separate classrooms for a partial or full day, and support of the Intervention Specialist. Students who need SPED will have access to highly qualified Intervention Specialists, contracted behavior and mental health experts, a contracted school psychologist, assistive technology devices (when needed), and access to the full curriculum with supplemental tutoring. Students who require Special Education will have access to Intervention Specialists, contracted behavior and mental health experts, a contracted school psychologist, assistive technology devices (when needed), and access to the full curriculum with supplemental tutoring through the services of a contracted provider like NexStep or Total Education Solutions. Teachers with students requiring specialized services will complete an intake form for referrals.

## **Behavioral Policy for Special Education**

IDEA 2004 states that school personnel may consider any unique circumstances on a case- by- case basis when determining whether to order a change in placement for a student with a disability who violated a code of student conduct. Therefore, the Headmaster will consider each set of unique circumstances in deciding whether to seek a long-term disciplinary removal of a student with a disability.

#### **Manifestation Determination**

Should the school recommend a change in the student's placement due to a disciplinary offense, the school, parents, and relevant members of the IEP will review all information in the student's file, including the child's IEP, any teacher observation and any relevant information provided by the parents to determine if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability, or if the conduct in question was the direct result of the school's failure to implement the IEP. Should the manifestation determination conclude that the conduct in question was not caused by the child's disability; the IEP team is charged with determining an interim alternative education setting for the student. If it was determined that the child's behavior was related to the disability, the IEP team is to return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the Behavioral Intervention Plan.

## Functional Behavioral Assessment (FBA) & Behavioral Intervention Plan (BIP)

A functional behavioral assessment is completed when a student's behavior interferes with his or her learning or the learning of others. If a manifestation determination finding shows that a student's behavior was related to his/her disability, then the IEP team will conduct a functional behavioral assessment and implement a behavioral intervention plan for the child, unless a FBA was already conducted prior to the behavior in



question. If the school already has developed and implemented a BIP for the student, the IEP team will review the plan and modify it to address the behavior in question.

#### **Alternative Assessment**

CCA understands that Alternate Assessment must be developed for students with severe cognitive disabilities and that accommodations must be made as determined by an IEP team. If a student enrolled has disabilities that preclude him/her from valid and reliable participation in general assessments, an alternate assessment will be used to gather information on the standards-based performance and progress of the student. Teachers can use the results from each year to identify goals, program needs, and student growth. Compliance with Section 504 / American Disabilities Act

CCA agrees to provide the full range of accommodations and services necessary for students with disabilities, as described in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, to participate in and benefit from public education programs and activities.

### **Student Information System**

CCA may use the Data Analysis for Student Learning (DASL) as its Student Information System (SIS). DASL is a state-of-the-art, comprehensive web-based student information management and decision support system solution for schools. DASL will assist teachers in tracking behavior, attendance, discipline and interventions.

**Information Data.** Student data from the enrollment application will be entered into the SIS prior to the first day that students are educated. The hard copy of the application will be filed along with the birth certificate, proof of residency, and supporting documents. Regular data verification checks will be conducted to ensure data is correct. The Office Manager inputs the data into SIS and processes the verification checks.

**Test Data.** For reading, math and writing diagnostic data, the classroom teacher administers the assessment and collects the final results. The Office Manager enters the data into SIS. The Educational Empowerment Group (EEG)Data Coordinator extracts the data from the DASL and will upload it into EMIS for grades K-3. For the state assessment results, the Data Coordinator will upload the information into the DASL and EMIS. The test results for the NWEA assessments will be uploaded and maintained and analyzed by the school.

**School specific data**. Formative Assessment data is tracked at the school using a template that analyzes student mastery, divided by standard. The Unit assessments are administered at the beginning and end of every instructional unit. Upon completion of course content units and scoring of the post



assessments, teachers will complete a Unit Analysis Worksheet for review with the Teacher Based Teams. At the end of every testing cycle, the student performance data is collected, compiled, and reviewed with Teacher Based Teams and presented to the SAC.

Attendance Data. CCA understands that in order to accomplish the school's mission, students must attend school every day. CCA works closely with parents, teachers, and students to combat truancy. The Office Manager will record attendance schedule in DASL, which will also capture tardiness. The Office Manager, the Dean of Students, the Headmaster and the Board of Directors will all review testing, enrollment and attendance data at regular board meetings.

**Process.** To report accurate and timely data to the Ohio Department of Education (ODE) the EEG Data Coordinator sends required state data records from DASL directly to the ODE Data Collector. The Data Coordinator accesses ODE's Data Collector and uploads the data from the school sent from the DASL into the Data Collector. The data is reviewed for accuracy, certified, and submitted to ODE. DASL holds and sorts all data. It also converts data to be read by EMIS once uploaded into the Data Collector.



# **6.4a Goals and Performance Indicators**

	ting the goals established in its school improvement plan. The school improvement plan will so and updated as needed. Revised plans will be submitted to the Sponsor.
Schools newly chartered with Charter Schools	ool Specialists will establish an school improvement plan by September 30 <sup>th</sup> .
· · · · · · · · · · · · · · · · · · ·	dards, which include but are not limited to, all applicable report card measures forth in R.C. 3302.03 or R.C. 3314.017.



## **6.5 Assessment Plan**

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

Nationally Normed Assessment	6.5	1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice
		per year and the administration should be identified on the school calendar. Which Nationally Normed  Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth
		Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30 <sup>th</sup> of each year.

Cincinnati Classical Academy (CCA) will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) twice per year. NWEA is a trusted resource for measuring individual student achievement, calculating student growth, projecting proficiency on high-stakes assessments, and comparing a student's growth to that of students across the country. The MAPs are state-aligned computer adaptive tests that accurately reflect the instructional level of each student and measure growth over time. MAP Growth reveals how much growth has occurred between testing events and when compared to norms, shows projected proficiency. CCA can track growth through the school year and over multiple years; and will be able to compare students' performance against norms to evaluate programs and improve instruction. MAP assessments provide a sensitive metric for measuring and comparing growth among students from differing schools, districts, and states. MAP also offers outcome measures that are important for the development of new educational programs for improving student learning. Ohio also has identified the NWEA/Map Assessment on the list of approved vendors for the Third Grade Reading Guarantee. In addition, teachers can easily identify where instruction needs to take place and for whom and to what degree. The MAP will be given to students three times per year. Each test session will be followed by score reading and reporting for each subject area and identified by the teacher. See the school calendar for dates.

Tests developed by NWEA use a scale called RIT to measure student achievement and growth. RIT stands for Rasch UnIT, which is a measurement scale developed to simplify the interpretation of test scores. The RIT score relates directly to the curriculum scale in each subject area. It is an equal-interval scale, like feet and inches, so scores can be added together to calculate accurate class or school averages.



**Student Growth Measures**: The school will use the following types of Student Growth Measures Value-Added, an approved vendor assessment (NWEA-MAP), and Locally Determined Measures (SLO's). These growth measures will be considered as a part of the overall teacher evaluation process in the Adkins Classical Teacher Evaluations.

Ohio's State Assessments	6.5	2) All required state assessments must be included in the school's assessment blueprint and calendar.
		Confirm use of specific state tests, how the data will be collected and distributed to Board of
		Directors, staff, students, parents, and how the results will impact professional development and Ohio
		Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness
		Assessment.

Cincinnati Classical Academy (CCA) will measure academic proficiency longitudinally in terms of annual progress on the K-3 Reading Diagnostic Assessment, Ohio English Language Arts Test (ELAT), and the Ohio State Assessments, and interim progress during the school year on the Northwest Evaluation Association (NWEA) assessment.

Third-grade students will participate in the fall state reading assessment exam for Third Grade Guarantee. State diagnostic assessments will be administered to students in K-3 and Kindergarteners will be assessed with Kindergarten Readiness Assessment (KRA). CCA will administer the KRA to all Kindergarten students within the administration window. The assessment covers six areas: language and literacy, mathematics, science, social studies, physical well-being, and motor development, and social foundations, which include social and emotional development and approaches toward learning. Students are assessed in the following ways:

- Observation Teachers will use a rubric with three description levels for the skill(s) being measured.
- Selected response questions Teachers have a scripted prompt that could include a story or pictures and a question with answer choices.
- Performance tasks These require an action or verbal response from the child in response to a scripted prompt, such as producing a rhyming word. The school will use the information gathered from this assessment to inform instruction and provide academic, functional, and behavioral interventions for any student not meeting expectations.



Students who are identified as off-track will receive individually selected interventions per the identified area of need, and a plan will be created and executed.

Ohio Test of English Language Acquisition (OTELA). State and federal law require an annual assessment of K-12 Limited English Proficient (LEP) students to measure their English language proficiency. The OELPA and AASWD will be administered as needed.

### **Additional Non-Required Assessments**

CCA will administer the ELAT annually in order to measure students' academic proficiency on state-mandated academic standards for grades 3-9. The ELAT and End Of Course Exams will allow the school to compare results with schools in Lucas County as well as schools across Ohio. In 2020, CCA will administer the newly adopted tests for the Common Core. The AASCD will be used, when appropriate, with Special Education students who qualify to take this assessment. The AASCD assesses the following grades and the following areas: math, science, social studies, and reading.

### **Sharing Data and OIP**

CCA will annually, analyze and report assessment data and academic success to the Board of Directors, staff, and parents. CCA will share the school's annual state assessment with results with parents and guardians through email, links on the school website, and in a letter sent home with students. Results of all state testing will be compiled and used to evaluate the OIP. Assessment windows are included on the school calendar and placed on the website. Successes in improvement will be saved to be replicated, and critical needs will be further evaluated in order to assess the curriculum, instructional strategies, teacher performance, and other resources.

The School Accountability Committee (SAC) consisting of the Headmaster, Assistant Principal, Dean of Students, the Intervention Specialist, and Teacher-Based Teams, will provide a detailed report of student achievement data and OIP progress to additional key stakeholders in scheduled meetings throughout the year as data is received. The Headmaster and Assistant Principal will facilitate discussions of state results as it relates to the improvement planning and will discuss changes that need to occur individually with teachers during their planning meetings. Teacher professional development will be adjusted and updated to reflect the needs of the school as dictated by state testing results.

Formative Assessments	6.5	3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.
-----------------------	-----	--



Formative Assessments will be used to monitor and analyze student progress through such practices as

- Ø Teacher-developed pre- and post-assessments
- Ø Teacher-developed rubrics
- Ø Singapore Math assessments that will be used as placement tests and as a means to demonstrate mastery of the material taught at each level. If a student masters 80% or more of the content, they can move up a level. If not, they can begin instruction at that level, or repeat it. The placement tests can also be used as an exit test for each respective level.

These measures will enable the analysis and improvement process to occur through evaluating data and making instructional decisions with regard to students, teachers, instructional content, curriculum, resources, instructional strategies, and pacing. The School Accountability Committee will review teacher-created assessments to determine which students need increased amounts of academic intervention. In response to the data, leaders and teachers will adjust student schedules for tutoring and/or one-one or small group instruction.

Formative assessments will be the basis for adjusting the education program by the Response to Intervention (RTI) and teacher-based teams (TBTs) for each student in order to improve academic performance. Assessments will be used by the RTI Leadership Team (RTL). An instructional and intervention plan will be created and tailored to each student's specific needs which will include a timeline of follow up formative assessments to ensure student growth. The plan will be used to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal.

Through teacher-based teams (TBTs), data is shared across grade levels. As a part of the Ohio 5-Step Process, formative assessment is analyzed by TBTs, which meet every week to discuss data and share ideas. The TBTs process is evaluated each month by administrators during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes.

That data is the basis of professional development. The TBTs process is then reviewed by the Headmaster and Assistant Principal in efforts to ensure where additional training is needed. The process for developing formative assessments is a part of the professional development plan offered to teachers. Formative Assessments is one of the topics scheduled for professional development for CCA staff.

CCA will share data across the school and with parents/guardians via email, the website, and information sent home to parents. CCA may use an online grading platform such as Infinite Campus. Data will be shared with teachers at planning meetings and during professional development that will include



intra and inter-grade meetings to allow teachers to vertically plan (further ensuring that skills are taught and reinforced from grade to grade) and collaborate to meet the needs of specific students. If data is unacceptable across classes, grade levels, or within the entire school, the instruction method, curriculum alignment, rigor, and use of resources are monitored and discussed by the members of the teams accordingly. Weekly and bi-weekly check-ins for improvement occurs and is reviewed within meetings. The data will inform the need for any spiraling within the unit or pacing guides, or the elimination or addition of content by classroom/content/grade level or school in the curriculum.

Data will be shared with Hillsdale College and the Barney Charter School Initiative (BCSI). CCA will benefit from a strong, ongoing working relationship with Hillsdale College. The College will instruct and guide administrators and teachers, design the curriculum, and provide coaching and support. Along with the Hillsdale College K-12 Education Office, and select Hillsdale College professors, the College also enlists the services of additional experienced teachers in classical education to conduct teacher training. These sessions and workshops are conducted during the summer months, and Hillsdale personnel also offer assistance during the school year.

Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
-----------------------	-----	---

Cincinnati Classical Academy (CCA) will administer a parent, teacher, and student survey annually, to evaluate satisfaction and support. Any indicating metric approval rates of less than 80% will be brought to the Board's attention. Monitoring student opinions about academic progress, environment, teachers, support structure, and education program provide the data needed to provide an optimal model. Information from surveys assists leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. The school goal is to provide an environment that supports teaching continuously. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey. At or near the end of the school year, parents will be asked to complete a comprehensive satisfaction survey designed to assist the school in assessing areas where improvement may be necessary. Parents can also provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings.

Additionally, the school will measure and evaluate other non-academic statistics including year-to-year student enrollment figures and student daily attendance averages.

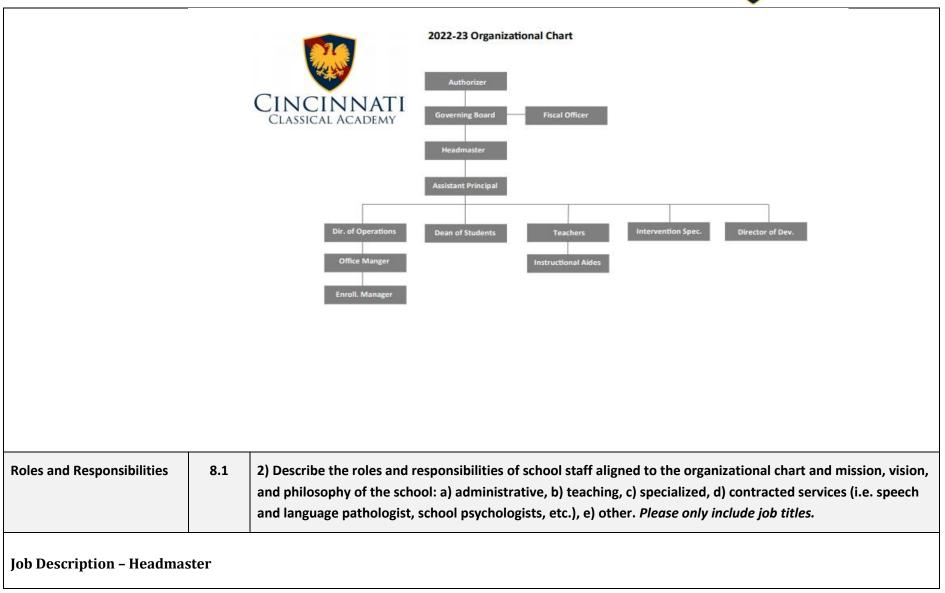


Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.

Student performance at Cincinnati Classical Academy (CCA) will be measured through diverse methods beyond standardized assessments. Students will be measured by teacher-created projects based on the history and citizenship standards using a school-wide adopted rubric. Students will conduct activities and presentations which will guide teachers in evaluating performance. Upper grade students will research, write and orally defend a thesis paper, which will be evaluated by a panel of at least three expert evaluators. Select students will design, conduct, and report on an independent science experiment, and present their findings to a panel of at least three expert evaluators. By the end of the first year, students will be asked to adequately draw and label a picture (Kindergarten) and/or define in writing (grades 1 – 9) the character pillars of Responsibility, Respect, Courage, Courtesy, Honesty, and Citizenship, and will be asked to describe in writing and/or orally, instances when those pillars have been demonstrated by their classmates. Students will maintain portfolios of their writing assignments throughout their CCA education and be measured from beginning to the end of each year on performance including improvement and achievement.

8.1 Organization and Staffing  Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.		
Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).







The CCA Headmaster serves as the educational leader and chief administrator, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school. The Headmaster will articulate and implement a culture of pride and high behavioral and academic expectations at the school. Achieving academic excellence requires that the school Headmaster work collaboratively to direct and nurture all members of the school staff to communicate effectively with parents. Inherent in the position are the responsibilities for scheduling, curriculum development, extracurricular activities, personnel management, emergency procedures, and facility operations. In collaboration with the Dean and Operations/Business Manager, the Headmaster is expected to build and maintain a healthy student and adult learning community. The Headmaster will be accountable directly to the Board of Directors. The role is responsible for implementing the mission, vision, and philosophy of the school. The job description and performance expectations are listed below.

### Responsibilities:

- 1. Provide oversight to the Assistant Principal, Dean of Students, and all staff.
- 2. Ensure the established policies and procedures are in place and enforced equitably for all participants of the school including students, staff and leadership.
- 3. Provides effective guidance, support, coaching, assistance, and supervision to all members of the leadership team.
- 4. Supervises all school personnel directly or indirectly.
- 5. Serve as the chief administrator of the school in developing, implementing and communicating policies, projects, programs, curricular and non-curricular activities in a manner that promotes the educational development of each student and the professional development and growth of each staff member. Conceptualizes goals and plans accordingly to ensure that procedure and schedules are implemented to carry out the total school program
- 6. Ensures the school program in its entirety is compatible with the legal, financial and organizational structure of the school system.
- 7. Define the responsibilities and accountability of all staff and support staff and develop plans for interpreting the school program to all constituents.
- 8. Identifies objectives for the instructional, extracurricular and athletic programs of the school.
- 9. Supervise and evaluate student and staff performance and progress in the instructional program.
- 10. Encourage the use of community resources, cooperate with the community, interpret the school program for the community and maintain communication with community members.
- 11. Manages, directs and maintains records of supplies and equipment necessary to carry out the daily school routines.
- 12. Organizes, oversees and provides support to various services, supplies, materials, and equipment necessary to carry out the school program.



- 13. Assume responsibility for the health, safety, and welfare of students, employees and visitors.
- 14. Establish procedures for safe storing and integrity of all public and confidential school records. Ensure that student records are complete and current.
- 15. Design, implement and revise systems to maintain a safe and orderly building in every aspect of the school program before, during and after sessions.
- 16. Produce a school designation of effective or higher.
- 17. Monitor all discipline files and documentation necessary for parent meetings.
- 18. Educate Dean on the Board and State policies to ensure transparency.
- 19. Provide the management company with all relevant data and reports to effectively manage school.
- 20. Serve as the leader and chief administrator of the school's administrative team
- 21. Organize and oversee weekly leadership meetings.
- 22. Applies the laws and regulations of state and federal authorities governing the education of persons with disabilities, including proper testing and program implementation.
- 23. Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

# **Job Description - Assistant Principal**

The Assistant Principal is a full-time, salaried position with a 12-month work schedule, beginning July 1, 2022. The Assistant Principal is one of the educational leaders of the school as a member of the Headmaster's administrative team. The Assistant Principal will report to the Headmaster.

### **Position Overview**

The Assistant Principal is a lead member of the Headmaster's administrative team, assisting with the planning, coordination, and supervision of the day-to-day operations of the school. He or she will also assist with evaluating and developing faculty, maintaining student academic records, and coordinating class schedules and testing.

The Assistant Principal's essential duties and responsibilities are as follows:



### Leadership

- Serves as administrative assistant to the Headmaster, relieving him/her of administrative details as needed in the planning, coordination, and supervision of the day-to-day academic operations of the school office
- Promotes and maintains a positive and effective school climate by ensuring that all interactions with staff, students, parents, and the public at large are prompt, efficient, helpful, and friendly
- Participates as a member of the Headmaster's administrative team to advance programs and address problems in light of the school mission
- Assists Headmaster in the recruitment and selection of applicants for school-based academic positions
- Assists the Headmaster in developing and executing orientation programs for students and parents

# **Faculty Development**

- Assists Headmaster with the design and implementation of **faculty** professional growth events held during the school year and in the summer
- Assists the Headmaster with planning for faculty meetings and in-service days
- Assists the Headmaster with designing and directing orientation of new faculty and ongoing programs of faculty formation
- Assists the Headmaster with the process of faculty evaluation/class observation and provides teachers with constructive, actionable feedback
- Tracks the certification and accreditation process for faculty and administration
- In consultation with the Headmaster, recruits Resident Educator mentors, matches mentors and Resident Educators, and for each pair monitors the progress of the mentoring program required by the Ohio Department of Education
- Attends state training programs for Resident Educator mentors and ensures that mentors complete required training
- Chairs the Professional Development Committee (LPDC), including overseeing the election of elected members and carries out these functions in accord with Ohio Department of Education guidelines
- Maintains and develops IPDP forms and processes in consultation with the LPDC
- Reviews and approves applications for new and renewals Ohio teaching licenses
- Informs the faculty about licensure requirements and updates faculty of new developments, such as Ohio's four-tier licensure

### Administration

- Prepares the master class schedule and room assignments for the beginning of the school year, and updates schedules and room assignments throughout the school year as needed
- Supervises the grading and reporting process, maintains complete academic records on all students, and provides appropriate statistical analysis of grades and major grading patterns for the Headmaster
- Plans school events of an academic nature, including student award assemblies and parent-teacher conferences



- Coordinates, schedules, and implements all state-tests according to the Ohio Department of Education
- Assists the Dean of Students with immediate student disciplinary issues in the event of the Dean of Student's absence

#### Other Duties

- Appears routinely around the school and at many parent events
- Acts as head of school in the absence of the Headmaster
- Assists the Dean of Students with before-school and after-school car-line routines and procedures
- Teaches one class in certified subject area

#### **Qualifications**

The Assistant Principal shall be a person who is well-organized, well-rounded, engaging, and who has the ability to facilitate growth and collaboration inside and outside of the classroom. Additionally, strong candidates will:

- Provide evidence of an ability and commitment to furthering the classical mission and vision of the school.
- Have a minimum of five (5) years of relevant professional experience with an advanced degree in educational administration or a related field
- Show demonstrated track record of success in teaching and leadership experience in a school setting
- Hold an Ohio teaching license
- Hold an Ohio Principal certification or equivalent, or show a willingness to pursue principal certification

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

## Job Description - Dean of Student Life

The Dean of Student Life is a full-time, salaried position with a 12-month work schedule, beginning August 1, 2022. The Dean of Student Life is one of the educational leaders of the school as a member of the Headmaster's administrative team. The Dean of Student Life will report to the Headmaster.



### **Position Overview**

The Dean of Students manages the behavior programs for the school and models how to establish strong, mutually respectful relationships with students and families. This position requires a visible presence in all areas of the school and is responsible for all issues relating to the well-being of the students during their time at the school.

The Dean of Student Life's essential duties and responsibilities are as follows:

### Leadership

- Assists the Headmaster in the recruitment and selection of applicants for faculty positions
- Establishes and maintains professional and cooperative working relationships with all members of the school community: parents, students, staff, neighbors, and supporters
- Establishes programs and communication procedures to encourage committee participation, student organizations, community support and extra-curricular activities
- Prepares recess monitor supervision schedule
- Promotes and maintains a positive and effective school climate by ensuring that all interactions with staff, students, parents, and the public at large are prompt, efficient, helpful and friendly

# Discipline

- Develops and maintains student discipline procedures following established guidelines
- Assists Headmaster in developing attendance and discipline referral and reporting procedures for campus-wide use
- Develops parental notification procedures
- Communicates and meets with parents regarding student conduct
- Maintains student discipline and follows through with documentation
- Meets with students who have received disciplinary referrals in order to determine disciplinary and/or remediating actions
- Supports teachers to resolve differences in communication with parents and students
- Supports teachers in building positive relationships with parents
- Develops and maintains the Academic Honor Code and meets with students who have received academic violations (plagiarism, cheating, etc.) in order to determine disciplinary and/or remediating actions
- Supervises the preparation of student enrollment and attendance report



## **Student Affairs Management**

- Prepares and processes field trip requests
- Supervises the Aftercare program and the Aftercare Program Coordinator
- Schedules after-school club meetings and coordinates athletic events (but does not need to be present at them)
- Designs, organizes, and supervises before-school and after-school car-line routines and procedures

#### **Other Duties**

- Plans and implements all safety drills including fire, severe weather, and internal security drills
- Appears routinely around the school and at many parent events
- Teaches one class in certified subject area as directed by the Headmaster

### **Qualifications**

The Dean of Students shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and faculty. Additionally, strong candidates will possess:

- Ability and commitment to furthering the classical mission and vision of the school
- Ability to exercise excellent judgment and decision making
- Excellent problem-solving and negotiating skills
- Bachelor's degree at minimum; Master's degree preferred
- Ohio teacher license or the willingness to pursue licensure
- A minimum of five (5) years of experience as a classroom teacher or school administrator
- Demonstrated track record of success in teaching and leadership experience in a school setting

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

# **Job Description - Director of School Operations**



The Director of School Operations is a full-time, salaried position with a 12-month work schedule, beginning June 1, 2022. The Director of School Operations will report to the Headmaster.

### **Position Overview**

The Director of School Operations performs administrative and supervisory work in the non-academic operations of the school. This includes financial management, purchasing, event planning and management, student transportation, and the food service program. He or she works to ensure the operational success of the organization, ensure contractual and regulatory requirements are met, and that resources are managed effectively.

The essential duties and responsibilities of the Director of School Operations are as follows:

### Leadership

- Assists the Headmaster in developing and overseeing the evaluation of the organizational philosophy, goals, and objectives reflecting school, sponsor, and state goals
- Assists the Headmaster in developing and maintaining a positive school/community climate and a safe and healthy environment conducive for academic success
- Maintains liaison with outside agencies, including, but not limited to, the Ohio Department of Education and the sponsor

### **Financial Management**

- Maintains knowledge of all laws and changes in laws, regulations and rules applicable to school finances
- Works with charter school consultant to monitor school compliance with applicable laws, regulations, and rules
- Monitors and reports on school's financial stability
- Works with the Licensed Fiscal Officer in performing the following:
- o Coordinating the development of, and prepares, school site general fund and special projects budgets
- Preparing budget transfers as appropriate
- o Preparing and maintaining purchase orders and other expense records
- Approving, logging, and monitoring expenditures
- o Reconciling site records with monthly reports
- o Resolving discrepancies
- o Ensuring expenditures are within budget allowances for the month and year
- Procures supplies, materials, equipment, and inventory management
- Supervises requisitions, receives, and distributes/stores classroom, school office and work room materials and supplies; maintains ongoing inventory; processes packing slips.
- Reviews monthly financial reports and updates monthly financial estimate templates



- Works with payroll firm to provide oversight on payroll processes
- Works with charter school consultant to assure all required government documents are timely filed to maintain the status of the school as a tax-exempt organization, to maintain up-to-date tax returns, and to maintain any other documents required by board of directors, the state of Ohio, and the federal government
- Assures that all terms of the contracts held by the organization are being met

#### **Human Resources**

- Prepares necessary forms to hire, terminate or authorize special payments to staff
- Cooperates with all staff to implement policies and procedures at school (e.g., compensation, vacation/sick days; recruitment screening, background checks, etc.).
- Oversees the processing of all new hire paperwork
- Maintains personnel files for all employees
- Serves client and employees, including teachers and school administrators, by handling day-to-day questions and helping resolve work-related problems
- Recruits for open positions and performs the full life cycle of recruiting activities including sourcing and screening applicants, maintaining recruiting systems, drafting offer letters, providing follow-through with candidates, supporting hiring managers, and reporting recruiting statistics
- Leads employee on-boarding activities; answers employee questions and provide support to managers when integrating new hires into the school
- Implements fingerprint-supported background checks and teaching certification checks of all applicable employees
- Administers employee benefit programs, answers employee questions, supports claims resolution, and maintains related systems
- Supports the performance review process; provides employees and managers with information about the process, policies, job duties, and process for promotion
- Coordinates and ensures completion of employee exit interviews
- Ensures compliance with applicable employment laws and regulations.
- Serves as school's Title IX Coordinator and Disability Rights Coordinator

## **Other School Operations**

• Arranges IT support for faculty and staff; support of campus networks, computers, video, security and other safety systems; and other campus technology



- Works with IT contractors to ensure campus technology is reliable and secure through management of enterprise backups, upgrades, maintenance, and monitoring
- Oversees the student transportation program, assisting with bussing from school districts
- Oversees all food service and cafeteria activities
- Plans and manages for efficient use and maintenance of the organization's facilities, including custodial services and building security
- Other appropriate duties as assigned by the Headmaster

## **Computer Skills**

To perform this job successfully an individual must have knowledge of Google Workspace, accounting software, order processing software, spreadsheet software, and word processing software.

# Qualifications

- Master's degree in Public Administration or Business Administration or related
- Minimum of five (5) years related professional experience
- Enthusiasm to assist Cincinnati Classical Academy in becoming a nationally regarded K-12 classical school and serving as a local leader in K-12 education.
- Effective interpersonal, oral, and written communication skills
- High level of attention to detail

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

# Job Description - School Office Manager/Receptionist

The School Office Manager/Receptionist is a full-time, salaried position with a 11-month work schedule, beginning August 1, 2022. The School Receptionist will report to the Director of School Operations.

# **Position Overview**



The School Office Manager/Receptionist is the gate-keeper of the school office, providing a warm and welcoming atmosphere for students, staff, parents and visitors. He or she also completes administrative tasks and supports the school administration.

The School Office Manager/Receptionist's essential duties and responsibilities are as follows:

- Answer incoming phone calls in a pleasant, informed manner for the purpose of providing and creating a positive image and first impression of the school
- Greet all incoming students, families, and guests respectfully and professionally, determining their needs, checking scheduled appointments, and directing them to the proper person
- Check voice mail messages left in school's general mailbox on routine basis and distribute accordingly those messages needing immediate attention
- Receive and distribute miscellaneous materials such as school supplies, student lunches, forms, homework, assignments, athletic equipment, etc. left with the front office for students by their parents, and/or others
- Be knowledgeable and current on school activities, programs, and events related to the school calendar
- Require all visitors to sign-in and identify themselves; provide appropriate passes and badges following school protocol
- Check students in and out—and issue passes and monitor requests for early dismissals
- Work closely with the School Nurse and administration regarding care for students, especially in emergencies
- Copy and organize materials for teachers and administration
- Manage lost and found
- Sort and distribute incoming mail, documents, books, materials and supplies following established procedures and deliver mail and other material to staff mailboxes when needed
- Receive deliveries from outside supply and delivery services; arrange for the distribution to proper recipients
- Make daily public address announcements as needed (general, security, weather, sports and dismissals)
- Assist incoming substitutes, making sure they have lesson plans and necessary resources
- Assist Executive Assistant with administrative duties as assigned

## **Computer Skills**

To perform this job successfully an individual must have knowledge of Microsoft Office Suite, (Word, Excel, OneNote, Power Point) and a familiarity with Google Workspace

# Qualifications

- Knowledge of good telephone etiquette with the ability to deal tactfully and confidently with callers and visitors
- A courteous and pleasant personality



- Strong organizational skills for multi-tasking and prioritizing responsibilities
- Must possess sensitivity to confidential information and hold a high standard of integrity
- Work with courtesy, tact, and diplomacy in dealing with others, and the ability to work as part of a team

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

### **Job Description - Enrollment Manager**

The Enrollment Manager is a full-time, salaried, exempt position with a 12-month work schedule, beginning June 1, 2022. The Enrollment Manager will report to the Headmaster.

#### **Position Overview**

The Enrollment Manager oversees the strategic and operational management for activities and services related to the successful recruitment, enrollment, and transition of students through the school. He or she also oversees daily attendance, student records, and the substitute teachers program.

The Enrollment Manager's essential duties and responsibilities are as follows:

#### Attendance

- Records daily attendance for all students and teachers
- Manages substitute teachers' program and conducts substitute onboarding and orientation
- Secures substitutes during teacher and instructional aide absences

# Registrar

- Maintains student records, including assessment results, test scores, discipline citations, medical reports and records, and other documents
- Maintains all student cumulative folders and fulfills requests for all new students and forwards cumulative folders when students withdraw
- Maintains registrations for all new and returning students
- Responds to student records requests from other schools



- Updates students retained/promotion information in the school's student information systems
- Works with school personnel to maintain integrity and accuracy of student records, including maintenance and tracking of attendance and retention

#### **Enrollment**

- Manages the admissions and lottery process; manages annual enrollment process
- Performs all clerical functions related to enrolling and withdrawing students
- Requests records and grades from other schools for current students' files.
- Supervises the preparation of student enrollment report
- Inputs student information into the school's student information systems
- Creates the accounts and password for families.
- Follows up with parents that do not complete the "Intent to Return" paperwork for existing students.

#### **Student Recruitment**

- Schedules and provides tours for prospective parents during registration decision process
- Plans and implements semi-annual Open House and periodic Parent Info Nights
- Responds to and implements requests for Shadow Days and Parent Previews

### **Computer Skills**

To perform this job successfully an individual must have knowledge of spreadsheet software and word processing software.

# Qualifications

- Three (3) years of experience with computer information systems and organizational procedures, preferably in a school environment
- Bachelor's degree in Business Administration, Organizational Management, or related discipline

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion



# Job Description - Teacher Grades K-2 (Multiple Positions)

This is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). Each teacher will teach one grade in a self-contained classroom. He or she will also be responsible for one extracurricular duty during the school year. Teachers will report to the Headmaster.

### **Position Overview**

Instructional position responsible for the educational leadership of students in a general education classroom setting. The elementary teacher will understand, demonstrate the use of, and implement the school's Hillsdale K-12 classical curriculum, student instruction, and assessment to maximize educational achievement for all students, and work collaboratively to ensure a learning climate for all students that is safe, secure, and respectful.

Teachers' essential duties and responsibilities are as follows:

- Demonstrating an understanding of and commitment to classical education and the vision, mission, and philosophy of the school, and consistently developing, fostering, and advancing these concepts in students
- Demonstrating understanding and mastery of central concepts, tools of inquiry, and structure of the discipline(s) taught, and effectively transmitting this knowledge to students, and making the subject matter meaningful to students
- Developing and maintaining a climate and culture of openness, fairness, mutual respect, kindness, support, and inquiry
- Engaging every student in grade level-appropriate learning experiences that promote performance and intellectual and moral development
- Listening and interacting effectively with students, parents, colleagues, leadership, and community members, respecting differing perspectives
- Modeling and reinforcing good judgment, prudence, virtue, self-discipline, and responsibility
- Developing and implementing a strategic planning system including course, unit, and lesson plans according to the appropriate grade-level scope and sequence of the Hillsdale K-12 curriculum
- Using formal and informal assessment strategies to determine whether students have achieved high standards and modifying instructional strategies as needed to maximize achievement
- Establishing and maintaining a safe and secure classroom environment
- Managing the classroom primarily through the use of established routines and procedures to maintain a positive learning environment
- Managing student misconduct promptly and resolving conflict and crises effectively
- Maintaining a professional development plan and engaging in professional development activities



- Collaborating and assisting intervention specialists in providing differentiated instruction per student IEP
- Using appropriate technology in teaching and learning processes, record keeping, assessment, evaluation, and performance analysis
- Demonstrating positive classroom results and trends.
- Performing other related duties as required either before or after school or during planning bells such as car line duty, recess duty
- Coaching one season of a sport or moderating one semester of a club according to interest and ability

### Qualifications

The K-2 teacher shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:

- Ability and commitment to furthering the classical mission and vision of the school
- Ability to exercise wise judgment and prudent decision making
- Understanding of explicit, intensive phonics methodology (such as Orton-Gillingham)
- Bachelor's or Master's degree in elementary education or a primary academic discipline
- Ohio teacher license or the willingness to pursue licensure through the RESA mentor program
- A minimum of two (2) years of experience working with school-age children, preferably as a classroom teacher

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

# **Job Description - Teacher Grades 3-5 (Multiple Positions)**

This is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). Each teacher will teach one grade in a self-contained classroom. He or she will also be responsible for one extracurricular duty during the school year. Teachers will report to the Headmaster.

### **Position Overview**



Instructional position responsible for the educational leadership of students in a general education classroom setting. The elementary teacher will understand, demonstrate the use of, and implement the school's Hillsdale K-12 classical curriculum, student instruction, and assessment to maximize educational achievement for all students, and work collaboratively to ensure a learning climate for all students that is safe, secure, and respectful.

Teachers' essential duties and responsibilities are as follows:

- Demonstrating an understanding of and commitment to classical education and the vision, mission, and philosophy of the school, and consistently developing, fostering, and advancing these concepts in students
- Demonstrating understanding and mastery of central concepts, tools of inquiry, and structure of the discipline(s) taught, and effectively transmitting this knowledge to students, and making the subject matter meaningful to students
- Developing and maintaining a climate and culture of openness, fairness, mutual respect, kindness, support, and inquiry
- Engaging every student in grade level-appropriate learning experiences that promote performance and intellectual and moral development
- Listening and interacting effectively with students, parents, colleagues, leadership, and community members, respecting differing perspectives
- Modeling and reinforcing good judgment, prudence, virtue, self-discipline, and responsibility
- Developing and implementing a strategic planning system including course, unit, and lesson plans according to the appropriate grade-level scope and sequence of the Hillsdale K-12 curriculum
- Using formal and informal assessment strategies to determine whether students have achieved high standards and modifying instructional strategies as needed to maximize achievement
- Establishing and maintaining a safe and secure classroom environment
- Managing the classroom primarily through the use of established routines and procedures to maintain a positive learning environment
- Managing student misconduct promptly and resolving conflict and crises effectively
- Maintaining a professional development plan and engaging in professional development activities
- Collaborating and assisting intervention specialists in providing differentiated instruction per student IEP
- Using appropriate technology in teaching and learning processes, record keeping, assessment, evaluation, and performance analysis
- Demonstrating positive classroom results and trends.
- Performing other related duties as required either before or after school or during planning bells such as car line duty, recess duty
- Coaching one season of a sport or moderating one semester of a club according to interest and ability

### Qualifications



The elementary teacher shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:

- Ability and commitment to furthering the classical mission and vision of the school
- Ability to exercise excellent judgment and decision making
- A life-long love of learning
- Bachelor's or Master's degree in elementary education or a primary academic discipline
- Ohio teacher license or the willingness to pursue licensure through the RESA mentor program
- A minimum of two (2) years of experience working with school-age children, preferably as a classroom teacher

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

### **Job Description - Teacher Grade 6 (Multiple Positions)**

This is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). Each teacher will teach one grade in a self-contained classroom. He or she will also be responsible for one extracurricular duty during the school year. Teachers will report to the Headmaster.

#### **Position Overview**

Instructional position responsible for the educational leadership of students in a general education classroom setting. The elementary teacher will understand, demonstrate the use of, and implement the school's Hillsdale K-12 classical curriculum, student instruction, and assessment to maximize educational achievement for all students, and work collaboratively to ensure a learning climate for all students that is safe, secure, and respectful.

Teachers' essential duties and responsibilities are as follows:



- Demonstrating an understanding of and commitment to classical education and the vision, mission, and philosophy of the school, and consistently developing, fostering, and advancing these concepts in students
- Demonstrating understanding and mastery of central concepts, tools of inquiry, and structure of the discipline(s) taught, and effectively transmitting this knowledge to students, and making the subject matter meaningful to students
- Developing and maintaining a climate and culture of openness, fairness, mutual respect, kindness, support, and inquiry
- Engaging every student in grade level-appropriate learning experiences that promote performance and intellectual and moral development
- Listening and interacting effectively with students, parents, colleagues, leadership, and community members, respecting differing perspectives
- Modeling and reinforcing good judgment, prudence, virtue, self-discipline, and responsibility
- Developing and implementing a strategic planning system including course, unit, and lesson plans according to the appropriate grade-level scope and sequence of the Hillsdale K-12 curriculum
- Using formal and informal assessment strategies to determine whether students have achieved high standards and modifying instructional strategies as needed to maximize achievement
- Establishing and maintaining a safe and secure classroom environment
- Managing the classroom primarily through the use of established routines and procedures to maintain a positive learning environment
- Managing student misconduct promptly and resolving conflict and crises effectively
- Maintaining a professional development plan and engaging in professional development activities
- Collaborating and assisting intervention specialists in providing differentiated instruction per student IEP
- Using appropriate technology in teaching and learning processes, record keeping, assessment, evaluation, and performance analysis
- Demonstrating positive classroom results and trends.
- Performing other related duties as required either before or after school or during planning bells such as car line duty, recess duty
- Coaching one season of a sport or moderating one semester of a club according to interest and ability

# Qualifications

The elementary teacher shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:

• Ability and commitment to furthering the classical mission and vision of the school



- Ability to exercise excellent judgment and prudent decision making
- The ability to teach Latin I (preferred)
- Bachelor's or Master's degree in elementary education or a primary academic discipline
- Ohio teacher license or the willingness to pursue licensure through the RESA mentor program
- A minimum of two (2) years of experience working with school-age children, preferably as a classroom teacher

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

### **Job Description - K-6 Intervention Specialist**

The Intervention Specialist is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). The Intervention Specialist will report to the Director of Special Education.

#### **Position Overview**

The K-6 Intervention Specialist will teach K-6 students in a variety of resource/small group classes and will assist the K-6 teachers in supporting students with IEP's in a general education classroom setting. He or she will understand and implement the school's Hillsdale K-12 classical curriculum, student instruction, and work collaboratively to ensure a learning climate for all students that is safe, secure, and respectful.

Essential duties and responsibilities for the Intervention Specialist are as follows:

- Adheres to established standards regarding curriculum delivery and requirements as established by the school
- Provides professional instruction and teaching to students with disabilities as appropriate to the specified course or discipline and academic level, using various techniques, including individualized and small group instruction, to promote learning
- Prepares for IEP meetings, describing the student's present level of functioning and proposes measurable IEP goals and objectives for team consideration



- Understands the continuum of programming options that can be used to meet the individual needs of the student to provide an appropriate education.
- Assists the Director of Special Education with individualized educational plans for the provision of specially designed instruction
- Participates in the review of the IEP with the student's parents, school administrators, and often, the student's general education teacher
- Collects, documents, and analyzes the student's current progress on his/her individualized educational plan, working closely with parents to inform them of their child's progress and suggest techniques to promote learning at home
- Organizes and effectively communicates class/course objectives, standards and requirements for successful achievement, e.g., syllabi, tests, specific tasks
- Provides guidance and assistance to students as needed in order to ensure appropriate assimilation of the class/course content in an effort to support student success and achievement
- Ensures all appropriate measures, including special accommodations, are in effect for students with disabilities
- Assists general education teachers to adapt curriculum materials and teaching techniques to meet the needs of students with learning disabilities
- Works with students with disabilities in a variety of settings, to include working as a special education resource teacher and offering individualized help to students in general education classrooms
- Teaches together with general education teachers in classes composed of both general and special education students; or working with special education students for several hours a day in a resource room, separate from their general education classroom
- Uses specialized equipment such as computers with synthesized speech, interactive educational software programs, and audio systems to assist children

# Qualifications

The Intervention Specialist shall be a person who is well-organized, well-rounded, engaging, and who has the ability to facilitate growth and collaboration inside and outside of the classroom. Additionally, strong candidates will:

- Provide evidence of an ability and commitment to furthering the classical mission and vision of the school
- Have a minimum of five (2) years of relevant professional experience with a minimum of a bachelor's degree
- Show a demonstrated track record of success in teaching and leadership experience in a school setting
- Hold (or be eligible to hold) an Ohio Teaching License with certification in Special Education

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens



- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

### Job Description - Instructional Aides (Multiple)

This is a full-time hourly position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:15 p.m. on school days and in-service days (185 days total). Instructional Aides will report to the Headmaster and/or grade level teacher.

### **Position Overview**

Elementary School Instructional Aides support homeroom teachers and share responsibility for the education of their students. They are expected to demonstrate high moral character and work collaboratively to create a working and learning environment for all students that is safe, secure, and respectful.

The Instructional Aide's essential duties and responsibilities are as follows:

- Assist the lead teachers with lesson preparation, instruction, and classroom management
- Instruct students individually or in small groups
- Develop the intellect and character of every student
- Oversee student behavior and discipline in a manner consistent with the school's mission to develop students of character and virtue

### Qualifications

An Instructional Aide shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:

- Ability and commitment to furthering the classical mission and vision of the school
- Ability to exercise wise judgment and prudent decision making
- Understanding of explicit, intensive phonics methodology (such as Orton-Gillingham)
- A high school diploma at minimum; a bachelor's degree preferred
- A minimum of two (2) years of experience working with school-age children, preferably in a classroom setting



Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

# Job Description - Visual Arts Teacher (K-6)

This is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). Art teachers will also be responsible for one extracurricular duty during the school year. Teachers will report to the Headmaster.

#### **Position Overview**

The K-6 Visual Arts Teacher has responsibility for designing significant learning experience in studio art, art history, and art appreciation for select elementary grades. He or she is expected to understand and demonstrate effective student instruction and assessment to maximize educational achievement for all students, and to work collaboratively to ensure a working and learning climate for all students that is safe, secure, and respectful.

The Visual Arts Teacher's essential duties and responsibilities are as follows:

- Demonstrating an understanding and mastery of central concepts, tools of inquiry, and structure of the visual arts, effectively transmitting this knowledge to students, and making the subject matter meaningful to students
- Demonstrating an understanding of and commitment to classical education and the vision, mission, and philosophy of the school; and consistently developing, fostering, and advancing our core virtues in students
- Developing and implementing a strategic planning system including course, unit, and lesson plans based on the Hillsdale K-12 classical curriculum's scope and sequence
- Developing a climate and culture of openness, fairness, mutual respect, kindness, support and inquiry



- Engaging every student in grade level appropriate learning experiences that promote artistic, intellectual, and moral development
- Listening and interacting effectively with students, parents, colleagues, leadership, and community members to support student learning and well-being
- Demonstrating respect for students, colleagues, administrators, and parents
- Modeling and reinforcing good judgment, prudence, virtue, self-discipline and responsibility
- Working effectively with school colleagues, parents, and the community to support students' learning and well-being
- Using formal and informal assessment strategies to determine whether students have achieved high standards and modifying instructional strategies as needed to maximize achievement
- Establishing and maintaining a safe and secure classroom environment.
- Managing student misconduct promptly and resolving conflict and crises effectively
- Maintaining a professional development plan and engaging in professional development activities
- Managing resources necessary to achieve classroom and school goals
- Using classroom processes that support effective teaching and learning to promote high student achievement, designing lessons to promote all students' being engaged in learning all the time through such strategies as active learning, hands-on application, and teacher-student discussions
- Using appropriate technology in teaching and learning processes
- Performing other related duties as required
- Moderating an arts-related extracurricular club or activity

### Qualifications

The Elementary Art Teacher shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:

- Ability and commitment to furthering the classical mission and vision of the school
- Ability to exercise excellent judgment and prudent decision making
- Bachelor's or Master's degree in art education, or a related fine arts or design discipline
- Ohio teacher license in art education or the willingness to pursue licensure through the RESA mentor program
- A minimum of two (2) years of experience working with school-age children, preferably as a classroom teacher; preference is for five or more years of experience as a classroom art educator

Strong candidates will also embrace the school's organizational values:

• The tenets of classical, liberal arts education



- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

# Job Description - Musical Arts Teacher (K-6)

This is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). The Musical Arts Teacher will also be responsible for one extracurricular duty related to the musical arts during the school year. Musical Arts Teachers will report to the Headmaster.

#### **Position Overview**

The K-6 Musical Arts Teacher has the responsibility for establishing music as a vital living experience in the life of each student. He or she is expected to understand and demonstrate effective student instruction and assessment to maximize educational achievement for all students, and to work collaboratively to ensure a working and learning climate for all students that is safe, secure and respectful.

The Musical Arts Teacher's essential duties and responsibilities are as follows:

- Demonstrating an understanding of and commitment to classical education and the vision, mission, and philosophy of the school; and consistently developing, fostering, and advancing our core virtues in students
- Developing and implementing a strategic planning system including course, unit, and lesson plans based on the Hillsdale K-12 classical curriculum's scope and sequence
- Guiding students to enjoy, appreciate, and interpret music in his or her daily life
- Encouraging and assisting students to acquire skills in music through a series of sequential experiences
- Helping students to develop their own self-discipline and creativity by providing opportunities for such in each musical experience area
- Coordinating music with other subject areas in the curriculum
- Determining the materials to be used in instruction and planning effective methods for presenting them
- Assisting in planning, preparing, and presenting programs, field trips, and festivals for the school
- Evaluating student performance in music
- Planning in-depth experiences for special groups or individuals based on student needs



- Assisting the Headmaster and staff in inventorying, organizing, ordering, and caring for music materials and equipment
- Maintaining students' grades
- Developing and maintaining a climate and culture of openness, fairness, mutual respect, kindness, support, and inquiry
- Listening and interacting effectively with students, parents, colleagues, leadership, and community members to support student learning and well being
- Modeling and reinforcing good judgment, prudence, virtue, self-discipline, and responsibility
- Establishing and maintaining a safe and secure classroom environment
- Managing student misconduct promptly and resolving conflict and crises effectively
- Moderating or leading an extracurricular activity that advances the mission of the school in the area of musical arts (e.g., choir director, piano instructor, strings instructor, etc.)
- Performing other related duties as required

### Qualifications

The Musical Arts Teacher shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:

- Ability and commitment to furthering the classical mission and vision of the school
- Bachelor's or Master's degree in a music-related discipline or equivalent
- Ohio teacher license in music education or the willingness to pursue licensure through the RESA mentor program
- Professional mastery in a music discipline (choral, strings, percussion, etc.)
- A minimum of two (2) years of experience working with school-age children, preferably as a classroom teacher

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

Job Description - Physical Education Teacher (K-6)



This is a full-time, salaried position with a 9.5-month work schedule and base standard hours of 7:45 a.m. to 3:45 p.m. on school days and teacher in-service days (185 days total). Physical Education teachers will also be responsible for one extracurricular duty during the school year. Teachers will report to the Headmaster.

#### **Position Overview**

The K-6 Physical Education Teacher provides a well-organized, smoothly functioning physical education program for students and performs additional support duties as delegated by the Headmaster.

The Physical Education Teacher's essential duties and responsibilities are as follows:

- Creates physical education curriculum based on the Hillsdale K-12 scope and sequence
- Coordinates students in physical education activities
- Plans physical education program to promote development of student's physical fitness and social skills
- Coordinates individual and team sports for students, using knowledge of sports techniques and of physical capabilities of students
- Organizes, leads, instructs, and referees indoor and outdoor games, such as volleyball, kickball, soccer, and basketball
- Coordinates individuals or groups in beginning or advanced calisthenics, gymnastics, or corrective exercises, determining type and level of difficulty of exercises, corrections needed, and prescribed movements, applying knowledge of sports, physiology, and corrective techniques.
- May select, store, order, issue, and inventory equipment, materials, and supplies used in physical education program
- May specialize in coordinating specific sports, such as tennis, flag rugby, or basketball.
- Assists with supervision of students in playground
- Uses positive, effective interpersonal communication skills
- Maintains confidentiality concerning education, health and personal information about students.
- Follows school policies and procedures for protecting health, safety and well-being of all students
- Demonstrates dependability, integrity, and respect for individual differences
- Coordinates Sentinel athletic program, athletics boosters
- Collaborates with coaches regarding scheduling games and practices

# Qualifications

The K-6 Physical Education Teacher shall be a person who is well-organized, well-rounded, engaging, and who has the ability to interact joyfully with students, parents, and colleagues. Additionally, strong candidates will possess:



- Ability and commitment to furthering the classical mission and vision of the school
- Ability to exercise excellent judgment and prudent decision making
- Bachelor's degree from an accredited college or university
- Ohio teacher license or the willingness to pursue licensure through the RESA mentor program
- A minimum of two (2) years of experience working with school-age children, preferably as a Physical Education Teacher

Strong candidates will also embrace the school's organizational values:

- The tenets of classical, liberal arts education
- Community and partnership in the common pursuit of forming intelligent, virtuous citizens
- Excellence in teaching and learning
- The virtues we aim to teach our students: prudence, justice, fortitude, humility, gratitude, perseverance, and compassion

<b>Recruitment and Retention</b>
Plan

8.1

3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio's 2015 Plan for Equity at ODE's website at:

https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.

CCA will adhere to Ohio's November 2018 transition to "properly certified or licensed" requirements as required in the Every Student Succeeds Act (ESSA) and Ohio Revised Code 3319.074. A "properly certified or licensed teacher" has successfully completed all requirements for certification or licensure in the core academic subject of the teaching assignment and currently holds that corresponding license. For teachers to be properly certified or licensed, according to ORC 3319.074(2), their teaching assignments must align with their license parameters in all the following ways:

- Subject areas in which they provide instruction, including core academic subjects; and
- Grade levels in which they provide instruction; and
- With the student population to whom the teacher provides instruction, such as gifted, regular education or special education.

CCA will use the following ODE resources to ensure proper certification and licensure of each teacher:

- Certification and Licensure Dictionary
- EMIS Manual: Subject Codes
- EMIS Manual: Student Population



Cincinnati Classical Academy (CCA) will recruit teachers from across the country to implement the classical education model. To meet the goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators, the school will employ teachers at ratios that meet or exceed the requirements set by the Ohio Department of Education. CCA will ensure that its low income and minority students have equitable access to excellent educators, by implementing measures that align with Ohio's identified four main strategies:

- 1. Strengthen educator preparation;
- 2. Target hiring and deployment barriers;
- 3. Improve teaching and learning conditions; and
- 4. Provide data to encourage strategic staffing and educator development.

To prevent "ineffective teachers," The Headmaster will design and deliver high-quality professional development activities to instructional staff focused around instructional methods, data-driven decisions based upon formative and summative assessments, and the SAC team. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the school and the students.

The school will provide early hiring timelines to help assure effective and qualified teachers are hired.

#### Recruitment

The school is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that believe in classical education and the school mission, vision and goals. The school will engage in the search for experienced and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from teachers at other classical education schools. CCA teachers must be certified as required by law. Combinations of new classically-trained teachers with very experienced teachers will create a diverse and exciting team. For those teachers hired directly from college, the ideal candidate would possess a strong academic record, experience in leadership, and who matriculated from a classical school or a school with a strong liberal arts education. The ideal candidate would be an instructor who can think outside of the box. As a classical school, a teaching staff that includes some classical background training or experience will be necessary to succeed. All teachers are expected to hold an expert command of their subjects, classrooms, and teaching methods. This process is no small task. CCA's partnership with Hillsdale College will also assist CCA in recruitment efforts. Summer teacher training,



through Hillsdale, will provide support to the teachers while offering a comfortable and friendly environment for staff to compare notes and cultivate a sense of community and purpose. All faculty and staff must also be models of the virtuous citizen that CCA is expecting the children to emulate.

The Board, in consultation with its Headmaster and the Hillsdale College K-12 Education Office will consider whether to implement a bonus/merit pay system. All available job postings are listed through the ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The school seeks to recruit qualified candidates that help reflect the demographic profile of the students and places job postings in target community areas with diverse populations.

In the process of hiring, qualified candidates are screened by a building level team that typically includes the Headmaster, Vice Headmaster, and a similar content area instructor, if possible/applicable. Candidates are interviewed and evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing, which may be contacted for further input either before or after the first formal interview. Before offering a position to a candidate, likely hires are asked to tour the building and shadow for at least one academic session. This real-time interaction better ensures that the candidate is a good fit for the position as the candidate can examine how the school operates while the leadership team can observe how the candidate interacts with students and other staff.

All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. Additionally, all teaching hires must have a valid Ohio teaching license and all employees must possess a clean FBI, BCII background checks completed before taking the job.

#### Retention

To retain high-quality personnel, the school is committed to utilizing professional development programs that are appropriate for CCA's model of teaching. As most professional development programs are designed for the traditional setting, the school will often adapt ideas from existing models to emphasize the core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for students, and mentoring.

Further, The Headmaster, Vice Headmaster, and the LPDC building chairperson meet regularly with all teachers whose licenses fall under the Residency Program for new educators. Additional support and information for any teachers under these residency license requirements is available through the



compliance consultant employed by the charter management organization. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program.

All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. All staff is given the opportunity to earn additional paid time off (PTO) by volunteering time for covering events and activities that fall outside the bounds of the normal workday. PTO is issued at the discretion of the Headmaster. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership avails themselves to staff to discuss any suggestions or concerns that could help improve the School and its students.

Student/Teacher Ratios 8.1 4) State the student/teacher ratios for the school. Ratios can be no more than 29 students to 1 teacher (29:
---

The Cincinnati Classical Academy student/teacher ratio will be no higher than 29 to 1.

Staffing Plan for Projected	0.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate
Enrollment	0.1	between certified teaching, para-teaching, and non-licensed staff.



STAFFING ASSUMPTIONS		START- UP	FISCAL				
		PERIOD	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Position	Assumption						
Principal (certified teaching)	1 Per School	1 for 12 Months Before Opening	1	1	1	1	1
Assistant Principal (certified teaching)	1 per School	N/A	1	1	1	1	1
Director of School Operations (non- licensed staff)	1 Per School	N/A	1	1	1	1	1
Office Manager (non- licensed staff)	1 Per School	N/A	1	1	1	1	1
Enrollment Manager (non-licensed staff)	1 Per School	N/A	1	1	1	1	1
Director of Development	1 Per School	N/A	1	1	1	1	1
Dean of Students (certified teaching)	1 Per School	N/A	1	1	1	1	1
Teachers (certified teaching)	Avg. Class Size 25	N/A	17	20	24	30	36
Intervention Specialist (certified teaching)	Based on 15% SPED @ 25:1	N/A	2	2	3	3	4
Director of Special Education (certified teaching)	1 Per School	N/A	N/A	1	1	1	1
Specials Teachers (certified teaching)	.33 Per Grade Level	N/A	6	6	7.5	9	11
Instructional Aides (para-Teaching)	.33/Classroom	N/A	4	5	6	7	8
Upper School Dean (certified teaching)	1 Per School	N/A	N/A	N/A	N/A	1	1
Total Employees		1	36	41	48.5	58	68
Students			(K-6) 415	(K-7) 484	(K-8) 576	(K-9) 720	(K-10) 864

In Year 2: Adding three new kindergarten classes

In Year 3: Adding four new kindergarten classes (92 new students)

In Year 4: Adding four new kindergarten classes (92 students) and expanding the 9th grade by classes (52 students) In Year 5: Adding four new kindergarten classes (92 students) and expanding the 9th grade by classes (52 students)

### **Performance Framework**

This framework describes a comprehensive system of monitoring a community school's performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

#### TRADITIONAL K-12 COMMUNITY SCHOOLS

#### **Academic Performance**

Performance Area	Description		Scoring Scale								
		Above Target Targ				Target	Below Target		Far Below Target		rget
		5 Points	4.5 Points	4 Points	3.5 Points	3	2.5	2	1.5	0.5	0
						Points	Points	Points	Points	Points	Points
Overall Rating	Overall Rating on	5 Stars	4.5 Stars	4 Stars	3.5 Stars						
*Not calculated until SY	the Local Report	(weighted x 3)	(weighted x 2.5)	(weighted x 2)	(weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars	1 Star*	1 Star*
2022-2023	Card										

<sup>\*</sup>Schools will receive 0.5 points based on a 1 Star rating if the schools' overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Descriptio n	Scoring Scale				
		Above Target	Target	Below Target	Far Below Target	
		4 Points	3 Points	1 Point	O Points	
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022- 2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school	
Performance Area	Description		Scoring Scale			

		Abov	e Target	Target	Below Target	Far Below Target
		4 F	Points	3 Points	1 Point	0 Points
*Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
Progress *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
*Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
Performance Area	Description			Scoring Scale		
		Above	Target	Target	Below Target	Far Below Target

		4 P	oints	3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥1 years' worth 80% of students reading and ma	s tested in	≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)  One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.  One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)  One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

Total Points Available	3
	3
(100%): *Note: Weighting is not considered in	2022 2022
the total points available and total	2022-2023
possible points are reduced for any	33
not	*Based on 2022-
applicable measures listed.	2023 local report
	card
	2023-2024 and
	beyond
	37
	*Based on local
	report cards starting
	with 2023-2024
Target Points (at least a	2021-2022
75%):	18
*Note: Points listed will be	*Based on 2021-2022
achieved if the school	local report card
meets all target scores for	2022-2023
all applicable measures.	24.75
an applicable measures.	*Based on 2022-
	2023 local report
	card
	2023-2024 and
	beyond
	27.75
	*Based on local
	report cards starting
	with 2023-2024

### **DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS**

### **Academic Performance**

Performance Area	Description	Scoring Scale				
		Above Target	Target	Below Target		
		4 Points	3 Points	0 Points		
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet		
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥1		
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet		
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet		
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet		
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card *Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)		
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet		
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet		
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet		
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet		
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet		

Performance Area	Description		Scoring Scale		
		Above Target	Target	Be	low Target
		4 Points	3 Points		0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through workbased learning experiences; careertechnical 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.	future succ based lear care educa credential instruc	s not offer paths of cess through work- rning experiences, er-technical ition/industry ling, career-based tion or military eadiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)  One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.  One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.				
Total Points Available (100%) *Note: Weighting is not considered in the total points available.					48
Target Points (at least a 75%)					36 *Note: 36 points are achieved if the school meets all target scores.

**Organizational/Operational Performance** 

Performance Area	Description		Scoring Scale	
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission- specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7  *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

# **Financial Performance**

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49.1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9

01445705v3

8



# Intervention Attachment 6.4 Kindergarten – 12<sup>th</sup> Grade

(A school that does not offer a grade higher than twelve excluding

**Dropout Prevention & Recovery Schools)** 



# **Evaluation of Local Report Card Components - Beginning with the 2022-2023 Local Report Card**

- The school should aim to receive a rating of 3 Stars or better in all applicable Ohio Local REPORT CARD <u>components</u> on the Ohio
   Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports.
- A school shall be placed in Level 1 status if it does not receive a rating of 3 Stars or better in all applicable Local Report Card
   components. The school shall remain in Level 1 status unless it receives a rating of 3 or more Stars in all applicable Local Report Card
   components, at which point interventions will no longer be required, or it meets the At Risk for Closure Criteria identified below.
- o At Risk for Closure Criteria:
  - Any school offering only grades K-3 or lower that receives a performance rating of 1 Star in the early literacy component of the
     Local Report Card OR receives an overall performance rating of 1 Star or 1.5 Stars;
  - Any school offering any combination of grades K-4 to K-8 and does not offer a grade level higher than ninth grade that receives a
    performance rating of 1 Star in both achievement and progress on the Local Report Card OR it receives an overall performance
    rating of 1 Star or 1.5 Stars and 1 Star in progress; or
  - Any school offering any grade levels between 10-12 and is not a Drop-Out Prevention and Recovery School that receives a performance rating of 1 Star in achievement and has not met annual measurable objectives for gap closing OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress.
- When a school meets the At Risk for Closure Criteria it shall be placed in Level 2 status. A school shall progress one level of intervention for each consecutive year that it meets the At Risk for Closure Criteria. A school shall return to Level 1 status when it does not meet the

At Risk for Closure Criteria and a school shall be removed from interventions when it receives a rating of 3 or more Stars in all applicable Local Report Card components.

Level 1			
The Sponsor Will:		The School Will:	
A.	Offer technical assistance for the development of a plan of improvement for the school or the One Plan.	A.	Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
B.	Require the School to review or revise and submit a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.	B.	Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
C.	Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.	C.	The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
D.	Offer technical assistance for the development of a school professional development plan included in the school Improvement plan action steps.	D.	Implement evidence-based school-wide practices to support student learning that includes "best" first instruction:  a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative  b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit

	<ul> <li>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>
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Leve	l 2 Actions

In addition to Level 1 supports, the Sponsor Will:	The School Will:			
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.			
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials to Sponsor for review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.			
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.			
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.			
the school improvement plan to support strategies and action steps. Utilize the guidelines outlined in	E. Work with sponsor's school improvement team to continuously monitor progress toward academic goals listed in the school improvement plan.			
	F. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from an educational organization that will meet the needs of the school to provide coaching or mentorship. The school will provide evidence of such.			
	G. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.			

Level 3 Actions			
In addition to Level 1 and Level 2 Supports, the Sponsor Will:	The School Will:		
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions and Level 2 Actions.		
B. Conduct a mini audit of the school's instructional program, resources and tools and distribute the findings to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to the Governing Authority with suggestions for modification, deletions, or expansions based on the data.		
	C. Based on a school review/audit from external source, implement recommendations as they relate to academic performance to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.		

Level 4 Actions (Risk of Academic Probation)			
If the School is not required to close by the Ohio	The School Will (If placed on academic probation):		
Revised Code, the Sponsor may:			
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.		
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation <sup>2</sup> status is lifted.		
C. May place the school in Academic Probation <sup>2</sup> status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or		
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.		

Academic Probation status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a 3 Star rating or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority's autonomy.



### **Dismissal and Disciplinary Procedure for Staff**

The School is an "At Will" employer and employees may be terminated without cause. Listed below are some reasons why an employee may be terminated or disciplined.

- 1. Theft or dishonesty
- 2. Intentional destruction or unauthorized use of School property
- 3. Falsification of School records
- 4. Unacceptable work performance, including irregular or tardy attendance
- 5. Threatening harassing, assaulting or abusing any student, employee or isitor
- 6. Sexual harassment
- 7. Fighting physical violence or verbal abuse
- 8. Violation of the drug, alcohol or smoking policies
- 9. Neglect of duty
- 10. Insubordination
- 11. Failure to adhere to the mission and/or polices of the School
- 12. Other behavior seriously detrimental to the successful operation of theschool or student performance

#### Disposition of Employees if School Sponsor Contract is Terminated

In the event that the School's community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other local schools and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority will ensure:

- 1. that each staff member's LPDC information is current and up to date,
- 2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
- 3. that the school staff members have sponsor contact information,
- 4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
- 5. that the staff will receive clear timelines and procedures for the closing.

### Attachment 8.4 Employee Benefits



Cincinnati Classical Academy (CCA) will provide employees with quality, affordable, and competitive healthcare benefits as part of the total compensation package. Each full time employee who elects healthcare will have the option to enroll in medical, dental, and/or vision coverage for individuals and immediate family members.

CCA will have access to supplemental insurance services provided through a reputable insurance provider.

Retirement contributions will be made through the State Teachers Retirement System (STRS) for certified staff and the School Employees Retirement System (SESRS) for classified staff.

CCA employees will also have the option of contributing to an employer sponsored 403B retirement plan.

FY2023 - OCTOBER 2022 Submission

IRN No.:

Type of School: Brick N Mortar Contract Term: ST ALOYSIUS

County: Hamilton Clermont

School Name: CINCINNATI CLASSICAL ACADEMY

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2023 through 2023 Actual and
the Fiscal Years Ending 2024 through 2028, Forecasted

## Operating Receipts

State Foundation Payments (3110, 3211)

Charges for Services (1500)

Fees (1600, 1700)

Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)

**Total Operating Receipts** 

#### Operating Disbursements

100 Salaries and Wages

200 Employee Retirement and Insurance Benefits

400 Purchased Services

500 Supplies and Materials

600 Capital Outlay -New

700 Capital Outlay - Replacement

800 Other

819 Other Debt

Total Operating Disbursements

Excess of Operating Receipts Over (Under)

Operating Disbursements

### Nonoperating Receipts/(Disbursements)

Federal Grants (all 4000 except fund 532)

State Grants (3200, except 3211)

Restricted Grants (3219, Community School Facilities Grant)

Donations (1820) Interest Income (1400) Debt Proceeds (1900) Debt Principal Retirement

Interest and Fiscal Charges Transfers - In

Transfers - Out

Total Nonoperating Revenues/(Expenses)

Excess of Operating and Nonoperating Receipts

Over/(Under) Operating and Nonoperating

Disbursements

Fund Cash Balance Beginning of Fiscal Year

Fund Cash Balance End of Fiscal Year

	Actual		Forecasted										
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year						
		2023	2024	2025	2026	2027	2028						
		UNAUDITED											
		\$ 3,324,024			+ , -,		\$ 14,340,000						
		52,543	\$ 57,19	0 \$ 85,500	\$ 93,100	\$ 104,500	\$ 114,000						
		07.077											
\$ -	-   \$	67,377 - \$ 3,443,944	\$ 6,893,19	5 \$ 10,615,500	\$ 11,216,100	\$ 12,919,500	\$ 14,454,000						
Ψ	. ф	- \$ 3,443,944	φ 0,093,18	5 \$ 10,615,500	\$ 11,210,100	φ 12,919,500	\$ 14,454,000						
		\$ 2,049,935	\$ 2,598,36	0 \$ 4,518,302	\$ 5,027,376	\$ 5,562,159	\$ 5,970,385						
		511,529	\$ 681,33		\$ 1,384,770	\$ 1,542,923	\$ 1,668,298						
		1,193,189	1,127,25	6 2,154,236	2,424,205	2,682,848	2,786,779						
		561,167	214,00		348,372	391,030	426,578						
			127,00	0 189,867	206,744	232,060	253,156						
				-	-	-	-						
		52,932	61,53		67,839	71,231	74,792						
		48,420	76,04		-	-	-						
-	\$	- \$ 4,417,172	\$ 4,885,51	8 \$ 8,543,096	\$ 9,459,306	\$ 10,482,250	\$ 11,179,989						
•		Φ (070,000)	<b>A</b> 0.007.0	7 0 0 0 70 404	A 1750 704	A 0.407.050	Φ 0.074.044						
\$ -	- \$	- \$ (973,228)	\$ 2,007,67	7 \$ 2,072,404	\$ 1,756,794	\$ 2,437,250	\$ 3,274,011						
		↑ 44E 0EC	\$ 278,92	7 \$ 417,001	\$ 454,068	\$ 509,668	¢ 550,004						
		\$ 115,856	\$ 278,92	7 \$ 417,001	\$ 454,068	\$ 509,668	\$ 556,001						
		100,000	\$ 100,00	0 \$ 149,502	\$ 162,791	\$ 182,725	\$ 199,336						
		276,213	210,00		341,860	383,720	418,604						
		270,210	210,00	0 310,933	341,000	303,720	+10,004						
			1,500,00	0 Note: Bo	nds are being borrow	red in the Friends Or	ganization						
			(2,000,00		payments aer also be								
			(=,000,00										
\$ -	- \$	- \$ 492,069	\$ 88,92	7 \$ 880,456	\$ 958,719	\$ 1,076,113	\$ 1,173,941						
\$ -	- \$	- \$ (481,159)	\$ 2,096,60	4 \$ 2,952,860	\$ 2,715,513	\$ 3,513,363	\$ 4,447,952						
\$	- \$	- \$ -	\$ 194,85	6 \$ 2,291,460	\$ 5,244,320	\$ 7,959,833	\$ 11,473,196						
							45						
\$ -	· \$	- \$ 194,856	\$ 2,291,46	0 \$ 5,244,320	\$ 7,959,833	\$ 11,473,196	\$ 15,921,149						

# **Assumptions**

Actual	Forecasted

	Fiscal `	Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
Staffing/Enrollment	0		0	2023	2024	2025	2026	2027	2028
Total Student FTE				452	602	900	980	1100	1200
Instructional Staff									
Administrative Staff									
Other Staff									
Purchased Services						•		•	•
Rent				\$ 243,000.00	\$ 243,000.00	\$ 950,000.00	\$ 1,200,000.00	\$ 1,350,000.00	\$ 1,350,000.00
Utilities				97,994.00	\$ 98,576.00	\$ 150,000.00	\$ 157,500.00	\$ 165,375.00	\$ 173,643.75
Other Facility Costs				135,421.00	\$ 126,362.17	\$ 151,634.60	\$ 159,216.33	\$ 167,177.15	\$ 175,536.00
Insurance				15,721.00	\$ 28,752.03	\$ 30,189.63	\$ 31,699.11	\$ 33,284.07	\$ 34,948.27
Management Fee				·					
Sponsor Fee				99,287.00	205,080	315,900	333,690	384,450	430,200
Audit Fees				·	-	-	-	-	-
Contingency					-	-		-	-
Transportation					-	-	-	-	-
Legal				55,596.00	\$ 32,679.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Marketing				67,762.00	25,919.69	30,000.00	30,000.00	30,000.00	30,000.00
Consulting				122,256.00	126,835.11	139,518.62	153,470.48	168,817.53	185,699.28
Salaries and Wages				55,423.00	47,664.03	71,258.51	77,592.60	87,093.73	95,011.35
Employee Benefits				26,884.00	133,974.53	200,961.79	160,769.43	168,807.90	177,248.30
Special Education Services				57,603.00	13,343.23	19,948.35	21,721.54	24,381.32	26,597.80
Technology Services				192,089.00	28,213.68	29,624.36	31,105.58	32,660.86	34,293.90
Food Services				9,588.00	16,856.00	25,200.00	27,440.00	30,800.00	33,600.00
Other				14,565.00					
Total	\$	-	\$ -	\$ 1,193,189.00	\$ 1,127,255.60	\$ 2,154,235.87	\$ 2,424,205.08	\$ 2,682,847.56	\$ 2,786,778.66
Financial Metrics									
	¢		¢	¢	\$ 2.000.000	#VALUE!	\$ -	-	\$ -
Debt Service Payments	\$	- 0.00	\$ -	\$ -	<b>-</b> ,,	_	7	*	7
Debt Service Coverage Growth in Enrollment		0.00	0.00 0.00%	0.00 0.00%	1.30 33.19%	0.00 49.50%	0.00 8.89%	0.00 12.24%	0.00 9.09%
Growth in New Capital Outlay		0.00%	0.00%	0.00%	0.00%	49.50% 49.50%	8.89%	12.24%	9.09%
Growth in New Capital Outlay Growth in Operating Receipts		0.00%	0.00%	0.00%	100.15%	49.50% 54.00%	5.66%	15.19%	9.09%
Growth in Non-Operating Receipts/Expenses		0.00%	0.00%	0.00%	-81.93%	890.09%	8.89%	12.24%	9.09%
Days of Cash		0.00	0.00%	0.00%	-81.93%	0.27	0.55	0.76	9.09%
Days of Cash		0.00	0.00	0.00	0.04	0.27	0.55	0.76	1.03

### **Assumptions Narrative Summary**

	Fiscal Year 2023-2027 Projected Debt												
Description		inning Balance		inciple irement	Inter	est Expense		Ending Ir Balance	Debitor/ Creditor				
FTE Review	\$	-	\$	-	\$	-	\$	-					
Loan A			\$	-	\$	1	\$	1					
Loan B	\$	-	\$	-	\$	-	\$	-					
Line of Credit	\$	-	\$	-	\$	1	\$	1					
Notes, Bonds	\$	-	\$	-	\$	-	\$	-					
Capital Leases	\$	-	\$	-	\$	,	\$	,					
Payables (Past Due 180+ days)	\$	-	\$	-	\$	-	\$	-					
Total	\$	-	\$	-	\$	-	\$	-					



Kindergarten 4 22.75 91 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 1st Grade 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 4 24 96 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	sektions   2029   2028-2029   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 24 96   4 25 100
Kindergarten 4 22.75 91 4 24 96 4 24 96 4 24 96 4 24 96 1st Grade 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 2nd Grade 3 22.333 67 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 3rd Grade 2 27 54 3 26 78 4 24 96 4 24 96 4 24 96 4 24 96 4th Grade 3 23.667 71 3 26 78 4 25 100 4 24 96 4 25 100 4 24 96 5th Grade 2 25 50 3 26 78 4 26 104 4 24 96 4 24 96 4 24 96 4 24 96 6th Grade 2 27 54 2 26 52 4 26 104 4 24 96 4 26 104 4 26 104 9th Grade 9th Grade 10th Grade 4 25 100 4 26 104 4 26 104 10th Grade 4 25 100 4 26 104 4 26 104 10th Grade	4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96
Kindergarten 4 22.75 91 4 24 96 4 24 96 4 24 96 4 24 96 1st Grade 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 2nd Grade 3 22.333 67 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 3rd Grade 2 27 54 3 26 78 4 24 96 4 24 96 4 24 96 4 24 96 4th Grade 3 23.667 71 3 26 78 4 25 100 4 24 96 4 25 100 4 24 96 5th Grade 2 25 50 3 26 78 4 26 104 4 24 96 4 24 96 4 24 96 4 24 96 6th Grade 2 27 54 2 26 52 4 26 104 4 24 96 4 26 104 4 26 104 9th Grade 9th Grade 10th Grade 4 25 100 4 26 104 4 26 104 10th Grade 4 25 100 4 26 104 4 26 104 10th Grade	4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96
Kindergarten 4 22.75 91 4 24 96 4 24 96 4 24 96 4 24 96 1st Grade 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 2nd Grade 3 22.333 67 3 24 72 4 24 96 4 24 96 4 24 96 4 24 96 3rd Grade 2 27 54 3 26 78 4 24 96 4 24 96 4 24 96 4 24 96 4th Grade 3 23.667 71 3 26 78 4 25 100 4 24 96 4 25 100 4 24 96 5th Grade 2 25 50 3 26 78 4 26 104 4 24 96 4 24 96 4 24 96 4 24 96 6th Grade 2 27 54 2 26 52 4 26 104 4 24 96 4 26 104 4 26 104 9th Grade 9th Grade 10th Grade 4 25 100 4 26 104 4 26 104 10th Grade 4 25 100 4 26 104 4 26 104 10th Grade	4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96 4 24 96
2nd Grade     3 22.333     67     3 24     72     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 25     100     4 24     96     4 25     100     4 24     96     4 25     100     4 24     96     4 25     100     4 24     96     4 24     96     4 24     96     4 24     96     4 25     100     4 24     96     4 25     100     4 24     96     4 25     100     4 24     96     4 24     96     4 25     100     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 26     104     4 26     104     4 26     104     4 26     104     4 26     104     4 26     104     4 26 <t< td=""><td>4 24 96 4 24 96 4 24 96 4 24 96</td></t<>	4 24 96 4 24 96 4 24 96 4 24 96
3rd Grade       2       27       54       3       26       78       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       25       100       4       24       96       4       25       100       4       24       96       4       25       100       4       24       96       4       25       100       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       24       96       4       26       104       4       26       104       4       26       104       4       26       104       4       26       104       4       26       104       4       26       104       4       26       104       4       26       104       4       26       104       4 <t< td=""><td>4 24 96 4 24 96 4 24 96</td></t<>	4 24 96 4 24 96 4 24 96
4th Grade     3 23.667     71     3 26     78     4 25     100     4 24     96     4 25     100     4 24     96       5th Grade     2 25     50     3 26     78     4 26     104     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 24     96     4 26     104     4 26 <td< td=""><td>4 24 96 4 24 96</td></td<>	4 24 96 4 24 96
5th Grade         2         25         50         3         26         78         4         26         104         4         24         96         4         24         96         4         24         96         4         24         96         4         24         96         4         26         104         4         26 </td <td>4 24 96</td>	4 24 96
6th Grade 2 27 54 2 26 52 4 26 104 4 24 96 4 26 104 4 26 104 7th Grade 2 26 52 4 26 104 4 26 104 4 26 104 4 26 104 9th Grade 4 25 100 4 26 104 4 26 104 10th Grade	
7th Grade 2 26 52 4 26 104 4 26 104 4 26 104 4 26 104 4 26 104 4 26 104 9th Grade  9th Grade 10th Grade 4 25 100 4 26 104 4 26 104 104 104 104 104 104 104 104 104 104	4 3F 100
8th Grade 9th Grade 10th Grade 10	4 25 100
9th Grade 10th Grade 4 25 100 4 26 104 4 26 104 4 26 104 4 26 104	4 26 104
10th Grade 4 26 104 4 26 104	4 26 104
	4 26 104
	4 26 104
11th Grade 4 26 104	4 26 104
12th Grade	4 26 104
Students 19 24.2 459 24 25.1 602 36 25.0 900 40 24.5 980 44 25.0 1100 48 25.0 1200	52 25.0 1300
Enrollment % of Max 34.5% 45.3% 67.7% 73.7% 82.7% 90.2%	97.7%
Current year actual enrollment provided by Janet on 9/27	
Projected Income per student <b>% Increase in Revenue</b> 4% 4% 4% 4% 4% 4%	4%
Foundation Basic 6,851	9,000
Facilities 500 1,000 1,000 1,000 1,000 1,000 1,000	1,000
2	
Projected Income 4,488,207	
Foundation Basic 3,144,609 4,488,205 7,020,000 7,938,000 9,240,000 10,440,000	11,700,000
Facilities 229,500 602,000 900,000 980,000 1,100,000 1,200,000	1,300,000
Quality School         1,354,500         2,025,000         2,205,000         2,475,000         2,700,000	2,925,000
2 Year "Equity" 391,300 585,000	
Total Income Projected 3,374,109 6,836,005 10,530,000 11,123,000 12,815,000 14,340,000	15,925,000
10tal III.come Projected 5,574,109 6,856,005 10,550,000 11,125,000 12,815,000 14,540,000	13,923,000
Targeted Rent % 18% 18% 18% 18% 18%	
Targeted Rent / Debt Service 607,340 1,230,481 1,895,400 2,002,140 2,306,700	
Proposed Rent OLSH Campus OLSH OLSH	
Proposed Rent - after construction 0 0 0	
Food Service Revenue	
Food Service Revenue         252000         274400         308000         336000	
Food Sales 168560 252000 274400 308000 336000	
Food Sales         168560         252000         274400         308000         336000           10%         10%         10%         10%         10%           Food Service Revenue         16,856         25,200         27,440         30,800         33,600	123500
Food Sales         168560         252000         274400         308000         336000           10%         10%         10%         10%         10%         10%         10%           Food Service Revenue         16,856         25,200         27,440         30,800         33,600	123500
Food Sales         168560         252000         274400         308000         336000           Food Service Revenue         10%         10%         10%         10%         10%           Book Fee         95         57190         85500         93100         104500         114000	123500
Food Sales         168560         252000         274400         308000         336000           Food Service Revenue         10%         10%         10%         10%         10%           Book Fee         95         57190         85500         93100         104500         114000           Grants         REVIEW         150,000         150,000         300,000         300,000         300,000         300,000	123500



Cincinnati Classical Academy FY2023 - October 2022 Submission Supporting Schedules - Schedule 2

<u>Position</u>	Assumption Assumption	Certified Teaching	<u>2024</u> 2023-2024	<u>2025</u> 2024-2025	<u>2026</u> 2025-2026	<u>2027</u> 2026-2027	<u>2028</u> 2027-2028
Projected Enrollment			<u>602</u>	90	00 9	980 1,10	00 1,200
ADMINISTRATION							
Headmaster		X	1.0	1.0	1.0	1.0	1.0
Assistant Principal			1.0	2.0	2.0	3.0	3.0
Director of Operations			1.0	1.0	1.0	1.0	1.0
Dean of Student life		X	1.0	1.0	1.0	1.0	1.0
Student Events Coordinator			0.5	0.5	0.5	0.5	0.5
STAFF							
Business Manager/Human Resources			0.0	1.0	1.0	1.0	1.0
Enrollment Manager / Registrar (Attendance)			1.0	2.0	2.0	2.0	2.0
Office Manager			1.0	1.0	1.0	1.0	1.0
Administrative Assistance / Reception			1.0	2.0	2.0	2.0	2.0
School Nurse			1.0	2.0	2.0	2.0	2.0
FACULTY							
Certified Classroom Teachers	Additional detail at right	X	24.0	42.0	46.0	50.0	54.0
Art Teachers	Additional detail at right	X	2.0	4.0	5.0	5.0	5.5
Music Teachers	Additional detail at right	X	2.0	4.0	5.0	5.0	5.5
PE Teachers	Additional detail at right	X	2.5	4.0	5.0	5.0	5.5
Special education teachers		X	5.0	7.0	8.0	9.0	10.0
			0.0	0.0	0.0	0.0	0.0
Grade Level Instructional Aides			7.0	10.0	11.0	12.0	12.0
Substitute Teacher Pool	Additional detail at right						
Day Porter			<u>1</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>
Total Employees			52	88	97	104	110
Total Certified Teachers		X	38	63	71	76	83
Student to Licensed Certified Teacher Ratio			16.1	14.3	13.8	14.5	14.5
Instructional Staff (Licensed Teachers + Aides)			45	73	82	88	95
Administrative Staff			8	15	15	16	16

	Cost Index ========>			1.03	1.06	1.09	1.12	1.15
	Projected							
Projected Salaries	Average 2022 Base Salary							
ADMINISTRATION								
Headmaster	105,000	τ		120,000	127,200	130,800	134,400	138,000
Assistant Principal	77,000	7		77,000	163,240	83,930	172,480	88,550
Director of Operations	90,000	E		90,000	95,400	98,100	100,800	103,500
Dean of Student life	77,000			77,000	81,620	83,930	86,240	88,550
Student Events Coordinator	60,000	E.	Michael's	30,000	31,800	32,700	33,600	34,500
STAFF 23-24	55,555	394,000	394,000	33,333	01,000	02). 00	33,333	0.,000
Business Manager/Human Resources	55,000	E	33 1,000	0	58,300	59,950	61,600	63,250
Enrollment Manager / Registrar (Attendance)	60,000	E		60,000	127,200	130,800	134,400	138,000
Office Manager	60,000	E		60,000	63,600	65,400	67,200	69,000
Administrative Assistance / Reception	35,000	E		42,000	74,200	76,300	78,400	80,500
School Nurse	38,000	E	Michael's	38,000	80,560	82,840	85,120	87,400
FACULTY	35,000	200,000	200,000	30,000	00,500	02,010	03,120	07,100
Certified Classroom Teachers	48,000	T	200,000	1,152,000	2,136,960	2,406,720	2,688,000	2,980,800
Art Teachers	49,025	τ		98,050	207,866	267,186	274,540	310,083
Music Teachers	48,425	, T		96,850	205,322	263,916	271,180	306,288
PE Teachers	52,400	τ		131,000	222,176	285,580	293,440	331,430
Special education teachers	62,500	τ.		312,500	463,750	545,000	630,000	718,750
Day Porter	35,000			35,000	105,000	105,000	105,000	105,000
Grade Level Instructional Aides	23,680	E		165,760	251,008	283,923	318,259	326,784
Substitute Teacher Pool	See Detailed Calculation	_	Michael's	13,200	23,100	25,300	27,500	0
Adjustment to Actual Salaries per Michael Rose Final Summary		2,004,360 T	2,004,360		-	-	-	_
Total Staffing cost with substitutes - Annualized Cost		, ,	, ,	2,598,360	4,518,302	5,027,376	5,562,159	5,970,385
Total Revenue			_	6,836,005	10,530,000	11,123,000	12,815,000	14,340,000
Staffing as % of Revenue			75%	38%	43%	45%	43%	42%
Target Staffing %			With 30%	55%	55%	55%	55%	55%
Target Staffing \$				3,759,803	5,791,500	6,117,650	7,048,250	7,887,000
Budget Excess over Target 55%				1,161,443	1,273,198	1,090,274	1,486,091	1,916,615
				_,,	_,,	_,,	_,,	_,, _,,,
Insurance, 16% less \$72,000 projected annual savings as calcula	ited for year 1		16%	343,738	650,928	732,380	817,945	883,262
Retirement	10% for SERS; 14% for STRS	Avg	13.1%	337,592	583,346	652,390	724,977	785,037
Benefits				681,330	1,234,274	1,384,770	1,542,923	1,668,298
				,				
Total Staffing with Benefits				3,279,690	5,752,576	6,412,146	7,105,082	7,638,683
Subtotals for Assumptions				Sala	ıry Breakdown j	for Assumption	ıs	
Instruction				2,004,360	3,615,182	4,182,626	4,607,919	5,079,135
Support				312,000	452,620	381,500	\$478,240	\$402,500
Admin				282,000	450,500	463,250	476,000	488,750

State Foundation Payments Federal Grants	280,076	318,326	299,201	1,381,066		ati 년동왕667 A cal 2024 Bud	•	569,667 230,000	569,667 12,233	569,667 12,231	569,667 12,231	569,667 12,231	6,836,005 278,927
Restricted Grants					гіз	cai 2024 buu	100,000	,	,	, -	, -	, -	100,000
Miscellaneous Receipts	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	210,000
Total Revenue	297,576	335,826	316,701	1,398,566	587,167	587,167	687,167	817,167	599,400	599,399	599,399	599,399	7,424,932
•													
Title													
Salaries & Wages	216,530	216,530	216,530	216,530	216,530	216,530	216,530	216,530	216,530	216,530	216,530	216,530	2,598,360
Benefits	56,777	56,777	56,777	56,777	56,777	56,777	56,777	56,777	56,777	56,777	56,777	56,777	681,330
Rent	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	243,000
Utilties	4,604	4,663	4,865	12,842	6,474	18,129	11,540	5,429	8,164	7,639	7,114	7,114	98,576
Other Facility Costs	27,708	33,666	7,006	8,613	6,875	14,917	6,127	3,450	4,500	4,500	4,500	4,500	126,362
Insurance	2,923	1,462	3,484	2,770	1,579	1,180	3,143	2,375	2,459	2,459	2,459	2,459	28,752
Sponsor Fee	8,402	9,550	8,976	41,432	17,090	17,090	17,090	17,090	17,090	17,090	17,090	17,090	205,080
Legal	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	32,679
Marketing	2,385	2,385	2,385	2,385	2,385	2,000	2,000	2,000	2,000	2,000	2,000	2,000	25,920
Consulting	10,369	11,053	10,375	13,533	9,101	10,518	10,507	5,860	12,128	10,553	10,710	12,128	126,835
Special Education	3,972	3,972	3,972	3,972	3,972	3,972	3,972	3,972	3,972	3,972	3,972	3,972	47,664
Technology Services	11,165	11,165	11,165	11,165	11,165	11,165	11,165	11,165	11,165	11,165	11,165	11,165	133,975
Food Service	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	13,343
Other Purchased Services	2,372	9,292	915	952	279	10,889	251	2,162	0	1,100	0	0	28,214
Supplies	96,300	23,540	21,400	14,980	10,700	6,420	10,700	6,420	4,280	4,280	4,280	10,700	214,000
Capital Expenditures - New	127,000	0	0	0	0	0	0	0	0	0	0	0	127,000
Other Costs	4,924	5,896	37,765	839	303	604	274	2,960	617	617	617	6,117	61,532
Other - Debt	15,509	15,509	15,509	9,838	9,838	9,838	0	0	0	0	0	0	76,041
Total Expenses	615,026	429,544	425,209	420,713	377,153	404,114	374,160	360,276	363,766	362,766	361,299	374,636	4,868,662
Net Flow	-317,450	-93,718	-108,509	977,853	210,014	183,053	313,007	456,891	235,634	236,632	238,100	224,762	2,556,270
Net Flow	-317,430	-93,710	-108,303	377,033	210,014	163,033	313,007	430,631			238,100	10%	
										Target		10%	683,600
									Ŀ	Surplus			1,872,670
Existing Debt Flows	-500,000												-500,000
New Debt Flows	1,500,000			-500,000			-1,000,000						0
Total Flows	682,550	-93,718	-108,509	477,853	210,014	183,053	-686,993	456,891	235,634	236,632	238,100	224,762	2,056,270
Cumlative Total Cash Flow	682,550	588,832	480,324	958,177	1,168,192	1,351,244	664,251	1,121,142	1,356,776	1,593,408	1,831,508	2,056,270	,,
	,	· <b>,</b> <del>-</del>	<b>,</b>	,	,,	, ,	,	, ,	,,	,,	, ,- 22	,,	

500,000

500,000

500,000

500,000

500,000

2,000,000 2,000,000 2,000,000 1,500,000 1,500,000 1,500,000 500,000

**Total Debt** 

Fiscal Year ==>	2023	2024	2025	2026	2027
Enrollment ==>	<b>359</b>	602	900	980	1,100
State Foundation Payments	3,347,750	6,836,005	10,530,000	11,123,000	12,815,000
Federal Grants	<b>145,</b> 856	278,927	417,001	454,068	509,668
Restricted Grants	<b>&gt;100,000</b>	100,000	149,502	162,791	182,725
Miscellaneous Receipts	<b>≥189,</b> 803	210,000	313,953	341,860	383,720
Total Revenue	3,753,409	7,424,932	11,410,456	12,081,719	13,891,113
Salaries & Wages	1,885,694	2,598,360	4,518,302	5,027,376	5,562,159
Benefits	<b>&gt;500,4</b> 10	681,330	1,234,274	1,384,770	1,542,923
Rent	<del>243,</del> 000	243,000	950,000	1,200,000	1,350,000
Utilties	<del>93,</del> 882	98,576	150,000	157,500	165,375
Other Facility Costs	<b>≥68,</b> 483	126,362	151,635	159,216	167,177
Insurance	<del>21,</del> 922	28,752	30,190	31,699	33,284
Sponsor Fee	<del>&gt;99,9</del> 99	205,080	315,900	333,690	384,450
Legal	<del>36,</del> 310	32,679	40,000	40,000	40,000
Marketing	<del>71,5</del> 37	25,920	30,000	30,000	30,000
Consulting	<b>≥20,</b> <i>7</i> 95	126,835	139,519	153,470	168,818
Special Education	<del>36,34</del> 2	47,664	71,259	77,593	87,094
Technology Services	<b>≥78</b> ,633	133,975	200,962	160,769	168,808
Food Service	<b>12,130</b>	13,343	19,948	21,722	24,381
Other Purchased Services	<del>25,649</del>	28,214	29,624	31,106	32,661
Supplies	<b>452</b> ,363	214,000	319,934	348,372	391,030
Capital Expenditures - New	<del>43,</del> 768	127,000	189,867	206,744	232,060
Other Costs	<del>&gt;55,9</del> 38	61,532	64,608	67,839	71,231
Other - Debt	<del>48,</del> 725	76,041	61,875	0	0
Total Expenses	4,095,580	4,868,662	8,517,896	9,431,866	10,451,450
	$\geq$				
Net Flow	342,171	2,556,270	2,892,560	2,649,853	3,439,663

1430 · Gain/Loss of Invesments	<u>Jul 22</u> 2,472.00	Aug 22	<u>Sep 22</u>	Oct 22 -	Nov 22	<u>Dec 22</u>	<u>Jan 23</u> -	<u>Feb 23</u>	<u>TOTAL</u> 2,472.00
1820 · Donations	18,576.78	2,472.46	8,638.84	1,295.00	2,694.43	16,125.83	22,935.72	11,604.89	84,343.95
1890 · Other Misc Receipts	-	170.01	837.03	· -	1,403.00	-	3,286.05	1,334.00	7,030.09
1840 · Before/After School	-	7,020.00	5,011.60	5,514.50	4,771.95	4,759.65	5,640.51	4,879.11	37,597.32
3111 · JV Adjustments	-	-	-	(645.71)	(752.51)	(767.83)	(1,095.89)	(1,093.73)	(4,355.67)
3110 · Foundation Basic - Other	-	-	-	1,113,134.25	278,012.95	271,665.84	282,922.71	271,603.23	2,217,338.98
3191 · Casino Tax	-	-	-	-	-	-	14,463.71	-	14,463.71
499 - School Safety Grant	-	-	-	-	-	-	100,000.00	-	100,000.00
516 - IDEA B Revenue	-	-	-	-	-	-	-	49,813.81	49,813.81
572 - Title I Revenue	-	-	-	-	-	-	-	20,972.83	20,972.83
587 - IDEA ECSE Revenue	-	-	-	-	-	-	-	1,708.10	1,708.10
590 - Title IIA Revenue	-	-	-	-	-	-	-	6,055.82	6,055.82
1161100 · Contracted Subsitutes	-	-	-	-	100.00	50.00	-	50.00	200.00
516 - IDEA B Grant Salaries	-	-	-	-	-	-	-	37,854.56	37,854.56
572 - Title I Grant Salaries	-	-	-	-	-	-	-	972.83	972.83
590 - Title IIA Grant Salaries	-	-	-	-	-	-	-	6,055.82	6,055.82
1111110 · Salaries & Wages - Other	37,875.00	102,889.80	167,935.45	169,252.43	173,800.75	170,420.86	172,544.12	133,191.92	1,127,910.33
2411110 · Medical Expense	1,137.41	29,049.62	10,413.50	16,553.03	13,018.69	12,675.86	12,675.86	12,675.86	108,199.83
2901190 · Payroll Taxes	1,672.01	602.73	7,474.49	6,632.64	4,684.16	4,366.57	8,391.68	8,220.14	42,044.42
2111110 · Pension Expense	5,302.50	14,404.57	12,737.24	34,466.27	24,332.10	23,858.92	24,156.18	24,933.32	164,191.10
4111110 · Instructional Services	-	-	-	50.00	890.00	519.59	1,293.00	100.00	2,852.59
516 - IDEA B Sped Services	-	-	-	-	-	1,701.25	5,776.50	4,481.50	11,959.25
4121239 · Special Education Services - Other	-	-	-	1,550.00	-	1,230.00	-	-	2,780.00
4152310 · Sponsor Fee	-	-	-	33,374.66	8,317.81	8,126.94	8,454.80	8,115.29	66,389.50
4152550 · Payroll Processing Expenses	300.50	432.50	306.32	263.50	268.00	267.00	257.00	831.32	2,926.14
4162490 · EMIS Services	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	8,000.00
4182490 · Legal Services	14,307.00	904.50	-	-	-	-	-	1,098.50	16,310.00
4182530 · Treasury Services	5,075.00	5,075.00	5,075.00	5,075.00	3,750.00	3,750.00	3,750.00	3,750.00	35,300.00
572 - Title 1 Professional Serv	-	-	3,000.00	3,500.00	3,500.00	5,000.00	5,000.00	-	20,000.00
4192490 · Other Professional Services - Other	3,500.00	4,019.20	500.00	3,050.00	-	-	-	-	11,069.20
4192960 · Computer & Technology Services	11,624.35	7,538.53	49,035.13	8,292.23	7,538.23	16,329.48	20,038.93	9,146.15	129,543.03
4232720 · Maintenance & Repairs	35,854.40	33,279.74	6,141.10	7,984.25	5,666.40	15,389.36	4,669.06	1,045.58	110,029.89
4232760 · Security Services	-	-	-	-	150.00	-	-	-	150.00
4232790 · Custodial	1,090.00	11,608.00	3,200.00	3,500.00	3,500.00	4,500.00	3,500.00	3,555.00	34,453.00
4252720 · Rent	20,250.00	20,250.00	20,250.00	20,250.00	20,250.00	20,250.00	20,250.00	20,250.00	162,000.00
4252740 · Printer & Copier	651.80	598.80	472.80	532.76	975.16	510.23	2,756.73	791.39	7,289.67
4312491 · Professional Development	2,156.23	8,447.27	832.00	865.81	254.00	9,899.54	228.35	1,965.60	24,648.80
4432790 · Postage	119.95	392.93	127.09	98.96	137.27	183.64	-	-	1,059.84
4462490 · Advertising	21,608.28	11,158.98	2,783.75	23,915.71	5,484.97	3,362.50	2,725.42	97.12	71,136.73
4222720 · Trash Removal	1,108.64	293.07	384.19	260.29	266.77	263.34	253.96	254.88	3,085.14

4412790 · Telephone	1,929.10	1,691.92	1,847.39	1,560.92	-	1,877.58	2,060.64	3,246.52	14,214.07
4512790 · Electricity	677.73	1,033.84	953.44	6,734.00	1,593.67	2,080.35	2,187.19	-	15,260.22
4522790 · Sewage & Water	213.09	1,113.02	1,116.81	1,722.60	1,783.14	1,504.58	1,313.06	1,669.47	10,435.77
4532790 · Gas	455.94	308.69	331.74	1,952.35	2,522.09	11,540.19	5,175.70	-	22,286.70
4623120 · Food Service	-	-	2,777.50	943.79	958.82	304.40	2,202.45	1,343.25	8,530.21
516 - IDEA ECSE Supplies	1,708.10	-	-	-	-	-	-	-	1,708.10
5111130 · Instructional Supplies	95,617.67	24,482.78	31,340.94	18,610.28	20,985.87	3,903.46	1,587.20	332.82	196,861.02
5122490 · Office Supplies	35,158.30	28,545.50	4,965.61	(3,600.89)	710.60	723.90	598.36	364.96	67,466.34
5172212 · Computer Supplies & Technology	127,406.54	1,415.00	42.75	256.50	1,684.44	2,847.36	5,623.71	-	139,276.30
5722720 · Maintenance Supplies	14,208.99	10,467.02	4,662.34	2,024.75	4,742.97	793.37	1,010.91	2,341.90	40,252.25
5732411 · Equipment and Furniture	37,499.76	5,110.28	90.00	748.84	-	-	-	319.00	43,767.88
8292590 · Interest Expense	-	1,905.47	13,456.96	6,455.62	583.32	8,944.44	2,819.38	2,717.88	36,883.07
8482590 · Bank Fee	141.00	205.95	62.95	235.95	60.95	209.95	9.73	149.95	1,076.43
8492590 · Other Dues & Fees	3,433.44	-	31,000.00	-	-	101.25	238.93	700.00	35,473.62
8512590 · Insurance	2,228.80	1,114.40	2,656.40	2,111.90	1,203.70	899.94	2,396.06	1,811.03	14,422.23
8532590 · Treasurer Bond Premium	100.00	-	-	-	-	-	-	-	100.00
8914190 · Academic - Extra	-	4,761.06	3,141.58	427.78	77.07	54.03	-	1,840.69	10,302.21
8993423 · Non- Instructional Board	682.06	-	-	-	-	-	-	-	682.06

Projected Per Student Revenue	(6852 +	500 Facilitie	es)		7,852	7,852
Projected Enrollment					512	602
Projected Foundation Revenue					4,020,224	4,726,904
	Salaries	Certified	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>
<u>Position</u>		Teaching	Plan A	Plan B	Plan A	Plan B
Headmaster / Superintendent (W Bonus)	115,000	X	1	1	120,000	120,000
Dean of Faculty	77,000	X	1	1	77,000	77,000
Director of Operations	87,000	)	1	1	90,000	90,000
Dean of Student Life	77,000	)	1	1	77,000	77,000
Student Events Coordinator	60,000	X	0.5	0.5	30,000	30,000
ADMINISTRATION					394,000	394,000
Office Manager	60,000	)	1	1	60,000	60,000
Enrollment Manager / Registrar (Attendance)	60,000	)	1	1	60,000	60,000
Admin. Assistant	42,000		1	1	42,000	42,000
Development Manager						
School Nurse	38,000	1	1	1	38,000	38,000
STAFF					200,000	200,000
Certified Classroom Teachers	48,000	X	24	24	1,152,000	1,152,000
Art Teachers	49,025		2	2	98,050	98,050
Music Teachers	48,425		2	2	96,850	96,850
PE Teachers	52,400		2.5	2.5	131,000	131,000
Intervention Specialists*	62,500		5	5	312,500	312,500
Intervention Assistants*	20,520		0	0	0	0
Reading IA	50,000		0	0	0	0
Grade Level Instructional Aides	23,680		7	7	165,760	165,760
Day Porter	35,000		1	1	35,000	35,000
Substitute Teacher Pool (See below)	33,000		_	-	13,200	13,200
FACULTY					2,004,360	2,004,360
TOTAL SALARIES					2,598,360	2,598,360
* position possibly paid for by federal title money					2,330,300	2,330,300
Staffing Cost as a % of Projected Revenue					64.6%	55.0%
-						
Target					60.0%	60.0%
Target Salaries					2,412,134	2,836,142
Under <over> Target</over>					-186,226	237,782
Total Employees			52	52		
Total Certified Teachers		X	38	38		
Student to Licensed Certified Teacher Ratio			13.47	15.84		
			4.5	4-		
Instructional Staff (Licensed Teachers + Aides)			45	45 -		
Administrative Staff			7	7		
Sub Pool Calculation:						
Certified Teachers			38	38		
Days absent per teacher			5	5		
Cost per day			110			
Total Sub Pool Cost			20,900	20,900		

	A Original Approved Budget 2	<u>B - A</u>	<u>B</u> V 2.32 From Mike	<u>C - B</u>	<u>C</u> Current Budget 7/24/23		C - A
State Foundation	4,394,600	-120,400	4,274,200	214,005	4,488,205		93,605
Facilities	301,000	0	301,000	301,000	602,000		301,000
Quality School Funding	0		0		1,354,500		1,354,500
Equtiy	0	0	0	391,300	391,300		391,300
State Payments	4,695,600	-120,400	4,575,200	906,305	6,836,005	45.58%	2,140,405
Book Fee	57,190	-57,190	0	57,190	57,190		0
Federal Grants	278,927	0	278,927	0	278,927		0
Restricted Grants	100,000	0	100,000	0	100,000		0
Donations	210,000	0	210,000	60,000	270,000		60,000
Other Income	646,117	-57,190	588,927	117,190	706,117	9.29%	60,000
Total Income	5,341,717	-177,590	5,164,127	1,023,495	7,542,122	41.19%	2,200,405
Salaries & Wages	2,791,730	-28,130	2,763,600	-165,240	2,598,360		-193,370
Retirement / Insurance	735,249	-350	734,899	-53,569	681,330		-53,919
Purchased Services	1,051,974	-9,399	1,042,575	84,681	1,127,256		75,282
Supplies	214,000	0	214,000	0	214,000		0
Capital - New	127,000	0	127,000	0	127,000		0
Capital - Replacement	0	0	0	0	0		0
Other	61,532	0	61,532	0	61,532		0
Other Debt	166,667	-66,459	100,208	-51,788	48,420		-118,247
Operating Disbursements	5,148,152	-104,338	5,043,814	-185,917	4,857,897	-5.64%	-290,255
Net Operating Flow	193,565	-73,252	120,313	1,209,412	2,684,225	1286.73%	2,490,660
Debt Advances	1,400,000	-400,000	1,000,000	500,000	1,500,000		100,000
Debt Repayments	-1,300,000	400,000	-900,000	-1,100,000	-2,000,000		-700,000
Net Flow	293,565	-73,252	220,313	609,412	2,184,225	644.03%	1,890,660
Opening Cash	120,847	120,847	120,847	120,847	194,856		120,847
Projected Ending Cash	414,412	47,595	341,160	730,259	2,379,081	474.09%	2,011,507
Sponsor Fee Delta 3	%						64,212