

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **1900 East Dublin Granville Road, Columbus, Ohio 43229** (address of school) (“**School**”) in **Franklin County**, Ohio; and

WHEREAS, the **School** is located in the **Columbus City School District** (school district); and

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

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

ARTICLE I

Purpose

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

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

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within ten (10) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2024, no later than December 31 of the year the school opens, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within ten (10) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

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

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.017 and any other analysis conducted by the Department of Education and Workforce on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report;
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the Department of Education and Workforce and to the parents of students enrolled in the **School**; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7 below*); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance.
 - i. If necessary, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
 - ii. The **Sponsor** may take over the operation of the **School** and may remove or replace **School Governing Authority** members at its sole discretion should the **School Governing Authority** or any of its members: (1) materially and substantially modify the operations of the **School** without approval from the **Sponsor**; (2) abandon or be in material breach of its duties hereunder or at law, or (3) for other good cause.

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

- iii. If necessary, suspend the operation of the **School** pursuant to Ohio Revised Code section 3314.072 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
 - iv. If necessary, terminate this Charter pursuant to Ohio Revised Code section 3314.07 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
- (e) Monitor and evaluate the **School’s** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
- (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and
- (f) Provide assurances in writing to the Department of Education and Workforce not later than ten (10) 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) Abide by the requirements in the Sponsor's contract with the Department of Education and Workforce, even should those requirements affect the **School** and/or the **School Governing Authority**;
- (h) Other activities designed to specifically benefit the **School**;
- (i) Oversee the **School's** closure; and
- (j) Have in place a plan of action to be undertaken in the event the **School** experiences financial difficulties or closes prior to the end of a school year.

ARTICLE II

School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors or "Board") must contain at least five (5) Directors ("Directors" or "members"), who are not owners or employees, or relatives (as defined in R.C. 3314.02) of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Current resumes, which shall include full name, home and/or work address, a valid telephone number and electronic email address for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within ten (10) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the Governing Authority's approved policy or resolution.

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

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

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

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

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

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

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or
- (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting the **School Governing Authority** or any property thereof

(collectively, “Proceedings”) not previously disclosed in writing by the **School Governing Authority**; or

- (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority’s** property is subject.

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

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

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

- (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
- (viii) Enrollment Records – in the form of monthly FTEs; and
- (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

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

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

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

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

2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls, including the **School's** credit card (or procurement card) policy, adopted and include them as [Attachment 2.8](#) in this Charter.

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the **School**, the chief administrative officer and other

administrative employees of the **School**, and all persons contracted by the **School's** operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

ARTICLE III

Operations

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

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

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor**, and receive approval from the **Sponsor** prior to making any change. If the **School Governing Authority** contemplates the termination of any operator during the term of this Charter, the **School Governing Authority** must provide "reasonable notice" and a "transition plan" to the **Sponsor** and receive approval from the **Sponsor** prior to any proposed termination. In the event that a **School Governing Authority** fails to submit notice and receive approval prior to entering into a contract with an operator, changing an operator during the term of this Charter or removing an operator, then the **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**.

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

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

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

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

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

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

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

3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (A)(25) of section 3314.03 of the Revised Code, the Charter shall be void.

3.6 **Safety Plan.** Under R.C.3313.669, 3313.6610 and 5502.262, the **School Governing Authority or designee** shall submit to the director of public safety, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** within the first two (2) months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the **School** in order to attempt to be reflective of the community it serves or the local traditional public school district in which the **School** resides.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26 and 3314.06, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

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

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

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

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

(iii) Permit the enrollment of students who reside in any other district in the state.

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

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

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

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

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

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services. Additionally, the **School** shall not suspend, expel or remove a student from the **School** under section 3313.66 of the Ohio Revised Code solely on the basis of the student's absences from school without legitimate excuse.

3.12 **Students with Disabilities.** **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School**

Governing Authority may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).

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

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

- a. The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. The **School** shall provide upon request from the student or the student's parent or guardian such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the **School**; and
- b. The **School** shall provide a plan regarding how teachers will conduct visits with students throughout the school year. That plan shall be included as a part of [Attachment 6.3](#), the **School's** Education Plan. The plan must include the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted; and
- c. The **School** will set up a central base of operation and the **Sponsor** will maintain a representative within fifty (50) miles of the base of operation to provide monitoring and assistance; and

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

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

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

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

3.15 **Community School Bond.** No **School** shall initiate operation, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of a bond, the operator may provide a written guarantee of payment, which shall obligate the 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 operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

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

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

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

Governing Authority is not intending to use a blended learning model as defined in Ohio Revised Code 3301.079.

ARTICLE IV

Compliance With Laws

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

plans), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention, and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.0812 (Pre-service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (Student record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students, duties of board), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3322.20 (Ohio computer science promise program), 3322.24 (High school credit for courses under Ohio computer science promise program), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5502.703 (Ohio School Safety and Crisis Center), and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 2744 (Political Subdivision Tort Liability), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

The **School** shall also comply with R.C. 3302.04 (School district improvement support - continuous improvement plan) and R.C. 3302.041 (Implementation of corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**.

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

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

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

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

The **School** shall also comply with all applicable sections of Ohio Revised Code Chapter 3314 (Community Schools). Certain laws listed above which are not specified therein as mandatory, are permissive unless otherwise specifically required under this Charter. Laws listed above which are mandatory are also mandatory under this Charter.

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

ARTICLE V

Facilities

5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **1900 East Dublin Granville Road, Columbus, Ohio 43229**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this Charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the operator, must be documented in writing.

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

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

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

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

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

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve **grades 9-12 and ages 16-21** [and students over 22 years of age that

are eligible to participate in a competency-based education program authorized by Ohio Revised Code section 3314.38. The **School** shall provide the education plan template as provided by the **Sponsor** as [Attachment 6.3](#) for all grades listed in this Charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a Charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

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

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

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

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned with the Ohio's New Learning Standards including English,

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

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

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

6.4 **Accountability Standards.** The **School's** two academic and one non-academic goals shall be reflected in the **School's** OIP approved by the **School Governing Authority**. During the first year a **School** enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by September 30th. Each year, the **School** will be assessed on its performance on these goals and applicable local report card measures, such measures as set forth in section 3302.03 or 3314.017 of the Revised Code), per the performance framework in [Attachment 6.4](#). If the **School** does not meet the goals established in [Attachment 6.4](#) it will be placed in intervention status. The **School Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments approved by the Department of Education and Workforce as a student growth measure and any other standards and/or assessments required by law or

recommended by the **Sponsor**. All assessments must be timely and properly administered, met and completed. The nationally normed standardized assessment approved by the Department of Education and Workforce as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** within ten (10) days of the **School** receiving the results and/or no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, for all students, in order to provide guidance for the **Sponsor** to review yearly progress. All assessments and intended benchmarking are identified in Attachment 6.5.

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

ARTICLE VII

Reporting

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

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

7.3 **Site Visits**. The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as the **Sponsor** deems advisable or necessary.

7.4 **One Needs Assessment and One Plan Checklist**. The New Community School Checklist One Needs Assessment and One Plan of the **School** shall be submitted to the **Sponsor** and may not be changed without the prior written consent of the **Sponsor**.

ARTICLE VIII

Employees

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

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

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

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

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

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

8.4 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits as set out in [Attachment 8.4.](#) In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes [Attachment 8.3](#) to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.

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

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

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

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

ARTICLE IX

Finance

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

9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within ten (10) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

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

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

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

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

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

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

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

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

ARTICLE X

Insurance/Indemnification

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

Authority must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

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

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

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

ARTICLE XI

General Provisions

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

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

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

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

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

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

11.5 **Term.** This Charter shall be for a term of **six (6) years commencing on July 1, 2024 and ending on June 30, 2030**. During the **2029-2030** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** which shall occur prior to any charter renewal or at least every five (5) years, whichever comes first. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4**.

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

11.5.2 Even though schools may be granted safe harbor from closure under R.C. 3314.35, the provisions in this section 11.5 does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

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

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

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

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

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

(a) After the high-stakes review, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:

- (i) Failure to meet student performance requirements stated in this Charter;
- (ii) Failure to meet generally accepted standards fiscal management;
- (iii) Violation of any provision of this Charter or applicable state or federal law;
- (iv) Other good cause.

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

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

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

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** if the **Sponsor** sends to the **School Governing Authority** a written notice of the **Sponsor's** intent to suspend the operation of the **School** or Charter. The notice shall explain the reasons for the **Sponsor's** intent to suspend operation of the **School** or Charter and shall provide the **School**

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

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

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

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

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

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

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

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

- (a) the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as prescribed in R.C. 3314.07(B)(3); or

- (b) if an informal hearing is requested under R.C. 3314.07(B)(3) and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

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

11.11 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for the **Sponsor** to assume the operation of the **School** under Section 1.4 of this Charter, including replacing the entire **School Governing Authority** or any member of the **School Governing Authority**, suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within 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**.

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

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

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

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

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

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

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

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

11.18 [RESERVED]

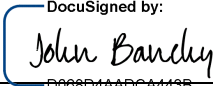
11.19 **Attachments.** All [Attachments \(1.3-9.4\)](#) to this Charter are attached hereto and incorporated by reference into the Charter.

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

[Signatures on Following Page]

Executed this 7th day of May, 2024 in Hamilton, CO, Ohio.

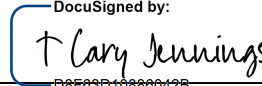
Sponsor
St. Aloysius

By: 
 (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**.

School Governing Authority of
Career Prep Virtual High School

By: 
 (Name)

Its: Board President
 (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	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/12/2024	202401201082	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

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

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

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
5165471

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

CAREER PREP VIRTUAL HIGH SCHOOL, INC.

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 01/12/2024

Document No(s):

202401201082



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
12th day of January, A.D. 2024.

Ohio Secretary of State



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

Second: Location of Principal Office in Ohio

City State

County

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

Third: Purpose for which corporation is formed

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

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

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

CAREER PREP VIRTUAL HIGH SCHOOL, INC.

(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:

AMY GOODSON

(Name of Statutory Agent)

288 S MUNROE RD

(Mailing Address)

TALLMADGE

(Mailing City)

OH

(Mailing State)

44278

(Mailing ZIP Code)

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

AMY E. GOODSON, ESQ.

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, AMY GOODSON, named herein as the
(Name of Statutory Agent)

Statutory agent for CAREER PREP VIRTUAL HIGH SCHOOL, INC.
(Name of Corporation)

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

Statutory Agent Signature AMY GOODSON

(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

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

AMY E. GOODSON, ESQ.

Signature

By (if applicable)

Print Name

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**ADDITIONAL PROVISIONS
TO
ARTICLES OF INCORPORATION
OF
CAREER PREP VIRTUAL HIGH SCHOOL, INC.**

THIRD: The Corporation is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Third Article hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code (or the corresponding section of any future federal tax code) or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code (or the corresponding section of any future federal tax code).

FIFTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to a public benefit corporation, the United States, a state or any political subdivision of a state, or an organization recognized as exempt for federal income tax purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to an organization described above, as said Court shall determine. Notwithstanding anything contained in this Article V, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

CODE OF REGULATIONS OF CAREER PREP VIRTUAL HIGH SCHOOL

ARTICLE I GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Career Prep Virtual High School (the “Corporation”).

Section 2. Operation, Objectives, and Guiding Principles.

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II BOARD OF DIRECTORS

Section 1. Management.

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

Section 2. Authority.

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

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

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

Section 4. Director Vacancies and Removal of Director.

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

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

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

Section 5. Qualifications.

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

Section 6. Compensation.

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

Section 7. General Powers of the Board.

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

Section 8. Other Powers.

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

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

ARTICLE III MEETINGS

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

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

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

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

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

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

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

Section 3. Quorum.

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

Section 4. Vote of Directors.

Unless otherwise explicitly indicated otherwise in this Code of Regulation, all matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members present and entitled to vote.

Section 5. Executive Session.

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

ARTICLE IV OFFICERS

Section 1. Election of Officers.

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

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

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

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

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

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

Section 2. Assistant and Subordinate Officers.

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

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

Section 3. Duties of Officers May be Delegated.

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

Section 4. Qualifications and Authority of Officers.

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

Section 5. Term of Office.

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

Section 6. Resignation and Removal.

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

Section 7. Officer Vacancies.

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

ARTICLE V COMMITTEES

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

ARTICLE VI BOARD POLICIES

Section 1. Nondiscriminatory Policy

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

Section 2. Conflicts of Interest Policy

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

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification.

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

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

Section 2. Insurance.

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

**ARTICLE VIII
CONFLICT WITH ARTICLES OF INCORPORATION**

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

**ARTICLE IX
DISSOLUTION**

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

**ARTICLE X
FISCAL YEAR**

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

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

Goal

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

Application

The Board has contracted with an Education Management Organization ("EMO") to operate the School and delegates to the EMO the responsibility for researching and applying for grants, including, but not limited to Title I (all sections), Title II-A, Title II-D, Title III LEP, IDEA-B. The EMO shall prepare each grant application ("Application") in accordance with all legal requirements and shall submit the Application to the Board Designated Fiscal Officer for approval. Subsequent amendments to the Application shall also be approved by the Board Designated Fiscal Officer.

Expenditures

When the Board receives an allocation of Grant Funds and delegates to the EMO the responsibility for spending the Grant Funds on behalf of the School in accordance with the Application and in accordance with federal, state and local laws where applicable including but not limited to 34 CFR 80.36 and 34 CFR 70.20 et seq. related to procurement.

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

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

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

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

Reporting

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

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

FIXED ASSET POLICY

I. FIXED ASSETS DEFINED

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

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

II. FIXED ASSET CLASSES

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

A. Land

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

B. Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchases costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

C. Building Improvements

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility into and around the building. A building improvement must have a significant impact and be a material amount (\$5,000 or more) in order to be capitalized. Building improvement costs include construction costs,

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

D. Furniture and Fixtures

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

E. Equipment

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

F. Computers and Software

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

G. Construction-In-Progress

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

H. Used Equipment

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

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

I. Federal Program Property

All acquisitions of federal property must be placed into the Governing Authority's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex.: "Title 1 FY2002." Publications detailing Capital Asset federal grant regulations include: OMB Circular A-87; OMB Circular A-102; OMB Circular A-110; and OMB Circular A-21.

III. DEPRECIATION

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

Pro-Rate convention states that Fixed Assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows: Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal. The "Book Value" is the original cost less accumulated depreciation.

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

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

Fixed Asset System Maintenance requires the Operator to:

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

Physical Inventory of Fixed Assets:

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

The inventory taking process is initiated by the School in order to:

1. Confirm and validate Fixed Asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixtures and equipment characterized as movable.

The actual comparison is the responsibility of the Operator. The Operator will forward the completed record and a copy of the inventory to the School for final review and comparison semi-annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to ensure all purchases and disposals are recorded, tracking assets not on the listed location to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to this Fixed Asset Policy, etc. It is important to follow up on any problem identified to ensure it has been corrected.

IV. Disposal

Once property is no longer needed for school purposes, it shall be slated for disposal pursuant to the following procedures. These disposal procedures cover fixed assets that have been capitalized as well as fixed assets that have not been capitalized and do not represent consumable supplies. The complete listing of the capitalized assets and assets that have not been capitalized that have not been disposed make up the inventory listing. The board directs the Operator to provide the inventory listing to the sponsor on an annual basis. Any item that is less than \$100 or with an estimated life of one year or less is considered a consumable and will not be a part of the annual inventory listing.

A. Capitalized Assets.

1. An item is capitalized if the cost of the asset exceeds \$5,000 and the estimated life is greater than one year.
2. A capitalized asset is not immediately expensed and provisions for depreciation are made over its useful life.
3. The fiscal officer shall maintain a schedule of the capitalized assets and related depreciation.
4. The scheduled of capitalized assets shall include an identifier as to whether the purchase was made with federal funds.
5. The board directs the Operator to periodically review all capitalized assets and authorizes the disposition by sale, donation, trade or discard of any property that is not required for school purposes. The Operator shall review the schedule annually to determine if the items on the schedule are still operable, scraped, otherwise disposed or should be sold. The fiscal officer shall determine the value of the property pursuant to a reasonable method as determined by the fiscal officer.
6. The board shall annually approve dispositions made by the Operator.

B. Not Capitalized Assets

1. An item is not capitalized if the estimated life is greater than one year and the purchase is less than \$5,000.
2. An item that is not capitalized is expensed at the time of purchase.
3. The board directs the Operator to maintain a schedule of those items purchased.
4. The schedule of assets not capitalized shall include an identifier as to whether the purchase was made with federal funds.
5. The board directs the Operator to periodically review all assets that are not capitalized and are not consumables and authorizes the disposition by sale, donation, trade or discard of any property that is not required for school purposes. The Operator shall review the schedule annually to determine if the items on the schedule are still operable, scraped, otherwise disposed or should be sold. The fiscal officer shall determine the value of the property pursuant to a reasonable method as determined by the fiscal officer.
6. The Board shall annually approve dispositions made by the EMO.

C. Disposal of Assets Purchased with Federal Funds

The Board will be notified when any real or personal property, acquired with federal funds or with an acquisition value that meets or exceeds the fixed asset threshold, is no longer needed for school purposes. All such property shall be sold, donated, traded, or discarded pursuant to federal guidelines.

FTE True-Up Policy

Background

The School is a community school as established under ORC 3314, governed by a Board of Directors (“Board”) and receives foundation funding pursuant to ORC 3314.08. Foundation funding is determined by the annualized full-time equivalent (“FTE”) enrollment of each student at the School. Foundation funding payments are made on a monthly basis during the fiscal year based on estimates of enrollment. The School updates student FTE information in EMIS as required. However, the final FTE is determined after the fiscal year concludes and is subject to further adjustment by the Ohio Department of Education (“ODE”)

The final FTE may not reflect the monthly estimates of enrollment. Therefore, the foundation funding received may need to be reconciled with ODE.

ODE may also conduct an FTE review pursuant to ORC 3314.08 to verify the accuracy of the enrollment and attendance data report by the School into EMIS. The results of these FTE reviews may yield a receivable from or payable to ODE based upon the results.

True-Up

All agreements entered into by the School in which payment is based upon a percentage of FTE or foundation funds received by the School are subject to reconciliation corresponding with the School’s ODE adjustment and reconciliation (“True Up”). Parallel to the reconciliation between the School and ODE, the results of the True-Up may yield a receivable from or payable to the School.

Timing for True-Up

For accuracy, True-Up should be conducted after:

- (1) ODE has issued its final FTE adjustments for the applicable fiscal year, and
- (2) Any and all appeals involving the School’s FTE calculation are adjudicated.

Terms of True-Up for Overpayment Due to the School

Unless the Applicable Agreement includes sufficient provisions for conducting a True-Up, the Board shall require from a party owing the School funds for Overpayment, written agreement with the third party specifying (1) the True-Up amount, (2) the re-payment period, (3) whether the Board is requiring collateral or other assurances for future re-payment, and (4) other applicable terms and conditions.

True-Up Payments Resulting in Underpayments

Consistent with the Auditor of State’s guidance, the School shall also perform True-Up calculations and payments to the third party for final FTE adjustments from ODE that result in a positive amounts.

True-Up Provisions in School Contracts

To avoid uncertainty, delay, and potential disagreement with vendors, the Board should attempt to include a True-Up provision in any agreement in which the Board enters in which payment is based upon FTE or a percentage of foundation funds. Such provision should include (1) a method by

which the true-up amount will be calculated, (2) when the true-up will be calculated, and (3) under what terms the repayment will be made.

If the Board is uncertain whether an agreement requires a True-Up, the Board shall obtain a legal opinion from legal counsel as recommended by the Auditor of State.

Fundraising Policy

All fundraising activities conducted in the name of the School or using the School's non-profit status, including crowdfunding or other internet based methods of requesting or receiving donations, must be conducted in accordance with this policy and other procedures as developed by the School Administrator.

General Policy

Any goods requested in a fundraising activity shall be compatible with the School's educational plan, educational philosophy, IT systems, and all board policies.

Funds shall be solicited in a respectful manner and without pressure. Prior to utilizing a company's services, organizers of any fundraising activity shall thoroughly research any company assisting with or being utilized in the activity, taking into account the reputation of the company. All donations (in the form of money, tangible goods, or otherwise) shall be designated as School property. Any materials purchased with donated funds shall be considered School property and not the property of any staff member or other individual or group.

Approval Required

All fundraising activities must be approved by the School. Approval must be obtained from the School Administrator or his/her designee prior to commencing activities.

Communication of Fundraiser Purpose

Fundraising organizers utilizing school name, logo, or other insignia as part of the fundraising campaign, should be at all times be mindful of maintaining the School's positive image and reputation.

Recording and Deposit of Donations

The School is responsible for ensuring that all monetary funds received by the School are deposited in a timely manner. All donations shall be inventoried or deposited immediately. Deposits shall be made through the School's designated fiscal officer.

Reporting Requirements

The School shall comply with any required reporting associated with a crowdfunding site or other fundraising activities. Accurate and complete documentation of income and expenses, including cash, must be maintained.

Restricted Actions

No person shall be reimbursed directly from the proceeds from fundraising activity. Rather, any individuals requesting reimbursement related to fundraising shall use the School's regular request for reimbursement process. No services that send donations to an individual teacher or staff member shall be used. Only crowdfunding service companies that require all donations be made directly to the school shall be used. Any activity that violates FERPA or IDEA is strictly prohibited.

Compliance with Law

The School shall comply with all applicable laws governing any fundraising activity. Organizers of the crowdfunding activity shall ensure that activity does not violate FERPA or any other student confidentiality law, regulation, or policy. The School may conduct raffles as permitted under ORC 2915.092 and other applicable rules and regulations will be permitted. The School shall not engage in or permit any illegal raffles.



Accounting Policies and Procedures Manual
Description of Internal Control Procedures

Rev. January 1, 2024

Accounting Policies and Procedures

FISCAL MANAGEMENT OVERVIEW

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

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

FISCAL MANAGEMENT PROCEDURES

I. Purchasing

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

Any items and contracts valued under \$9,999, that are included in the board approved budget, are considered approved by the governing authority upon its resolution. Any other item or contract valued over \$10,000 will be required to have a specific board approved resolution allowing the purchase.

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

II. Accounts Payable

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

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

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

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

III. Travel

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

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

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

IV. Cash Receipts

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

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

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

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

V. Accounts Receivable

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

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

VI. Investments

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

Note: Initially, the School will not maintain any investments beyond interest-bearing instruments available through its financial institution. At such a time that the school is able to consider a more diverse investment strategy, a Board-Approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.

VII. Fixed Assets

The School will follow a policy of capitalizing individual assets costing greater than \$5,000 for a single item. Depreciation will be computed using a straight-line method over 5 years for equipment and furniture, life of lease of any leased facility upgrades, and 40 years for building and its improvements.

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

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

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

VIII. Grant Programs

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

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

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

IX. Month End Procedures

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

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

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

Internal Control Policies and Procedures

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

I. AUDIT

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

II. BUDGET

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

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

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

PEX CARD POLICY

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

EXPLANATION OF PEX CARD

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

AUTHORIZED USERS/PURCHASES

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

LIMITS

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

PERMITTED TRANSACTIONS

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

PROHIBITED TRANSACTIONS

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

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

CARDHOLDER RESPONSIBILITIES

Cardholders are responsible for:

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

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

PROCEDURES FOR SUBMITTING RECEIPTS

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

RETURNS AND CREDITS

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

CONSEQUENCES FOR MISUSE/POLICY VIOLATIONS

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

DOCUMENTING EACH TRANSACTION

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

Valid source documentation should be:

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

All documentation must include the following information:

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

PENALTIES AND LATE FEES

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

FISCAL OFFICER RESPONSIBILITIES

The fiscal officer shall monitor:

- the number of cards and accounts issued

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

REPORTING

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

PEX CARDHOLDER AGREEMENT FORM

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

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

User Name (PRINT)

User Signature

Date

Sign and submit to Fiscal Officer

Charter School Operating Agreement

This Management Agreement ("Agreement") is entered into effective as of July 1, 2024, by and between Career Prep Virtual School LLC, an Nevada limited liability company (the "Company"), and Career Prep Virtual High School, an Ohio non-profit corporation (the "School") governed by a Board of Directors ("Board") (Collectively "the Party or Parties").

WHEREAS, the School is an Ohio public benefit corporation which will operate a community school pursuant to Ohio Revised Code Chapter 3314;

WHEREAS, the Company wishes to provide the School the requisite educational, managerial, financial and other consulting services necessary for the implementation of the School's educational program;

WHEREAS, the School desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate the School all in accordance with the community school contract the School has with its sponsor (the "Sponsor Contract"), St. Aloysius Orphanage (the "Sponsor"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the School's educational program.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Term. The initial term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue, unless terminated sooner pursuant to the terms herein, for the initial term of the Sponsor Contract. Thereafter, this Agreement will automatically renew for the duration of any extension or renewal of the Sponsor Contract or the duration of a new sponsor contract, if applicable, unless the Agreement is terminated sooner pursuant to this Agreement.

2. Company Responsibilities.

a. Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

b. In order to assist the School in carrying out the terms of the Sponsor Contract, the Company shall, itself or through contractors, provide comprehensive, day-to-day school management services, which shall consist of all aspects of the School operations to the extent permitted by law, ("Company Responsibilities") including:

- (i) Purchasing or leasing all computers, software, equipment, and other personal property necessary for the operation of the School, which in the event of termination of this Agreement shall be disposed of pursuant to Section 14(a) and (b).
- (ii) Executing on the School's business plan to promote the School's long term financial stability.
- (iii) Developing and carrying out a comprehensive marketing plan that supports the School in recruiting, enrolling, and retaining students.
- (iv) Coordinating community relations and establishing community partnerships that provide resources to the students of the School.
- (v) Overseeing day-to-day management of the School, in accordance with the School's mission and in accordance with the Sponsor Contract and in compliance with obligations placed upon the School by its Sponsor and all applicable laws and regulations.
- (vi) Draft operations manuals, forms, handbooks, and policies and procedures, which shall be approved by the Board after consultation with the Board's legal counsel as appropriate, approval of which shall not be unreasonably withheld.
- (vii) Provide updated reports on financial, academic, and operation performance of the School and then reporting to these results to the Board, Sponsor, Ohio Department of Education and Workforce, and any entity as required by the Board.
- (viii) Maintain all School compliance and reasonably address any deficiencies.
- (ix) Provide comprehensive human resource management services for all staff employed by the Company to work at the School.
- (x) Carry out all recruiting, hiring, and staff evaluation.
- (xi) Develop and update a high-quality educational program aligned with the School's mission any requirements under the Sponsor Contract.
- (xii) Provide academic leadership to teachers, School leaders, and support staff including curriculum planning, teacher development, and team building.
- (xiii) Develop and support the execution of a professional development schedule that aligns with the educational program and academic goals.
- (xiv) Provide targeted professional development on the research-based practices detailed in the educational program.
- (xv) Lead and train administrative staff and ensure accurate student enrollment data is reported into student information systems (EMIS).
- (xvi) Train and support School staff on data analysis, state testing, and progress monitoring.
- (xvii) Lead curriculum development, including curriculum and individual learning plan framework, which shall be the intellectual property of the Company.
- (xviii) Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting, except where the School and the Company are in conflict.
- (xix) Determine staffing levels, and select, evaluate, compensate (including salary and fringe benefits) assign, discipline, transfer and terminate personnel, consistent with the School's needs, the Sponsor Contract, and state and federal law.
- (xx) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements.
- (xxi) Provide special education services to eligible students enrolled in the School in compliance with federal, state or local laws, rules and policies, and assist in the

performance of the School's obligation related to any special education due process hearing.

- (xxii) Provide to the Board regular reporting on the status of School report card progress and compliance with applicable standards.
- (xxiii) Use reasonable efforts to assist with establishing locations to complete the statewide achievement and diagnostic assessments, and where students may receive counseling, instructional coaching, and testing assistance.
- (xxiv) Identify and apply for grants (federal, national, state, local and philanthropic).
- (xxv) Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Sponsor Contract and Board adopted policies, which shall be developed and revised in coordination with the Company and in compliance with all applicable federal, state and local law.
- (xxvi) The Company shall procure necessary equipment, facilities and property for the operation of the School, including facilities necessary for administration of statewide achievement and diagnostic assessments.
- (xxvii) The Company shall procure all necessary services for the operation of the School.
- (xxviii) Take all steps necessary and reasonable to ensure that the Company and the School complies with the Sponsor Contract, laws, ordinances, rules, regulations, and orders applicable to the School.
- (xxix) The Company shall cooperate with the Board's legal counsel to schedule and prepare a proposed agenda for all required Board meetings.
- (xxx) Provide the Community School guaranty in the amount of Fifty Thousand Dollars with the Auditor of State of Ohio in accordance with the Sponsor Contract and as set forth at Ohio Revised Code Section 3314.50.
- (xxxi) Maintain all School records in compliance with law and the School's records policies and retention schedules; Respond appropriately to records requests, consulting legal counsel as necessary.

c. Access to Education Records. The School has determined that the Company has a legitimate educational interest in the education records of the School and grants to the Company and its employees and appropriate contractors access to such educational records under 20 U.S.C. 1232g, the Family Rights and Privacy Act ("FERPA"). Company acknowledges that such records are the property of the School, and upon the termination or expiration of this Agreement, such records shall be promptly returned to the School. Company agrees that it shall take commercially reasonable precautions to protect all educational records from re-disclosure, and that any accidental or unauthorized disclosure shall be immediately reported to the School and its Board and Company shall indemnify the School from any harm caused by Company's failure in such regard.

3. School Responsibilities.

- (i) The Board shall govern the School and be responsible for its operation in accordance with the Sponsor Contract. The Board shall cooperate and work with the Company to develop policies and procedures; provided however, the Board shall not revise policies, rules, regulations, procedures, curriculum, and approve budgets that materially alter the Company's obligations under this Agreement.

- (ii) The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement.
- (iii) School shall timely notify the Company of any known or anticipated: (1) material health or safety issues; (2) labor, employee or funding problems; and (3) problems of any other type that could adversely affect the School in complying with responsibilities hereunder.
- (iv) School shall timely notify Company of any special or emergency meetings, and a representative of the Company shall be available for each meeting, unless attendance is waived by the Board. The Board may invite a representative of the Company into any executive session of a meeting; provided however to seek the invaluable and expert input of management in any matter subject to an executive session and shall disclose any matters that materially impact the Company's ability to perform under the terms of Agreement.
- (v) As required by law, the Board shall engage a designated fiscal officer or Treasurer.

4. Loans by the Company. Loans by the Company for payment of expenses that are not Operating Expenses, shall be pursuant to a separate agreement between the parties and not controlled by this Agreement. Any such loans shall bear interest at the fair market rate.

5. Annual Budget. On or before the last day of May each year, the Board, with assistance from its designated fiscal officer/Treasurer and in consultation of the Company, will approve the annual budget for the School for the period beginning July 1 of that year, and ending June 30 of the next year and any revisions based on reasonable changes in circumstances (collectively, the "Annual Budget"). The Company shall present the Annual Budget to the Board in consultation with the School's Treasurer, and the Board shall approve the Annual Budget as presented provided it meets the minimum requirements of funding set forth in the Ohio Revised Code. The Board shall not refuse to approve the Annual Budget, unless there is an unquestionable failure of the proposed Annual Budget to fund the obligations of this Agreement or unless the proposed Annual Budget proposes an improper use of funds. If the Board believes that the proposed Annual Budget unquestionably fails to fund the obligations of this Agreement, the Board shall present its objections and the reasons for their position and shall work with its Treasurer, and the Company to resolve the dispute in ten (10) business days to the satisfaction of the Company and the School. If a resolution cannot be reached within ten (10) business days, the Board shall approve a budget reflective of the prior year's budget, pro rated by category proportionally to reflect changes to enrollment.

6. Educational Program. The educational program developed and provided by the Company to the School has been approved by the Board and may be adapted and modified by the Company from time to time as may be required by the Sponsor. The School and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Schools' mission, and the education plan stated in the Sponsor Contract. Company's curricular materials are and shall remain proprietary information owned solely by the Company and provided to School for a reasonable cost paid by the School in its Management Fee, defined elsewhere herein.

7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School. The Company shall remain responsible for Company's obligations under this Agreement and be solely responsible for all costs, expenses and fees associated with such subcontractors, and shall ensure that subcontractors complete any required BCI/FBI criminal records checks.

8. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School and the Company shall be required by the School to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Board where required by law.

10. Fees. a. Defined Terms. As used in this Agreement:

- (i) "Qualified Gross Revenues" shall mean all revenue received by the School from the State or any political subdivision, county, agency, department, or bureau of the State pursuant to the Constitution of the State of Ohio, the Ohio Revised Code, the Ohio Administrative Code, and/or any other state or local law whether on a per-student basis or otherwise, including, without limitation and for example only, casino and school facility funding. Qualified Gross Revenues do not include student fees, charitable contributions, proceeds from fundraisers, interest income PTA/PTO income, and/or Supplemental Revenues.
- (ii) "Supplemental Revenues" shall mean all amounts received under Federal Title Programs and such other federal, state, and local government funding designated to compensate the School for or assist the School in the education of its students and other miscellaneous revenue received, including but not limited to lunch program revenues and grants from any person or organization other than the federal, state or local government.
- (iii) "School Expenses" shall mean the usual and customary, expenses incurred directly by the School, which must be reasonable, including but not limited to routine auditor's fees, routine Fiscal Officer fees, routine attorney's fees, legal notice fees, insurance premiums, board stipends, and other miscellaneous fees such as membership dues etc. School Expenses do not include extraordinary expenses and/or any expenses that could not be reasonably foreseen by both parties at the time of this Agreement.
- (iv) "School Revenues" shall mean the School's share of Qualified Gross Revenues as provided in (b) below, plus all amounts received by the School which are not considered Qualified Gross Revenues or Supplemental Revenues

b. Payment of Sponsor Fee, Payment of Continuing Fee, Retention of School Revenues. Beginning July 1, 2024 and thereafter; each month, except as otherwise provided herein, the School shall distribute the Qualified Gross Revenue it receives as follows: (1) to the Sponsor the amount equal to three percent (3%), or such other percentage as required by the then effective Sponsor Contract ("Sponsor Fee"); (2) an amount equal to ninety-four and one half percent (94.5%) of the Qualified Gross Revenues to the Company as a management, consulting, and operation fee (the "Continuing Fee") subject to the reduction of the Continuing Fee by: a) an amount equal to the cost of the Fiscal Officer, which amount may shall be reasonably consistent with market costs for similar services at similar schools in Ohio; and (3) the remainder of the Qualified Gross Revenues not distributed according to (1) and (2), above, shall be retained by the School as School Revenues, except where the School owes a Reconciled Continuing Fee Payable, in which case the Reconciled Continuing Fee Payable shall be deducted and the remainder shall be retained by the School as School Revenues.

c. Reconciling Fees. Each month after each receipt of Qualified Gross Revenues but before payment of the Continuing Fee, the School shall pay first from School Revenues received to date and attributable to the then current fiscal year, monthly Board stipends and invoices for School Expenses relating to the current fiscal year which are then on-hand. In the event that School Revenues received to date and attributable to the then current fiscal year are insufficient to pay that fiscal year's Board stipends and invoices for that fiscal year's School Expenses then on-hand, the amount of such insufficiency shall be withheld from the Continuing Fee and the Fiscal Officer shall, after paying the Sponsor Fee, pay any such School Expenses first before paying the Continuing Fee, shall enter upon the School's books a Reconciled Continuing Fee Payable equal to the amount so withheld from the Continuing Fee, and shall provide the Company with a detailed listing of all School Expenses paid for that fiscal year, copies of applicable invoices and proof of payment thereof on a monthly basis or as otherwise requested by the Company so long as any Reconciled Continuing Fee Payable remains unpaid. Periodically, as and when the Fiscal Officer determines in its reasonable discretion that sufficient funds are available, School Revenues received to date and attributable to the then current fiscal year shall be used to reduce the Reconciled Continuing Fee Payable for that fiscal year to the greatest extent possible. The School must pay in full any outstanding Reconciled Continuing Fee Payable before using School Revenues received to date and attributable to the then current fiscal year to make any payment of expenses that do not constitute School Expenses. Following the end of each fiscal year, the Fiscal Officer shall update its determination of the Qualified Gross Revenues, Continuing Fee, School Revenues and School Expenses for that fiscal year, in each instance computed on an accrual basis, to reflect and include any post fiscal year-end receipts and adjustments made to Qualified Gross Revenues, Continuing Fees, School Revenues and School Expenses for that fiscal year, such as FTE or other adjustments, with additional payment made toward the applicable Reconciled Continuing Fee Payable to the extent possible or additional withholdings from the Continuing Fee as necessary. Any Reconciled Continuing Fee Payable remaining unpaid at the end of the following fiscal year may be forgiven by operation of this Agreement at the sole discretion of the Company, and any additional income or expense relating to that fiscal year which are received after such recalculation shall be included in the income and expenses for the following fiscal year for purposes of this Agreement. The parties agree that any Reconciled Continuing Fee Payable will be separately reported for each fiscal year.

d. Payment of Supplemental Revenues. 100% of all Supplemental Revenues shall be paid to the Company by the School.

e. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the educational program at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, facility payments, maintenance, and capital improvements.

f. Tagging Property Owned or Leased by the School. In making purchases or leasing property on behalf of the School, the Company shall comply with all applicable laws. The Company shall be responsible for the placement of tags identifying proper Board ownership in compliance with the Board's Fixed Asset Policy. No property owned by the School may be disposed of without the consent of the Board. The Company shall maintain records regarding the ownership of its property used in School operations. Any property located at the School, for which no tags or proof of ownership exists, is deemed to belong to the School.

g. Timing of Payments. All Continuing Fees payable hereunder shall, at the Company's option be made via electronic funds transfer within three (3) business days after receipt of Qualified Gross Revenues, subject to the withholding of portions of the Continuing Fee pursuant to (c) above. Title funds, other grant funds and any other Supplemental Revenues which are funded on a reimbursement basis shall be payable to the Company upon a reimbursement basis. Any Supplemental Revenues not funded on a reimbursement basis shall be paid to the Company not less than three (3) business days after receipt. The School shall cooperate with the Company to set up and establish necessary accounts and procedures such that the School may automatically transfer the funds received from the State when such funds are immediately available in the School's accounts.

11. School Personnel

a. Personnel. The Company shall be responsible for providing adequate staffing and administration. The Company shall determine staffing levels at the School in consultation with the Board and shall select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Sponsor Contract, and federal and State law. The School shall not solicit the Company's employees for employment with the School or any other Schools with overlapping Board members during the period that they are employed at the Company or for up to twelve (12) months after the employee leaves the employment of the Company. The Company shall ensure that all employees who will be working at the School will have undergone the required criminal background checks and that none have disqualifying offenses.

12. Insurance. All insurance policies described herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except upon 30 days' prior written notice to the policy holder. Upon request, the Company shall furnish School certified copies of the insurance policies or else Certificates of Insurance that demonstrate compliance with this Agreement.

a. Liability Insurance. The Company shall secure and maintain insurance covering its liability arising out of its performance of its duties under this Agreement, and provide coverage to the School, at levels of coverage that in conformity with the Sponsor Contract but that are not less than:

- (i) Workers' Compensation insurance pursuant to the requirements of the State of Ohio and with Statutory primary coverage and at least one million dollars (\$1,000,000) of Employer's Liability coverage; and
- (ii) Crime/Employee Dishonesty insurance with limits of at least five hundred thousand dollars (\$500,000); and
- (iii) Professional Errors & Omissions insurance with limits of at least one million dollars (\$1,000,000); and
- (iv) Umbrella liability coverage of five million dollars (\$5,000,000) in excess of the primary commercial general liability, automobile liability and employer's liability insurance policies.
- (v) Professional liability and management liability for the Board, Professional Liability and Management Liability Insurance for Schools with limits of at least one million dollars (\$1,000,000).

b. Coordination of Risk Management. The Parties shall coordinate risk management with one another. This will include the prompt reporting of any pending or threatened claim, the timely filing of notices of claim, cooperating fully with one another in the defense of any claim to the extent the Parties' interests are not divergent.

13. Termination

a. Termination by the School. The School may terminate this Agreement in the event (i) the Sponsor Contract is terminated or non-renewed, or (ii) the Company materially breaches this Agreement or causes a material breach of the Sponsor Contract and either: (A) the Company does not cure said material breach within 60 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within thirty (60) days, the Company does not promptly undertake and continue efforts to attempt to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.

b. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) the School fails to pay any fees or debts due to the Company within thirty (30) days of receiving written notice that such fees are due; (ii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of the Company, and (A) the School does not cure said material breach within thirty (30) days of its receipt of written notice from the Company, or (B) if the breach cannot be reasonably cured within thirty (30) days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iii) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after School opens for education of students for any School year shall not be effective until the next succeeding academic year. Notice of termination shall be delivered by the Company to

the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

c. Obligation to Continue Performance. In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay the Company the fees due the Company pursuant to "Fees" Section herein, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

14. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the School shall promptly return to the Company any materials containing the educational program, the Company's methods of instruction or operation and, subject to paragraph (b) below, all Company real and personal property, and shall cease use of any Company logos or insignias. Any personal property paid for with School funds, belongs to the School. The Company shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. Unless agreed to in writing by the Company, for a period not to exceed one (1) year, the School shall not attempt to contract directly with any employees vendors, or contractors of the Company located in the State of Ohio that provided services to the School. This Section shall survive any expiration or termination of this Agreement.

b. Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to the Company delivered within thirty (30) days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. The Company acknowledges that when the Company purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to the Company by the School as payment for services rendered, such property is property of the School and is not property of the Company in accordance with Ohio Revised Code 3314.0210.

15. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person,

nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

16. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

With a copy to:

Adam Schira
Dickinson Wright PLLC
180 East Broad Street, Ste. 3400
Columbus, Ohio 43214
Telephone: 614-744-2932
Email: Aschira@dickinsonwright.com

If to the School, to:

Career Prep Virtual High School

Attn: Board President

With copy to:
Amy Goodson, Esq.
Amy Goodson Co., LLC
288 S. Munroe Road
Tallmadge, Ohio 44278
Telephone: (330) 962-6776
Email: amy@amygoodsonlaw.com

17. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

18. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

20. Assignment; Binding Agreement, Change of Ownership. Neither Party shall assign this Agreement without the written consent of the other Party; provided however, the Company may

assign this Agreement to a subsidiary or affiliated entity of FusionEd LLC or LS Ohio LLC without School's consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

21. Independent Activity. All of the Parties to this Agreement understand that the Company's business is to operate and manage community Schools throughout the State and elsewhere. As such, the Parties agree the Company, and its affiliates, may operate other community Schools in the State of Ohio or anywhere else, whether the same may be considered competitive with the School or not.

22. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Ohio and registered to do business in the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

d. By entering into this Agreement, the Company is not in violation of any other agreement, legal or regulatory obligation.

23. Representations and Warranties of the School. The School hereby represents and warrants to the Company as follows:

a. The School is duly organized, validly existing, and in good standing under the laws of the State of Ohio and once a fully executed Sponsor Contract has been effectuated has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The School has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. Other than full execution of its Sponsor Contract, the School has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations

required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. By entering into this Agreement, the School is not in violation of any other agreement, legal or regulatory obligation.

24. Arbitration.

a. In the event of any dispute between the Parties hereto, the Parties may attempt to settle said dispute through voluntary mediation at the agreement of both Parties. In the event that mediation is not agreed to or is unsuccessful, the Parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each Party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in the State of Ohio, County of Franklin.

b. The Parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

c. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide that the prevailing Party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

d. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

25. Amendment. This Agreement may not be modified or amended except by a writing signed by each Party hereto against which any relevant term hereof is being enforced.

26. Contingency. This Agreement is contingent upon being approved by the School's sponsor pursuant to the School's Sponsor Contract.

27. Entire Agreement. This Agreement and any Appendices and Exhibits hereto shall constitute the full and complete agreement between the Parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.

[Signature on Following Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

DocuSigned by:
† Cary Jennings
D0F63D10886642B...

Its: Board President

COMPANY:

Its:

SCHOOL:

Its: _____

COMPANY:

DocuSigned by:

Bryce Johnson

421DCFEF8F3D443...

R Bryce Johnson, Chief Operating Officer

Its: _____

RELATIONSHIP AGREEMENT

THIS RELATIONSHIP AGREEMENT ("Agreement") is dated effective as of July 1, 2024, (the "Effective Date"), between Responsive Education Solutions, a Texas nonprofit corporation, ("RES") and Career Prep Virtual High School, LLC, a Nevada corporation, ("CPLLC"); CPLLC and RES collectively, the "Parties," and each individually, a "Party."

RECITALS

- A. WHEREAS, RES is knowledgeable and experienced in operating and promoting web-based distance learning programs; and
- B. WHEREAS, CPLLC has obtained a management agreement for a DOPR Virtual Charter School, and successfully operates, a number of charter schools in the State of Ohio, and desires to partner with RES to establish a technology-enabled school program serving the needs of students in grades nine through twelve, located in the geographic boundaries in which CPLLC has approval to operate charter schools, both currently and in the future, to be known as "Career Prep Virtual High School," alternatively referred to as "CP Virtual" ("CPV"). CPV will be a rigorous, comprehensive school program, providing students with a high-quality program that meets and exceeds all state regulations governing virtual schooling (the "Program"); and
- C. WHEREAS, CPLLC and RES desire to develop a relationship, utilizing the strengths of each Party in the operation of the Program to expand CPLLC's reach to the students living in the geographic boundaries in which CPLLC has approval to operate charter schools. CPLLC wishes to engage RES to provide certain services and products that will enhance the Program's operation as described in this Agreement; and

NOW THEREFORE, in consideration of the foregoing premises, of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. General Services and Operations

1.1. General Services: Engagement and Appointment

CPLLC hereby engages RES to provide, and RES agrees to provide certain Services (as defined hereafter in Section 1.2) to the Program, including services related to the operation and promotion of the Program during the Term (as defined hereafter in Section 9.1). In performing its services pursuant to this

Agreement, the Parties acknowledge and agree that RES is an independent contractor and not an instrumentality of CPLLC within the meaning of Ohio law.

1.2. Authority and Duties of RES

- 1.2.1. RES shall provide the services and products described in Exhibit A (the "Services"), which is attached hereto and incorporated herein for all purposes.
- 1.2.2. Subject to the limitations set forth herein, RES shall perform all Services in accordance with all requirements and activities as set forth in all federal, state, and local laws and regulations relating to the operation of the Program, including, but not limited to, Ohio law, including all laws and regulations applicable to CPV or CPLLC relating to the Services provided by RES under this Agreement. ("Applicable Law").
- 1.2.3. The Program shall consist of two sub-programs: a College Prep Program and an Alternative Program. These programs are described in Exhibit A.
- 1.2.4. RES reserves the right to subcontract any and all aspects of the Services it provides to the Program. RES's right to subcontract its Services under this Agreement shall not relieve RES of its obligations to perform any such subcontracted Services, and any such subcontractors shall be subject to all terms and conditions of this Agreement.
- 1.2.5. All contracts, subcontracts and other agreements entered into by RES in connection with the Services that shall be provided by RES under this Agreement shall be entered into by RES, on its own behalf and under its own name, and RES shall be solely responsible for all obligations thereunder, it being understood by the Parties that the Program is an instrumentality of CPLLC pursuant to Ohio law, and is not a separate legal entity which RES has authority to bind or obligate. RES and CPLLC shall have no authority to bind the other except as otherwise expressly stated in this Agreement.

1.3. Authority and Duties of CPLLC: Cooperation with RES

CPLLC shall have the specific duties and obligations set forth in Exhibit A. CPLLC shall take reasonable actions, and shall execute and deliver all agreements, documents, or instruments reasonably necessary to enable RES to perform its duties and obligations hereunder.

1.4. Public Statements

The Parties shall coordinate with one another on all public statements regarding the Program, their contractual relationship as set forth in this Agreement, and the performance by either of them of their respective obligations hereunder.

Notwithstanding the foregoing, RES may make periodic modifications and updates to the Program website and related materials without the consent of CPLLC as it relates to normal and routine updates, and in compliance with existing Ohio law, but shall modify or remove any such statements in the event CPLLC or CPV reasonably believe information located on the Program website is inaccurate, does not comply with state or federal law or guidance.

2. Revenues and Compensation

2.1. Program Revenues and Shares

Except as otherwise provided in this Agreement, "Program Revenues" will consist of all funding, including special program funding received by CPV, which includes Qualified Revenue and Grant Revenue, and excludes Non-Qualified Revenue, each defined below, pursuant or related to the school year in which the Program is offered, for each student enrolled in the Program, noting, however, that the Ohio Department of Education and Workforce may adjust such amounts after the end of an applicable school year.

"Qualified Revenue" shall mean all revenue received by CPV pursuant to Title 33 of the Ohio Revised Code and any other codified statute applicable to Community Schools as defined in the Code, including but not limited to, funding for regular public school students, special education funding, gifted and talented funding, funding for at risk students, and funding for students with limited English proficiency.

"Grant Revenue" shall mean all revenue received as a result of any application submitted by or on behalf of CPV or any funding agreement reached by or on behalf of the CPV including but not limited to Title I and other Title Funds, National School Lunch Program, Medicaid, Start-Up Grant, and other grants which are governed by use agreements that restrict the use of such funds to specified programs, facilities, professional development, transportation, or other specified needs of CPV and prohibit the use of such funds for general purposes of CPV.

"Non-Qualified Revenue" shall mean charitable contributions, fees charged to students, as and to the extent permitted by law, proceeds from fundraisers, lunch

revenue received from students who are not eligible for a free lunch, and any miscellaneous revenue received that is not Qualified Revenue or Grant Revenue.

2.1.1. RES Program Revenue Share:

- 2.1.1.1. RES will receive from CPLLC, via its management agreement with CPV, 85% of all Program Revenues associated with all students enrolled in the Program.**
- 2.1.1.2. In each school year, all disbursements owed to RES shall be due from CPLLC within thirty (30) days following the end of each month. Adjustments to the payment schedule may be made with agreement by both parties in writing.**
- 2.1.1.3. The Parties understand and agree that adjustments in Program Revenues may be necessary and occur due to changes in state and federal appropriations, if any. The Parties understand and agree that the payment made to RES will be adjusted to reflect any such adjustment(s), whether as an increase or reduction in the Program Revenues. If an adjustment is made by the state at the end of a school year that results in a reduction in Program Revenues for the Program during that school year, RES agrees to reimburse CPLLC, for such funds already received by RES, within forty-five (45) business days of receipt of written notice from CPLLC. If an adjustment is made by the state at the end of a school year that results in an increase in Program Revenues for the Program during that school year, CPLLC agrees to disperse the additional funds due to RES within forty-five (45) days of receipt of such funds by CPLLC.**

2.2. Assumptions of Risk

The Parties each specifically recognize and assume the risk that the Program Revenue share arrangement described in Section 2.1 above may not allow the Party to operate profitably, nor to fully cover its costs of providing its required services and obligations to the operation of the Program under this Agreement during any given period.

3. Books, Records, and Reports

3.1. Reports Required by Applicable Law

CPLLC shall retain responsibility for all filings required as the operator of CPV, which holds the Program's state authorization. RES shall, in a timely and diligent manner, assist CPLLC in the preparation of all filings required of CPLLC and/or CPV by Applicable Law or CPV's sponsor to be prepared and/or filed in connection with the operation of the Program, including, but not limited to, any reports or filings required by any local, state, or federal law in connection with licensing, unemployment insurance, workers' compensation insurance, disability benefits, FICA, withholding taxes, state audit requirements of CPV or CPLLC, state retirement programs (the State Teachers Retirement System of Ohio and School Employees Retirement System of Ohio), and other similar reports or returns now in effect or hereinafter imposed.

3.2. Program Reports

3.2.1. Revenue Report

CPLLC shall provide to RES, on a monthly basis and within thirty (30) days of the end of each month, a report of Program Revenues per student. RES will provide reasonable assistance to CPLLC, as requested, in the collection and distribution of data within RES's control that is required for creation of such reports.

3.2.2. Standardized Test Report

CPLLC shall provide to RES, within 30 (thirty) days after the release of results, a report indicating the individual test performance of each and every student in the Program who took the state authorized standardized test.

3.3. Audits

Each Party will cooperate with and give reasonable assistance to any independent public accountant retained by the other Party at such other Party's own expense to examine the reports or statements required to be prepared under this Section 3, and any records that form the basis for the Program Revenues as

described in Section 2.1. In the event that the specific Program Revenue item(s) being audited in a report or statement is erroneous, miscalculated, or otherwise inconsistent with the amount determined from such audit, and the discrepancy

benefits the Party initiating the audit \$10,000.00 or more and the discrepancy was caused by the audited Party, the audited Party shall promptly pay the full cost of such audit, together with any amounts determined to be due and owing as a result of such audit. Notwithstanding the foregoing, nothing contained herein shall entitle the Parties (or any other person or entity) to audit or otherwise have access to each other's respective financial statements or other financial information or records relating to either Party or its operations except as required by Ohio law, the Ohio Department of Education and Workforce or any other state or federal agency, CPV's sponsor, or other Applicable Law.

4. Personnel and Training

4.1. Administrative Personnel Responsibility

In furtherance of RES's obligations under Section 1 hereof, and subject to Applicable Law, RES will have the responsibility of determining staffing levels for the Program. Subject to applicable law, RES shall make personnel decisions for the Program's administrative and teaching positions described in Section 4, including, but not limited to, making determinations regarding hiring, dismissal, discipline, and assistance with supervision of such personnel.

4.2. Campus Director ("CD")

RES will employ a CD to monitor the performance of the Program's administrations. All salaries and benefits paid and inuring to the CD shall be the responsibility of RES. The CD will have supervisory authority over all RES teachers and RES administrative, instructional, and support staff under Sections 4.3 and 4.4 below.

4.3. Instructional Team

RES will be responsible for employing, at its expense, the instructional teams for the Program, including Teachers, Learning Facilitators, Learning Mentors, and any other instructional staff deemed necessary by RES. Staff may be responsible for working on a full-time, part-time, or contract basis. Each managing instructor or teacher assigned to the Program must be highly-qualified, and have undergone a criminal background check, unprofessional conduct check, and any other qualifying and/or certifying check required under Applicable Law. Upon request, RES will provide CPLLC with documentary evidence of compliance with this Section 4.3, subject to any confidentiality requirements of Applicable Law.

4.4. Additional Administrative Staff

RES will employ and determine the employment terms for additional administrative and support staff as it may require to support and operate the

Program (which may include but is not limited to teachers' aides, clerical staff, administrative assistants, bookkeepers, and maintenance personnel) and to perform its obligations hereunder.

4.5. Special Education Services

RES will employ or contract and will determine the employment terms for all certified personnel providing special education services to the Program and will be solely responsible for retaining all related-services providers for students in the Program and for providing all assistive technology, specialized courseware, and instructional accommodations. The Parties will work together, on a case-by-case basis, to resolve all special education needs, and RES will provide RES employees as may be reasonably required and requested by CPLLC to attend staff meetings, due process hearings, and as otherwise necessary to meet state and federal special education requirements.

4.6. Training

RES will provide in its instructional methods, curriculum, educational programs, and support technology to Program instructional personnel of CPLLC and RES, and any applicable contractors on an as-needed basis. RES shall be responsible for ensuring that all teachers have necessary in-service training with respect to all pertinent requirements of Applicable Law. Non-instructional personnel will receive such training as RES determines to be reasonable and necessary under the circumstances and according to applicable law.

4.7. Background Check and Fingerprinting

All personnel, whether employees of CPLLC or RES, who work at or with the Program, shall undergo a criminal background check and submit to fingerprinting as required by Applicable Law prior to beginning service with the Program. CPLLC and RES shall each bear the expense of such for their respective employees. To the extent permitted by Applicable Law, RES will provide CPLLC with the documentation that CPLLC needs to fulfill its obligations with respect to criminal background checks required for personnel working at or for the Program.

5. Compliance with Laws

Each of the Parties agree that it shall comply in all material respects with all Applicable Law. CPLLC and RES shall cooperate in taking all actions necessary or appropriate to ensure such compliance by RES and the Program. In furtherance of, and without limiting the foregoing, each Party shall, as requested by the other, and to the extent of that Party's knowledge, advise the other regarding Applicable Law. The Parties further understand and agree that, notwithstanding such exchanges of information, each has

access to its own legal counsel and other advisors, and nothing herein is to be as an agreement to provide legal or other professional advice or counsel.

6. Intellectual Property; Confidentiality; Marketing

6.1. Intellectual Property and Developments

- 6.1.1. Proprietary Materials. CPLLC acknowledges and agrees that RES has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to RES and its affiliates' (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, Program name, website design and domain numbers and names including those registered by RES and/or for RES, its affiliates and the Program and other materials created for the Program, and curricular materials and any and all customizations and derivative works thereof (collectively, "RES Proprietary Materials"). CPLLC further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the RES Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the RES Proprietary Materials, (ii) it has no right to use the RES Proprietary Materials unless expressly agreed to herein by RES, and (iii) RES and its affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the RES Proprietary Materials.
- 6.1.2. Sub-License of RES Proprietary Materials. RES hereby grants CPLLC a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the RES Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, CPLLC shall not: (i) or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the RES Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of RES, which approval may be withheld by RES in its sole discretion, or (iii) frame any website owned by RES. Upon the termination of such license, CPLLC will cease use of the RES Proprietary Materials, and will return all RES Proprietary Materials to RES promptly, including those in the possession of the Board and CPLLC employees participating in the Program.
- 6.1.3. Rights of Proprietary Marks. CPLLC acknowledges and agrees that, as between CPLLC and RES, RES (and its applicable affiliates) owns and

shall maintain all intellectual property rights, title and interest, including any goodwill, in and to RES and its affiliates' trademarks, service marks, trade dress and trade names including the Program name(s), Program logo(s) and related marks and trade dress and the RES mark, RES (& Design) and as may be featured in Exhibit B (collectively, "RES Proprietary Marks"). CPLLC further acknowledges and agrees that it has no intellectual property interest or claims in the RES Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the RES Proprietary Marks and has no right to use the RES Proprietary Marks except in the limited capacity as set forth in Section 6. I .4 or unless expressly agreed to in writing in advance by RES, which agreement RES may withhold in its sole discretion. RES acknowledges and agrees that, as between CPLLC and RES, CPLLC (and its applicable affiliates) owns and shall maintain all intellectual rights, title and interest, including any goodwill, in and to CPLLC and its affiliates' trademarks, service marks, trade dress and trade names and related marks and trade dress and as may be featured in Exhibit B (collectively, "CPLLC Proprietary Marks"). RES further acknowledges and agrees that it has no intellectual property interest or claims in the CPLLC Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the CPLLC Proprietary Marks and has no right to use the CPLLC Proprietary Marks except in the limited capacity as set forth in Section 6. I .4 or unless expressly agreed to in writing in advance by CPLLC, which agreement CPLLC may withhold in its sole discretion.

- 6.1.4. Sub-License of Proprietary Marks. RES hereby grants CPLLC a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the RES Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement Notwithstanding the foregoing, CPLLC will not be permitted to sublicense any rights under this Agreement without the advance written approval of RES, which approval may be withheld by RES in its sole discretion. Upon the termination of such license, CPLLC will cease use of the RES Proprietary Marks. CPLLC hereby grants RES a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the CPLLC Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, RES will not be permitted to sublicense any rights under this Agreement without the advance written approval of CPLLC, which approval may be

withheld by CPLLC in its sole discretion. Upon the termination of such license, RES will cease use of the CPLLC Proprietary Marks.

- 6.1.5. Limitations on Use of RES Proprietary Materials and RES and CPLLC Proprietary Marks by CPLLC. CPLLC will use the RES Proprietary Materials and the RES Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, CPLLC also agrees not to not alter, copy, disassemble, reverse engineer or modify the RES Proprietary Materials and/or the RES Proprietary Marks in any way, nor will CPLLC act or permit action in any way that would impair the rights of RES in them. CPLLC's authorized use will not create any right, title, or interest in or to the RES Proprietary Materials or the RES Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. RES will have the right to monitor the quality of CPLLC's use of the RES Proprietary Materials and the RES Proprietary Marks, and CPLLC will RES promptly in writing of any known infringement thereof and of any use of RES's intellectual property (including the RES Proprietary Materials, and/or the RES Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which CPLLC becomes aware. RES and CPLLC agree to reasonably assist each other in pursuing measures to prevent further use of RES's intellectual property by said unauthorized party. Any references to or use of the RES Proprietary Materials or the RES Proprietary Marks by CPLLC will contain the appropriate trademark, copyright or other legal notice provided from time to time by RES and will be subject to additional trademark usage standards developed by RES and modified from time to time by RES with advance notice in writing. Moreover, to the extent CPLLC has established any rights, title or interest in the RES Proprietary Materials or RES Proprietary Marks, CPLLC hereby and transfers to RES, its successors and all of CPLLC's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the RES Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of such marks. RES will use the CPLLC Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, RES also agrees not to not alter, copy, disassemble, reverse engineer or modify the CPLLC Proprietary Marks in any way, nor will RES act or permit action in any way that would impair the rights of CPLLC in them. RES's authorized use will not create any right, title, or interest in or to the CPLLC Proprietary Marks, any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. CPLLC will have the right to monitor the quality of RES's use of the CPLLC Proprietary Marks, and RES will

notify CPLLC promptly in writing of any known infringement thereof and of any use of CPLLC' Proprietary Marks by an unauthorized party, other than set forth or contemplated by this Agreement, of which RES becomes aware. RES and CPLLC agree to reasonably assist each other in pursuing measures to prevent further use of CPLLC' Proprietary Marks by said unauthorized party. Any references to or use of the RES Proprietary Marks by RES will contain the appropriate trademark, copyright or other legal notice provided from time to time by CPLLC and will be subject to additional trademark usage standards developed by CPLLC and modified from time to time by CPLLC with advance notice in writing. Moreover, to the extent RES has established any rights, title or interest in the CPLLC Proprietary Marks, RES hereby assigns and transfers to CPLLC, its successors and assigns, all of RES's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the CPLLC Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of such marks.

- 6.1.6. Publicity/Press Release. RES may use CPLLC's name and Program references in a listing of new, representative, or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. CPLLC may use RES's name and Program references in a listing of new, representative, or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press at the request of either of them, subject to prior written consent and approval of the form and substance of both CPLLC and RES.

6.2. Confidentiality

- 6.2.1. The Parties agree, to the extent permitted by law, to keep strictly confidential all confidential or proprietary information about or belonging to a Party (including without limitation any works, work product or related information) to which the other Party gains or has access to by virtue of the Parties' relationship. Except as disclosure may be required to obtain the advice of professionals or consultants or as may be required by applicable law, each Party shall use its best efforts to ensure that such information is not disclosed to any other third person or entity without the prior written consent of the other Party. The Parties further acknowledge and agree that RES, in fulfilling its duties and responsibilities under this Agreement, shall maintain all records and shall make such records publicly available as may be required by applicable law. Further, in its operation of the Program, RES

acknowledges state and federal requirements regarding the confidentiality of student information and agrees to strictly adhere to such requirements.

6.3. Marketing Plan

The marketing and promotion of the Program shall be the responsibility of RES; provided, however, that the Parties will work in collaboration as specified in and subject to a marketing plan for each school year. RES shall entertain comments and concerns related to the proposed marketing plan.

7. Insurance

7.1. Insurance by RES and CPLLC

At all times during the Term, the Parties shall place and maintain, at their own expense, the following insurance coverage:

- 7.1.1. Comprehensive commercial general liability coverage in an amount of \$1 million per occurrence, and of \$3 million in the aggregate for personal injury and property damage.
- 7.1.2. With respect to either Party's personnel employed by or assigned to the Program, appropriate workers' compensation insurance as required by the laws of the State of Texas and/or Ohio, as applicable, and employer's liability insurance in an amount not less than \$1 million per occurrence.

7.2. Parties Insured and Amounts of Coverage

- 7.2.1. Any comprehensive commercial general liability policy maintained by RES or by CPLLC under Section 7.1 with respect to the operation of the Program and this Agreement shall:
 - 7.2.1.1. Include RES and CPLLC as additional insureds thereunder, as their interests may appear; provided, however, that each Party's insurance shall be primary and non-contributing except to the proportionate extent of their third party liability under Section 10 below; and
 - 7.2.1.2. Include a provision that such policy shall not be canceled or materially altered or amended without at least 30 days' prior written notice to each insured named therein, and notwithstanding any act or negligence of such insured that otherwise might result in forfeiture of said insurance; and

7.2.1.3. Include a provision that such insurance shall not be invalidated by any act or negligence of RES or CPLLC.

7.2.2. Each Party shall furnish such evidence of insurance coverage as may be reasonably requested by the other from time to time.

8. Representations and Warranties of the Parties

8.1. Each of the Parties represents and warrants that it has the full power and authority to enter into and perform its obligations under this Agreement, and that this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with the terms hereof.

8.2. Each Party and its employees, contractors, agents, and representatives shall provide all of the services described in this Agreement in a professional manner and in accordance with industry standards.

8.3. Each Party and its employees, contractors, agents, and representatives shall, at all times, comply with Applicable Law, and be duly licensed and otherwise authorized to provide the services specified in this Agreement.

8.4. Each Party's provision of services described in this Agreement does not and will not infringe or violate any legal or equitable right of any third parties, including but not limited to any contract right or intellectual property rights.

9. Term and Termination

9.1. Term of Agreement

RES's Services, as described in this Agreement, shall commence on the Effective Date and shall continue, unless earlier terminated as provided in this Agreement, through **June 30, 2027** (the "Initial Term"). This Agreement shall automatically renew for successive three-year periods (the "Renewal Term") unless either Party delivers written notice of intent not to renew this Agreement to the other Party no later than March 1 in the year of the Initial Term or applicable Renewal Term, or this Agreement is otherwise terminated earlier as provided herein (each a "Renewal Term"; together with the Initial Term (the "Term")).

9.2. Right to Terminate Upon Event of Default

If, at any time during the Term, any of the events set forth in this Section 9.2 ("Event of Default") occurs and continues beyond the applicable grace period, the non-defaulting Party may, at its option, terminate this Agreement by giving notice to the other Party specifying (according to the requirements under Section 9.5 of this Agreement), an effective date, not earlier than 30 days after the giving of such notice, when the Agreement terminates. Each of the following shall constitute an Event of Default:

CPLLC or RES files a voluntary petition in bankruptcy under Title II of the United States Bankruptcy Code; or an order for relief is issued against CPLLC or RES under Title II of the United States Bankruptcy Code; or CPLLC or RES files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under present or future federal, state, or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors; or seeks or consents to, or acquiesces in the appointment of any custodian, receiver, conservator, or liquidator of CPLLC or RES, or of all or any substantial part of the Program; or makes any general assignment for the benefit of creditors; or CPLLC or RES files generally to pay its debts, as such debts become due; or gives notice to any governmental body of insolvency or pending insolvency, or suspension of operations; or a court of competent jurisdiction enters an order, judgment, or decree approving a petition filed against CPLLC or RES, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment, or decree remains in effect (not stayed or vacated) for an aggregate of 60 days (whether or not consecutive) from the date of entry thereof; or any custodian, trustee, receiver, conservator, or liquidator is appointed with respect to CPLLC or RES, or of all or any substantial part of the Program, without the consent or acquiescence of CPLLC, which appointment remains in effect (not vacated or stayed) for an aggregate of 60 days whether or not consecutive; or

RES or CPLLC breaches any material term of this Agreement not otherwise specifically addressed in this Section 9, and such breach is not cured within 30 days following written notice thereof from the non-defaulting Party; except that an Event of Default (other than due to a breach or default under Section 6.2) does not exist if the breach or default is susceptible to cure, curing the or default is not possible within the 30-day period, and the defaulting Party commences to cure the breach or default within the cure period, and thereafter proceeds,

diligently and in good faith, to complete the cure within 120 days after written notice.

9.3. Additional Right to Terminate by RES and/or CPLLC

If there shall occur any change in Applicable Law, source or amount of Program Revenues, or government policy applicable to the Program that has a material adverse effect on the economic benefits of this Agreement to either Party, then the Party suffering such material adverse effect may request renegotiation of this Agreement in writing. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within 30 days after such notice, then this Agreement may be terminated upon delivery of written notice by the materially adversely affected Party.

Upon any adverse state action against CPLLC by the State of Ohio to suspend, place on probation, revoke, or non-renew CPLLC's charter or CPLLC's participation in the Program, RES may, at its option, terminate this Agreement with written notice to CPLLC within thirty (30) days of such action, provided that such state action, or the pendency of such action, prevents RES from fulfilling its obligations under this Agreement.

9.4. Additional Rights to Terminate by RES

If CPLLC fails to pay RES any amount payable to RES under this Agreement, or any other agreements relating hereto, within thirty (45) days of written notice of such late payment, RES may, at its option, terminate this Agreement by giving written notice to CPLLC.

9.5. Effective Date of Termination

Notwithstanding anything in this Section 9 to the contrary, the Parties shall make reasonable good faith efforts to ensure that any termination of this Agreement shall be effective at the end of the last day of instruction during the Program academic year during which the pertinent breach and failure to cure occurs, unless earlier termination is necessary: (i) to protect the health, welfare, or safety of Program students; or (ii) to protect RES from non-payment of any sums due and owing to RES; or (iii) is in conflict with another provision of this Agreement or Applicable Law.

10. Indemnification and Limitation on Liability

10.1. Indemnification of CPLLC

RES agrees, subject to the other terms and conditions of this Section 10, to indemnify, defend, and hold CPLLC and its officers, directors, agents,

employees, successors, and permitted assigns harmless from and against any and all liabilities, damages, claims, causes of actions, lawsuits, proceedings, settlements, judgments, demands, fines, penalties, losses, costs, and expenses (including without limitation, reasonable attorneys' fees and expenses at arbitration, trial, or any appeal) related to claims of third parties (collectively "Losses") caused by: (i) RES's breach of any provision of this Agreement, or (ii) any negligent or willful act or omission of RES or its employees, contractors, or agents in connection with the performance of Services under this Agreement; except to the extent related to or resulting from acts of fraud, negligence, willful misconduct, or acts in breach of this Agreement on the part of CPLLC or its officers, agents, contractors, and employees. The obligations set forth in this Section 10.1 will survive any termination of this Agreement.

10.2. Indemnification of RES

To the extent permitted and subject to any limitations contained in Ohio law, CPLLC agrees, subject to the other terms and conditions of this Section 10, to indemnify, defend, and hold RES, its parents, subsidiaries, and other affiliates, and their respective officers, directors, shareholders, members, agents, employees, successors, and permitted assigns from and against any and all losses caused by: (i) any challenge to the charter authorization pursuant to which the Program is operated, (ii) CPLLC's breach of any provision of this Agreement, or (iii) any negligent or willful act or omission of CPLLC or its employees, contractors, or agents; except to the extent related to or resulting from acts of fraud, negligence, willful misconduct, or acts in breach of this Agreement on the part of RES and its officers, directors, shareholders, members, agents, contractors and employees. The obligations set forth in this Section 10.2 will survive any termination of this Agreement.

10.3. Indemnification Procedure

Any Party entitled to indemnification under this Section 10 (each an "Indemnified Party") agrees to give the Party required to indemnify such Party hereunder (each an "Indemnifying Party") prompt written notice of any claim, assertion, event, or proceeding by or in respect of a third party of which the Indemnified Party has knowledge concerning any loss as to which it may request indemnification hereunder. The Indemnifying Party shall have the right to direct, through counsel of its own choosing, the defense or settlement of any such claim or proceeding at its own expense. If the Indemnifying Party elects to assume the defense of any such claim or proceeding, the Indemnified Party may participate in such defense, but in such case the expenses of the Indemnified Party shall be paid by the Indemnified Party. If the Indemnifying Party shall fail to defend in a timely manner or, if after commencing or undertaking any such defense, shall fail to prosecute, or shall withdraw from such defense, the

Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such claim or proceeding pursuant to this Section 10.3, and proposes to settle such claim or proceeding prior to final judgment thereon, or to forego any appeal with respect then the Indemnified Party shall give the Indemnifying Party prompt written notice thereof, and the Indemnifying Party shall have the right to participate in the settlement or assume or reassume the defense of such claim or proceeding. Notwithstanding anything contained in this Section 10 to the contrary, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), agree to a settlement of any such claim or proceeding.

10.4. Limitation of Liability

EXCEPT FOR EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1 AND 10.2, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, TREBLE, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER A PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES ARE BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

11. Miscellaneous

11.1. Notices and Approvals

All notices, requests, approvals, demands, and other communications required or permitted to be given under this Agreement must be in writing and may be: (i) delivered in person; (ii) sent by certified mail, postage prepaid, with return receipt requested, to the last known address of the person; (iii) delivered by a nationally recognized private courier; or (iv) dispatched by facsimile transmission (accompanied with reasonable evidence of receipts of transmission). Personal delivery shall be effective when accomplished. Mailed notices shall be deemed delivered five (5) days after mailing. Couriered notices shall be deemed delivered on the date that the courier warrants delivery will occur. Faxed notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment, or acknowledged by the addressee or its office, or as the Party to whom the notice is sent has designated in accordance with the provisions of this section. All notices, requests, approvals, demands, and other communications shall be sent to:

If to RES:

Chief Operating Officer Responsive
Education Solutions 1301 Waters
Ridge Drive Lewisville, Texas
75057

With a copy to:

General Counsel
Responsive Education Solutions
1301 Waters Ridge Drive
Lewisville, Texas 75057

If to CPLLC:

Chief Operating Officer
FusionED, LLC
1900 E. Dublin Granville Rd.
Columbus, OH 43229

With a copy to:

Dickinson Wright PLLC
Attn: Adam Schira, Esq.

180 E. Broad St. STE 3400
Columbus, OH 43215

Each Party is entitled to revise its addressee(s) by notice to the other Party.

11.2. Captions

The captions to the sections of this Agreement are for convenience of reference only and in no way define, limit, describe, or affect the scope or intent of any part of this Agreement.

11.3. Severability of Provisions

If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.4. Modifications and Waiver

No failure by either Party to insist on the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent on the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Agreement, and no breach thereof shall be waived, altered, or modified except in a writing signed by the Party against whom enforcement of such waiver, modification, or alteration is sought. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect.

11.5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and their respective affiliates with respect to the subject matter hereof and thereof. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement or in any confidentiality agreement executed by the Parties. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter hereof.

11.6. Further Assurances

Each Party agrees, at the request of the other Party, to promptly execute and deliver any and all further agreements, documents, instruments, releases, assignments, and consents, and promptly to take and forbear from all such action, as may be reasonably necessary or appropriate, in order more effectively to confirm or to carry out the provisions of this Agreement.

11.7. Force Majeure

Any delays in performance of any obligation of either Party under this Agreement shall be excused to the extent that such delays may be caused by war, national emergency, natural disaster, strikes, labor disputes, utility failure, governmental regulations, riots, adverse weather or other acts of God, and any other similar causes not within such Party's control.

11.8. Governing Law and Mandatory Forum Selection

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contacts made and to be wholly performed within Texas by persons domiciled in Texas, without giving effect to principles of conflicts of laws. Venue for any action, suit, or other proceeding relating to this Agreement shall lie exclusively in the federal or state courts that have jurisdiction in Denton County, Texas, and the parties irrevocably consent to the exclusive jurisdiction of those courts.

11.9. Survival Following Termination

The provisions of 2 (with respect to any unpaid reimbursable expenses, and Program Revenues, which Program Revenues shall accrue on a pro rata basis during the applicable school Year), 3.2, 6.1, 6.2, 8, 9, 10 and 11 shall survive the expiration or early termination of this Agreement.

11.10. Relationship of the Parties: No Fiduciary Duty

11.10.1. The relationship of RES to CPLLC shall be that of an independent contractor and all acts performed by RES pursuant to this Agreement shall be as an independent contractor. RES and CPLLC are not joint venturers or partners with respect to the Program, and nothing contained in this Agreement shall be construed as a partnership, joint venture, or similar relationship between the Parties.

11.10.2. CPLLC acknowledges and agrees that RES will owe CPLLC no fiduciary duties, and that RES is in the business of, among other things, operating and promoting web-based distance learning programs and cyber charter programs, both for its own account and for the account of others. RES acknowledges and agrees that CPLLC will owe RES no fiduciary duties, and that CPLLC is receiving services from RES, an independent contractor, to facilitate operation and implementation of the Program.

11.10.3. The Parties hereby expressly acknowledge and agree that the Parties and their affiliates may continue to engage in such activities, and may in the future engage in the same or other businesses or activities (whether or not such businesses or activities may directly or indirectly compete with

the activities of the Parties and/or the Program). Such activities shall not in any way be regarded as a breach of any representation, warranty, covenant, agreement, or duty of the Parties.

11.11. Assignment: Delegation

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided that a Party may assign this Agreement without the other Party's consent if: (i) the assignee is an affiliate of the Party by or under common control with the Party; (ii) the assignee is formed by any merger, consolidation, or reorganization of the Party; or (iii) the assignee is a corporation or other entity that acquires all or substantially all of the businesses and assets of the Party, and the assignment is not otherwise in conflict with this Agreement or Applicable Law.

11.12. Third Parties

None of the rights or obligations hereunder of either Party shall run to or be enforceable by any person other than a Party to this Agreement, or by a Party deriving rights hereunder as the result of an assignment permitted pursuant to the terms hereof.

11.13. Enforcement and Dispute Resolution

- 11.13.1. In the event of a dispute between the Parties arising under or relating to this Agreement, the Parties will attempt to resolve such dispute in good faith as set forth in this Section 11.13, Within five (5) business days after either Party provides written notice of its desire to initiate the dispute resolution procedures set forth in this Section 11.13, a representative of each Party will begin discussions to resolve such dispute and shall work together in good faith to resolve such dispute. If such dispute is not within ten (10) business days after such initial notice, then either Party may escalate such dispute upon written notice. Within three (3) business days after such escalation notice, an executive of RES designated by RES, and an executive of CPLLC, will begin discussions to resolve such dispute and shall work together in good faith to resolve such dispute. If such dispute is not resolved within ten (10) business days after such further escalation notice, then either Party may request non-binding mediation upon written notice. If both Parties agree to mediation, the Parties will convene within a reasonable time with a professional mediator mutually agreed upon by the Parties.

Representatives of the Parties will make reasonable efforts to attend meetings and participate in telephone conferences or video conferences as reasonably requested by either Party. If the dispute is not resolved within twenty (20) business days after the first convening with a mediator as described above, either Party may declare an impasse, which will conclude the mediation process. Unless either Party reasonably believes that the continuation of the dispute resolution procedures set forth in this Section 11.13 would be futile, neither Party may initiate or pursue any legal proceeding relating to a dispute arising under or relating to this Agreement until the Parties have completed the dispute resolution procedures set forth in this Section 11.13; provided that nothing in this Section 11.13 shall prohibit either Party from seeking or obtaining an order for injunctive relief. Except as otherwise set forth herein, the dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under herein. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section 11.13, except that the Parties will share equally any fees payable to a professional mediator.

- 11.13.2. Notwithstanding Section 11.13(a), either Party, upon determination at its sole discretion that the delay occasioned by the above procedure would cause it to suffer irreparable harm, may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth in 11.13(a). The decision of a Party not to seek judicial relief during the pendency of the above-described dispute resolution procedures will not create any inference respecting the presence or absence of irreparable harm.

11.14. Public Announcements

Except as permitted under Sections 1.4 and 6.1.6 hereof, and this Section 11.15, neither Party shall make any public disclosure or publicity release pertaining to the existence of this Agreement or of the subject matter contained herein without the consent of the other Party; provided, however, that each Party shall be permitted to make such specific disclosures to the public or to governmental agencies as its counsel shall deem necessary to maintain compliance with, and to prevent violation of Applicable Law, in which case the Party making the release, announcement, or communication shall provide the information contained therein to the other Party in advance or contemporaneously with its disclosure.

11.15. Counterparts; Facsimile

This Agreement, and all agreements, documents, and instruments related hereto, may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement, and any agreements, documents, or instruments to be executed and delivered in connection herewith, by facsimile transmission shall be as effective as delivery of a manually signed counterpart hereof or thereof.

11.16. Agreement for Continuing Negotiations

Both Parties agree to act in an honest and diligent manner to enter into “good faith” negotiations for the purpose of amending this agreement to address terms which have not been fully resolved.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this MANAGEMENT AGREEMENT as of the Effective Date.

Responsive Education Solutions:

Officer

CFO

Date

5/13/24

Address: 1301 Waters Ridge Drive
Lewisville, Texas 75057

FusionED:

Officer

Date

Address:

IN WITNESS WHEREOF, the Parties have duly executed and delivered this
MANAGEMENT AGREEMENT as of the Effective Date.

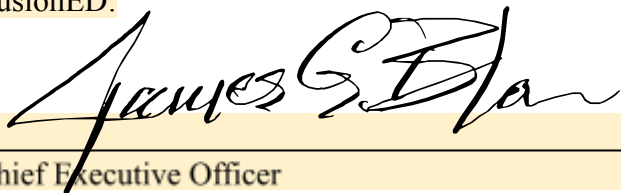
Responsive Education Solutions:

Officer

Date

Address: 1301 Waters Ridge Drive
Lewisville, Texas 75057

FusionED:

 5.13.24

Chief Executive Officer Date

Address:

1462 Brittain Road
Akron, Ohio 44310

EXHIBIT A

DUTIES OF RES AND CPLLC

For and during the Term of this Agreement and upon approval of CPLLC as provided herein, RES shall provide the Educational Services, Administrative Services, Support Services, Operations Services, Technology Services, Student Recruiting Activities, Software Services, and Additional Reporting Services, defined below (collectively, the "Services") in support of the Program and consistent with the Program's mission, vision, and educational philosophy in accordance with Applicable Law and this Agreement.

Duties and Responsibilities.

CPLLC acknowledges and agrees that RES, in its provision of the Services, will define various policies related to the operation of the Program. Upon adoption, RES will recommend procedures consistent with the policies adopted by CPLLC; and CPLLC or its designee will adopt Program procedures in compliance with Applicable Law relating to the Program. CPLLC shall retain ultimate responsibility for adopting Program policies in compliance with Applicable Law. CPLLC agrees to provide RES with written copies of all adopted policies and procedures related to the Program, and CPLLC agrees to RES promptly in writing of any proposed changes, and to provide RES with updated copies of all policies and procedures.

- A. RES will provide the following Services to the Program:

Educational Services.

RES recognizes its obligation to comply with Applicable Law and charter regarding curricula and assessments and all other matters covered herein and to conform its performance under this Agreement with the terms of all applicable Ohio regulations, except to the extent expressly waived by the Ohio Department of Education and Workforce.

During the Term, RES will (except as otherwise specified below) provide or cause to be provided at its expense to the Program, the following educational services ("Educational Services"):

- a. Curriculum. RES will provide all necessary online curricula for the Program, including standards-aligned online courses and related materials for all core and elective courses necessary for a comprehensive Program curriculum. Core courses must be based on the Bright Thinker or proprietary Founders curriculum, unless otherwise agreed to in writing by CPLLC. Additional courses and supplementary materials may be included, as necessary to deliver the complete Program.
- b. Instruction. RES will provide instruction for all Program courses. The Program will consist of two sub-programs, as described below. All RES instructors will be

highly-qualified, and/or licensed by the state of Ohio, as required by law.

i. Online Program.

RES will provide and make available to prospective students a mastery-based, credit-recovery program designed to be effective for students in challenging circumstances, such as, students at-risk of dropping out or who have already dropped out of the school system, or students looking for an accelerated path to graduation. The program will be based on the existing Premier High School instructional curriculum, methods and culture, which includes the utilization of Bright Thinker curriculum and related systems.

ii. Educational Technology.

RES will provide all of the technology required for delivery of the Program curriculum, including the learning management system necessary for delivery of instructional materials to students, the tools to facilitate instructional team and student communications, and reporting capabilities.

iii. Instructor Training.

RES will provide teacher training on how best to teach the Program online curriculum. Such training will also provide guidance to teachers on the technology and interactive tools that will be used to provide instruction to Program students.

iv. State-mandated Testing.

RES and CPLLC will coordinate administration of state-mandated tests.

The Educational Services will be provided in accordance with the educational goals, curriculum, methods of student assessment, admissions policy, Program calendar, and age and grade range of students to be enrolled in the Program. Such Educational Services shall be subject to legal review, and modified as necessary to conform to Applicable Law. Material changes to Educational Services will be reviewed and approved by CPLLC in writing.

Special Education

In cooperation with CPLLC, RES will establish special education protocols that will govern the manner in which Special Education Services are provided. RES will employ, and will determine the employment terms for all personnel providing special education services to the Program, unless otherwise agreed upon with CPLLC in writing. RES will have the sole authority and responsibility to select, hire, dismiss, discipline, and supervise any personnel providing special education services. The Parties will work together, on a case-by-case basis, to resolve all special education needs outside of mutually established protocols. CPLLC will be responsible for special education expenses that exceed state and federal special education funding received by students in the Program. RES will submit to CPLLC invoices for services rendered with supporting documentation for payment if expenses exceed state and federal special education funding received by students in the Program. Invoices will be submitted by RES to CPLLC on a monthly basis.

Administrative Services.

During the Term, RES will provide or cause to be provided to the Program the following administrative services ("Administrative Services"):

- a. Personnel Management. RES will be responsible for the employment of all RES personnel and/or contractors providing Services to the Program.
- b. Business and Technology Support. RES will provide all required administrative, technology, and day-to-day academic operations of the Program, including:
 - i. consulting and liaison services with CPLLC, the State of Ohio, and other government agencies and offices;
 - ii. drafting of handbooks, manuals, and procedures;
 - iii. technical support for students, parents, and teachers related to both computers and associated software used by the Program; and
 - iv. coordinating and supporting any responses required of CPLLC to any state reporting systems.

Support Services

During the Term, RES will provide or cause to be provided to the Program the following support services ("Support Services"):

- a. Technical Support. RES will provide technical support to Program teachers and Program students during business hours via telephone and email. RES will have the responsibility to respond to and resolve technical issues raised by Program operations that conform to the agreed upon technology use agreement. RES is not required to address technology issues that result from acts that do not comply with the technology use agreement. Examples of technology issues that result from non-compliant acts include, but are not limited to, computers broken by students, or computers that are rendered malfunctioning because students install unapproved applications on the computer. The technology use agreement will specify additional costs that may be charged for the remedy of such noncompliant acts. CPLLC will have no responsibility for any such issues that do not relate directly to CPLLC's internal technical operations.
- b. Non-Technical Support. RES will provide teacher and student support during business hours for non-technical issues that arise from operation of the Program.

Operations Services

During the Term, RES will provide, or cause to be provided at its expense to the Program the following operations services ("Operations Services"):

- a. Student Technology Logistics. RES will be responsible for the negotiation, contacting, distribution, leasing or purchase, and return, as necessary, of computers for Program students.
- b. Learning Management System Operations. RES will be responsible for the creation, dissemination, and ongoing operations of a learning management system, log in, and password accounts for teachers, administrators, and students.

Technology Services

During the Term, RES will provide, at its expense to the Program, the following technology services ("Technology Services"):

- a. Data Analysis. RES will provide all necessary monitoring and analysis of data for operations of the Program as determined by RES.

- b. Staff Technology Training. RES will provide all necessary and appropriate technology systems for staff, students, and teachers in the Program as determined by RES.
- c. CPLLC/RES Data Interface. RES will be responsible for providing the data necessary from the Program for state and federal reporting, as well as for other regulatory agencies, as required. The data will be provided in a mutually agreed upon format.
- d. Website Creation and Maintenance. RES will be responsible for creating, maintaining, and enhancing the Program website. Features of the website will include community and interactive tools, as well as links to information as required by Ohio Law.
- e. Technology Systems Management. RES will provide operations and error troubleshooting of all Program technology systems, other than those systems that are under the control and operation of CPLLC.

Student Recruitment and Marketing

During the Term, RES will be responsible at its expense for all student recruiting and Program marketing activities ("Student Recruiting Activities"):

- a. Recruiting and Marketing Activities. RES will provide student communications; open house and orientation planning and administration, public relations planning and implementation; media planning and, if appropriate, purchasing; community and family outreach; and any other appropriate recruiting and marketing activities.
- b. CPLLC/RES Collaboration. RES will be responsible for all costs associated with these activities, other than the minimal costs incurred by CPLLC for review of proposed activities.
- c. Student Recruiting Activities Focus. The Parties will work together to ensure that Student Recruiting Activities will be designed to minimize any conflict with existing CPLLC marketing activities. The focus of recruiting efforts will be Ohio students who wish to pursue a full-time, online learning program.
- d. Student Application Processing. As part of the Student Recruiting Activities, RES will collect all information necessary to allow a student to be enrolled in the Program. RES will also collect all necessary documents and enter students into its enrollment system. RES will perform a preliminary transcript review and make initial course enrollment suggestions as part of the student application processing.

Software Development and Licensing

During the Term, RES will provide, or cause to be provided at its expense to the Program, the following software development and licensing services ("Software Services"):

- a. Courseware. RES will provide all courseware necessary to create and maintain the Program curriculum.
- b. Program Website. RES will provide all software necessary for the creation and maintenance of the Program website.
- c. State-Standards Alignment. RES will align Program courseware to Ohio state standards, and will provide ongoing state alignments.
- d. Updated Curriculum. RES will periodically provide additional courses to the Program curriculum to enhance and broaden the Program's offerings.
- e. Updated Technology. As determined by RES, RES will provide new and improved technology systems to improve the management and operations of the Program.

Reporting and Record Keeping

During the Term, RES will provide, or cause to be provided at its expense to the Program, the following additional reporting services ("Additional Reporting Services"):

- a. Student Performance Reporting. RES will provide periodic reports to CPLLC detailing the academic performance and attendance of Program students and other relevant developments in service areas of the Program for which RES has responsibility pursuant to this Agreement.
- b. Budgeting and Financial Reporting. In order to comply with Applicable Law and the terms of this Agreement, RES will assist CPLLC, as requested, in preparation of the CPV annual budget, and will provide financial reporting services to CPLLC, as required by CPLLC, and deemed appropriate by the Parties given the size of the then current Program.
- c. Operational Records and Reporting. RES shall be responsible for maintaining complete and accurate records pertaining to the operations of the Program (including but not limited to student, attendance, academic, and financial records) separately from any other non-Program records of RES. Such records shall be stored in a physical location within the State of Ohio, except that any records stored electronically shall be stored in accordance with Applicable

Law. Such records shall be maintained in accordance with Section 3 of this Agreement, and other Applicable Law. RES shall ensure that such records are accessible to CPLLC and to the ODEW upon request. The Parties understand that any such records are government documents for all purposes, and subject to the Ohio Public Records Law, the Family Educational Rights and Privacy Act ("FERPA"), and other Applicable Laws, and the Parties agree to maintain and utilize such records in compliance with Applicable Law.

Student Discipline

- a. Policy Development. RES, in cooperation with CPLLC, will develop all disciplinary policies related to Program students, except for those policies that are described in the technology use agreement.
- b. RES Support. RES will support all such actions, and will assist, if requested, in the creation and maintenance of all policies and procedures related to disciplinary matters.

B. CPLLC will provide the following services to the Program:

CPLLC liaison: CPLLC will designate and assign a CPLLC employee to serve as a liaison to RES.

Funding Requirements

CPLLC will fulfill all of the obligations necessary, including execution of required forms, to facilitate funding of the Program, including through management of all fiscal reporting and federal grant management. As described above, RES will support such activities as needed.

State/Federal Mandated Testing

CPLLC will coordinate administration of state-mandated tests. In all circumstances, CPLLC shall be responsible for the administration and monitoring of student testing, including providing personnel for this purpose during student testing sessions

Other Responsibilities

CPLLC will fulfill responsibilities not expressly required of RES under this Agreement or Applicable Law but otherwise required to be fulfilled by CPLLC as a contractor to ODEW.

Retention of Certain Duties and Responsibilities by CPLLC

Notwithstanding any other provision of this Agreement and/or RES's advisory and management obligations, CPLLC shall have final authority to perform any of the following administrative, operational, management, or policy-making functions:

- a. final authority to hear or decide employee grievances of CPLLC employees, citizen complaints, or parental concerns;
- b. final authority to adopt or amend the budget of the charter holder or the Program, or to authorize the expenditure or obligation of state funds or the use of public property so long as this authority does not affect the Program Revenues and compensation terms of this Agreement;
- c. final authority to direct the disposition or safekeeping of public records; except as specifically delegated to RES under this Agreement or required to be retained by RES by Applicable Law, but subject to CPLLC's superior right of immediate access to, control over, and possession of such records;
- d. final authority to adopt policies governing Program operations;
- e. final authority to approve audit reports;
- f. final authority to approve reports or data submissions required by Applicable Law.

ATTACHMENT 3.4 - CLOSING PROCEDURES ASSURANCE DOCUMENT

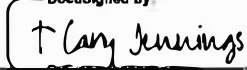
By signing this document, I T. Cary Jennings, hereby certify that I am the School Governing Authority President and/or authorized representative of Career Prep Virtual High School. If Career Prep Virtual High School should cease to exist for any reason, including but not limited to suspension, closure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

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

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

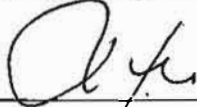
Upon closure or suspension of the school, any property that was acquired by the operator or management company of the school using state funds that were paid to the operator or management company by the School Governing Authority as payment for services rendered shall be distributed in accordance with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

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

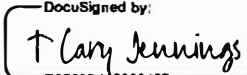
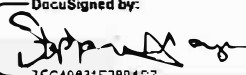
DocuSigned by:

00f73076d34327p
 School Governing Authority President

2/14/2024

Date


 Designee

2/28/24
 Date

DocuSigned by:

00f73076d34327p
DocuSigned by:

75041CD6-A8D9-4FFD-99D7-F0BDC0BE66A7
 Treasurer

2/14/2024

Date

ATTACHMENT 3.7

RACIAL AND ETHNIC BALANCE POLICY

A review of the School population and racial and ethnic balance will be completed in January or February of each year for review by the Board of Directors.

The School will examine data from local and city school report cards for which the School draws students to determine racial balance. If it is determined by the School that the makeup, to any substantial degree, does not reflect the general population for which the School draws students, the School shall review its policy, outreach programs, marketing and services and implement a plan to attempt to remedy the deficiency. Such a plan may include additional outreach programs or new and enhanced services to attract a broader base of students. The School will also assess the quality and effectiveness of the School's relationship with the various community organizations with which the School has established partnerships.

Admission, Enrollment, & Residency Policy

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

No Discrimination:

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

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

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

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

Capacity & Lottery:

The School will not exceed the capacity of the School's programs, classes, grade levels, or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants. Preference shall be given to students attending the school the previous year, to students who reside in the district in which the school is located, and to siblings of students attending the school the previous year.

Enrollment:

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

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

- Notifications from Social Security and/or Job and Family Services dated within thirty days.
 - Notarized affirmation from parent(s) of current resident address.
- When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or when a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq

Annual Verification/ Monthly Review/Update Information:

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

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

Attachment 3.9c

Characteristics of Students

The school will provide flexible learning opportunities to students in grades 9 through 12 primarily by extending educational opportunities to those who face barriers of time, of geography, or who for some other reason are unable or prefer not to attend a traditional school serving students over age 16 who have previously dropped out of school.

The school anticipates that a majority of students who enroll will be classified as “at-risk.” here are many risk factors for high school dropout. These can be categorized into social and academic risk factors. Members of racial and ethnic minority groups drop out at higher rates than white students, as do those from low-income families, from single-parent households, and from families in which one or both parents also did not complete high school. Students at risk for dropout based on academic risk factors are those who often have a history of absenteeism and grade retention, academic trouble, and more general disengagement from school life.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

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

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

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

LEASE AGREEMENT

This Triple Net Lease Agreement (“Lease”), dated July 1, 2023, by and between Lumen Granville Realty LLC, a Nevada limited liability company with a mailing address of 1458 Brittain Road, Akron, Ohio 44310 (“Lessor”) and Career Prep Virtual School LLC, a Nevada limited liability company with a mailing address of 1458 Brittain Road, Akron, Ohio 44310 (“Lessee”) (together “Parties”).

The Lessor and Lessee hereby agree as follows:

I. DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee such 11,390 square feet of the commercial building located at 1900 East Dublin Granville Road, Columbus, Ohio, 43229 (Franklin County Property ID: 010-005658-00) as further described in Attachment A (“Premises”). Lessee shall also have a nonexclusive right to use of common spaces in the building, including hallways and bathrooms.

II. USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises primarily and exclusively for the operation of a dropout and recovery high school serving grades nine through twelve (9-12).

The Parties expressly acknowledge that this is a material term of this Lease, and that any change in use or purpose of the Premises, excluding incident and temporary changes, shall only occur upon prior written consent of Lessor and amendment to this Lease. Failure to comply with this material term will constitute default of this Lease’s terms.

III. TERM OF LEASE. This Lease shall commence on July 1, 2024, and expire at Midnight on June 30 2026 (“Term”); provided however, Lessee shall have the option to early termination of this Lease on June 30, 2025 by giving one hundred-eighty (180) days notice in writing to the Landlord. This Lease shall not be subject to renewal.

IV. RENT. Lessee shall pay to Lessor an annual base rent amount of \$1, which shall be due to Lessor for the Term of this Lease (“Rent”). Rent shall be paid by the Lessee to the Lessor no later than the first day of the Term.

V. [OMITTED]

VI. INSURANCE. Lessor shall maintain property damage insurance over the building, including coverage of the Premises. The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee shall designate the Lessor as an “additional named insured” on such policy. The Lessee shall provide the Lessor with a copy of such insurance certificate or policy upon execution of this Lease. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of one million dollars (\$1,000,000.00) per person and three million dollars (\$3,000,000.00) per occurrence.

In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

VII. SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

VIII. FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

IX. PARKING. The Parking lot shall be a common area available for use by Lessee in a shared manner with other occupants of the property. There is no set number of parking spaces reserved for use by Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

X. LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, shall be made to the leasehold Premises, common areas, or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld. Any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

XI. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

XII. MAINTENANCE. The Lessor shall be responsible for all repairs and of the Premises due to normal wear and tear on the Premises. Lessor shall be responsible for particular items which need immediate attention, including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees, students, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

XIII. SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days in advance of the sale.

XIV. SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof. In the event of a sale of the Premises, this Lease shall be assigned by Lessor to the purchasing party.

XV. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or its guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which

would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XVI. DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor. However, Lessee shall be entitled to use and store only those Hazardous Materials, that are necessary for Lessee's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Lessee shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Lessee shall give to Lessor immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Lessee, or its agents, employees, representatives, invitees, licensees, subtenants, students or contractors. Lessee covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Lessee, or its agents, employees, representatives, invitees, licensees, subtenants, students or contractors at Lessee's cost and expense; such investigation, clean up and remediation to be performed after Lessee has obtained Lessor's written consent, which shall not be unreasonably withheld; provided, however, that Lessee shall be entitled to respond immediately to an emergency without first obtaining Lessor's written consent. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Lessee, its agents, employees, representatives, invitees, licensees, subtenants, students or contractors.

XVII. LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay Rent and the proportionate share of Operating Expenses and Taxes as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than fifteen (15) days, after receiving notice of said default, then the Parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of

default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past Rent or Operating Expenses or Taxes due and owing and may undertake all and additional legal remedies then available.

XVIII. LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within thirty (30) days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease and be held harmless against any of its terms or obligations.

XIX. DISPUTES. If any dispute should arise in relation to this Lease the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Ohio. If the Lessor and Lessee fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in a court of competent jurisdiction in Franklin County, Ohio.

XX. INDEMNIFICATION. The parties mutually covenant and agree to indemnify, defend and hold the other harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of the party's use and occupancy of the premises, and further shall indemnify the other for any losses which the other may suffer in connection with the party's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

XXI. BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of thirty (30) days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased Premises and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

XXII. SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the

property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises is a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

XXIII. USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

XXIV. SIGNAGE. Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

XXV. PETS. No pets shall be allowed on the Premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

XXVI. CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

XXVII. AMERICANS WITH DISABILITY ACT. The Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Lessors and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

XXVIII. RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

XXIX. ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

XXX. HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

XXXI. WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Ohio.

XXXIV. NOTICES. Notices shall be addressed to the following:

To Lessor: Lumen Granville Realty LLC, 1458 Brittain Road, Akron, Ohio 44310

To Lessee: Career Prep Virtual School LLC, 1458 Brittain Road, Akron, Ohio 44310

XXXV. AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXXVI. SEVERABILITY. If any term or provision of this Lease is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable,

and, if necessary, severed from this Lease. All other terms and provisions of this Lease shall remain in full force and effect.

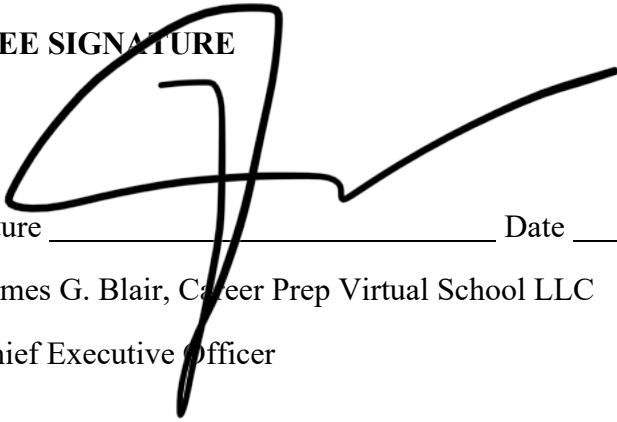
XXXVII. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature  Date 3 April, 2024

Bryce Johnson, Chief Operating Officer, Lumen Granville Realty LLC

LESSEE SIGNATURE

Signature  Date 3 April, 2024

By: James G. Blair, Career Prep Virtual School LLC

Its: Chief Executive Officer

LEASE ADDENDUM TO CONTRACT:

Detailed description of Facilities to be used:

Subleasing offices within North Woods Career Prep High School.

Annual Costs paid by or on behalf of the school:

Annual Cost: \$1.00

Name of Lender/Landlord:

Lumen-Granville Realty, LLC

Relationship to Operator:

Affiliate of the operator.

School Name:	Career Prep Virtual High School	Date:	February 15, 2024
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6.3a Mission, Vision, Philosophy		
The mission should answer the question <i>why do we exist?</i> The vision should answer the question <i>what do we hope to become?</i> Likewise, a school's philosophy should answer the question <i>what do we value and believe about educating students?</i>		
Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i> , and compelling mission statement that describes its specific intent/purpose.
We support students for future success by ensuring every student is career-ready.		
Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i> , and compelling vision statement that describes the anticipated operation, function and success of the school over time.
We will provide a student-centric educational experience that transcends the classroom: All students will be prepared for future success through career training, skills building, and success planning.		
Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school's clear, <i>concise</i> , and compelling philosophy that describes the values and beliefs by which the school will operate.
WE BELIEVE ALL SCHOOL STAKEHOLDERS PRACTICE THE CORE VALUES OF OWNIT: OWNERSHIP, WELL-BEING, NURTURING, INTEGRITY, TEAMWORK		

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:

<i>What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served? Each of the items below should be addressed with strong evidence and detail.</i>		
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. ☒
Click here to enter text.		
Curriculum - Model	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. ☒ 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 # _ Curriculum Model). Describe the research supporting the model.
The classroom schedule of a DOPR Virtual teacher and students varies greatly from day-to-day. As a dropout recovery and prevention school, the students have a wide variety of needs. Attendance in daily classes is not consistent. Student academic backgrounds are not consistent, and the remaining courses needed to meet graduation requirements for each student are not consistent. Therefore, the staff prepares for a variety of scenarios and adapts to the individuals in front of them on any given day, always using the Ohio Learning Standards and student progress data as the basis for instruction. Based on the variety of student needs, the students participate in guided learning where they receive a large portion of their instruction through the online learning management system/ Ohio Learning Standard aligned curriculum resources and tutorials. All resources/ tutorials are aligned to the Ohio Learning Standards through curriculum mapping and highly		

qualified teacher lesson planning. When standards are not met through the content in the learning management system, teachers deliver lessons to student groups via live-learning online classrooms to ensure all standards are taught. Students also receive instruction delivered directly from their teacher in small groups and as individuals via live-learning online classrooms on an as-needed basis as Tier II intervention in the RTI model. Students are identified for this type of instruction through daily review of student achievement by the teacher, such as live-learning online class interaction and data available through the learning management system and curricular assessments. Teachers develop lesson plans based on these needs and the number of students with those matching needs. The teachers also are ready to help students with their struggling areas on any topic across 6 to 8 courses in the teacher's subject area during independent/offline work time to ensure students can continue to move forward in their computer-delivered instruction.

In addition to the standard high school curriculum, the students learn employability skills and work towards a career pathway as part of their graduation plans. All students start their Career Prep journey with a Discovery Experience where they explore interests and aptitudes to assist the student in identifying a career pathway and, if possible, a process for getting certified in a career program at the same time as they work towards their high school diplomas. Students learn about various pathways and are encouraged to choose one as a focus as early as possible. Related Instruction is taught via the live-learning online platform as part of the school's Career Based Intervention program to help students earn their high school diploma and learn career skills that will improve their chances of obtaining and maintaining future employment.

The school will partner with other brick-and-mortar Career Prep campuses to enhance and continually evolve its curriculum to always include career based tie-in. For example, a student who is pursuing a career in the medical field, can see Algebra I story problems about slope related to the rate of flow of the fluids in an IV bag to ensure delivery of the correct dosage of the medicine to the patient. Another student in the same class who is pursuing a career in construction, can see a slope problem involving the time it takes for concrete to cure in the foundation of a home depending on the average outside temperature. Students in these classes tailored to their specific careers are more engaged in the learning process, because they can see direct correlations of current learning to their futures. This supports the ongoing discussions of how any given course contributes to future college and career readiness. The school's goal is to ensure that students are not just being prepared and earning credits for graduation, but they are focused on their plan for their futures after high school. This focus will provide students motivation to stay in school, and work hard while in school, finishing credits faster and graduating faster, more prepared for college and/or the workforce after graduation. This partnership with other Career Prep campuses also allows the schools to provide any in-person supplemental learning opportunities.

The school's curriculum model is supported by the research of Wiggins and McTighe (2011), and the [Understanding by](#)

[Design](#) backwards design process. The staff works backwards focusing on the standards and assessments, working their way to the course content and daily lesson plans. Webb's [Depth of Knowledge](#) (2014) is also used as part of unpacking the standards for maps, lessons and computer-delivered curriculum elements. Since a large portion of the content is delivered through the computer, the school uses the Elements of Quality Design from the National Standards for Quality Online Learning (NSQ) to develop or evaluate supplemental online course components.

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.

As a course is developed or evaluated, Subject Matter Experts/ Department Chairs (SMEs) fill in a curriculum map document based on Ohio Learning Standards, Ohio Model Curriculum, and curriculum resource and tutorial crosswalks (ie Alex Learning). Gaps in learning standards will be identified and filled in with content expectation details within the curriculum map and the learning management system. This content is delivered through the computer or via individualized materials sent to students. Maps include suggested pacing to allow students to accelerate through courses in a credit recovery manner. Students start and finish courses year-round, so full course pacing by semester or school year is not a process the school follows. Maps also include unit topics, standards aligned to that unit, prior knowledge needed for success in that unit, and assessment types and locations within that unit. Unit details also contain a summary, learning objectives and essential questions for the unit. Course-level information include course objectives, a course description, and a summary with comments prepared by the SMEs. The map may include additional directions for future teachers teaching the course.

SMEs also review the course for research-based elements of instructional design. The rubric form evaluates each course in 11 areas including representation, expression, engagement, learning process, variety, end of course assessment, varied media, and accessibility, navigation, and support. The SMEs indicate whether the course content meets, partially meets, or does not meet these criteria, then they work to revise the course, so all 11 criteria are met.

In the event a full course is purchased or licensed for use by the school as part of the school curriculum, the school understands that it is highly unlikely for any vendor-created course to meet 100% of the Ohio Learning Standards, so the mapping process above is completed during full evaluation of each course and prior to implementation with students.

Curriculum – Lesson Template	6.3b	4) Explain what specific components are to be included in model lesson plan templates and rationale.
The school lesson plan template follows the previously described curriculum model. All lesson plans have the following components to ensure teachers are teaching to the standards and assessing students for their knowledge and competency in the standards. These are the minimum components teachers must have in their plans with the ability to add more as desired or needed, depending on the individual situation for which the lesson is designed. These are research-based components that are recommended in all standard lesson plan templates (ASCD) Career Prep Online Lesson Plan Components: ● Academic Standards ● Lesson Objectives ● Tools of Instruction ● Prior Knowledge ● Vocabulary ● Planned Agenda/Timing/Activities to include anticipatory set, whole group, small group, independent practice, and closure ● Formative Assessment(s) ● Connections to Summative Assessments		
Curriculum - Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school’s curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
The school commits to always follow the Ohio Learning Standards, give preference to curriculum resources that are already aligned (ie Apex alignment evidence), and possess a constant effort to unpack and deliver appropriate learning		

objectives to the student. The school also will ensure the staff is teaching students additional learning objectives/ test prep to lead to success on the assessments of the individual student's graduation (career) pathway. Either from the teacher or an expert in the field, students will also receive instruction (live-learning online platform or LMS) focused on standards and/or learning objectives directly related to the student's chosen career pathway: direct alignment to the schools mission of supporting students for future success by ensuring every student is career-ready; vision of transcending the classroom; philosophy of looking at the "whole student"/ OWNIT.		
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 and Ohio's Dyslexia Guidebook). Describe how the school will monitor the implementation of literacy practices for fidelity and impact. Include instruction in foundational word recognition, language comprehension, and writing skills, as well as intervention methods for off-track students.
The school will leverage the work of its management company to enhance its development of literacy skills across all ages, grades, and subjects/ build the capacity for effective literacy instruction. The management company has an existing collaboration with Charter School Specialists installing measurable/ monitored literacy initiatives that the school will incorporate as well. The school will develop literacy skills across all students, including students with disabilities, by teaching explicit literacy strategies based in the Science of Reading. Staff will undergo training through the Department's Literacy Pathways to learn instructional strategies to utilize both within the classroom and during specially designed instruction for students with disabilities in the areas of foundational word recognition, language comprehension, and writing skills. Currently, the school will use an ESSA Tier 2 evidence-based practice called IXL to conduct a diagnostic assessment for all students and then develop a plan of tiered interventions for any student who shows deficits in any area. These interventions will be monitored through the MTSS process. Additionally, the school will develop literacy skills through workplace literacy practices. Special emphasis is placed on teaching explicit vocabulary acquisition strategies for students in career technical educational courses. Specifically, the school has developed workbooks for every offered Industry Recognized Credential that incorporates vocabulary and comprehension activities utilizing technical vocabulary and workplace documents. These practices are measured by the assessment scores on vendor, state, and national IRC assessments.		

Quality curriculum:

Our curriculum is developed with literacy in mind. Where literacy is a key component of a traditional education, the importance of literacy in an online education is paramount. Because of this, our literacy specialist works through the digital curriculum to provide additional reading and literacy supports. We regularly conduct sessions for parents to learn how they can support their child(ren) from home while utilizing the robust framework integrated into the curriculum. All of our literacy lessons are built upon the Science of Reading framework, and all instructional staff are trained in Science of Reading strategies. Many of them are fully trained as specialists, themselves. This dedication to literacy ensures that literacy is integrated into every course across all content areas.

The five components of literacy:

Teacher capacity

A part of the onboarding process of any teachers, tutors, or instructional assistants is an overview of Science of Reading concepts. Regular, job embedded, professional development reinforces these concepts throughout the year. Our teachers are expected to continue their learning as they continue working with students and encouraged to eventually become Science of Reading certified. Annual refresher training are a part of the return to school, as well as continued job-embedded follow-up. An emphasis on cross-curricular literacy development is a part of our culture.

Shared leadership

Our unique instructional team model ensures that every student has multiple layers of support. Working together as a team, our instructional staff support students from multiple perspectives and skillsets. Team meetings to most effectively reach and teach each student are a regular part of the work week. Because of this multi-layer system, there is never a student left without support. Gluing the team together is the Learning Mentor, who develops a coaching relationship with the student and acts as a liaison between the parents and the instructional team.

Multi-tiered systems of support

With the instructional team model, students are provided with high quality curriculum, aligned directly with state standards, and providing rigorous and engaging work maximizing the tools and resources provided by technology. This curriculum is enhanced by our Managing Instructors. Students have Learning Facilitators who provide direct support, including 1:1 tutoring, small group synchronous sessions, and who assigns and grades work. If a student is unsuccessful, the Learning Facilitator provides reteach and retake opportunities.

Should a student continue to be unsuccessful with their coursework, the instructional team, including the Managing Instructor develop a plan for intervention for the student.

- Tier 1: intervention involves the Managing Instructor and Learning Facilitator identifying the key content area(s) the student has not mastered and making a plan for a tutoring schedule with the Learning Facilitator. If, after receiving tutorials, the student is able to demonstrate mastery of the content through summative assessment, they will proceed through the course.
- Tier 2: Managing Instructor and Learning Facilitator elevate their RTI efforts to include reteach of the concept (designed by the Instructor) and additional, required tutorials for the student. If there is more than one student who is struggling with the same concept(s), small group instruction may be called for. As with Tier 1, if the student demonstrates mastery after intervention, they will continue with the course. If the student has not been successful after intervention attempts, or if the student has failed to attend tutorial sessions, the process moves to Tier 3.
- Tier 3: At this point in the RTI process, a determination must be made, wherein the Campus Director will call a meeting of the parents/guardians of the student, the teachers of the student, and the Campus Director to make a determination of whether online delivery is the appropriate method of instruction for the student. Determinations will be made on a case-by-case basis. If it is determined that the student, overall, is being successful in the online setting, a more intense application of previous attempts at intervention will be planned by the instructional team. This may include, but not be limited to, more frequent tutorial sessions, parental assistance with at-home activities to reteach, and reteach through the course LMS. If the student is determined to be struggling in a significant amount of their classes, a recommendation may be made to withdraw the student to a brick and mortar school. It is the intent of PHSO to always do what is in the best interest of each student under their guidance.

Learning Facilitators will be responsible for monitoring student progress toward growth in accordance with expectations each year. If the student is not performing in a way that will promote adequate growth, the RTI system can be activated, even if the student has been passing their courses. This could be a result of slow pacing, attendance issues leading to lost instructional time, or any other event that affects the student's ability to experience satisfactory growth. The Campus Director will monitor data on a campus-wide and teacher by teacher basis to ensure that students are adequately monitored throughout the year.

Parent partnerships

In online learning environments, parents must be partners with the educators in order to facilitate the highest possible achievement. In this effort, parents are provided with access to their student's progress in the LMS, has the resources of the Learning Mentor available to them, and participates in the Tier 3 intervention process. Additionally, in order to equip parents and guardians with as many resources as possible, regular training sessions are made available to parents in topics such as how to monitor their students online, resources and tools for parents, and technology basics.

Community collaboration.

As a part of the holistic secondary program, partnerships with various businesses and organizations in the community will be facilitated. These partnerships, in tandem with the Career and Technology training and courses provided through the school, can provide real-world experiences in a chosen career field. Partnerships are also sought to provide mentorship and support to students and to the school as a whole.

Dyslexia

Identification

All instructional staff are trained in the identification of students with Dyslexia. Tips on how to spot the potential need for diagnostic testing is included in this training. The instructional team model also provides a circle of support that assists in identifying students who may be on the Dyslexia spectrum.

Diagnostics

If a student has not already been diagnosed with dyslexia, but the instructional team believes there is a possibility of needed support, a professional with credentials to identify and screen for Dyslexia will conduct a Dyslexia screener to identify if the student is a candidate for Dyslexia services.

Supports

If a student has Dyslexia, they will be provided with dyslexia learning supports as indicated by the student's need, identified in tandem with the Dyslexia Diagnostician, parents, and the instructional team. These supports can include, but are not limited to:

Multi-sensory instruction

Decoding Skills

Repetition

Small group or individualized instruction

Additionally, the digital curriculum has reading supports such as text to speech, translation, highlighting, and vocabulary

OTES will be evaluated by the Administrator of the School. OPES will be evaluated by the Regional Director.

Curriculum – Future Success	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project- based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).
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In addition to the career components infused throughout the curriculum as mentioned in other areas, the school also aligns student “career pathway choices” to their graduation requirement: All students enter a Career Pathway upon enrollment. Students have multiple options to pursue career credentials and work with community experts (online or at partner brick-and-mortar campuses) in their chosen field to gain valuable experience. Students make an initial choice of a career pathway during the Discovery Experience in the first few weeks after enrollment. Students are assigned a Success Coach to track and support the student’s future success, and the student’s Success Plan/ ICP is carried throughout their academic journey.

6.3c Instructional Delivery Methods and Resources/Materials

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

Instructional Delivery Methods	6.3c	1) Explain in detail the <u>primary</u>, evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.
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Teachers will conduct virtual synchronous and asynchronous delivery to supplement the computer assisted instruction. Teachers will design lessons that meet each student’s learning needs. Collaborative learning will be used as an instructional strategy for the school as well. Collaborative learning refers to “social negotiation process in which students engage [to gain] deeper understanding or social construction of knowledge” (Lee et al., 2014, p. 426). Collaborative learning also relates to cohort learning which allows students collaborate as a group on the common tasks.

According to the Center for Teaching Innovation at Cornell University, collaborative activities are often based on four principles:

- * The student is the primary focus of instruction;
- * Interaction and "doing" are of primary importance;
- * Working in groups is an [essential] mode of learning;
- * Structured approaches to developing solutions to real-world problems should [integrate] into learning.

Peer learning is also considered as a type of the collaborative learning approach that allows students to learn with one another to achieve academic goals. Teachers will help by scaffolding students either synchronously or asynchronously working in pairs or small groups to solve problems or discuss concepts. Indeed, scaffolding students' learning by breaking up the unit lessons into smaller manageable pieces can promote learning flexibility while increase interaction between student-to-student and student-to-teacher.

The classroom schedule of a teacher and students varies greatly from day-to-day. As a dropout recovery and prevention school, the students have a wide variety of needs. Attendance in daily classes is not consistent. Student academic backgrounds are not consistent, and the remaining courses needed to meet graduation requirements for each student are not consistent. Therefore, the staff prepares for a variety of scenarios and adapts to the individuals in front of them on any given day, always using the Ohio Learning Standards and student progress data as the basis for instruction. Based on the variety of student needs, the students participate in guided learning where they receive a large portion of their instruction through an individually designed (in tandem with the student's graduation/ success plan) online course management system from a variety of curricular resources.

All resources are aligned to the Ohio Learning Standards through curriculum mapping and highly qualified teacher lesson planning. When standards are not met through the content in the course management system, teachers deliver live-learning online lessons to small groups or individual students to ensure all standards are taught. Students also receive live-learning online instruction on an as-needed basis as Tier II intervention in the RTI model. Students are identified for this type of instruction through daily observation by the teacher, such as active online class interaction and data available through the course management system, STAR scores, and curricular assessments. Teachers develop lesson plans based on these needs and the number of students with those matching needs. The teachers also are ready to help students with their struggling areas on any topic across 6 to 8 courses in the teacher's subject area during offline work time to ensure students can continue to move forward in their computer assisted instruction.

References:

Collaborative Learning: Group Work. (2012). Retrieved February 20, 2018, from <https://www.cte.cornell.edu/teaching-ideas/engaging-students/collaborative-learning.html>. Center for Teaching Innovation - Cornell University

Cooperative Learning: Teaching Strategy (Grades K-12). (2007, February 08). Retrieved February 20, 2018, from <https://www.teachervision.com/professional-development/cooperative-learning>

Lee, K., Tsai, P., Chai, C. S., & Koh, J. L. (2014). Students' perceptions of self-directed learning and collaborative learning with and without technology. *Journal of Computer Assisted Learning*, 30(5), 425-437.

Instructional Delivery Methods - Blended Learning Instructional Model	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. ☐ <u>Blended Learning Requirements - please provide ALL of the following:</u> 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.
The school uses an online learning model – similar to blended, the Learning Management System and Student Information System records and documents all facets of a student's online activities: instructional needs, grade and credit granting, attendance/ online participation/ learning opportunities, time and monitoring spent on tasks and assignments, activity on the school issues computer (internet safety protocol). The school's calendar includes monthly time for teacher to spend on professional development/ review student achievement data.		
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 ESSA definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse, Ed Trust or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.

The DOPR community often struggle with reading, but students tend to resist working on a stand-alone reading product because they do not see the relevance to their graduation requirements, so the best success is found adding live learning and reading intervention throughout the curriculum. Teachers also reinforce reading strategies as part of the live-learning online lessons with students.

The Strategic Instruction Model (SIM), created by the University of Kansas Center for Research on Learning, is a multi-tiered approach to adolescent literacy. SIM emphasizes teaching routines that allow teachers to organize and present curriculum content in straightforward, easy-to-learn ways and provide students with tools to solve problems independently (ie via his or her own Career Prep Success Plan). In combination with SIM tools, additional interventions (such as the school's RTI/ MTSS process) and learning strategies are applied across subjects by content teachers (and support staff).

In compliance with Senate Bill 311, The school is may adopt (not yet passed by board) its ability to offer students opportunities to earn high school credit through a credit flexibility program in the online environment. All students may be considered for credit flexibility. Students that are interested will initiate and submit a request in writing to take and/or earn the credit via the credit flexibility plan (CFP). Students can earn credits by:

- Completing coursework;
- Testing out or demonstrating mastery on course content: or
- Pursuing one or more "educational options" such as distance learning, educational travel, internships, independent study, projects, or other available options.

Eligibility

To be eligible to submit and participate in the credit flexibility option, students must meet the following criteria:

- Students who enroll with less than four (4) academic core credits may participate in the CFP only after completing one full core academic credit.
- Currently enrolled students may participate in the CFP at any time. · Students must attend with their parent(s)/guardian an informational session with the Credit Flexibility Committee (CFC) or designee from the CFC to discuss procedures, plans outcomes, and impacts of participation in the credit flexibility option.
- Students must submit a pre-approval form to the CFC by the designated deadlines.

Approval Process

To earn credit through the credit flexibility option, students must submit the following documentation to the CFC by April 1 in preparation for the following school year. · 1-2 page written statement from the student summarizing the plan for their credit flexibility option and the likelihood of success. The plan should include the following:

- Method of earning credit
- Amount of credit sought (may request for only .25 credit, .50 credit, or 1 full credit towards a course)
- Academic or elective discipline of study
- Outside resources that will be involved in the completion of the credit
- Timeline for completion
- Teacher of record, who will monitor progress, attainment of knowledge, and award of grades
- Learning outcomes, content standards (must be aligned to the Ohio Department of Education Content Standards)
- Special accommodations to be provided for students with a disability in compliance with the students Individual Education Plan (IEP) or 504 Plan

Credit Flexibility Committee

The Credit Flexibility Committee (CFC) will consist of the school principal and two teacher representatives in the relevant subject area.

Awarding of Credit

Credit and grades will be awarded based upon the completion of the credit flexibility plan approved by the CFC. It will be reported on the student transcripts and factored into a student's grade point average (GPA) and class ranking. All credit and grades earned are final.

6

All time lines regarding grade reporting must be adhered to pursuant to the School's calendar of grades input requirements. This is to ensure that the staff will be able to appropriately schedule students into necessary courses and appropriately monitor progress. · Credit and grade will be awarded to students who successfully complete all requirements laid out in the Credit Flexibility Approval form

- Student grade will be determined by the teacher of record and based upon the student's attainment of knowledge as related to the Ohio Content Standards and course objective
- Student who do not complete their requested credit flexibility option by the designated deadline or completely fail to meet the requirements for adequate completion and/or knowledge attainment of the course, will not receive credit and a grade of "F" will be reported in the student's transcript and factored into their GPA. If this occurs, students may not submit to earn the same credit through the credit flexibility option

Responsibility of Student and Parent(s)/Guardian

School Attendance – Students participating in the credit flexibility option will be required to attend school/ ensure active online participation for the remainder of their course load. Each student assumes the responsibility to attend all assigned live classes/ log in for attendance purposes. Regular attendance and punctuality are necessary for success. Fees – The School will require parent(s)/guardians of a student participating in the credit flexibility option not initiated by the School to be responsible for any additional fees associated with participation in that option.

Academic Integrity – Credit flexibility options are the sole responsibility of the student. The student must complete all work and final products on his/her own. A student may accept support, feedback, and knowledge from outside sources to assist in the completion of the credit flexibility option but the credit must be given to outside sources for contribution to the work.

A student deemed to be in violation of academic integrity guidelines will be notified of the complaint and informed of the need to be removed from the credit flexibility option. A student found to be in violation of academic integrity guidelines will receive no credit and a failing grade for the course. It will be reported on the transcript and factored into the GPA. The student will be denied participation in any future requests to participate in the credit flexibility option.

Appeals Process

Should a student and/or parent(s)/guardian disagree with a decision or action by the Credit Flexibility Committee or teacher of record, the student may submit a written appeal and may request a hearing.

Appeals must be formally written and submitted to the Credit Flexibility Committee. The Credit Flexibility Committee and a teacher representative not involved in the original approval and assessment of the student will review the appeal.

The student filing the written appeal and his/her parent(s)/guardian will be given an opportunity to present concerns and recommendations to the committee. The committee will review the appeals within 10 days from the date the written appeal was submitted. The decision of the committee may be appealed to the School Superintendent or the School’s Board of Directors.

Communication Plan

Opportunities and requirements related to credit flexibility will be publicized annually. Copies of the publication describing opportunities and requirements related to credit flexibility will be made available to students, staff, parent(s)/guardian, community member upon request to the school principal.

Students and parent(s)/guardians are informed that data regarding participation in credit flexibility options will be shared on an annual bases as required by the Ohio Department of Education.

Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology. Refer to Ohio’s Approved Curriculum List for Literacy Materials.
Resources and materials ● Apex Learning ● BlueX Learning Management System/ Maestro SIS ● eDynamic Learning ● Own It! ● BlueX Curriculum ● Supplemental Materials ● Chrome Books/Laptops/All-In-One Computer		

- Career Based Programs
- Print Materials-graphic organizers, guided notes, activities from online curriculum
- Books, etc. graphic novels
- Manipulatives prescribed for online intervention: flashcards, counting tiles, hands-on equations, 3d geometry shapes, fraction pieces
- Career specific online programs:
OSHA Curriculum/ NCCER Online/ Adobe/ BlueX/ Fusion
- Allowable Website Bookmarks such as Khan Academy, iCivics, government sites, OhioMeansJobs, PHET interactive labs
- And other materials as needed

The school staff is empowered to meet the needs of the individual students as the needs become apparent in the virtual environment on a daily basis, always keeping their focus and aligning content and supplemental materials to Ohio's Learning Standards. The school board and school collaborate during regular meetings to understand curricular implementation and changes.

**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.

The school commits to following the Ohio Learning Standards as the primary element for all curriculum elements and decisions. The highly qualified teachers use the standards as their basis for instruction and providing intervention for students. As highly qualified individuals, teachers are, regularly, choosing resources to teach the individual or small groups of students as needed.

The teachers/department chairs can also be referred to as Subject Matter Experts (SMEs) in the field of teaching licensure, particularly in the state of Ohio. Therefore, the process of selecting qualified SMEs to evaluate the curriculum is essential. The school principal recommends the highly qualified teachers in the four core subject areas—Language Arts, Science, Mathematics, and Social Studies. Teachers who are selected as the SMEs will work collaboratively with the Management Company's Curriculum Committee. The SMEs will be assigned to review courses according to their specialized subject matter area by following the curriculum and instructional design rubrics and guidelines. The Curriculum Map Template provided in the ODE website – Alignment Toolkit will be used as part of the course review process.

SMEs have approximately 2-3 weeks to complete the course review. The Curriculum Committee members will check the return evaluation forms in order to plan for the next phase of review. If changes are required, the Curriculum Committee will notify the SME with detailed explanation and guidelines to resolve any concerns. The course will be revised to ensure all required curriculum and design elements have been met. At the end of course review, SMEs will not only fully align course content with the state standards; more importantly, they will understand the proper course development and design process in the school's learning management system.

To ensure the full alignment to Ohio's Learning Standards, the school uses maps and pacing suggestions for the courses, along with forms adapted from the Ohio Department of Education's Alignment Toolkit for curriculum mapping and gap analysis. As course development and evaluation begins, Subject Matter Experts (SMEs) fill in the curriculum map template based on Ohio Learning Standards and aspects of Ohio Model Curriculum. The gaps in learning standards will be identified and filled in aligning with content expectations in the curriculum map and the learning management system. The content can be delivered online, via the live learning classroom, or by sent physical materials. Implications, including technological requirements/delivery online, are incorporated into any final change recommendation to the management company and subsequent school board approval to work with the sponsor on changes or modification to its educational plan.

6.3d Continuous Improvement and Professional Growth

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

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the Ohio's Improvement Process . Describe the structures and processes to support the improvement planning.
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The school uses Ohio's Five Step process as part of the Continuous Improvement Process to support Professional Growth of its team. The school has in place the teams (Teacher-Based Team, Building Leadership team, and Community School Leadership Team) to develop, monitor, and evaluate the school.

The Ohio 5-Step Process offers a way of changing instructional practice and improving student learning that is organized and manageable. These five steps include protocols and techniques for structuring the conversations and overcoming resistance to collaboration through a culture of inquiry. The school applies aspects and guidance from five-step process to its analyzed data to determine the best instructional path for all students.

Teacher Based Teams (TBT) will:

Collect and chart data on classroom specific/content specific data

Analyze student work specific to the data

Establish expectations for implementing specific changes in the classroom

Implement changes consistently across all classrooms

Collect, chart, and analyze post-assessment data, discuss successes, challenges and make decisions based on the results

The Building Leadership Team (BLT), using the same five steps, shifts the focus from an individual to a team that can function as a purposeful community. This team receives recommendations from the TBT and makes instructional decisions that moves the instructional practices to focus on the success of each student.

Supports the development, implementation, and monitoring of focused building improvement plans;

Builds a school culture that supports effective data-driven decision making;

Establishes priorities for instruction and achievement aligned with district goals;

Ensures conditions for, support and monitor Teacher Based Teams;

Monitors and provides effective feedback on adult implementation and student progress;

Makes recommendations for the management of resources, including time, and personnel to meet district goals.

Reports results to Community School Leadership Team

CSLT (Community School Leadership Teams)-

The CSLT functions as a decision-making body and sets the academic tone for the rest of the teams: BLT and TBT. The CSLT guides the BLTs and helps in the process of gathering data for making decisions that will lead the BLTs and TBTs.

The Community School Leadership Team Sets performance targets aligned with district goals;

Monitors performance against the adult implementation and student performance indicators;

Builds a foundation for data-driven decision making on a system-wide basis;

Designs system planning and focused improvement strategies; structures, and processes;

Facilitates the development and use of collaborative structures, i.e., Building Leadership Teams and Teacher Based Teams;

Brokers or facilitates high quality PD consistent with district goals; and

Allocates system resources toward instructional improvement.

The school follows the 5-Step Process and the final product is the school improvement plan.

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](#).

☒ **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?

Principal

Ohio Principal Evaluation System (OPES)	6.3d	4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. ☒ Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System. ☐ The school will implement an alternative evaluation system as described below. 5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?
N/A		
Local Professional Development Committee	6.3d	6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.
The school will develop and implement its LPDC, utilizing the following bylaws, roles and responsibilities, processes and procedures: Career Prep Schools LPDC Consortium (Virtual will be a part of Consortium) Guidelines and By-Laws I. Purpose The purpose of this committee is to review the coursework and other professional activities proposed and completed by educators within the district to determine if the requirements for renewal of certificates and licenses have been met. II. Committee Composition and Selection		

A. The committee will be comprised of members as follows:

1. One Career Prep Schools home office representative.
2. One certified/licensed Principal representing the Career Prep Schools.
3. Numbers of certified/licensed teacher representatives will be based on numbers of certified/licensed staff within each school building:
 - a. Each school must have at least 1 representative and 1 alternate.
 - b. Schools with a staffing model based on 450 students or less will have 1 representative and 1 alternate.
 - c. Schools with a staffing model based on 600+ students will have 2 representatives and 1 alternate.
 - d. Committee members who are elected officials may continue to serve as representatives for consecutive terms, so long as their building staff approve.
 - e. All representatives and alternates must attend yearly training meeting each fall.
 - f. For all other meetings, alternates only need to attend in the absence of building representatives.

B. Members will be selected at the building level by the teachers of that building by majority vote.

C. Nominations may be made by peers or self-nomination. Members will be replaced in the same manner when a vacancy occurs. If there are no nominations, then the names of all certified/licensed personnel will be placed on the ballot.

D. All LPDC members will be designated by August 31 and will begin their term on September 1 of the appropriate year.

E. The LPDC will be modified to include a majority of administrators when considering administrator IPDPs and approval of their PDUs and college work.

F. The committee will be comprised of the following members:

1. The Lead Chairperson
 - a. The Lead Chairperson will serve a two-year term.
 - b. The Lead Chairperson should preferably be from the region opposite that of the Co-Chairperson.
 - c. The Lead Chairperson shall preside at all LPDC meetings.

- d. The Lead Chairperson shall establish a meeting calendar, call all meetings, and set all agendas.
- e. The Lead Chairperson shall ensure the LPDC and IPDP processes and procedures are followed.
- f. The Lead Chairperson shall serve as a liaison to other district professional development committees.
- g. The Lead Chairperson shall serve as the appeals process contact and liaison person.
- h. The Lead Chairperson shall suggest training needs for LPDC members.
- i. The Lead Chairperson shall sign the necessary cover sheets for certificate/license renewals as required by the Ohio Department of Education.
- j. The Lead Chairperson shall notify the Co-Chairperson in the event of the Lead Chairperson's inability to attend a meeting.
- k. The Lead Chairperson has authority to delegate duties but not responsibilities of the office.
- l. The Lead Chairperson shall ensure confidentiality of information at the first meeting each year.

2. The Co-Chairperson

- a. The Co-Chairperson will serve a two-year term.
- b. The Co-Chairperson should preferably be from the region opposite that of the Lead Chairperson.
- c. The Co-Chairperson will fill in for the Lead Chairperson in the event of the Lead Chairperson's absence.

3. The Secretary/Recorder

- a. The Secretary/Recorder will serve a term of office for one year and may succeed him/herself.
- b. The Secretary/Recorder will work with the committee and at the direction of the Chairperson to ensure that the LPDC process and communications are effective and efficient.
- c. The Secretary/Recorder will keep accurate minutes of the LPDC meetings
- d. The Secretary/Recorder will send minutes and agendas to LPDC members at least one week in advance of succeeding meetings.
- e. The Secretary/Recorder will keep LPDC membership records up to date and keep a mailing list of all members, including names, school and home addresses, telephone numbers, etc.
- f. The Secretary/Recorder will maintain a notebook or easily accessible electronic record of all committee activities.

4. The Committee Members

- a. Committee members will serve terms of office for one year with elections to be held in August prior to the beginning of the new school year; a member can be elected again to succeed him/herself.
- b. Committee members will assist in communicating with the certified/licensed staff in their respective buildings about the operation of the LPDC, including conducting an in-service meeting for teachers before September 30 of each school year. Packets and forms will be distributed at this in-service. (See appendices C and D.)
- c. Committee members will serve as reviewers of district educator professional development plans for certificate/license renewals.
- d. Committee members will suggest necessary professional growth needs.
- e. Committee members will suggest and vote upon needed changes to the LPDC rules for procedure.
- f. Any committee member who misses more than half of the scheduled meetings for one year will be replaced.

III. Decision Making

- A. Decisions will be made by majority vote of the committee members present and voting, so long as a quorum is present.
- B. A quorum will consist one more than half of the committee members in a given year.

IV. Meetings

- A. The committee will hold scheduled meetings from September through June during regular school hours.
- B. Before September 30 of each year, the committee will establish and publish their meeting schedule.
- C. The committee may meet more frequently as deemed necessary to complete their work.
- D. In the event that a quorum cannot be present, the meeting will be rescheduled.
- E. Meetings usually will be held in September, November, February, and May. The committee reserves the right to call a June meeting as needed.

V. Conflict of Interest/Change of Status

- A. LPDC and Appeals Committee members may not participate as a decision maker for items presented by themselves or an immediate family member.

B. Any LPDC teacher/member who accepts an administrative position will immediately vacate his/her seat on the committee as a teacher.

C. Any LPDC administrative member who accepts a teaching position will immediately vacate his/her seat on the committee as an administrative member.

D. Any LPDC member who leaves the employment of the district will vacate his/her seat on the committee no later than his/her last working day.

VI. Guidelines/By-Laws Approval

A. The committee will revise and approve the Guidelines and By-Laws on an as needed basis throughout the school year.

B. LPDC Committee Guidelines and By-Laws and Appeals Process Guidelines must be approved by the Career Prep Schools home office.

VII. Submission, Timeline, and Teacher Responsibility

By September 30 of each year, LPDC representatives will present the LPDC Guidelines and By-Laws and will discuss teacher responsibilities, appropriate timelines, and other pertinent information to their respective building staff.

VIII. Maintaining Records

Teachers are responsible for maintaining their own LPDC records such as IPDP, Certificates, transcripts, Individual PD Logs, etc.

IX. Requests for Pre-Approval of Professional Development Units

Requests for pre-approval of professional development units and college credit units (when required) can be pre-approved by gaining signatures from 2 committee members.

X. Reviewing Data

Administrators review data from administrators. Teachers review data from teachers.

XI. Confidentiality Statement

Committee members must sign and implement the adopted LPDC Confidentiality Statement.

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.).
The School implements The Ohio Resident Educator Program. This comprehensive, four-year initiative assists beginning teachers with mentoring and professional development as they start their education careers. The Resident Educator Program allows improvement in teacher retention, enhanced teacher quality, and results in improved student achievement. The Ohio Resident Educator Program can be envisioned as a professional pathway to continued professional learning, leading educators to more effective practices and excellence in teaching. Ohio Revised Code 3319.223 and Ohio Administrative Code 3301-24-04 provide the basis for the Ohio Resident Educator Program and the requirement to successfully pass the Resident Educator Summative Assessment (RESA). When teachers successfully complete program requirements, including the RESA component, they become eligible for a professional teaching license. Teachers take the RESA in year 3 of the four-year program. The RESA facilitator at the central campus works with the Principal to provide training to a chosen 5 year professionally licensed mentor. That mentor forms a relationship with their mentee and helps to guide the mentee through their RESA year (1,2,3, or 4). In an effort to provide strong programming for new teachers, the school's RESA expectation for RESA ratios is kept at 3:1 mentors to teachers.		
Professional Development Plan for Teachers	6.3d	8) Using the Ohio Standards for Professional Development (adopted 2015), describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
Information gathered throughout the OTES and RESA process drives specific differentiated professional development that is offered to both teachers and principals. This can be teacher, principal or evaluator driven. <u>Teacher/ School Staff Member request for professional development:</u> • Complete Professional Development (PD) Request form. • Complete Seminar/Workshop registration form. • Complete Check Request form		

- Submit PD Request form, Seminar/Workshop registration form, Seminar/Workshop agenda, and Check Request form to Building Administrator for approval/signature.

- Upon Administrator approval/signature, fax all documentation to Regional Director for processing.

Administrator responsibility for approving and connecting to the OIP:

- Review PD Request and accompanying forms for completion, goal alignment to school mission, and approval.

- Identify funding source and confirm funding availability.

- Sign PD Request form noting approval, return to Requestor to fax to Regional Director for processing.

The School's deployment of all professional development activities reflect the goals of the Continuous Improvement Process. These activities focus on improving the learning environment, enhancing the social-emotional of the classroom, and continue to promote student-centered engagement. All designed activities are aligned to the school's Continuous Improvement Plan and monitored with the ultimate goal of increasing student achievement.

Professional Development Plan for School Leaders

6.3d

9) Using the [Ohio Standards for Principals](#), describe how the school will *develop, implement, and evaluate* a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.

Information gathered throughout the OPES process drives specific differentiated professional development that is offered to both teachers and principals. This can be teacher, principal or evaluator driven.

Principal request for professional development:

- Complete Professional Development (PD) Request form.

- Complete Seminar/Workshop registration form.

- Complete Check Request form

- Review PD Request and accompanying forms for completion, goal alignment to school mission, and approval.

- Identify funding source and confirm funding availability.

- Sign PD Request form noting approval, return to Requestor to fax to Regional Director for processing.

The School's deployment of all professional development activities reflect the goals of the Continuous Improvement Process. These activities focus on improving the learning environment, enhancing the social-emotional of the classroom, and continue to promote student-centered engagement.

All designed activities are aligned to the school's Continuous Improvement Plan and monitored with the ultimate goal of increasing student achievement.

School Calendar

6.3.1

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

Student Academic Calendar for 2024-2025 School Year

2024

2025

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						0

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						14

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						17

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						16

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						15

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
						18

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						19

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						13

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						15

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						14

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						18

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						12

Holidays 2024 - 2025

Jul 4	Independence Day	Jan 1	New Year's Day	May 26	Memorial Day
Sep 2	Labor Day	Jan 20	Martin Luther King Day	Jun 13	Graduation
Nov 25-29	Thanksgiving Break	Feb 17	Presidents' Day	Jun 19	Juneteenth
Dec 23-Jan 3	Winter Break	Apr 18-25	Spring Break		

Daily Schedule

8:00-9:30	Core Courses
9:00-11:00	CTE
11:00-11:20	Lunch
11:20-1:00	CTE
1:00-2:00	Core Courses

STUDENT DAY

Monday - Thursday 8:00 AM - 2:00 PM
171 days X 5.5 instructional hours = 940.5 total hours
CTE 3 hours per day = 513 hours (54.5%)

Building Hours

Monday - Friday 7:30 a.m. - 3:30 p.m.

School Holiday - School Closed

First/Last Day of School

Testing Window

Parent Engagement Events

Graduation Day-School Closed



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 school’s bell schedule incorporates the following three options for its online students		
01 Full-Day Student Option 8:00-8:451 8:45-9:302 9:30-11:003 CTE/CBI Lunch 11:20-1:004 CTE/CBI 1:00-1:305 1:30-2:006	02 Full-Day Student Option 8:00-8:451 8:45-9:302 9:30-10:153 CTE/CBI 10:15-11:004 CTE/CBI Lunch 11:30-12:155 CTE/CBI 12:15-1:006 CTE/CBI 1:00-1:307 1:30-2:008	03 Flex Students 8:00-8:451 8:45-9:302 9:30-11:003 CTE/CBI OR 11:20-1:004 CTE/CBI 1:00-1:305 1:30-2:006

6.3e Prevention and Intervention Policy

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

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

Prevention and Intervention Plan	6.3.2	1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success. 2) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).
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The school provides academic intervention services in all subject areas to all students who score below the proficient level on a reading, writing, mathematics, social studies or science STAR/ diagnostic test and who do not demonstrate academic performance at their grade level based on the results of diagnostic assessments administered throughout the school year. Intervention services will be commensurate with the student's test performance in each test area including prevention, intervention, or remediation. Prevention, intervention or remediation programs may include remedial program content, one-on- one instruction, computer-assisted remedial course material, student specific tutoring intervention, and flexible grouping.

The school provides "whole student" intervention contingent upon a student's behavior that impedes their ability to learn and achieve within the school. Teachers compile data and discuss in their Teacher-based teams academic and behavioral interventions that may assist the student. This data: needs assessment during discovery, progress monitoring, log entries, discipline referrals and attendance reports give evidence for needed instruction for desired behavioral outcomes.

To properly address all learner's possible needs for intervention, the school will utilize RTI & MTSS methods consisting of an integrated, multi-tiered system of instruction, assessment, and intervention designed to meet the achievement and behavioral needs of all learners. The MTSS methods promote school improvement through engaging, evidence based academic and behavioral practices that utilize data driven problem solving to maximize growth for all students. Teachers engage in the IAT process to determine students' needs for further instruction in both academic and behavioral areas of learning.

These components: RTI/ MTSS for academic interventions, Positive Behavior Interventions and Supports for behavioral interventions, and the Intervention Assistance Team to regulate the decision-making process for students with more intensive needs.

Data accumulated through the RTI/ MTSS/ PBIS process is gathered and discussed in TBT, BLT and CLST meetings to determine trends that can be addressed as a school, class or flexible grouping and to provide data to the IAT to determine if more intensive supports are needed for the individual students.

Formative Assessment

The School uses a variety of assessment types. Our students engage in a unique learning environment that depends on the student's performance and the teacher's planned activities that reveals evidence of learning minute by minute, day by day online and offline. These formative assessments combined with non-summative assessments that happen while teaching occurs, help teachers and students know their status toward proficiency. This type of assessment informs teachers of what students know or do not know, so teachers may determine the next steps in the student's learning process. In this manner, teachers adjust their instruction accordingly for each of their students. These assessments include pretests, quizzes, one-minute essays, online activity, games, discussion, blogs, learning logs, and the list continues.

References:

60 Formative Assessment Strategies - St. Michael. (n.d.). Retrieved from http://www.stma.k12.mn.us/documents/DW/Q_Comp/FormativeAssessStrategies.pdf

Dropout Prevention and Recovery. (n.d.). Retrieved from <http://education.ohio.gov/Topics/Community-Schools/Drop-Out-Prevention-and-Recovery>

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an school improvement plan by September 30th.

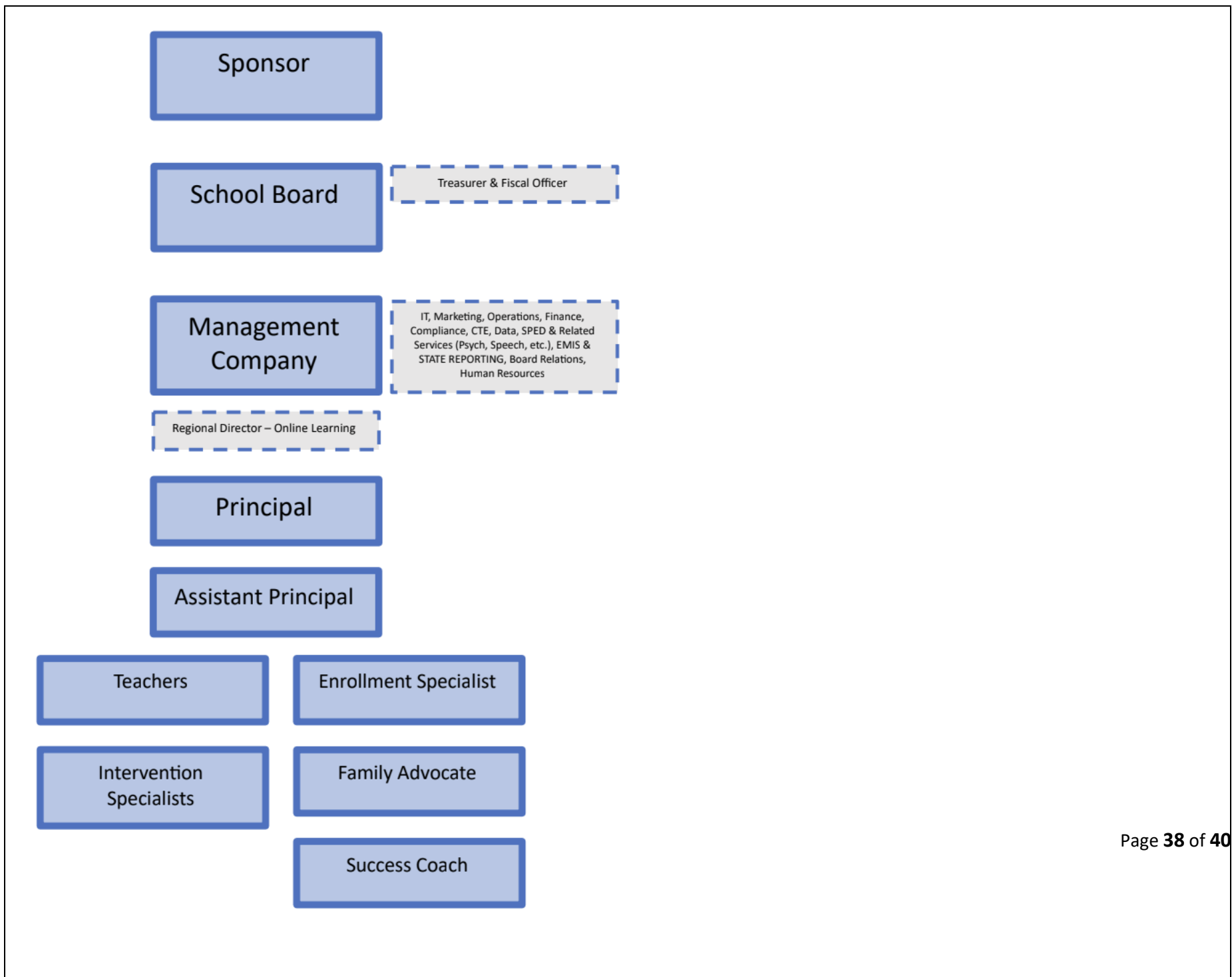
The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.		
Nationally Normed Assessment	6.5	1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.
The School administers STAR/ Renaissance to measure academic progress in the classroom. The growth assessment allows instructors to determine a student's mastery level for all standards. This information allows teachers to find the area where a student may struggle, work on his own, or find mastery. STAR is an ODE approved standardized assessment that will be administered a minimum of twice a year and is identified on the school calendar. Teachers and Stakeholders understand the relationship that among STAR, Student Growth Measures (OTES and OPES), and the OIP. The School serves as a Drop Out Credit Recovery Program and must use STAR as required by the ODE http://education.ohio.gov/Topics/Community-Schools/Drop-Out-Prevention-and-Recovery		
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.
The School administers:		

Ohio Graduation Test (OGT) End of Course Assessment (EOC) ACT OELPA Work Keys Parents and students receive their scores when the ODE releases the data to the schools. The ODE prepares score reports that gives teachers and parents information to understand the students' academic success. The principal prepares a State of The School presentation every board meeting. At each meeting, the principal shares assessment data including changes and how the information is used to guide instruction. At both the school and central campus, testing data guides the selection for professional development. Preparing instruction for instructional gaps helps prepare teachers to increase student performance and help students improve and learn.		
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.
Local Assessments Formative and short cycle assessments support learning in the classroom. The feedback from quizzes and tests within online standards based coursework may be used to revise or improve a work product and help identify gaps in understanding. In the classroom, educators use short cycle assessments (quizzes, journals, online classroom activities) to ensure students are making progress and determine the areas that need retaught, reviewed, or challenged. These assessments are embedded in the online content, created by the classroom teacher, or adapted to support a student(s) preferred learning style. Teachers meet in collaborative groups to review these data/ time is built into the school's calendar to review student data. Options are discussed to design specific tactics to engage students and support learning. A "Quick Access" of academic and non-academic database is used to accumulate all forms of student data on each student The teachers use to engage families in dialogue about student performance and detail the next steps toward graduation		

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.
The school will use many methods of survey and inquiry help guide in decision making processes in the classroom, school, and community concerning our students' education. The School uses Internet, message boards, Mail, student ambassador and all school virtual meetings and open houses to communicate information to the community. The School aspires to gain a barometer of parent, student, teacher, and community satisfaction when giving surveys. In this way, The School may derive the student interest and overall status of school culture.		
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.
Each student possesses a virtual Success Plan Portfolio that includes their Individual Career Path (work/ projects/ certifications/ extra-curricular), Graduation Plan and progress (course completions/ assessments/ scores). The school provides multiple assessment measures of student performance. The school utilizes the nationally-normed benchmark tool, Renaissance Star, to gather pre-test and post-test data in reading and math. The school also utilizes the evidence-based strategies of ALEKS and IXL that provide diagnostics and adaptive interventions based on student performance. Additionally, the school utilizes 'EasyCBM' to create and administer progress monitoring assessments for students with documented disabilities to measure student progress in specific goal areas. The school also administers state-provided assessments such as end-of-course assessments and the state-funded ACT. Lastly, the school utilizes formative assessments within Apex to measure student performance in core-content area courses. In addition to traditional assessment measures the school also utilizes a workplace literacy rubric to help gauge progress for students in career-tech courses that correlates with their vendor assessments to help measure student success on the credentialing assessment. The school tracks performance on credentialing assessments to inform classroom instruction in the areas of technical vocabulary acquisition and workplace documents. The school builds coursework to ensure literacy skills are continuously embedded in the vendor-provided curriculum for different industry recognized credentials.		

<u>8.1 Organization and Staffing</u> 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).



Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) Structured Literacy Specialist, f) other. Please only include job titles.
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See Attachments (Roles and Responsibilities)

Recruitment and Retention 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 .
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See Attachments (Recruitment Plan)

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 (29:1).
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Ratios for online school highlighted below.

YEAR 1

Total Enrollment175

Expected Enrollment				
Grade	9	10	11	12
Students	75	25	25	50

Expected Certified Teachers				
Grade	9	10	11	12
Staff	1	1	1	1
Ratio	1:	1:	1:	1:
	75	25	25	50

Expected Administrative (Non-Licensed) Staff				
Grade	ALL			
Principal	1			
AP	1			
ES	1			
FA	1			
SSC	1			
Total	5			

All Other Expected Staff				
Grade	9	10	11	12
Staff				

YEAR 2

Total Enrollment275

Expected Enrollment				
Grade	9	10	11	12
Students	100	50	50	75

Expected Certified Teachers				
Grade	9	10	11	12
Staff	2	1	1	1
Ratio	1:	1:	1:	1:
	50	50	50	75

Expected Administrative (Non-Licensed) Staff				
Grade	ALL			
Principal	1			
AP	1			
ES	1			
FA	1			
SSC	2			
Total	6			

All Other Expected Staff				
Grade	9	10	11	12
Staff				

YEAR 3

Total Enrollment375

Expected Enrollment				
Grade	9	10	11	12
Students	100	100	75	100

Expected Certified Teachers				
Grade	9	10	11	12
Staff	2	2	1	2
Ratio	1:	1:	1:	1:
	50	50	75	50

Expected Administrative (Non-Licensed) Staff				
Grade	ALL			
Principal	1			
AP	1			
ES	1			
FA	1			
SSC	2			
Total	6			

All Other Expected Staff				
Grade	9	10	11	12
Staff				

YEAR 4

Total Enrollment500

Expected Enrollment				
Grade	9	10	11	12
Students	150	100	100	150

Expected Certified Teachers				
Grade	9	10	11	12
Staff	3	2	2	3
Ratio	1:	1:	1:	1:
	50	50	50	50

Expected Administrative (Non-Licensed) Staff				
Grade	ALL			
Principal	1			
AP	1			
ES	2			
FA	2			
SSC	3			
Total	9			

All Other Expected Staff				
Grade	9	10	11	12
Staff				

YEAR 5

Total Enrollment650

Expected Enrollment				
Grade	9	10	11	12
Students	175	150	150	175

Expected Certified Teachers				
Grade	9	10	11	12
Staff	3	3	3	3
Ratio	1:	1:	1:	1:
	58.333	50	50	58.333

Expected Administrative (Non-Licensed) Staff				
Grade	ALL			
Principal	1			
AP	1			
ES	2			
FA	2			
SSC	4			
Total	10			

All Other Expected Staff				
Grade	9	10	11	12
Staff				

Staffing Plan for
Projected Enrollment

8.1

5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.

YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Enrollment 175	Total Enrollment 275	Total Enrollment 375	Total Enrollment 500	Total Enrollment 650
Expected Enrollment	Expected Enrollment	Expected Enrollment	Expected Enrollment	Expected Enrollment
Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12
Students 75 25 25 50	Students 100 50 50 75	Students 100 100 75 100	Students 150 100 100 150	Students 175 150 150 175
Expected Certified Teachers	Expected Certified Teachers	Expected Certified Teachers	Expected Certified Teachers	Expected Certified Teachers
Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12
Staff 1 1 1 1	Staff 2 1 1 1	Staff 2 2 1 2	Staff 3 2 2 3	Staff 3 3 3 3
Ratio 1: 1: 1: 1:	Ratio 1: 1: 1: 1:	Ratio 1: 1: 1: 1:	Ratio 1: 1: 1: 1:	Ratio 1: 1: 1: 1:
75 25 25 50	50 50 50 75	50 50 75 50	50 50 50 50	58.333 50 50 58.333
Expected Administrative (Non-Licensed) Staff	Expected Administrative (Non-Licensed) Staff	Expected Administrative (Non-Licensed) Staff	Expected Administrative (Non-Licensed) Staff	Expected Administrative (Non-Licensed) Staff
Grade ALL	Grade ALL	Grade ALL	Grade ALL	Grade ALL
Principal 1	Principal 1	Principal 1	Principal 1	Principal 1
AP 1	AP 1	AP 1	AP 1	AP 1
ES 1	ES 1	ES 1	ES 2	ES 2
FA 1	FA 1	FA 1	FA 2	FA 2
SSC 1	SSC 2	SSC 2	SSC 3	SSC 4
Total 5	Total 6	Total 6	Total 9	Total 10
All Other Expected Staff	All Other Expected Staff	All Other Expected Staff	All Other Expected Staff	All Other Expected Staff
Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12	Grade 9 10 11 12
Staff	Staff	Staff	Staff	Staff

Additional Information Requested – CPVHS

- 1. Provide a statement regarding the school's plan for ensuring that teachers are trained in and demonstrate competency in online instructional methodologies and learning technologies.**

All employed content-area teachers will be highly-qualified with experience in online instruction/ virtual school instruction. The management company ensures that online instructional methodologies, learning technologies, training and professional development are driven by the National Standards for Quality Online Learning.

- 2. Provide a statement regarding the school's plan for ensuring that school leaders are trained in and demonstrate competency in online instructional methodologies and learning technologies.**

The school leaders are collaboratively selected by FusionED, Responsive, and the Board of Directors, with preference given to applicants possessing a robust background of educational leadership in an online setting and/ or competency in best online instructional and learning strategies (NSQ preferred) in a drop out recovery and prevention environment.

- 3. Describe the plan for face-to-face meetings between teachers and students including the number of visits to be required and the potential location for these visits.**

The school's requirement for face-to-face meetings is inclusive of:

1. Technology pick-up and Discovery at a Career Prep brick-and-mortar school*
2. Required testing, based upon success plan, (STAR, EOC, ACT, WorkKeys) and test-preparation at a Career Prep brick-and-mortar school*

** Current planned requirements, but may utilize additional space based upon enrollment season. Not required but encouraged based upon success plan: Open House/ Meet the staff, Field Trips, In-person CTE training, related-services.*

- 4. Describe your plan to ensure your students' ability to access the program including access to a device, all academic programs, and internet connectivity. Describe the practices in place to provide accommodations for students with disabilities.**

The management company's online learning partner currently provides all technology, online learning platforms, and support to all online students (and staff). Internet connectivity verification and/ or income-based setup assistance or reimbursement protocol occur during each student's enrollment processing. Additionally, students identified having received or receiving special education services are assigned to the Special Education department during the enrollment process (assistance obtaining special education records, determination of success in an online environment).

5. Provide the school's plan to conduct ongoing internal and external evaluations to measure program effectiveness.

In addition to the internal required and adapted OTES and OPES evaluations, the school's board collaborates on its parent and student surveys and requires monthly reports from its management company partner (at its governing board meetings) that are inclusive of the school's measures of success: Student participation and engagement (attendance, enrollment, in-person opportunity participation), student progress (credits earned, course enrollments, incidents), student achievement (testing, growth, graduation, and report card data), and overall school compliance.

6. Plan for Student Support Services: a) Describe the school's plan for providing an orientation course to online learning technologies and successful online student practices for all students; b) Describe the school's plan to communicate with each student's parent, or guardian regarding the performance and progress of that student as well as the plan for providing opportunities for parent-teacher conferences, c) Describe the schools plan to provide support services, including academic, administrative, and technical support to students, and d) Describe how the school ensures that academic advising is provided for students.

- A. The management company's online learning partner currently provides all technology, online learning platforms, and support to all online students (and staff). The school's orientation/ "Discovery" is adapted to be inclusive of best practices in an online environment for students, navigation of the school's online learning platform and curriculum, communication plan and protocol, and online graduation plan/ success plan completion.
- B. The student's graduation plan and success plan, completed upon enrollment, serve as the student guide for routine collaborative check-ins with the student, parent, teachers, success coaches or advisors. The school will include a set annual schedule of parent-teacher conferences in its parent/ student handbook.
- C. In addition to the student's core course teachers, the school's staffing model includes the success coach and family advocate functions: orientation into the online program, routine academic advising support and communication against each student's success/ graduation plan, support for life outside of school (assistance with wrap-around services/ barriers to student achievement).
- D. The school employs a success coach(es) as the student's advisor/ success plan champion.

CPVHS ORG CHART

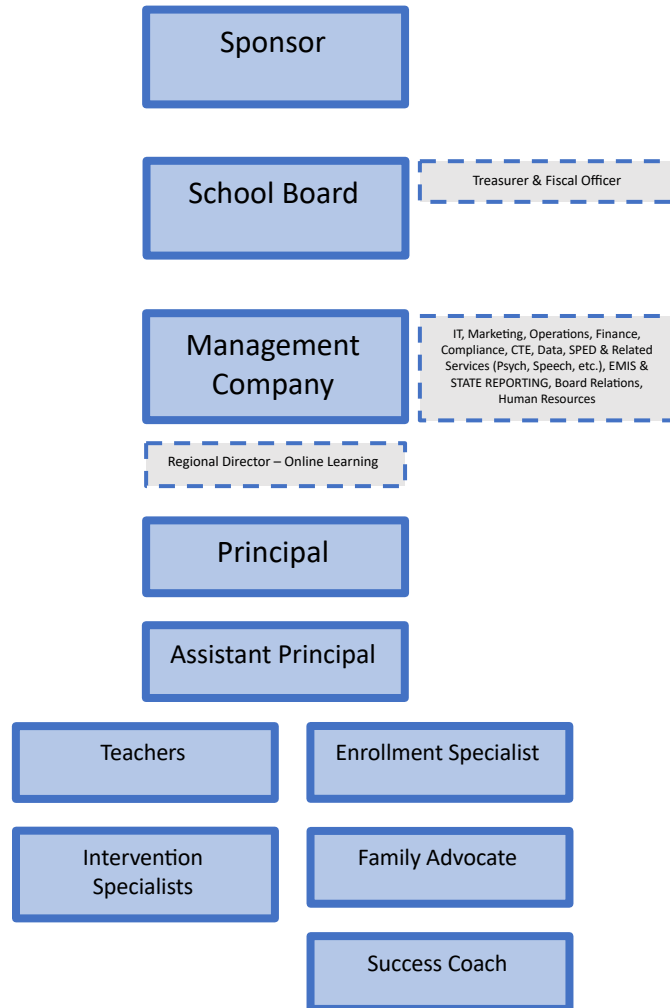


Exhibit A – Job Description

Job title	<i>Principal – Virtual School</i>	Classification	<i>Exempt</i>
Reports to	<i>Regional Director of Leadership Support</i>	Organization Unit	<i>Administration</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The School Principal leads the school team to success in all FusionEd Career Prep School Systems. First and foremost, he or she is a leader who manages the school team to recruit and retain a full student enrollment throughout the year. With full enrollment, the Principal also ensures a quality educational experience for all students and, working with their staff, guides students into promising job and career pathways.

Systems

- Academic Scheduling
- Apex
- Attendance Procedures
- Enrollment Process
- FTE
- Compliance/Operations
- Course Close-Out
- CTE/Alternative Pathways
- Daily Schedule
- Discovery
- Graduation Planners
- MTSS
- Quick Access
- Retention
- Student Academic Achievement
- Staff Evaluations
- Student Discipline
- Student Onboarding

Accountable Functions

Academic Scheduling:

- Assign two academic courses to each student and successfully enroll students in CBI or CTE programs
- Manage academic scheduling for all of post-Discovery students to ensure that CTE is scheduled to not conflict with or surpass academic hours
- Ensure CBI/CTE is correctly scheduled by Student Enrollment Specialist at enrollment

Apex:

- Enroll students in academic courses upon completion of Discovery and during the Course Close Out process
- Archive inactive student weekly

Attendance Procedures:

- Work with Student Enrollment Specialist to ensure that attendance is entered in a timely fashion
- Ensure that the sign in/sign out system is being followed

Enrollment Process:

- Ensure a seamless enrollment process that is easy for students and parents to navigate
- Check that cumulative files are consistent and in order with all necessary documents
- Coordinate with EMIS team

FTE:

- Coordinate and monitor all efforts to reach and maintain budgeted FTE including enrollment events and retention efforts

Exhibit A – Job Description

Compliance/Operations:

- Ensure school is compliant with all federal, state, and sponsor requirements including the use of Epicenter
- Monitor and implement a safe environment
- Inspect and maintain the school grounds

Course Close Out:

- Input credits in the SIS from course completion packet and updates the 'Credits' tab in Quick Access
- Update the graduation planner with earned credit/credit remaining
- Update the student schedule in the SIS to reflect completed/new course
- Enter the earned credential (if applicable) as a GW record
- File course completion packet in student academic file

CTE/Alternative Pathways:

- Understand and articulate graduation options for the State of Ohio
- Monitor implementation of programs for student success including the maintenance of CTE programs

Daily Schedule:

- Ensure implementation, with fidelity, of the daily schedule
- Manage student schedule flexibility/Credit Flex Plan
- Respect scheduled CTE blocks by not overscheduling academic courses

Discovery:

- Work with the Student Success Coach to ensure that students fully complete the Discovery process prior to starting academic coursework
- Create a Credit Flex Plan or Flexible Schedule in conjunction with the Success Coach and Family Advocate
- Work with Student Success Coach to ensure students in the CBI program are completing Discovery 2 and 3

Graduation Planners:

- Manage the creation and reactivation of Graduation Planner for each student upon enrollment
- Shares with the student "view only" and with the guardian upon request
- Update Graduation Planner when transcripts are received and after each course completion, including test scores and completed Graduation Seals
- Code completed courses as green, in-progress courses as blue, and not attempted courses as white
- Update credits remaining to reflect what the student has left to graduate regardless of credits earned
- Adjust the date each time the Grad Planner is updated

MTSS:

- Coordinate the implementation and monitoring of the school's MTSS program including PBIS and AIT
- Hold monthly, full-staff MTSS meetings to review student progress in all intervention programs
- Monitor data in Math and ELA intervention programs

Quick Access:

- Manage the 'All Students' tab
- Manage the 'Credits' tab
- Manage the 'CTE' tab
- Manage the 'MTSS' tab

Exhibit A – Job Description

- Manage the 'Potential Grads' tab

Retention:

- Monitor the process of documenting school absences from the issuance of attendance letters to home visits to scheduling AIT meetings to create intervention plans

Student Academic Achievement:

- Conduct and monitor data from all BLT and TBT sessions
- Monitor and analyze data from Tier 2 and Tier 3 MTSS interventions
- Write and implement a school One Plan with the team
- Evaluate progress on One Plan action steps with the entire staff quarterly
- Make notation on progress in Ed Steps and pivots, as needed, documenting in the One Plan with evidence
- Conduct classroom walkthroughs with pre and post conferences with a focus on keeping an eye on instructional practices and professional development needs
- Implement and monitor all site-based data including the Quick Access and accountability data (ie Graduation Cohorts)

Staff Evaluations:

- Will be responsible for some or all of the staff evaluations

Student Discipline:

- Execute all discipline and provide due process to students in the instance of school rule violations
- Work with the IS and SpEd Coordinator when Manifestation Determination hearings are required
- Ensure that all discipline actions align with Board discipline policies

Student Onboarding:

- Determine if a student is enrolled in a CBI or CTE program

Other responsibilities include, but are not limited to:

- Collaborate closely with Central Support and Special Education services (i.e. IEPs./ETRs)
- Work to maintain "Meets Standard" or higher on Ohio's DORP Report Card by becoming thoroughly knowledgeable in the RC formulas, track progress constantly, and execute targeted plans to improve in needed areas
- Track the progress of all students, with special attention on upper classmen, providing them the coaching needed for them to progress in their graduation and career plan and score well on required tests
- Increase teachers' capacity to analyze research to make instructional decisions
- Advance teachers' understanding and use of various strategies to assess student progress toward established goals and to improve teaching practice
- Act as a resource to support job-embedded professional learning and improved academic achievement in the school
- Facilitate a variety of in-depth, sustained professional learning experience aligned with the school improvement goals for student achievement
- Provide classroom-based support for implementation of new and/or refined instructional practices
- Create structures and processes for collaborative work that promote collegiality and shared responsibility
- Keep school board and other stakeholders aware of activities, progress, obstacles and successes in student achievement and improved teacher practice
- Create a positive and professional school environment that welcomes learners and their families
- Route inquiries and requests to or from board members, sponsors, and Ohio Department of Education

Exhibit A – Job Description

- to the Regional Director of Leader Support
- Uphold operational, academic, and personnel policies with the support of FusionEd Central Support Team
- Work as an ambassador between the school, FusionEd, and the local community, maintain a positive and professional reputation
- Collaborate with FusionEd Central Support Team to manage the Imprest account, complying with all expense handling and reporting
- Attend regular Principal training, mentorship, and support meetings.
- Perform all other duties as assigned

Qualifications

- Bachelor's Degree
- Satisfactory completion of federal and state required criminal history checks
- At least 3 years of successful teaching experience, preferably at the high school level
- State teaching license/certificate, grades 7-12 in English, Language Arts or Mathematics preferred
- Experience with data analysis

Desirable experience and credentials:

- Community School, Charter School teaching and leadership
- Willing to pursue Ohio Principal licensure
- Social services case management
- Teaching experience and leadership
- High School Curriculum and Instruction Methods
- At least three years in a supervisory or management role
- Proficient in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications

Knowledge, Skills, Abilities and Personal Characteristics

- Strong leadership and building management; ability to lead staff and students effectively, communicating the mission of the school
- The ability to motivate, develop and direct people
- Reliable, dependable, and trustworthy work ethic; a strong sense of integrity
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Ability to work in a diverse educational community setting
- Understand the community and student demographics. The ideal candidate has strong, positive local connections and the ability to develop new ones
- Understand state testing as well as state teaching standards
- Exhibit sound judgment while exhibiting flexibility regarding decision-making, daily challenges, and job duties
- Ability to manage and communicate with difficult or emotional students, staff, parents, board members, and community members
- Ability to work well under pressure, and effectively prioritize and execute tasks to meet deadlines consistently
- Excellent written and oral communication skills
- Ability to be an active listener and critical thinker and make sound judgments

Working Conditions

- On-call availability
- Ability to travel

Exhibit A – Job Description

- All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and other technology related components
- Management and interaction with students, staff, parents, school board, sponsors, and community members
- In-person and on-site at campus and community locations

Requirements

- All FusionEd Career Prep School Systems
- Principals must complete all training modules in the Principal Training Google Classroom
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time, sitting occasionally
- Ability to move around the building

This is not necessarily an all-inclusive list of job-related responsibilities, duties, skills, efforts, requirements or working conditions. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as assigned.

I have read this job description and understand the requirements, essential functions and duties of the position.

Employee Signature

Date

Exhibit A – Job Description

Job title	<i>Assistant Principal – Virtual School</i>	Classification	<i>Exempt</i>
Reports to	<i>Principal</i>	Organization Unit	<i>Administration</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The School Assistant Principal assists the Principal in leading the school team to success in all FusionEd Career Prep School Systems. First and foremost, he or she is a leader who helps manage the school team to recruit and retain a full student enrollment throughout the year. With full enrollment, the Assistant Principal also ensures a quality educational experience for all students and, working with their staff, guides students into promising job and career pathways.

Systems

- Academic Scheduling
- Apex
- Attendance Procedures
- Compliance/Operations
- Course Close-Out
- CTE/Alternative Pathways
- Daily Schedule
- Discovery
- Enrollment Process
- FTE
- Graduation Planners
- MTSS
- Quick Access
- Retention
- Student Academic Achievement
- Staff Evaluations
- Student Discipline
- Student Onboarding

Accountable Functions

Academic Scheduling:

- Assist Principal to assign two academic courses to each student and successfully enroll students in CBI or CTE programs
- Assist Principal to manage academic scheduling for all of post-Discovery students to ensure that CTE is scheduled to not conflict with or surpass academic hours
- Assist Principal to ensure CBI/CTE is correctly scheduled by Student Enrollment Specialist at enrollment

Apex:

- Assist Principal to enroll students in academic courses upon completion of Discovery and during the Course Close Out process
- Assist Principal to archive inactive student weekly

Attendance Procedures:

- Assist Principal to work with Student Enrollment Specialist to ensure that attendance is entered in a timely fashion
- Assist Principal to ensure that the sign in/sign out system is being followed

Compliance/Operations:

- Assist Principal to ensure school is compliant with all federal, state, and sponsor requirements including the use of Epicenter
- Assist Principal to monitor and implement a safe environment
- Assist Principal to inspect and maintain the school grounds

Exhibit A – Job Description

Course Close Out:

- Assist Principal to input credits in the SIS from course completion packet and updates the 'Credits' tab in Quick Access
- Assist Principal to update the graduation planner with earned credit/credit remaining
- Assist Principal to update the student schedule in the SIS to reflect completed/new course
- Assist Principal to enter the earned credential (if applicable) as a GW record
- Assist Principal to file course completion packet in student academic file

CTE/Alternative Pathways:

- Assist Principal to understand and articulate graduation options for the State of Ohio
- Assist Principal to monitor implementation of programs for student success including the maintenance of CTE programs

Daily Schedule:

- Assist Principal to ensure implementation, with fidelity, of the daily schedule
- Assist Principal to manage student schedule flexibility/Credit Flex Plan
- Assist Principal to respect scheduled CTE blocks by not overscheduling academic courses

Discovery:

- Assist Principal to work with the Student Success Coach to ensure that students fully complete the Discovery process prior to starting academic coursework
- Assist Principal to create a Credit Flex Plan or Flexible Schedule in conjunction with the Success Coach and Family Advocate
- Assist Principal to work with Student Success Coach to ensure students in the CBI program are completing Discovery 2 and 3

Enrollment Process:

- Assist Principal to ensure a seamless enrollment process that is easy for students and parents to navigate
- Assist Principal to check that cumulative files are consistent and in order with all necessary documents
- Assist Principal to coordinate with EMIS team

FTE:

- Assist Principal to coordinate and monitor all efforts to reach and maintain budgeted FTE including enrollment events and retention efforts

Graduation Planners:

- Assist Principal to manage the creation and reactivation of Graduation Planner for each student upon enrollment
- Assist Principal to shares with the student "view only" and with the guardian upon request
- Assist Principal to update Graduation Planner when transcripts are received and after each course completion, including test scores and completed Graduation Seals
- Assist Principal to code completed courses as green, in-progress courses as blue, and not attempted courses as white
- Assist Principal to update credits remaining to reflect what the student has left to graduate regardless of credits earned
- Assist Principal to adjust the date each time the Grad Planner is updated

MTSS:

Exhibit A – Job Description

- Assist Principal to coordinate the implementation and monitoring of the school's MTSS program including PBIS and AIT
- Assist Principal to hold monthly, full-staff MTSS meetings to review student progress in all intervention programs
- Assist Principal to monitor data in Math and ELA intervention programs

Quick Access:

- Assist Principal to manage the 'All Students' tab
- Assist Principal to manage the 'Credits' tab
- Assist Principal to manage the 'CTE' tab
- Assist Principal to manage the 'MTSS' tab
- Assist Principal to manage the 'Potential Grads' tab

Retention:

- Assist Principal to monitor the process of documenting school absences from the issuance of attendance letters to home visits to scheduling AIT meetings to create intervention plans

Student Academic Achievement:

- Assist Principal to conduct and monitor data from all BLT and TBT sessions
- Assist Principal to monitor and analyze data from Tier 2 and Tier 3 MTSS interventions
- Assist Principal to write and implement a school One Plan with the team
- Assist Principal to evaluate progress on One Plan action steps with the entire staff quarterly
- Assist Principal to make notation on progress in Ed Steps and pivots, as needed, documenting in the One Plan with evidence
- Assist Principal to conduct classroom walkthroughs with pre and post conferences with a focus on keeping an eye on instructional practices and professional development needs
- Assist Principal to implement and monitor all site-based data including the Quick Access and accountability data (ie Graduation Cohorts)

Staff Evaluations:

- Will be responsible for some evaluations

Student Discipline:

- Assist Principal to execute all discipline and provide due process to students in the instance of school rule violations
- Assist Principal to work with the IS and SpEd Coordinator when Manifestation Determination hearings are required
- Assist Principal to ensure that all discipline actions align with Board discipline policies

Student Onboarding:

- Assist Principal to determine if a student is enrolled in a CBI or CTE program

Other responsibilities include, but are not limited to:

- Collaborate closely with Central Support and Special Education services (i.e. IEPs, ETRs)
- Work to maintain "Meets Standard" or higher on Ohio's DORP Report Card by becoming thoroughly knowledgeable in the RC formulas, track progress constantly, and execute targeted plans to improve in needed areas
- Track the progress of all students, with special attention on upper classmen, providing them the coaching needed for them to progress in their graduation and career plan and score well on required tests
- Increase teachers' capacity to analyze research to make instructional decisions
- Advance teachers' understanding and use of various strategies to assess student progress toward established goals and to improve teaching practice

Exhibit A – Job Description

- Act as a resource to support job-embedded professional learning and improved academic achievement in the school
- Facilitate a variety of in-depth, sustained professional learning experience aligned with the school improvement goals for student achievement
- Provide classroom-based support for implementation of new and/or refined instructional practices
- Create structures and processes for collaborative work that promote collegiality and shared responsibility
- Keep school board and other stakeholders aware of activities, progress, obstacles and successes in student achievement and improved teacher practice
- Create a positive and professional school environment that welcomes learners and their families
- Route inquiries and requests to or from board members, sponsors, and Ohio Department of Education to the Regional Director of Leader Support
- Uphold operational, academic, and personnel policies with the support of FusionEd Central Support Team
- Work as an ambassador between the school, FusionEd, and the local community, maintain a positive and professional reputation
- Collaborate with FusionEd Central Support Team to manage the Imprest account, complying with all expense handling and reporting
- Attend regular Principal training, mentorship, and support meetings.
- Perform all other duties as assigned

Qualifications

- Bachelor's Degree
- Satisfactory completion of federal and state required criminal history checks
- At least 3 years of successful teaching experience, preferably at the high school level
- State teaching license/certificate, grades 7-12 in English, Language Arts or Mathematics preferred
- Experience with data analysis

Desirable experience and credentials:

- Community School, Charter School teaching and leadership
- Willing to pursue Ohio Principal licensure
- Social services case management
- Teaching experience and leadership
- High School Curriculum and Instruction Methods
- At least three years in a supervisory or management role
- Proficient in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications

Knowledge, Skills, Abilities and Personal Characteristics

- Strong leadership and building management; ability to lead staff and students effectively, communicating the mission of the school
- The ability to motivate, develop and direct people
- Reliable, dependable, and trustworthy work ethic; a strong sense of integrity
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Ability to work in a diverse educational community setting
- Understand the community and student demographics. The ideal candidate has strong, positive local connections and the ability to develop new ones
- Understand state testing as well as state teaching standards
- Exhibit sound judgment while exhibiting flexibility regarding decision-making, daily challenges, and job duties
- Ability to manage and communicate with difficult or emotional students, staff, parents, board

Exhibit A – Job Description

- members, and community members
- Ability to work well under pressure, and effectively prioritize and execute tasks to meet deadlines consistently
- Excellent written and oral communication skills
- Ability to be an active listener and critical thinker and make sound judgments

Working Conditions

- On-call availability
- Ability to travel
 - All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and other technology related components
- Management and interaction with students, staff, parents, school board, sponsors, and community members
- In-person and on-site at campus and community locations

Requirements

- All FusionEd Career Prep School Systems
- Principals must complete all training modules in the Principal Training Google Classroom
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time, sitting occasionally
- Ability to move around the building

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I have read this job description and understand the requirements, essential functions and duties of the position.

Employee Signature

Date

Exhibit A – Job Description

Job title	<i>Student Enrollment Specialist – Virtual School</i>	Classification	<i>Non-Exempt</i>
Reports to	<i>Principal</i>	Organization Unit	<i>Administration</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The Student Enrollment Specialist (SES) performs a diverse set of tasks to ensure a smooth flow of operations in the school. The SES oversees aspects of the facility, staff and students and ensures the school and its resources conform to provide excellent educational opportunities for each student. The Student Enrollment Specialist manages inbound calls, emails, message boards, the enrollment process, student attendance, and the fidelity of daily Goal Sheets.

Systems

- Attendance Procedures
- Enrollment Process
- Goal Sheets
- Quick Access
- Retention
- Student On-Boarding

Accountable Functions

Attendance Procedures

- Obtain login attendance, including absences, in the SIS within the first two hours of the school day and then again at the end of the school day
- Make attendance phone calls (auto-dialer) within 2 hours of school starting reporting student absences
- Run a daily absence report each day to determine students with 30 hours of consecutive absence and deliver the report to the Family Advocate
- Intercept all phone calls and emails/ messages/ chats report student absences to the staff
- Place all written documentation for absence excuses in the student attendance file and mark the absence accordingly in the SIS
- Withdraw students as instructed by the Principal

Enrollment Process

- Implement a seamless enrollment process from first point of contact to the onboarding process
- Enters new student/re-enroll student name on the 'All Students' tab in Quick Access
- Ensure the student begins Discovery the day the enrollment application is signed or schedules a start date that has been determined collaboratively by the parent/student/school
- Enroll students using final forms or paper applications, whichever the student/family prefers
- Gather required documentation (ID, POR, BC, etc...) and sends a request for records to the previous school
- Enter necessary information on the 'Records Request' tab in Quick Access.
- Follow up with the previous school if records are not received in a timely manner and updates the 'Records Request' tab accordingly
- Keep tidy cumulative and academic files in a consistent manner with all necessary documents for an audit
- Review student data in ODDEX and identify any errors from resident school districts
- Deliver transcripts and test scores (ODDEX) to the Principal for Graduation Planning
- Deliver Special Education Records to the Intervention Specialist
- Deliver the home language survey to the Principal/EL Coordinator
- Add new students to the 'Student Credentials' tab in Quick Access
- Coordinate with the EMIS team
- Complete student enrollment and withdrawals in the SIS

Exhibit A – Job Description

- Make copies of correspondence and other printed material
- Create and maintain paper and electronic filing systems for records, correspondence, and other material

Goal Sheets

- Email/ post daily Goal Sheets to each student upon sign in
- Receive Goal Sheets from teacher drop boxes/ email
 - Review daily Goal Sheet to determine assignment completion for AIT
 - Notify Family Advocate of students who are not meeting daily assignment goals/Credit Flex Plans

Quick Access

- Add new or re-enrolled students to the 'All Students' tab
- Add new students to the 'Student Credentials' tab
- Add new or re-enrolled students to the 'Records Request' tab
 - Update the 'Records Request' tab

Student On-Boarding

- Schedule students in Discovery, Discovery IRC, CBI/CTE Courses (if applicable), and College and Career Prep 1 courses in the SIS upon enrollment
- Work with the Principal to determine if the student is a CBI or CTE student for scheduling purposes

Retention:

- Establish a positive rapport with students and families
- Participate in student retention and engagement events as directed by the Principal/Assistant Principal

Other responsibilities include, but are not limited to:

- Act as first point-of-contact to callers and visitors, relay messages, and transfer calls as appropriate from the front desk of the virtual school offices
- Provide clerical and administrative support to the Principal, and school personnel
- Arrange conferences, meetings, and travel reservations for personnel using resources and policies provided by the Central Support office
- Adhere to rigorous student and staff confidentiality protocols in all circumstances and act in accordance with the rules and regulations set forth in FERPA
- Handle visitor inquiries and direct them to the appropriate person according to their needs
- Open, read, route, and distribute incoming mail and other material, and prepare answers to routine letters
- Maintain and oversee all recordkeeping for students, collect enrollment paperwork, complete student enrollments in the SIS, create and maintain student files, and ensure compliance with all required documentation (immunization records, academic history, etc.)
- Order, track and dispense supplies
- Perform other duties as assigned

Qualifications

- High School Diploma or equivalent
- At least three years of secretarial, administrative, or customer service experience
- Proficiency in computer applications (Google Suite and other web-based systems)
- Successful completion of federal and state criminal history checks

Desirable experience and credentials:

Exhibit A – Job Description

- Previous experience with student information systems (SIS)
- Previous experience with student enrollment
- Eligible for an Ohio substitute teaching license

Knowledge, Skills, Abilities and Personal Characteristics

- Excellent presentation verbal and written communication skills
- Ability to maintain a high level of confidential information responsibly
- Ability to manage and communicate with difficult or emotional students
- Ability to work well under pressure and effectively prioritize and execute tasks
- Ability to be an active listener, critical thinker, and work as a part of a team
- Ability to motivate, develop, and direct people with courtesy
- Operate office equipment such as fax machines, copiers, and phone systems; and use computers for spreadsheet, word processing, database management, and other applications

Working Conditions

- Interaction with students, parents, community members, and other internal and external stakeholders
- Ability to travel
 - All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and technology related components
- In-person and on-site at campus and community locations

Requirements

- All FusionEd Career Prep School Systems
- Uniform with school logo (provided by Career Prep)
- Sitting at the school Front Desk
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time
- Ability to move around the building
- Student Enrollment Specialists must complete all training modules in the Student Enrollment Specialist Google Training Classroom

This is not necessarily an all-inclusive list of job-related responsibilities, duties, skills, efforts, requirements or working conditions. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as assigned.

I have read this job description and understand the requirements, essential functions and duties of the position.

Employee

Date

Exhibit A – Job Description

Job title	<i>Family Advocate – Virtual School</i>	Classification	<i>Exempt</i>
Reports to	<i>Principal</i>	Organization Unit	<i>Support</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The Family Advocate works with students and families on Attendance and Retention. The Family Advocate works closely with the school's support staff to determine best service outcomes for students/families and with the community and social service entities to assist in obtaining necessary resources, information, and assistance. The Family Advocate builds an organic awareness of the school by its continued engagement of community and social service entities.

Systems

- Discovery
- Goal Sheets
- Quick Access
- Retention

Accountable Functions**Discovery:**

- Conduct the Student Needs Assessment as the first activity in Discovery
- Act as the school's Homeless Liaison for qualifying students
- Act as an agent of Child Find and ELL identification
- Create a Credit Flex Plan or Flexible Schedule in conjunction with the Principal and Success Coach prior to exiting Discovery

Goal Sheets:

- Review daily Goal Sheet and calculates temporal equivalency to seat time for AIT.

Quick Access:

- Manage the AIT tab in Quick Access and documents:
 - triggering absence
 - 3 meaningful attempts for parent/guardian participation on the team
 - Date plan is created and implemented
 - Student progress on the plan
 - Additional attempts to retain the student

Retention:

- Manage the AIT process
 - Develops the individual Attendance Intervention Plan for each student including all necessary documentation in accordance with HB410
 - Conducts AIT meetings
 - Logs EMIS reportable and non-reportable actions in the SIS
 - Recommends withdrawal of students who are not demonstrating progress on their plan and who also have 72+ hours of consecutive absences
- Implement Retention Strategies
 - Performs Home Visits as a meaningful attempt during the AIT process
 - Provides community connections to resources as needed to ensure student retention

Exhibit A – Job Description

Other responsibilities include, but are not limited to:

- Coordinate events for family engagement
- Closely track attendance patterns and create solutions to poor patterns
- Identify students in need of support and make daily meaningful contact
- Always maintain a non-judgmental positive attitude celebrating student success
- Communicate with school staff and act as liaison between staff, students, parents, and the community
- Build and maintain network of community members, encouraging mutual referrals
- Communicate with school staff in a timely manner regarding student health concerns or any special family needs
- Attend conferences and workshops and provide school staff with training as needed
- Maintain confidentiality in all student and professional matters, and work professionally and cooperatively to achieve duties and responsibilities
- Gain general understanding of the academic needs of student while serving as liaison between student and teacher
- Engage community agencies and businesses that will provide services/ collaborate with the school on increasing its brand awareness
- Maintain positive relationship with former students and encourage re-enrollment
- Participate in school and extra-curricular activities as directed by the Principal
- Perform other job duties as the job demands

Qualifications

- Bachelor's degree in counseling, social service, or related field
- Experience managing a caseload attentively and efficiently
- Satisfactory completion of state and federal required criminal history checks
- Eligible for an Ohio substitute teaching license

Desirable experience and credentials:

- Valid state Social Worker license (LSW, LPC, LISW, etc.) or license eligible
- Experience working with urban high school/adolescents between ages 16-21

Knowledge, Skills, Abilities and Personal Characteristics

- Strong ability to communicate effectively with all levels of management, staff, and business contacts as required
- Exhibits flexibility about workload and priorities and exhibit effective organizational/ administrative skills community setting
- Ability to work in a diverse educational community setting
- Knowledge of community resources including government, health, and other agencies
- Ability to manage and communicate with difficult or emotional students, staff, parents, and community members
- Ability to be an active listener and critical thinker and make sound judgments after all available information has been gathered or communicated
- Ability to work well under pressure and effectively prioritize and execute tasks to meet deadlines consistently

Working Conditions

- Interaction with students, staff, and parents/guardians

Exhibit A – Job Description

- Interaction with colleagues at other school locations through on and off-site workgroups, training, and other professional development and through web conferences
- Ability to travel as needed
- All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and other technology related components
- In person and on site at campus and community locations

Requirements

- All FusionEd Career Prep School Systems
- Uniform with school logo (provided by Career Prep)
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time, sitting occasionally
- Ability to move around the building
- Family Advocates must complete all training modules in the Family Advocate Training Google Classroom

This is not necessarily an all-inclusive list of job-related responsibilities, duties, skills, efforts, requirements or working conditions. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as assigned.

I have read this job description and understand the requirements, essential functions and duties of the position.

Employee Signature

Date

Exhibit A – Job Description

Job title	<i>Student Success Coach – Virtual School</i>	Classification	<i>Exempt</i>
Reports to	<i>Principal</i>	Organization Unit	<i>Support</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The Student Success Coach (SSC) is a leader in student relationships, primarily responsible for orienting new students through Discovery and supporting and retaining existing students in Post-Discovery. The SSC works with students to determine their strengths, skills, and abilities through assessments and evaluations when they begin their journey at the school. The SSC works closely with the students, parents/guardians, and teachers to develop a Student Success Plan.

Systems

- Apex
- Course Completion
- Discovery
- Discovery IRC
- Goal Sheets
- Grad Planner
- Quick Access
- Retention

Accountable Functions

Apex:

- Onboard student to Apex, our main instructional platform
- Deliver College and Career Prep 1 (CCP1) course

Course Completion:

- Gather necessary documentation when a student finishes Discovery 1, 2, 3, DIRC, and CCP1
 - Course Completion form
 - Apex Letter
 - Apex/Google Classroom Student Assignment Sheet/Own It Certificate
 - Course Certificate

Discovery:

- Implement Discovery in conjunction with the Family Advocate and Principal
- Ensure completion of required components of Discovery
 - Success Plan
 - OhioMeansJobs Inventory and Career Profile
 - Own It!
 - Exit Interview
- Assist in the creation of a Credit Flex Plan/Flexible Schedule (if applicable)
- Maintain evidence of Discovery activities in individual student digital portfolios in Google Drive
- Utilize the Discovery checklist with students and the Discovery Tab on Quick Access to indicate students have completed all required activities
- Coordinate completion of the OhioMeansJobs Readiness Seal during Post-Discovery

Exhibit A – Job Description

Discovery Industry Recognized Credential (DIRC):

- Ensure students complete a Discovery IRC within the first 30 days of enrollment

Goal Sheets:

- Fill out student daily Goal Sheet upon entering the classroom.
- Provide frequent student feedback.
- Monitor assignment completion during the day and sign off on daily Goal Sheet accordingly.

Graduation Planners:

- Keep accurate records and are able to articulate Grad Planners to each student including: earned credit, current courses, testing results, grade level, and classes remaining.
- Understand and articulate graduation options for the State of Ohio.

Quick Access:

- Manage the Discovery Tab for activity completion
- Enter earned credit on the Credits Tab

Retention:

- Establish a positive rapport with students and families.
- Participate in student retention and engagement events as directed by the Principal/Assistant Principal.

Other responsibilities include, but are not limited to:

- Meet with students one-on-one to evaluate their abilities and interests through Star assessments, interviews, and individual planning
 - One-on-one meetings begin during Discovery and continue every 9 weeks during follow-up/Post Discovery
- Maintain a caseload of approximately 50 CBI students
- Individual student planning and goal setting; provide appropriate help and advice in scheduling programs
- Create Student Success Plans plans in conjunction with the Family Advocate and Principal
- Help students create their Individual Career Plans (ICPs), complete their OhioMeansJobs.org career activities, Own It! Personal Profile, and set other realistic academic and career goals and develop a plan to achieve them
- Communicate by phone, text, and social media with students who are struggling with attendance
- Collaborate with teachers, Principals, parents/guardians, and community partners to help students succeed
- Plan and lead individual and group activities during Discovery 2, 3, and College and Career Prep 1 to support a multitude of skills to assist with student academic and career interests
 - Academic skills
 - Organization, study, and test-taking skills
 - Postsecondary planning and application process
 - Career planning
 - Education in understanding self and others
 - Coping strategies
 - Peer relationships and effective social skills
 - Communication, problem-solving, decision-making and conflict resolution skills
- Collaborate with instructional staff on teaching strategies and student progress

Exhibit A – Job Description

- Attend community events and other recruiting events as needed to represent the school, generate interest among students and families about our school's programs, enroll new students, re-enroll former students
- Assist students with job placement and volunteer opportunities in the community
- Participate in school and extra-curricular activities as directed by the Principal
- Performs all other duties as assigned

Qualifications

- Bachelor's degree or High school diploma/equivalent and 1-3 years previous experience in similar role
- Experience in an advising, community outreach or job placement role
- Satisfactory completion of federal and state required criminal history checks
- Eligible for an Ohio substitute teaching license

Desirable experience:

- Experience with high school age students, or in a (high) school setting
- Strong and positive social connections within the local community
- Proficient in computer applications, including Google Docs, Google Classroom, MS Office Suite, e-mail, and internet applications

Knowledge, Skills, Abilities and Personal Characteristics

- Reliable, dependable, and trustworthy work ethic; a strong sense of integrity
- Excellent verbal and written communication skills
- Understand the community and student demographics
- Ability to work in a diverse educational community setting
- Proven ability to work independently and as a part of a team
- Ability to work well under pressure and effectively prioritize and execute tasks to meet deadlines consistently
- Interest in and willingness to align with career program /CTE standards
- Ability to be an active listener and critical thinker and make sound judgements

Working Conditions

- Interaction with students, staff, and parents/guardians
- Interaction with colleagues at other school locations through on and off-site workgroups, training, and other professional development and through web conference
- Ability to travel as needed
 - All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and other technology related components

Requirements

- All FusionEd Career Prep School Systems
- Uniform with school logo (provided by Career Prep)
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time, sitting occasionally
- Ability to move around the building
- Success Coaches must complete all training modules in the Success Coach Training Google Classroom

Exhibit A – Job Description

This is not necessarily an all-inclusive list of job-related responsibilities, duties, skills, efforts, requirements or working conditions. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as assigned.

I have read this job description and understand the requirements, essential functions, and duties of the position.

Employee Signature

Date

Exhibit A – Job Description

Job title	<i>Teacher - Virtual</i>	Classification	<i>Exempt</i>
Reports to	<i>Principal</i>	Organization Unit	<i>Instructional</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The virtual Teacher is our students' academic guide. Using the approved curriculum, they help each student build the foundation needed to become lifelong learners. The majority of Career Prep students need to recover credit or are at risk of dropping out, therefore, the Teacher's first responsibility is to build strong relationships and encourage daily attendance/ achievement through engaging instruction. In addition to the subject matter, Teachers help students develop self-motivation resulting in graduation and career readiness.

Systems

- APEX
- Course Completions
- Goal Sheets
- Grad Planners
- MTSS
- Quick Access
- Retention
- Student Academic Achievement

Accountable Functions

APEX

- Use workbooks as written instruction in conjunction with online instruction
- Develop differentiated lesson plans from the approved curriculum using a variety of techniques, visual aids, creative projects, and technology to engage students in learning
- Verify APEX enrollments to ensure all students are properly scheduled into APEX classes
- Update the gradebook and ensure that all assignments are done with fidelity

Course Completions

- Gather necessary documentation when a student completes a course
 - course completion form
 - course certificates x2 (one to the student and one to be included in their course completion packet)
 - APEX Grade Letter
 - APEX Student Assignment Sheet

Goal Sheets

- Motivate students to achieve their full academic goals by filling out their daily virtual Goal Sheet upon with classroom assignments
- Monitor assignment completion during the day and sign off on daily Goal Sheet accordingly
- Provide frequent student feedback

Grad Planners

Exhibit A – Job Description

- Keep accurate records and are able to articulate Grad Planner to each student so that they know in which classes they have earned credit, in which classes they are currently scheduled, testing results, grade level, and classes remaining
- Understand and articulate graduation options for the State of Ohio

MTSS

- Attend monthly staff MTSS meeting to review student progress in all intervention programs
- Implement math and ELA evidence-based practices
- Participate in school-wide PBIS
- Encourage daily attendance through engaging instruction and student/family communication

Quick Access

- Enter completed credit on the Credit tab
- Help to maintain and update student information as directed by Principal/Assistant Principal

Retention

- Establish and maintain a positive rapport with students and families
- Participate in student retention and engagement events with Principal and staff

Student Academic Achievement

- Attend a variety of in-depth, sustained professional learning experiences aligned with the school improvement plan for student achievement
- Participate in curriculum and instructional development projects in collaboration with fellow faculty onsite and at other locations
- Participate in ongoing professional development activities, including TBTs and BLTs
- Employ data to personalize instruction and assessment to student needs, helping students fill gaps and see their own growth
- Prepare students for and administer all standardized tests as directed
- Effectively evaluate EOC and STAR data to determine learning gaps and implement evidence-based practices

Other responsibilities include, but are not limited to:

- Maintain effective communication with students, parents, staff, school administration, and other stakeholders
- Participate in IEP and co-teaching activities as assigned
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Participate in school and extra-curricular activities as directed by the Principal
- Maintain a safe virtual classroom environment, and discipline in an orderly fashion conducive to good learning
- Perform other duties as assigned

Qualifications

- Bachelor's degree required; Master's degree preferred
- Valid state teaching license in appropriate area preferred
- Satisfactory completion of federal and state required criminal history check
- Proficient in computer applications, including Google Suite, MS Office Suite, e-mail, and internet applications

Knowledge, Skills, Abilities and Personal Characteristics

- Maintain confidentiality concerning all student information and any professional matters
- Utilizes effective time management and exhibits punctuality to the job daily

Exhibit A – Job Description

- Strong content knowledge in one or more content areas
- Excellent verbal and written communication skills
- Exhibits a passion for teaching and working with youth and young adults
- Ability to work in a diverse educational community setting
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Exhibit flexibility regarding decision-making, daily challenges, and job duties
- Pursues ongoing personal and professional growth
- Interest in and willingness to align lessons to CBI/CTE standards

Working Conditions

- Interaction with students, staff, and parents/guardians (virtually and in-person)
- Interaction with colleagues at other school locations through on- and off-site workgroups, training, and other professional development and through web conferences.
- Ability to travel as needed
 - All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and other technology related components

Requirements

- All FusionEd Career Prep School Systems
- Teachers must complete the training in the Teacher Training Google Classroom
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time, sitting occasionally
- Ability to move around the building

This is not necessarily an all-inclusive list of job-related responsibilities, duties, skills, efforts, requirements or working conditions. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as assigned.

I have read this job description and understand the requirements, essential functions and duties of the position.

Employee

Date

Exhibit A – Job Description

Job title	<i>Intervention Specialist - Virtual School</i>	Classification	<i>Exempt</i>
Reports to	<i>Principal & Director of SpEd</i>	Organization Unit	<i>Instructional</i>
Approved by	<i>Human Resources</i>	Effective date	<i>1 July 2023</i>

Job Purpose

The Intervention Specialist works closely with the school Principal, Teaching Staff, Office & Auxiliary Staff and Director of Special Education to support and build a foundation for learning. The Intervention Specialist provides specialized virtual instruction to students with disabilities, or thought to have disabilities, as well as provide learning strategies, supports and resources to general education teachers as they provide students with core instruction. The majority of Career Prep students need to recover credit or are at risk of dropping out, therefore, the Intervention Specialist's first responsibility is to build strong relationships and encourage daily attendance through engaging instruction. In addition to the subject matter, Intervention Specialists help students develop self-motivation resulting in graduation and career readiness. The Intervention Specialist serves students throughout the Network, primarily students at the same school site, and secondarily, students at other sites (virtually) in the Network, as needed or assigned.

Systems

- APEX
- Compliance
- EMIS Data Reporting
- Goal Sheets
- Grad Planners
- MTSS
- Quick Access
- Retention
- Student Academic Achievement

Accountable Functions

APEX

- Be able to navigate and utilize the APEX curriculum to effectively support general education teachers and students.
- Assist general education teachers to provide differentiated instruction, (tailoring instruction to meet individual needs of students), accommodations, and modifications using the approved curriculum.
- Verify APEX enrollments to ensure all students are properly scheduled into APEX classes

Compliance

- Ensure all required special education documents are completed within compliance timelines.
- Oversee and assist with the implementation of the IEP for each student served
- Develop/write/complete required special education documents for the State, sponsor, and parents in a timely manner to ensure compliance
- Schedule special education meetings as required/needed
- Collaborate consistently and effectively with school staff, teachers, school psychologists, related service providers, parents, and administrators
- Provide accommodation/modification information and resources to school staff regarding student needs

Exhibit A – Job Description

- Work with school office staff to research and locate prior school special education documents (IEP, ETR, Progress Reports, etc)
- Provide specially designed instruction virtually, in the resource room, or in general education classrooms as determined by students' needs and outlined in IEP
- Design and facilitate in-person and online individualized educational support services as outlined in the IEP
- Communicate student statuses for state and district testing and ensure individual accommodations are provided as outlined in the IEP
- Develop, communicate, and implement student schedule to deliver IEP service minutes
- Keep accurate tracking/documentation of Annual Goal(s) service minutes as outlined in each IEP
- Maintain all student records and files according to the Special Education Model Policies and Procedures
- Maintain a hard copy of current special education documents in a confidential file cabinet, labeled Active Special Education students
- Ensure file cabinet is organized and records are accessible to administrative staff
- Ensure special education student documents are completed then locked after each EMIS Event in SameGoal and or Progress Book Special Services
- Ensure ALL transfer documents are uploaded into SameGoal and/or Progress Book Special Services immediately after EMIS Event reporting

EMIS Data Reporting

- Provide EMIS Event forms (within 24 hours of Event) for all special education events and enter data into the SIS for all students with disabilities
- Review then adopt/reject special education transfer documents.
- Create EMIS Event form and enter EMIS data into SIS for adopted transfer IEPs and transfer ETRs
- Maintain and update SpEd student roster after each EMIS Event (RIEP, AIEP, RIEP, NIEP, ETR, TETR)

Goal Sheets

- Monitor assignment completion during the day and communicate with the Teacher of Record accordingly
- Provide frequent student feedback

Grad Planners

- Keep accurate records and are able to articulate Grad Planner to each student so that they know in which classes they have earned credit, in which classes they are currently scheduled, testing results, grade level, and classes remaining
- Ensure Grad Planner is reinforced and included in Section 5 (Transition) of the IEP
- Understand and articulate graduation options for the State of Ohio

MTSS

- Attend monthly staff MTSS meetings to review student progress in all intervention programs
- Implement math and ELA evidence-based practices
- Participate in school-wide PBIS
- Encourage daily attendance through engaging instruction and student/family communication

Quick Access

- Ensure SpEd students are properly indicated in the SpEd and 504 columns of the 'All Students' tab
- Helps to maintain and update student information as directed by Principal/Assistant Principal

Retention

Exhibit A – Job Description

- Establish and maintain a positive rapport with students and families
- Participate in student retention and engagement events with Principal and staff

Student Academic Achievement

- Attend a variety of in-depth, sustained professional learning experiences aligned with the school improvement plan for student achievement
- Participate in curriculum and instructional development projects in collaboration with fellow faculty onsite and at other locations
- Participate in ongoing professional development activities, including TBTs and BLTs
- Employ data to personalize instruction and assessment to meet student needs, helping students fill gaps and see their own growth
- Prepare students for and administer all standardized tests as directed
- Work with the Testing Coordinator to ensure all testing accommodations are properly reported
- Effectively evaluate EOC and STAR data to determine learning gaps and implement evidence-based practices

Other responsibilities include, but are not limited to:

- Maintain effective communication with students, parents, staff, school administration, and other stakeholders
- Participate in co-teaching activities as assigned
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Participate in school and extra-curricular activities as directed by the Principal
- Maintain a clean and safe classroom environment, and discipline in an orderly fashion conducive to good learning
- Perform other duties as assigned

Qualifications

- Bachelor's degree required; Master's degree preferred
- Valid state teaching license in appropriate area preferred
- Satisfactory completion of federal and state required criminal history check
- Proficient in computer applications, including Google Suite, MS Office Suite, e-mail, and internet applications
- Prior experience with, knowledge of, or willingness to learn the MTSS process and how it links to student success and possible special education evaluations

Knowledge, Skills, Abilities and Personal Characteristics

- Maintain confidentiality concerning all student information and any professional matters
- Utilizes effective time management and exhibits punctuality to the job daily
- Strong content knowledge in one or more content areas
- Excellent verbal and written communication skills
- Exhibits a passion for teaching and working with youth and young adults
- Ability to work in a diverse educational community setting
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Exhibit flexibility regarding decision-making, daily challenges, and job duties
- Pursues ongoing personal and professional growth

Working Conditions

- Interaction with students, staff, and parents/guardians (virtually and in-person)

Exhibit A – Job Description

- Interaction with colleagues at other school locations through on- and off-site workgroups, training, and other professional development and through web conferences
- Ability to travel as needed
- All in-person professional development opportunities must be attended in person
- Dexterity to operate a computer keyboard, mouse, and to handle other computer and other technology related components

Requirements

- All FusionEd Career Prep School Systems
- Intervention Specialists must complete the training in the Intervention Specialist Training Google Classroom
- Physical ability to lift up to 25 pounds
- Standing for extended periods of time, sitting occasionally
- Ability to move around the building

This is not necessarily an all-inclusive list of job-related responsibilities, duties, skills, efforts, requirements or working conditions. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as assigned.

I have read this job description and understand the requirements, essential functions and duties of the position.

Employee

Date

Employment Recruitment and Retention Plan

The school is committed to attracting, hiring, and retaining highly qualified personnel. Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators provides a framework for the school's recruitment and retention strategy (SEE APPENDIX A). Implementation of Ohio's Equity Plan moves forward to ensure poor and minority students have equitable access to excellent educators – those teachers and leaders who are effective, experienced, and properly licensed or certified.

The Ohio Department of Education annually produces the Equitable Access Analysis Tool for individual LEAs to use in local plan development. The school routinely completes data analysis (step one of the Equitable Access Tool), to determine the needs of the population that the school serves. As part of the data analysis process, and in tandem with the teacher evaluation process, the school leverages method three of the Equitable Access Analysis Tool:

- Method Three: Particular educator measures
 - Step one: Identify the area(s) of most concern for each of the educator measures and look if these buildings enroll high populations of poor and/or minority students.
 - Step two: Compare these area(s) to the educator measure of least concern.

Reviewing student data and performance measures allows the school to complete a root-cause analysis to understand if or why there are equitable access gaps to excellent educators. Preliminary results of the school's FY22 analysis and strategy meetings have concluded that the school's recruitment and retention plan shall include the following:

- Higher Salaries
- Improved Working Conditions
- Alternative Paths to Teaching
- Increased Teacher Mentoring
- Extended Teacher Induction
- Increased Opportunity to Collaborate with Colleagues Across all Career Prep Campuses
- Provide signing bonuses to attract minority talent that should align with the school's strategy/ identified gaps in the root cause analysis

APPENDIX A

Required Items	Descriptions	Criteria
1. Analyze equitable access data to determine and document gaps. (ESSA 1112(b)(2))	Conduct an analysis of your LEA's Equitable Access Analysis Tool ⁶ to determine where and to what extent any gaps in equitable access to excellent educators exist. Document the most concerning gaps for the LEA after reviewing the data.	A. Determine and document the most concerning gap(s) for the LEA. Include the following information: • Building Name(s) that have gap(s); • Student Demographic Information (poor or minority population) for identified building(s); and • Educator Measure(s) causing gaps (includes Educator Workforce Strength Index Value and/or particular measures of concern in building(s)).
2. Identify the most likely cause of the gap(s) by conducting a root-cause analysis with stakeholders. Describe the stakeholder engagement.	Conduct a root-cause analysis with stakeholders ⁷ to determine the systemic challenge(s) contributing to gaps in equitable access and describe findings. Consider the continuum of the human capital management system (attracting, assigning, developing and/or retaining educators) during the root-cause analysis to find the underlying cause(s) of identified gaps.	A. Describe the root-cause findings for the determined equity gap(s).
		B. Explain how the stakeholders participated in the local equity plan process.

Required Items	Descriptions	Criteria
3. Select a strategy (or strategies) to address documented gap(s) and root-cause findings; outline strategy implementation and progress measures.	Describe the identified strategy or strategies, (e.g., professional development, recruitment programs, or other strategies) the district personnel will use to assure that poor and minority students are not taught at higher rates than other students by inexperienced, out-of-field, ineffective teachers and/or inexperienced, ineffective principals. Include activities, timeline, and progress monitoring for the strategy or strategies, and changes in data that would demonstrate progress.	A. Identify the specific strategy or strategies that will be used to address the root-cause analysis findings.
		B. Describe strategy implementation and outline the supporting activities that will occur.
		C. Describe the monitoring process and its intervals. Note what changes in the data would demonstrate progress on the identified gaps. Provide a date by when the anticipated goal will be met.
4. Describe the policies and procedures used to verify State certification and licensure status of teachers and paraprofessionals. (ESSA 1112(c)(6))	LEAs must develop and implement employment procedures to ensure that all teachers and paraprofessionals working in a program supported with Title I funds meet State certification and licensure. Consider the following: • The system used to maintain staff credentials • The sources of documentation that will be used (i.e. HQT Toolkit) • The individuals/office responsible for the verification process • The tracking system used for teachers and paraprofessionals • Steps the LEA will take to notify parents when teachers and/or paraprofessionals do not meet State certified and licensed requirements (i.e. <i>Timely Notice Letter</i>)	A. Describe the steps the LEA will take (the human capital process and procedures) to ensure that all teachers and paraprofessionals meet federal and state requirements.

Required Items	Descriptions	Criteria
5. Describe the steps that will be taken to address teachers and paraprofessionals who are <i>not</i> State certified and licensed.	Teacher and paraprofessionals must meet federal and state requirements. The LEA must address those instances where teachers and paraprofessionals are <i>not</i> State certified or licensed. Address how the LEA will take action to meet this requirement.	A. Describe the specific LEA interventions to assist all teachers and paraprofessionals in meeting federal and state requirements.

Employment Recruitment and Retention Plan

The school is committed to attracting, hiring, and retaining highly qualified personnel. Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators provides a framework for the school's recruitment and retention strategy (SEE APPENDIX A). Implementation of Ohio's Equity Plan moves forward to ensure poor and minority students have equitable access to excellent educators – those teachers and leaders who are effective, experienced, and properly licensed or certified.

The Ohio Department of Education annually produces the Equitable Access Analysis Tool for individual LEAs to use in local plan development. The school routinely completes data analysis (step one of the Equitable Access Tool), to determine the needs of the population that the school serves. As part of the data analysis process, and in tandem with the teacher evaluation process, the school leverages method three of the Equitable Access Analysis Tool:

- Method Three: Particular educator measures
 - Step one: Identify the area(s) of most concern for each of the educator measures and look if these buildings enroll high populations of poor and/or minority students.
 - Step two: Compare these area(s) to the educator measure of least concern.

Reviewing student data and performance measures allows the school to complete a root-cause analysis to understand if or why there are equitable access gaps to excellent educators. Preliminary results of the CPVHS development team's analysis and strategy meetings have concluded that the school's recruitment and retention plan shall include the following:

- Higher Salaries
- Improved Working Conditions
- Alternative Paths to Teaching (sub licenses for subject matter experts)
- Increased Teacher Mentoring
- Extended Teacher Induction
- Increased Opportunity to Collaborate with Colleagues Across all Career Prep Campuses
- Provide signing bonuses to attract minority talent that should align with the school's strategy/ identified gaps in the root cause analysis

APPENDIX A

Required Items	Descriptions	Criteria
1. Analyze equitable access data to determine and document gaps. (ESSA 1112(b)(2))	Conduct an analysis of your LEA's Equitable Access Analysis Tool ⁶ to determine where and to what extent any gaps in equitable access to excellent educators exist. Document the most concerning gaps for the LEA after reviewing the data.	A. Determine and document the most concerning gap(s) for the LEA. Include the following information: • Building Name(s) that have gap(s); • Student Demographic Information (poor or minority population) for identified building(s); and • Educator Measure(s) causing gaps (includes Educator Workforce Strength Index Value and/or particular measures of concern in building(s)).
2. Identify the most likely cause of the gap(s) by conducting a root-cause analysis with stakeholders. Describe the stakeholder engagement.	Conduct a root-cause analysis with stakeholders ⁷ to determine the systemic challenge(s) contributing to gaps in equitable access and describe findings. Consider the continuum of the human capital management system (attracting, assigning, developing and/or retaining educators) during the root-cause analysis to find the underlying cause(s) of identified gaps.	A. Describe the root-cause findings for the determined equity gap(s).
		B. Explain how the stakeholders participated in the local equity plan process.

Required Items	Descriptions	Criteria
3. Select a strategy (or strategies) to address documented gap(s) and root-cause findings; outline strategy implementation and progress measures.	Describe the identified strategy or strategies, (e.g., professional development, recruitment programs, or other strategies) the district personnel will use to assure that poor and minority students are not taught at higher rates than other students by inexperienced, out-of-field, ineffective teachers and/or inexperienced, ineffective principals. Include activities, timeline, and progress monitoring for the strategy or strategies, and changes in data that would demonstrate progress.	A. Identify the specific strategy or strategies that will be used to address the root-cause analysis findings.
		B. Describe strategy implementation and outline the supporting activities that will occur.
		C. Describe the monitoring process and its intervals. Note what changes in the data would demonstrate progress on the identified gaps. Provide a date by when the anticipated goal will be met.
4. Describe the policies and procedures used to verify State certification and licensure status of teachers and paraprofessionals. (ESSA 1112(c)(6))	LEAs must develop and implement employment procedures to ensure that all teachers and paraprofessionals working in a program supported with Title I funds meet State certification and licensure. Consider the following: • The system used to maintain staff credentials • The sources of documentation that will be used (i.e. HQT Toolkit) • The individuals/office responsible for the verification process • The tracking system used for teachers and paraprofessionals • Steps the LEA will take to notify parents when teachers and/or paraprofessionals do not meet State certified and licensed requirements (i.e. <i>Timely Notice Letter</i>)	A. Describe the steps the LEA will take (the human capital process and procedures) to ensure that all teachers and paraprofessionals meet federal and state requirements.

Required Items	Descriptions	Criteria
5. Describe the steps that will be taken to address teachers and paraprofessionals who are <i>not</i> State certified and licensed.	Teacher and paraprofessionals must meet federal and state requirements. The LEA must address those instances where teachers and paraprofessionals are <i>not</i> State certified or licensed. Address how the LEA will take action to meet this requirement.	A. Describe the specific LEA interventions to assist all teachers and paraprofessionals in meeting federal and state requirements.

22+ Education Plan CPVHS

24-25

The school will offer and operate a 22+ Adult Diploma Program under Sections 3317.23, 3317.231, and 3314.38 of the Revised Code and Chapter 3301-45 of the Administrative Code.

Consistent with Section 3314.38 of the Revised Code and subject to Department of Education continued approval, the school may enroll and educate eligible individuals as defined in Section 3317.23 of the Revised Code who are at least twenty-two years of age for up to two consecutive school years to allow enrollees to earn a high school diploma. An enrolled eligible individual may satisfy the requirements to earn a high school diploma by successfully completing a competency-based educational program. The school shall comply with all requirements set forth in Sections 3317.23, 3317.231, and 3314.38 of the Revised Code, and Chapter 3301-45 of the Administrative Code as applicable community schools operating dropout prevention and recovery programs. In addition to oversight by the Department, the Sponsor shall be responsible for monitoring compliance and performance of community schools providing services to adult learners under Chapter 3301-45 of the Administrative Code.

The Sponsor shall monitor and assess program performance based on the following:

- Reports - All annual and monthly reports are provided to the Department of Education and are made available to the Sponsor upon request.

The Sponsor shall review the Department's annual report to ensure the school meets the goals as set forth by the Department to remain an eligible provider by rule.

Assessment Process for New Enrollees

At enrollment each student will complete an onboarding and counseling process to include:

Enrollment forms including necessary personal data, description of prior educational experiences, self-described life and academic needs, and career and/or post-secondary goals. Students are required to present proof of Ohio residency, a government issued photo ID, social security card, and previous educational records including any adult education and/or on the job training.

If not obtained prior to enrollment, transcripts and complete academic records will be requested upon enrollment. The school must ensure that the student has not obtained a GED or HSE. The school will also verify any need for state assessments. The school will collaborate with the student and review all data to determine the need for academic or classroom accommodation.

Students will create their OH|ID account in the enrollment process to be included as per ODE guidelines in the checks and balances of the system and also foster accountability and goal development and progress. Staff will assist each student with this process and creation of a professional email account to support 22+ participation, future employment and post secondary options.

Students will be interviewed and complete a short academic skills assessment. Gaps and needs will be determined and documented to support demonstration of competency and the graduation plan reported to ODE. This includes a proactive approach to anticipate the need for support services through the school's community network.

Students will also create an account through Ohio Means Jobs using this tool for career preparation and completion of the work readiness diploma seal criteria.

Students will be provided information for local social support services to assist in student retention and success during life transitions while participating in the program.

The following areas are covered in the onboarding process for a new 22+ student: Career & Education Goals, Academic Strengths, Self-Assessment, Work Interest Assessment, and Graduation Requirements, and Post-Secondary Options.

Briefly describe the support services offered by the educational institution including academic and career counseling.

CPVHS provides wrap-around services for mental health in partnership with Poppy's Therapeutic Corner LLC in Cincinnati, OH. Referred students may receive services on a weekly basis and schedule meetings at our building. Providing mental health services for our students is a vital part of our student success. Poppy's provides a licensed therapist/case manager that involves a mental health assessment combined with a treatment plan for therapy. A Behavior Specialist Case Manager provides Alcohol & Drug Abuse Education to students on a weekly basis if they choose to participate.

CPVHS students also have access to online therapy and counseling services through Poppy's Therapeutic Corner, which helps students develop conflict-resolution and coping skills.

Additionally, the program connects students to community resources. Social services to assist with housing stability, crisis management, emergency food supplies and job referral are made available to adult students with respect, compassion and discretion. Having these resources for students experiencing challenges increases their ability to remain on the educational path to completion.

The community partnerships for Career Prep 22+ program also includes Clean Turn, Inc (employment services which include Financial Literacy instruction and personal budgeting workshops), career mentors, increasing exposure through guest speakers, coordinated outings, and internships. These options will be tailored to the interest inventory of individuals and groups as appropriate.

Describe when and where educational services shall be offered by the educational institution, including evidence that an adult learner shall not be assigned to classes or settings with students who are younger than eighteen years of age.

CPVHS occupies a building in Cincinnati. The adult program will have dedicated space. The area includes multiple classrooms, a testing room, conference area, reading area, and multiple office spaces. All areas of the 22+ program are at all times separate from minor students. The program utilizes a separate designated entrance and facilities. Program hours run from 8:00am to 3:00pm virtually and in person as needed, with the potential to expand to evening hours and additional classroom space as needed for program growth.

As part of the enrollment onboarding process, students commit to an individualized schedule. The student collaborates on their time management and credit recovery plan to support retention and completion with the program. All program aspects include only adult learners.

Briefly describe how the program offered by the educational institution is accessible by and appropriate for adult learners.

CPVHS will implement a competency based program for all students. Each student will be assessed upon enrollment to determine his/her current academic level and need. Each student will be assigned a graduation plan that will support each student's individual needs. The GP will customize the curriculum to address strengths and weaknesses and deliver content and instruction that is appropriate to each student's level for each individual subject. Teachers in the classroom and online will coach, direct, and design to ensure that students receive multiple learning opportunities and methodologies, and opportunities to demonstrate competency. Students will receive credit for demonstration of competency of high school level standards in accordance with graduation requirements of the time they originally entered the ninth grade. Each student will self-pace their progress, receive necessary instruction or remediation to reach competency and graduation requirements.

Each student will have prior transcripts and educational records evaluated to determine credits that are carried forward. Students will be able to carry forward any credits that were earned and documented as evaluated by a state licensed school counselor.

Documented work experience, adult education, and on the job training will be evaluated by a licensed school counselor to award up to 6 credits of Life/Work experience according to ODE program guidelines and including required ODE forms and documentation.

Describe how the education environment promotes commitment, satisfaction, perseverance, equity, and learning.

Adult learners possess unique needs to support continued education and success within their individual life circumstances. Flexible scheduling, assistance with social service agencies, expanded education to career opportunities and an open respectful learning environment will be provided. As students enter the program a clear and concise path to meeting graduation requirements is documented and developed with the adult as a full and collaborative partner to design a schedule and explore needs for potential accommodation.

The classroom experience is designed with adult learning principles.

- Adults are autonomous and self-directed.
- Adults have accumulated a foundation of life experiences and knowledge.
- Adults are goal-oriented.
- Adults are relevancy-oriented.
- Adults are practical.
- Adults, as with all learners, must be shown respect.

In support of the transformative nature of the 22+ program, the classroom operates as a trauma informed learning environment. CPVHS adult programming utilizes the skills of licensed school counselors, teachers, and site coordinators to:

- Connect students to the school community
- Provide students with opportunities to practice their skills
- Embrace teamwork and shared leadership
- Anticipate and adapt to the changing needs of students and the community
- Normalize and validate their feelings and experiences
- Assist them in understanding the past and its emotional impact
- Empower them to better manage their current lives
- Help them understand current challenges in light of the past trauma

Briefly describe the career-technical training offered by the educational institution and the workforce credential(s) expected to be earned by adult learners.

Career Prep school will utilize the Ohio Means Jobs systems to incorporate the demonstration of skills to earn the work readiness seal with their diploma. This process facilitates students and mentors to analyze work readiness skills conferencing over life experience and employability including work ethic, communication skills, and internship/job shadowing.

Additionally, Career Prep school will utilize current community partners and CTE resources to support participation in entry level credentialing i.e., CNA, Servsafe, OSHA-10, Microsoft certifications as appropriate to the students' completed interest inventory.

All program aspects for 22+ Career Technical education and exposure follow the recognized process of Ohio programs outlined by ODE as appropriate preparation for diverse career and post secondary options. Each student's exit strategy and goals will be documented and reported to ODE Adult Education as per program guidelines.

Describe the sustainability plan of the program.

Career Prep 22+ maintains continuous quality improvement with embedded periodic review and reflection. This includes resources, manuals, policy, and onboarding procedures. Our community starts with new staff and students and is extended to internal and external partnerships for our organization. All measures are designed to support sustainability for each member to access necessary information to serve and retain students, increasing educational and career attainment. Students are onboarded to increase retention and participation in diverse resources and multiple modalities of feedback.

All processes and improvements are data driven and in continuous review. Staff members hold specific and redundant duties to audit and support the team's work and student progress. Staff members hold appropriate licensure and participate in professional development tailored to adult learning. A curriculum manager is assigned to review the quality of the instructional materials for cultural competency and relevancy for adult learners. The program receives sound fiscal review, projection, and planning to support growth and maintain stability for the foreseeable future.

Briefly describe how the program differs from that offered by K-12 if the educational institution also enrolls students in those grades.

A pre-determined and separate schedule will be created for the adult classes. Adult learners commit in writing to attend school and or engage with instruction online with an individualized schedule in an open classroom setting. Learning is individualized with instructor accessibility and facilitation.

Each student collaborates in the design of an Individual Career Plan documenting their graduation requirements and academic needs. Each student's learning materials are individualized.. Curriculum materials are delivered according to the learner's unique ICP and utilized to demonstrate competency through independent study, teacher facilitation, teacher interview, and summative assessment.

Staff are trained to best practice in adult learning for the 22+ population. To prepare our staff for the mental health & cultural barriers, training includes:

- Development & Coaching
- Trauma Informed Care
- Equitable Learning
- Restorative Practices
- Leadership Development

- Evidence Based Intervention
- Social Emotional Learning Competencies

Performance Framework

This framework describes a comprehensive system of monitoring a community school's performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars	1 Star*	1 Star*
Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card										

*Schools will receive 0.5 points based on a 1 Star rating if the schools' overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target		Target	Below Target
		4 Points		3 Points	1 Point
		0 Points		0 Points	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)		Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools
					Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement	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*
*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.						
Progress	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
*Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.						
Gap Closing	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 gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.						
Early Literacy	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	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.						
Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.		3
		2022-2023 33 *Based on 2022-2023 local report card
		2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024
Target Points (at least a 75%): *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.		2021-2022 18 *Based on 2021-2022 local report card
		2022-2023 24.75 *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	Below 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 work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9



Intervention Attachment- 6.4

Dropout Prevention and Recovery Schools

(As defined by ORC 3314.36)



➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School Report Card (“iLRC”) Power User Reports (or any subsequent report enacted to replace or supplement the iLRC Power User Reports) hereafter known as the “Graded Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- The school will continue to progress through Levels 1-3 of intervention levels until school receives a “Meets Standards” or higher for the Overall School Rating on the Local Report Card. When the school receives a grade of “Meets Standards” or higher, interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standards” or higher on the Overall School Rating.
- All schools must develop and implement a school improvement plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.36 and evaluated under 3314.017)

Level 1 Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

1. Overall School Rating

The Sponsor Will:

- A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.
- B. Require the School to review or revise a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.
- C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the school improvement plan action steps.

The School Will:

- A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
 - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.
 - b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit.
 - c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-

	risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	F. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The school will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
	G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 2 (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

In addition to Year 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	C. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.	D. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.
	E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.
	F. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing Authority with suggestions for modification, deletions, or expansions based on the data.

Intensive Academic Intervention status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a "Meets Standards" or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority's autonomy.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 3 Actions

After Receiving a third consecutive rating of "does not meet" on the following Local Report Card measure:

1. Overall School Rating

If the School is not required to close by the Ohio Revised Code, the Sponsor may:

The School Will:

A. Sponsor may take over the operations of the school; and/or

A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.

B. Work with the Board to replace the operator of the school; and/or

B. Meet all requirements as outlined by the Sponsor before the Academic Probation status is lifted.

C. Place the school on Probation status and outline specific requirements for the School; and

C. Review all staff in relation to school failure and replace staff members where necessary; and/or

D. Continue to offer technical assistance towards improving academic instruction and student achievement.

D. Reconfigure the organizational structure of the school or adopt a new operational structure.

STAFF DISMISSAL PROCEDURE

Disposition of Employees if Contract is Terminated

A. Dismissal procedures for staff and the plan for disposition of employees

The Executive Team will ensure there is a clear and written timeline for the school closing

Ensure the STRS and SERS contributions are current

Clarify COBRA benefits and notify staff when medical benefits will end

Remind the faculty of their obligation to teach up to the date of closing or otherwise

Ensure that each faculty's LPDC information is current and available the teachers, and provide sponsor contact person information to all staff

Assist staff in their search for employment



“Compensation & Benefits Package at a Glance”

Welcome to the FusionEd and Career Prep School family! We are very excited that you have agreed to join our team of dedicated professionals. We are committed to our Mission Statement to provide students the academic & life skills needed for post-graduation success by incorporating research-based best practices in an innovative and safe learning environment.

Payroll Information:

Payday is on the 15th and last working day of each month. If a pay date falls on a Holiday, Saturday or Sunday, payday is the Friday before.

- Salary/exempt employees are paid to date.
- Hourly and non-exempt employees are paid out one pay period behind.

Retirement Programs:

	<u>Employee:</u>	<u>Employer:</u>	
State Teachers Retirement System (STRS)	14%	14%	(Mandatory)
School Employees Retirement System (SERS)	10%	14%	(Mandatory)

Insurance Enrollment Eligibility:

Employees working at least 30 hours a week are eligible to participate in our benefits plans after 30 days of employment. Elected benefits are active the 31st day of employment.

Life and AD&D Insurance:

\$25,000 employer paid coverage

Supplemental Life Insurance:

Employees can purchase supplemental life insurance:

Employee Option:	Increments of \$10,000 to a maximum of \$200,000 or lesser of 5X annual earnings. Guaranteed issue of \$100,000 for new employees.
Spouse Option:	50% of employee coverage up to \$50,000 maximum
Children Option:	10% of employee coverage up to \$10,000 maximum

Benefits providers:

- Medical, Dental, Vision, and Life plans are offered through Anthem.
 - <https://www.anthem.com>
- Short-term and Long-term Disability plans are offered through Sun Life.
 - <https://www.sunlife.com>

Benefits Consultant:

Contact our dedicated benefits consultant, Ruby Kannady, for all benefit/insurance questions.

- Ph: (415) 599-0125 / Email: annie.ragland@newfront.com

2024 EMPLOYEE INSURANCE PREMIUMS

	Single			Employee + Child(ren)	
	Monthly	Per pay		Monthly	Per pay
Medical Core HSA	\$220.75	\$110.38		\$422.82	\$211.41
Medical Buy Down HSA	\$126.71	\$63.36		\$232.48	\$116.24
Medical PPO	\$316.28	\$158.14		\$562.51	\$281.26
Dental	\$13.90	\$6.95		\$29.86	\$14.93
Vision	\$1.38	\$0.69		\$2.10	\$1.05

	Employee + Spouse			Family	
	Monthly	Per pay		Monthly	Per pay
Medical Core HSA	\$523.27	\$261.63		\$641.81	\$320.90
Medical Buy Down HSA	\$278.57	\$139.29		\$356.61	\$178.31
Medical PPO	\$690.62	\$345.31		\$878.45	\$439.22
Dental	\$31.18	\$15.59		\$46.26	\$23.13
Vision	\$1.82	\$0.91		\$2.26	\$1.13

Health Savings Accounts (HSAs) are offered for the Core HSA & the Buy Down HSA plans with employer contributions. FusionEd will make contributions into HSAs on a per pay basis in the amount of \$43.34 for single coverage and \$86.67 for employee + and family coverages.

Short Term & Long-Term Disability:

A **Voluntary Short-Term Disability** plan is offered through Sun Life. This plan is used as a form of pay in the event of an accident or illness that requires the employees to be off work 7 or more consecutive days. The employee pays 100% of the cost of the premium. The minimum weekly benefit is \$100 in any increments of \$50. The maximum weekly benefit payable is \$750 not to exceed 60% of your total monthly earnings.

A **Voluntary Long-Term Disability** plan is offered through Sun Life. This plan is used as a form of pay in the event of a long-term illness. This benefit would start after an employee has been off more than 90 days. The employee pays 100% of the cost of the premium. The minimum monthly benefit is greater of \$400 or 10% of the benefit with a maximum of \$2,500 not to exceed 50% of your monthly salary. *(You can enroll for Long Term Disability even if you waived Short Term Disability)*

Paid Time Off: Please refer to the Holiday & Time Off Schedule provided in your offer packet.

Tuition Reimbursement and Professional Development:

Full-time employees are eligible to participate in the Tuition Reimbursement program and Professional Development. The maximum reimbursement per program year (August 1st through July 31st), per employee is \$2,500, or \$5,000 for Doctorate degrees.

FY2025- MAY 2024 SUBMISSION

IRN No.: TBD

Type of School: ESCHOOL

Contract Term: TBD

County: N/A

School Name: CAREER PREP VIRTUAL HIGH SCHOOL
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2022 through 2024, Actual and
the Fiscal Years Ending 2025 through 2029, Forecasted

	Actual			Forecasted				
	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ -	\$ -	\$ -	\$ 2,238,775	\$ 3,518,075	\$ 4,797,375	\$ 6,396,500	\$ 8,315,450
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	-	11,405	11,747	12,100	12,463	12,836
Total Operating Receipts	\$ -	\$ -	\$ -	\$ 2,250,180	\$ 3,529,822	\$ 4,809,475	\$ 6,408,963	\$ 8,328,286
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-
400 Purchased Services	-	-	-	2,507,404	3,902,842	5,298,368	7,042,351	9,134,796
500 Supplies and Materials	-	-	-	-	-	-	-	-
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	-	-	-	-	-	-	-	-
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ -	\$ -	\$ -	\$ 2,507,404	\$ 3,902,842	\$ 5,298,368	\$ 7,042,351	\$ 9,134,796
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ -	\$ -	\$ -	\$ (257,224)	\$ (373,020)	\$ (488,893)	\$ (633,388)	\$ (806,510)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ -	\$ 284,000	\$ 446,286	\$ 608,571	\$ 811,429	\$ 1,054,857
State Grants (3200, except 3211)	-	-	-	5,100	5,100	5,100	5,100	5,100
Restricted Grants (3219, Community School Facilities Grant,	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	1,077	1,077	1,077	1,077	1,077
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ -	\$ -	\$ -	\$ 290,177	\$ 452,463	\$ 614,748	\$ 817,606	\$ 1,061,034
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating								
Disbursements	\$ -	\$ -	\$ -	\$ 32,953	\$ 79,443	\$ 125,855	\$ 184,218	\$ 254,524
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 32,953	\$ 112,396	\$ 238,251	\$ 422,470
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ -	\$ 32,953	\$ 112,396	\$ 238,251	\$ 422,470	\$ 676,994

Assumptions**Staffing/Enrollment**

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
Total Student FTE				175	275	375	500	650
Instructional Staff				16.00	22.00	28.00	35.00	43.00
Administrative Staff				20.00	27.00	34.00	43.00	53.00
Other Staff								

Purchased Services

Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	-	-	-	-	-	-	-	-
Other Facility Costs	-	-	-	-	-	-	-	-
Insurance	-	-	-	10,317.00	10,626.51	10,945.31	11,273.66	11,611.87
Management Fee	-	-	-	2,371,408.50	3,726,499.07	5,081,589.64	6,775,452.86	8,808,088.71
Sponsor Fee	-	-	-	67,163.25	105,542.25	143,921.25	191,895.00	249,463.50
Audit Fees	-	-	-	9,570.00	9,857.10	10,152.81	10,457.40	10,771.12
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	-	-	-	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Marketing	-	-	-	-	-	-	-	-
Consulting	-	-	-	24,025.00	25,298.33	26,639.14	28,051.01	29,537.71
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	-	-	-	-	-	-	-	-
Technology Services	-	-	-	-	-	-	-	-
Food Services	-	-	-	-	-	-	-	-
Other	-	-	-	9,920.00	10,019.20	10,119.39	10,220.59	10,322.79
Total	\$ -	\$ -	\$ -	\$ 2,507,403.75	\$ 3,902,842.46	\$ 5,298,367.54	\$ 7,042,350.52	\$ 9,134,795.70

Financial Metrics

Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	0.00%	0.00%	0.00%	57.14%	36.36%	33.33%	30.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	0.00%	0.00%	0.00%	56.87%	36.25%	33.26%	29.95%
Growth in Non-Operating Receipts/Expenses	0.00%	0.00%	0.00%	0.00%	55.93%	35.87%	33.00%	29.77%
Days of Cash	0.00	0.00	0.00	0.00	0.01	0.02	0.03	0.05

Assumptions Narrative Summary

Fiscal Year 2025-2029 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

- FY2025 is first year of operations
- The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68, 75, 87 and 9
- State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount Estimate, or \$12,27
- Facilities Funding Estimated at \$60 Per FTE Due to Eschool Classifier
- FTE Expected To Be 175 in FY25, increase by 100 - 150 FTE Each Year Through FY202
- Other Operating Revenues Include Casino Dollars and Donation In Kind from Management
- Management company will reimburse the school for treasury services
- Management Company Fees will increase with revenues
- Management fees will be based on FTE. Management fees are paid at 91.5% on the first 110 FTE and 95% per FTE above 111
- Management Agreement with Fusion Education
- Management agreement expires 6/30/29 and has an automatic five year renewal clause.
- Salaries and Wages Are a Purchased Service From the Management Company
- The School Has No Benefits Due To Its Management Relationship
- Rent Is Handled As Part of the Management Fee
- Utilities Are Handled As Part of the Management Fee
- Other Facility Costs Are Handled As Part of the Management Fee
- Insurance Includes D&O And General Liability Insurance Premiums ,increase by 3 % for the remaining years'
- Sponsor Fees Expected To At 3% of Basic Foundation Aid with Charter School Specialist
- Legal Fees Are the Responsibility of the School and will remain consistent through FY25
- As defined by the contractual management agreement discussed above, the school is responsible for purchased services relating to board funded expenses, director & officers insurance, auditing/treasury services legal services, and board member stipend payments (\$125/meeting). All other expenditures are the responsibility of the private management company
- Consulting Services Include Marcum Treasury, Stephanie Ataya, Services through FY2025
- Other Purchased Services Includes Postage and Bank Fees
- The School Has No Supplies and Materials Costs Due To the Contract Arrangement with the Management Company
- The School Does Not Anticipate Any Capital Outlay Costs
- Grant Funding Will Increase At the Same Rate As FTE Growth
- The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years FY2 \$14,328, FY26 \$14,192, FY27 \$14,129, FY28 \$14,085 , FY29 \$14,0
- The School Has No Debt and Does Not Foresee Any Debt
- Management Company Paid Purchased Services Are Not Included In Breakout Of Costs. These Expenses Are Included In Fee To Management Company

TBD

CAREER PREP VIRTUAL HIGH SCHOOL
Budget for Fiscal Year 2025

N/A

[illegible]

Assumption for the Fiscal Year 2025

Expected Enrollment

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students										25	50	50	50

Expected Instructors

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										4	4	4	4

Expected Administrative Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										5	5	5	5

All Other Expected Staff

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff													

Expected Purchased Services

Rent	
Utilities	
Other Facility Costs	
Insurance	\$ 10,317.00
Management Fee	\$ 2,371,408.50
Sponsor Fee	\$ 67,163.25
Audit Fees	\$ 9,570.00
Contingency	
Transportation	
Food Service	
Legal	\$ 15,000.00
Marketing	
Consulting	\$ 24,025.00
Salaries and Wages	
Employee Benefits	
Special Education Services	
Technology Services	
Food Services	
Other	\$ 9,920.00
Total	\$ 2,507,403.75

Fiscal Year 2025-2029 Projected Debt

Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	-
Loan A	\$ -	\$ -	\$ -	\$ -	-
Loan B	\$ -	\$ -	\$ -	\$ -	-
Line of Credit	\$ -	\$ -	\$ -	\$ -	-
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	-
Capital Leases	\$ -	\$ -	\$ -	\$ -	-
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	-
Total	\$ -	\$ -	\$ -	\$ -	-

Narrative Summary

Name of sponsor: CHARTER SCHOOL SPECIALISTS
Name of management company: FUSION EDUCATION
Name of treasurer: STEPHANIE ATAYA - MARCUMLLP