Agreement between the Ohio Department of Education, Office of School Sponsorship and T² Honors Academy, a Community School

This Agreement, effective the 1st day of July 2019, is made and entered into between the Ohio Department of Education (the "Sponsor") and the Governing Authority of T² Honors Academy, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

Background Information

- a. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools and establish the office of Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.
- b. The Governing Authority of School desires to continue to operate under the oversight of Sponsor.
- c. The Ohio Department of Education ("Department") approved the renewal of School's Agreement for a term of five (5) years.

Provisions

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

Section 1

1.1 Authority to Operate and Term.

- A. The Sponsor agrees that the Governing Authority may continue to operate a start-up brick and mortar Ohio public community school as permitted by law subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Contract.
- B. This Agreement is effective as of July 1, 2019 and shall continue through June 30, 2024. Any renewal of the School shall be subject to the School meeting all requirements of this agreement including performance standards, meeting the application criteria of the Sponsor and is subject to the provisions of ORC 3314.07.
- C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant Federal and/or State law and this Contract.

- D. Except as otherwise permitted by this Contract, or the Sponsor, contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the suspension or termination of this Contract.
- E. Before executing this Contract, the School's Governing Authority must pass a resolution in an open board meeting approving the Contract and authorizing one or more individuals to execute this contract for and on behalf of the School's Governing Authority with full authority to bind the School's Governing Authority.
- F. The Governing Authority shall employ an attorney independent from the Sponsor and the operator (management company) if applicable for any negotiation of this Contract or its amendments.

1.2 Community School Corporate Status. The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this Agreement as **Appendix 1**. The School has applied for and is qualified as a taxexempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt status letter is attached to this Agreement as **Appendix 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor policies. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act and Open Meetings Act.

- a. Compliance with Agreement. The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local law.
- b. Corporate Purpose. The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.
- c. Governance. The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement and state and federal law. The Articles of Incorporation and appointment of Statutory Agent are attached to this agreement as **Appendix 1**.
- d. Code of Regulations (Bylaws). The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the

School is located. No member of the Governing Authority shall serve on the Governing Authority of more than five community schools at the same time as outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a school district board of education. The names, mailing addresses, electronic mail addresses, home and work telephone numbers, biographical vitae accurately reflecting experience, education, and all other professional information of the current members of the Governing Authority is provided to the Sponsor on at least an annual basis or within ten (10) days of any change of Governing Authority membership. The School shall promptly notify the Sponsor of any changes in Governing Authority membership. The names and e-mail addresses used for School business are attached to this Agreement as **Appendix 3**. A description of the process by which the Governing Authority of the School shall be selected in the future shall also be included in **Appendix 3** unless that process is outlined in the Code of Regulations, attached to this Agreement in **Appendix 4**.

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

No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of any operator of any community school, unless at least one (1) year has elapsed since the conclusion of the person's membership. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to release their criminal background check to the Sponsor.

In addition, beginning on July 1, 2019 the Governing Authority members shall undergo an annual verification that no findings for recovery have been issued against any member of the Governing Authority. If a finding for recovery is found, the member must immediately resign from the Governing Authority and may not serve until such time that all findings for recovery have been resolved.

Each member of the Governing Authority shall annually file a disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:

- i. The Sponsor;
- ii. The Operator as defined by ORC 3314.02(A)(8);

- iii. A school district or educational service center that has contracted with the School; or
- iv. A vendor that is or has engaged in business with the School.

Annually, the Governing Authority must provide the following items to the sponsor no later than **September 30** of each year or within thirty (30) days of becoming a member of the Governing Authority:

- Resume or biographical vitae
- Signed Annual Conflict of Interest Disclosure Statement
- Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).

At all times the Sponsor's designee shall be granted all rights and privileges associated with being a non-voting member of the Governing Authority but shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority.

The Governing Authority, the members shall complete the following trainings within six (6) months of being elected or appointed by the Governing Authority: a minimum of five (5) hours of governing authority training by an entity pre-approved by the Sponsor, at least two (2) hours of which are on public records and open meetings laws. All members must attend at least five (5) hours of training with at least (2) hours of which are on public records and open meetings law conducted by the Governing Authority's counsel or an entity pre-approved by the Sponsor, for each year of their first term serving on the Governing Authority. If serving for subsequent terms, the Governing Authority members must complete at least five (5) hours of similar training every two (2) years thereafter. As required by ORC 3314.037, the members of the Governing Authority, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School shall complete training on an annual basis on the public records and open meetings laws, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d). Evidence of completed training must be provided to the Sponsor as stated in Section 2.2(e)(xvi)(d)(4).

The Governing Authority may provide by resolution for the compensation of each of its members in accordance with Ohio law. However, no individual who serves on the Governing Authority shall be compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves. Each member of the Governing Authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three (3) hours or less in length and one hundred twentyfive dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

- f. Meetings. Governing Authority meetings must be held a minimum of six (6) regular meetings per year and notice of such regular meetings shall be provided to the Sponsor in writing at the beginning of each school year or at least seven business days prior to such meeting. Notice of special meetings must be sent to the Sponsor as soon as scheduled and in no case with less than 24 hours advanced written notice along with telephone call invitation. The Governing Authority shall adopt a policy stating how it will notify the public of all meetings and comply with Ohio open meetings laws. Minutes of each meeting must be provided to Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.
- g. Dissolution. Upon ceasing operations of the School and dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor. The School shall comply with all closure and dissolution provisions required by the Department and contained in ORC Chapter 3314 and ORC Chapter 1702.
- h. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Failure to comply with this section may result in immediate action by the Sponsor up to and including termination.

1.3 Community School Leadership. Superintendent is responsible for the daily operations of the School. The Governing Authority authorizes Superintendent, the onsite School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's Leader.

The organizational structure and management/administration, employee and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Appendix 8**. A written narrative that describes the working relationship with each entity (for example the management company roles and school roles) must be included. Any modification to the organizational structure must be submitted in writing to the Sponsor prior to implementation.

1.4 Opening. The School shall meet all the Opening Conditions described in **Attachment 1 and provide required documentation as evidence to Sponsor**, or as contained in ORC Chapter 3314 and as modified by the Department, no later than ten business days **before** the school's first date of instruction each year. Failure to timely fulfill any material term of the Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Agreement and shall be grounds for Sponsor intervention or revocation of the Charter pursuant to Section 2.4 or Section 11.3 of the Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in paragraph 5.3.

1.5 Required Sponsor Training. The School agrees to attend all required trainings offered by the Sponsor for which at least two week notice is provided. The mandatory trainings include annual August in person all school training/conference and up to six (6) mandatory in-person/telephone/skype professional development conferences per year. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training session required by the Ohio Department of Education.

Section 2

2.1 Sponsor Rights and Responsibilities.

- a. Right to Review. Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor and subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to, the following:
 - i. School records, including but not limited to, student cumulative files, policies, and student records including IEPs and ETRs with student personally identifiable information and other protected information redacted;

- ii. Corporate records of the school including governing authority meeting minutes;
- iii. Financial records;
- iv. Educational program, including test administration procedures and student protocols;
- v. Personnel records, including evidence that criminal background checks have been conducted, with confidential information such medical information and social security numbers redacted;
- vi. School operations, including health, safety and occupancy requirements; and
- vii. Inspection of the facility or facilities.

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be pre-arranged in a professional manner to avoid needless disruption of the School's educational and testing process and programming.

- b. Complaints. The Sponsor agrees to notify the School as soon as practicable regarding any complaints about the School that the Sponsor receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and shall include information about the substance of complaint, together with copies of any written communications or evidence. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, a review of records, interviews with school staff and submission of evidence of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory or if the School needs to take further action to resolve the complaint.
- c. School Health or Safety Issues. The School shall immediately notify the Sponsor by e-mail of any circumstances requiring School closure, lockdown, or any other action that may affect School health or safety as soon as practicable. The School shall provide a calendar of planned emergency drills including, without limitation, fire, tornado, lockdown drills.

- d. Report Card Performance Data and Process. Annually, the Sponsor will review the School's most recent report card. The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan developed under the Ohio Improvement Process should be modified based upon the report card data. The school has established multi-year academic improvement goals and targets that are agreed to by the School and Sponsor and attached as **Attachment 2**. These goals may be amended from time to time based upon review of data, such amended goals may replace Attachment 2 after approval by the Sponsor and the Governing Authority. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that might be added during the term of this Agreement. The Sponsor will annually review the performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework is attached as **Attachment 3**
- e. Access to Student Records. The School shall make available upon request of the Sponsor information regarding special education and related services for students of the School to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. The School shall timely make available to the Sponsor information regarding special education and related services for students of the School. The Sponsor shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

2.2 School Rights and Responsibilities.

- a. Compliance with ORC Chapter 3314. The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended. The School further agrees that it will comply with the following to the extent that the provisions apply to the school as identified in paragraph 1.1(A):
 - i. Provide learning opportunities to a minimum of twenty-five (25) students, subject to the agreed minimum enrollment set forth in Section 5.3, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

ii. Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 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); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests - statistical data individual records), 3313.536 (School safety plan for each school building), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (Immunization of pupils - immunization records - annual summary), 3313.671 (Proof of required immunizations exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine autoinjector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte

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beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children - fingerprinting program), 3319.073 (In-service training in child abuse prevention programs), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students), 3321.01 (Compulsory school age - requirements for admission to kindergarten or first grade - pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school - forms), 3321.14 (Attendance officer - pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy - failure of parent, guardian or responsible person to cause child's attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy - intervention strategies), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers' Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time.

- iii. Comply with ORC Chapter 102. and ORC 2921.42.
- iv. Comply with ORC 3313.61, 3313.611, and 3313.614 including compliance with ORC 3313.603 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the

governing authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under Divisions (D) or (F) of that Section. The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2016-2017 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under ORC 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting high school credit to students who demonstrate subject area competency pursuant to ORC 3313.603(J)(3). If the school is a high school program and will be offering career technical or CBI programs, the plan description for these programs must be included, that complies with the criteria for student participation in ORC 3314.08(H)(2).

- v. Per ORC 3314.03(A)(11)(g), submit, within four months after the end of each school year, a report in a format approved by the Sponsor of its activities and progress in meeting the all applicable report card measures the unique objectives of the Educational Plan which are in Attachment 5 and its progress in meeting contractual academic and performance goals and standards and its financial status and progress of meeting the goals and standards of this Contract to the Sponsor and the parents of all students enrolled in the School.
- vi. Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.
- vii. Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- viii. Recognize the following:
 - a. The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those

officials find that the facilities are not in compliance with health and safety laws and regulations;

- b. The authority of the Department, as the community school oversight body, to suspend the operation of the school under ORC 3314.072 if the Department has evidence of conditions or violations of law at the school that pose an imminent danger to the health and safety of the school's students and employees and the sponsor refuses to take such action.
- ix. Comply with ORC 3313.801 as if it were a school district unless the school is an on-line (e-school).
- x. If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.
- xi. If the school is an on-line (e-school), comply with the following pursuant to ORC 3314.21:
 - a. The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such devise and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
 - b. The School shall provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. This plan must be reviewed and submitted to the Sponsor annually.
 - c. The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

- xii. If the school operates as a designated blended learning school, comply with all the following, if it operates using the blended learning model as defined in ORC 3301.079:
 - a. Follow the Sponsor approved blended learning model or models that will be used;
 - b. Maintain a description of how student instructional needs will be determined and documented;
 - c. Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher grade level;
 - d. Follow the school's attendance requirements, including documentation of participation in learning opportunities;
 - e. Follow the Sponsor approved statement describing how student progress will be monitored;
 - f. Follow the Sponsor approved statement describing how private student data will be protected; and
 - g. Follow the Sponsor approved program for offering professional development activities offered to teachers.
- xiii. If the school operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as modified that relates to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:
 - a. The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
 - b. The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
 - c. The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education

under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;

- d. The program develops an individual career plan for the student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- e. The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- f. The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.
- xiv. The governing authority of the School must adopt an enrollment and attendance policy and ensure that the school enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include periodic notification to parents.
- xv. The governing authority of the School must adopt a policy and process by which student residence and addresses are verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.
- xvi. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:
 - a. An internet or computer-based community school; or
 - A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
- xvii. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment from time to time by the General Assembly. All references in this agreement to ORC Sections shall refer to most current statute as amended from time to time during the term of this Agreement.
- xviii. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date or suspension of this Agreement, provided such a provision is

agreed upon by the third party. This includes contracts with teachers and non-teaching staff.

- xix. The Governing Authority of the School and the Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, before the end of the fiscal year to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider potential amendments to its language that will be incorporated by mutual agreement of the Parties.
- xx. If the school opened after 2/1/2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.191 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or a written guarantee or payment which shall obligate the management company to pay the costs of audits of the school up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.
- b. Records. The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Sponsor in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to allow and assist the Sponsor in adequately evaluating the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); OEDS data, and the Compliance System so that the sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor. Further, the School agrees to

consent and sign any documentation required to grant access to any of the systems.

The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Office of the Ohio Auditor of State and are statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal year. In the event this statutory requirement is lifted; the School shall be required to comply with relevant statutory provisions.

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

- i. Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- ii. Improperly maintained its financial records; and/or
- iii. Insufficient financial controls in place.

The costs of the audit shall be paid by the School.

- c. Notification Provided to the Sponsor.
 - i. Timely Notice. The School shall within twenty-four hours notify the Sponsor, the Department, and other appropriate authorities in the following situations:
 - a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - b. Any complaints filed against the School by any governmental agency.
 - ii. Immediate Notice. The School shall immediately notify the Sponsor of any of the following:
 - a. Conditions that may cause it to vary from the terms of this Agreement, applicable Sponsor requirements, or applicable federal or state law or administrative rule;
 - b. Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other

extraordinary emergency, or destruction of or damage to the School facility or facilities;

- c. The arrest, dismissal or resignation of any members of the School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the school shall also provide a written report of the information known at the time of the notification. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required.
- d. Misappropriation of funds or suspected misappropriation of funds;
- e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
- f. A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
- g. Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, treasurer, or any employee of the School.
- d. <u>Compliance.</u> The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools.
- e. <u>Reports.</u> The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification through Epicenter or the Sponsor's document management system shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School and deadlines for submissions will be entered in Epicenter. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual reports include, but are not limited to:
 - i. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan,

which is in **Attachment 5**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;

- ii. Required financial reports including budget and enrollment records on a **monthly basis** in the format and with attachments prescribed by the Sponsor and pursuant to ORC 3314.023 and 3314.024 if applicable;
- iii. Statistical reports including financials, expenditures, income and debt statements, enrollment, staff and pay turnover, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the school in the format including any relevant attachments that the Sponsor requests, **on a monthly basis**;
- iv. The Governing Authority shall submit within four (4) months after the end of each school year a report of the School's activities and progress in meetings goals and standards of the School and the School's financial status to the Sponsor, and the parents of all students enrolled in the School. This report shall comply with Section 2.2(a)(v) of this Agreement and a draft report shall be provided to the Sponsor for review and input at least three (3) weeks prior to the distribution of the report. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor and present the annual report to the Sponsor in detail for discussion;
- v. The Governing Authority shall report **annually** to the Sponsor and the Department all reporting requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements set forth in ORC 3314.08(B);
- vi. Projected enrollment January 1 of each fiscal year;
- vii. Financial Plan by August 1 of each fiscal year;
- viii. Annual School budget approved by Governing Authority ORC 3314.032 requires Governing Authority adoption by October 31 of each fiscal year. The annual Governing Authority adopted budget with the approved and signed Governing Authority meeting minutes documenting approval of the annual budget shall be submitted in final form to the Sponsor no later than **October 20 of each year**;
- ix. Five-year forecasts twice per year as required by Ohio Law and collected by the Sponsor (**November and May**).

- x. Asset reports. The Governing Authority shall **annually** provide the Sponsor with an updated asset report showing all assets purchased with public funds, all assets purchased with non-public funds, all assets purchased with Federal Funds, and the ownership of any and all items used by the School.
- xi. Transcripts of all students graduating at any time during the school year by July 1. Only the transcript shall be provided electronically to Sponsor.
- xii. Any adjustments to the annual budget approved by the Governing Authority – within five (5) days of approval;
- xiii. Annual audit upon release by the Auditor of State and **no meetings with the Auditor of State or his designee may be waived,** and the School must provide notice of all meetings to the Sponsor;
- xix. End of year cash balance within 30 days of the end of the fiscal year;
- xx. School calendar July 1 of each fiscal year;
- xxi. Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – upon the date of the Opening Assurances visit by the Sponsor; and
- xxii. Safety School Plan. The School shall comply with the requirements outlined in ORC 3313.536 and corresponding regulations and complete the required information annually by July 1. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 3313.536 to local responders.

xxiii. Governance Information:

- a. Governing Authority membership including member names, contact information, the term beginning and end date, and any office the member holds on the Governing Authority – at contract execution and upon any changes in Governing Authority membership;
- B. Governing Authority member conflict of interest disclosures at contract execution and upon any changes in Governing Authority membership;

- c. Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of background checks;
- d. Governing Authority annual training, at the Governing Authority's expense, on the following topics (with the content, materials and provider being approved by the Sponsor): community school laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings submission deadlines in Epicenter established by the Sponsor for compliance;
- e. Verify that a finding for recovery has not been issued by the auditor of state against any member of the Governing Authority, the operator, or any employee of each community school - upon the Opening Assurances visit by the Sponsor and provide a list of all members of the Governing Authority, the operator that provides services to the school and employees of the community school and update each list as necessary throughout the year;
- f. Current Code of Regulations within ten (10) business days after any material changes; and
- g. Current Articles of Incorporation within ten (10) business days after any material changes.
- xxiv. Insurance certification upon the Opening Assurances visit by the Sponsor each fiscal year;
- xxv. Updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each; and
- xxvi. A detailed accounting of the nature and costs of goods and services that the operator provided to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty percent (20%) of the School's gross annual revenues.
- xxvii. The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedure regarding internal financial controls by October 1, 2019 and annually by August 1 advise Sponsor of any updates or changes to the comprehensive plan.
- f. Indemnification. To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its

respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

2.3 Sponsor-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

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

2.4 School Violations of Law or this Agreement. If the School is subject to nonrenewal or revocation for any of the reasons listed in this Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other

remedies prior to initiating revocation or suspension in accordance with Section 11.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send a notice as provided in subsection e below.

- a. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails to:
 - i. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time;
 - ii. Achieve Sponsor requirements; or
 - iii. Implement its educational program as described in this Agreement after a reasonable period of time, or
 - iv. Fails to complete two or more required reports by the established deadlines.
- b. Improvement Submission. If the school's report card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures.
- c. Weekly Monitoring. The Sponsor may require weekly in-person meetings with the President of the Governing Authority and/or the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted pursuant to Section 2.4(a) above. The date, time, and location of all meetings shall be mutually determined by the Parties. At the Sponsor's discretion, meetings may be in-person or held via teleconference, or videoconference.
- d. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense which expense and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted pursuant to Section 2.4(a) above.

- e. Procedural Guidelines for School Violations of Law or this Agreement. Prior to applying a remedy other than seeking termination, suspension pursuant to ORC 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
 - i. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 - ii. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five business (5) days.
 - iii. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in Section 2.3.
- f. Sponsor Violations of School Law or this Agreement. If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.3.

Section 3

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

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

3.3 Contracting with an Operator or Management Company. Pursuant to relevant law, the School may contract with a third-party operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause and a provision or separate assurance as to cooperation for Sponsor evaluations. A list of guidelines for operator agreements is attached as Appendix 7. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority.

The school shall provide a copy of the agreement between the Operator or Management Company and the Governing Authority within **ten (10)** business days of entering into or renewing such agreement.

The School shall follow applicable law, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The Sponsor encourages the school to adopt policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review contracts on a case by case basis as requested by the School.

The School shall employ an attorney who shall be independent of the operator for service related to the negotiation of the School's contract with the operator and other matters should the School and operator become adverse to each other in any particular matter.

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

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

The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator. The School shall complete an evaluation of the Operator or Management Company annually in compliance with the standards set forth in the developed by the Governing Authority of the School.

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

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

Section 4

4.1 Operational Powers. The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must 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, but is not obligated to, assume operations of the School as provided for in ORC 3314.073.

4.2 Evaluations and Trainings.

a. Superintendent Evaluations. The Governing Authority shall conduct a performance evaluation of the superintendent of the School at least **annually**. The evaluation shall be reported to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the evaluation as part of the School's annual performance evaluation.

- b. Employee Evaluations. The superintendent or his/her designee shall conduct performance evaluations of the School's employees at least annually.
- c. Annual Evaluations. The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal performance and the organization and operation of the School. The Sponsor will review the past year's academic report card measures with the Sponsor by August 15, 2018, the most recent report card for the School is Attachment 2. The Sponsor shall also perform a performance evaluation in compliance with the Performance Framework attached as Attachment 3. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct high stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time to time upon the mutual agreement of the Parties.
- d. Compliance. The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Ohio Department of Education for oversight of the School. This includes, but is not limited to:
 - Annual file updates per checklists provided by the Sponsor;
 - An on-site visit prior to the opening of each school year and other site visits conducted throughout the school year;
 - School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Ohio Department of Education;
 - Monthly reviews of financials, enrollment records, and attendance monitoring;
 - Access to read only academic and financial data and data systems;
 - Other appropriate requests for information from the Sponsor, the Ohio Department of Education or the Auditor of State.

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

4.4 Food Services. The School shall provide free and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing

Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

4.5 Insurance. The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and Sponsor where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional insured on the policy and certificate holder**. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

- a. Comprehensive general liability \$1,000,000 per occurrence, \$2,000,000 (in the aggregated with an excess of umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000.
- b. Officers, directors and employee's errors and omissions \$1,000,000;
- c. Property insurance As required by landlord or if building owned then sufficient insurance as determined by mortgage company or the replacement value of the property;
- d. Motor vehicle liability (if appropriate) \$1,000,000; and
- e. Workers' compensation (as required by state law).

All insurance certificates are attached as **Appendix 6**.

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

4.6 Monies to be set aside in the event the School Closes. The School shall either maintain one month of operating expenses in its bank account at all time or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a treasurer through the closure and costs associated with the closure including

securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the school.

4.7 Technology. If the School applies for E-Rate funding or if is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines. All technology plans must be updated as required and submitted as required by law, rule or regulation.

Section 5

5.1 School Grade Levels. The School is authorized to serve students in grade 7 through grade 12. The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a notice and evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a contract modification and mutual agreement of the School and Sponsor, which shall not be unreasonably withheld.

5.2 Student Demographics. As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, and procedures described in **Attachment 4.**

The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the community the School serves. The School's racial and ethnic demographics shall reflect the geographical area community the School serves. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch programs within the Sponsor average, taking into account the demographics of other public schools within a reasonable proximity to the School. The Parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 4**.

5.3 Maximum and Minimum Enrollment. The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a minimum of twenty-five (25) students and comply with Section 3.2(A)(1) of this Agreement and with the admission requirements set forth in ORC 3314.06 and 3314.061.

5.4 Eligibility for Enrollment. The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with

disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy. If the School utilizes a lottery, the School must ensure that it complies with ORC 3314.06(G) and the school admission and lottery policies.

5.5 Admissions Procedures. The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061 including the following requirements:

Specify that the school will not discriminate in its admission of students to the School on the basis of gender, race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude; and, be open to any individual entitled to attend school in the State of Ohio pursuant to ORC 3313.64 or ORC 3313.65 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) student s who meet a definition of "at risk" that the Parties to this Agreement agree upon and/or (iii) residents of a specific geographic area within the district as defined in this Agreement.

Specify in a policy whether the enrollment is limited to students who reside in the district in which the School is located or is open to residents of other districts.

If the number of applicants exceeds the capacity restrictions of Paragraph 5.3 of this Agreement or the capacity of the School's programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the School the previous year and may be given to eligible siblings of such students, to students of full time faculty at the School so long as under 5% of the School's total enrollment, and preference must be given to those students who reside in the district in which the School is located.

Tuition in any form shall not be charged for enrollment of any student that is a resident of the state per ORC 3314.08(F). The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this paragraph shall prevent the School from charging reasonable class, book or similar fee(s) or engaging in voluntary fundraising activities.

Upon enrollment the Governing Authority shall distribute to parents of students, the required statement concerning state-prescribed testing and compulsory attendance laws as required by ORC 3314.041 and a copy of the School's most recent State report card. A copy of the complete enrollment packet shall be provided to the Sponsor each year.

If the school operates as an on-line school (e-school), the school will comply with this paragraph. The parent of any student on the list of the Ohio Department of Education of students enrolled in an e-school who have not taken state tests for two years in the School shall pay tuition to the internet or computer-based community school in an

amount equal to the state funds the school otherwise would receive for that student as determined by the Department. An internet or computer-based community school may withdraw any student for whom the parent does not pay tuition as required by ORC 3314.26.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan. To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- Following the application deadline and upon completing the lottery, if appropriate, the School shall obtain the most recent Individualized Education Program (IEP) or Section 504 Plan and Evaluation Team Report (ETR), if any;
- Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities and Sponsor requirements and procedures concerning the education of students with disabilities;
- c. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting; and,
- d. Upon admission of any handicapped and/or disabled student, the School shall comply with federal and state laws regarding the education of such students.

5.7 Participation in Schools. No student may be jointly enrolled full-time in the School and another district or community school. Students enrolled in the School may participate in career and technical programs and College Credit Plus programs.

5.8 Expulsion and Denial of Admission. The School shall immediately adopt 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 that due process related thereto and is included in **Attachment 7**. The School's policy and practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. Those policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

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

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

Section 6

6.1 Vision, Mission, and School Goals. The School shall follow the unique vision, mission and specific goals of the school as set forth in **Attachment 5**, School Education Plan which has been approved by the Sponsor. The education plan shall include the School's mission, academic SMART goals, and instructional methods. The School Education Plan shall not be modified or revised without the written consent and approval of the Sponsor.

6.2 Sponsor Academics, Finance, Governance, and Operations Standards. The School shall meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the school academic performance and future goals after the release of the 2017-2018 report card. The overall performance framework is attached in **Attachment 3**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized.

6.3 Academically Exceptional Students. The School shall identify academically lowachieving, at-risk students, and other "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

6.4 Computer Based/On-Line Programs. Unless the school operates an on-line (e-school) as identified in paragraph 1.1(A), the School's educational program as currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such online programs. This paragraph does not apply to schools identified as on-line (e-schools) in paragraph 1.1(A)

6.5 Curriculum, Instructional Program and Pupil Performance Standards. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by

the School shall meet or exceed the Ohio Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

The school shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the assessment tools identified in the educational program in **Attachment 5**, and any other assessments required by law or recommended by the Sponsor. The School must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 5**. The School shall satisfy the performance standards outlined in **Attachment 3** and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update **Attachment 5**, however, changes will not be implemented without prior written approval by the Sponsor.

The School may offer Credit Flexibility for students in grades 7 through 12 only if the instructional program specifies the credit flexibility plan for the school, the school has adopted a program and process that is approved by the Sponsor, and an individualized credit flexibility plan is written for each student that includes goals, assessment, defines how the student will demonstrate knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a student is not successful in demonstrating knowledge and skills, the student will not earn credit through credit flexibility.

6.6 Graduation Requirements. The School shall develop and submit to the Sponsor for approval a policy setting forth its graduation requirements that align with state graduation guidelines no later than August 1 of each year. In addition, the School may offer students the opportunity to earn the OhioMeansJobs-Readiness Seal on their Diplomas.

6.7 English Language Learners. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the State's procedures for identifying, assessing and exiting English language learners.

6.8 Education of Students with Disabilities

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

- b. The School agrees to comply with all its policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.
- c. The School shall direct the development and/or modification of any IEP for special education students of the School.
- d. The Sponsor or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Sponsor shall have the right to require such changes necessary to comply with law and shall have the right to request other changes on behalf of students with disabilities.
- e. The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.
- f. Special education supports and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

6.10 Assuring Adequate Yearly Progress. The School shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress and submit it to the Sponsor for approval.

Section 7

7.1 Funding. The School must comply with ORC 3314.08 and properly report students into the Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department. The School agrees to update and correct all student participation information in EMIS including, without limitation, the percentage of time factor, the school calendar, the start and end date for student enrollment, and any special education information. Should the School receive a notice of overpayment directly or indirectly from the Department, the School shall notify the sponsor within 2 business days of such notice with a plan for repayment of any overpayment.

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

a. A financial plan detailing an estimated School budget for each fiscal year of this Agreement is attached as **Attachment 8**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for each fiscal year of the contract and must show a positive cash flow in the first 3 years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and projected expense must include the total estimated per-pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC 3314.08. The Financial Plan must describe the School's financial controls.

7.3 Fiscal Officer.

a. Fiscal Officer. The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the School. All money received by the School shall be placed in the custody of the fiscal officer. The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the state, conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the school's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the Licensed Fiscal Officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the school has contracted. A copy of the bond in the minimum amount of \$100,000 is attached as Appendix 5. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

If the School should be declared unauditable under ORC 3314.51, the Governing Authority shall cause its operator to (if applicable) suspend and replace the Fiscal Officer and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing procedures if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the Fiscal Officer and/or Fiscal Officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Officer shall deliver all financial and enrollment records to the Sponsor within thirty days of the School's Closure. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings of recovery by the Auditor of State against the Fiscal Officer.

- b. <u>Fiscal Services Agreement.</u> The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all finance related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remain authorized to proceed to close the School. The fiscal officer's agreement is attached hereto as Appendix 3.
- c. <u>ORC 3314.029(C) Bond.</u> The Sponsor may upon thirty (30) days written notice to the Governing Authority require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.

7.4 Budget. On or before **October 1** of each year, the School shall submit to the Sponsor its proposed balanced budget for the following school year for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. The School's budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the Department Guidance. If the School has entered into a contract with an operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 2.4.

7.5 Enrollment Projections. The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year by January 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the student enrollment for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

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

- a. The contractor acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under this agreement.
- b. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Governing Authority.

7.7 Annual Audit. The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his designee of an audit, the school shall notify the Sponsor in writing of the time, date, and location of any scheduled meeting with the Auditor. The Sponsor shall maintain a presence at any and all meeting with the Auditor. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The School shall notify Sponsor of all meetings with the Auditor of State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written form each year. **The School shall not waive any exit conferences or interviews with the Auditor of State or their designee.** If the school receives comments or findings in its annual audit, the School shall have a post-audit conference and at least the President of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

7.8 Loans. As of and after the effective date of this Agreement, the School shall not enter into any new agreements to obtain loans, receivable purchase agreements or funding that encumbers state foundation payments or federal grants. No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without Sponsor approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
Any loans obtained by the School from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

Sponsor acknowledges that the School has entered into a certain Receivables Purchase Agreement dated as of June 4, 2018 (the "RPA") pursuant to which the School may sell certain receivables to meet its working capital needs. The School agrees that on or before June 30, 2020 the RPA agreement will cease and the School will not enter into receivable purchase agreements without prior approval by the Sponsor.

Section 8

8.1 Employment of Teachers. At least one full-time or two part-time classroom teachers each working more than twelve hours per week must be employed to work in the School. The full-time classroom teachers and part-time classroom teachers working more than twelve hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-certificated person s may teach up to twelve hours per week in the School pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1. 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 ration shall be no more than 25:1 based upon the State Operating Standard OAC 3301-35-05 (A)(3). The School may employ non-teaching employees. Prior to the opening day of the school each year, the School will provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a sufficient number of teachers to support the stated teacher/student ratio and all courses and/or grade levels taught at the School. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Agreement. All teachers and para-professionals shall meet the "highly qualified" standards as applicable and as set out in the last known law as "No Child Left Behind" or its successor law(s). The School shall provide the Sponsor with the roster and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School.

8.2 Employee Status. All employees hired by the School or the operator shall be employees of the School or operator and not the Sponsor. All employee discipline decisions shall be made by the School. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School. The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

8.3 Criminal Records Check/Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORCs 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

8.4 Employee Benefits. The School must provide health and other benefits to all fulltime employees, as set out in **Attachment 9**. **Attachment 9** may be amended by the School from time to time; however, all such amendments shall be provided to Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 9** 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 Contract.

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

8.5 Required Training for Teachers. Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. Beginning with the 2015-2016 school year, if the School is ranked in the lowest ten percent (10%) of all public school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.

Section 9

9.1 Sponsor Fee. The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay Sponsor a fee of three percent (3%) of the total amount of payments for operating expenses received each year by the School from the State of Ohio. The fees are calculated from the

Department's issued community school settlement report identifying the amount of state funds paid to the School for the invoice period, the applicable line being entitled "state payments before retirement funds." of the prior month's settlement report. Payments shall be made by the 30th day of each month, except for February which shall be the 28th day. Failure to make required payments may result in Sponsor placing the school on probation, suspension or termination pursuant to the terms of this Agreement. In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall promptly refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority shall promptly pay the Sponsor the amount of the sponsorship fee underpayment.

Section 10

10.1 School Facility. The school is authorized to locate and operate at <u>18450 S. Miles</u> Road, Warrensville Heights, Ohio 44128. If the location is leased, the lease shall not be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld provided, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end or termination of the School's charter contract or some other contractual protection so that the School does not get burdened with the lease it if loses the charter contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

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

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 6**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor. **Attachment 6** will include the physical and/or mailing address

utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1(a) above.

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

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

Section 11.

11.1 Renewal Timeline and Process. The School shall submit its renewal application in compliance with the timeline and format published by the Sponsor on its website and such application shall be made available at least sixty (60) prior to the date on which the renewal application is due. The Sponsor shall provide a decision to the School on the renewal application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to not renew the Agreement, it shall detail the reasons in its resolution.

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

11.3 Criteria for Renewal or Non-Renewal and Revocation. The Sponsor may terminate, revoke or deny renewal of the Agreement for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the school to meet renewal criteria; or material breach of this Agreement.

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

If this Agreement is terminated or not renewed by the Sponsor pursuant to R.C. 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current

school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

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

11.5 School-Initiated Closure. Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor. The school must meet all closure requirements of Department as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

11.7 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the Sponsor shall supervise

and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations for whatever reason, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) provide student records to the traditional district where the student resides or transfer of records to the school where the student is now enrolled. School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment.

11.8 Distributing Assets of School. The School agrees to comply with ORC 3314.074 in distributing the assets of the permanently closed school.

Section 12

12.1 Order of Precedence. In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the community school contract shall take precedence over the Application.

12.2 Amendments. No amendment to this Agreement shall be valid unless ratified in writing by the Sponsor and the school Governing Authority and executed by authorized representatives of the Parties.

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

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

12.5 Governing Law and Enforceability. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Ohio. If any provision of this Agreement or any application of this Agreement to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully

negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Agreement to reflect such change in law.

12.6 No Third-Party Beneficiary. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School subject to Section 2.3 of the Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

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

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

Sponsor:

School:

Superintendent T² Honors Academy 18450 S. Miles Road Warrensville Heights, Ohio 44128

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

12.10 Interpretation.

a. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwisecomparable Sponsor schools.

- b. Business Days. As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- c. Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.
- d. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement, second, the attachments, and last the application.

Executed by the following on the dates provided below.

Ohio Department of Education

SCHOOL

Paole De Rea gR

Paolo DeMaria Superintendent of Public Instruction

Date: 7-/2-/9

by: Janga Low its: CHALR

Date: <u>May 16, 2019</u>

Appendices

Appendix 1: Appendix 2: Appendix 3:	Articles of Incorporation and Appointment of Statutory Agent Tax Exempt Status Governing Authority Membership and Description of How
	Governing Authority will be Selected in the Future
Appendix 4:	Code of Regulations (Bylaws)
Appendix 5:	Fiscal Officer Bond and Fiscal Officer Contract
Appendix 6:	Insurance Certificates
Appendix 7	Operator Contract Guidelines
Appendix 8	Organizational Chart
	-

Attachments

Attachment 1:	Opening Conditions
Attachment 2:	School Report Card and Improvement Goals
Attachment 3:	Sponsor Performance Framework
Attachment 4:	Enrollment preferences, selection method, timeline, and procedures.
Attachment 5:	School Education Plan
Attachment 6:	School Facility description and/or lease
Attachment 7:	Expulsion and Denial of Admission Policy
Attachment 8:	Financial Plan
Attachment 9:	Employee Benefits

Appendix 1

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DATE: 0/2013 DOCUMENT ID DESCRIPTION 201334301828 DOMESTIC AR (ARN)

DESCRIPTION DOMESTIC ARTICLES/NON-PROFIT FILING 125.00 EXPED .00 PENALTY .00 COPY

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

INDIA R. FORD 6811 MAYFIELD ROAD - #1476 MAYFIELD HTS., OH 44124

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2251739

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

T2 HONORS ACADEMY

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s): 201334301828

Effective Date: 12/06/2013



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 10th day of December, A.D. 2013.

Jon Huster

Ohio Secretary of State

Appendix 2

201334301828

PATE: 0/2013 DOCUMENT ID DESCRIPTION 201334301828 DOMESTIC AR (ARN)

DESCRIPTION DOMESTIC ARTICLES/NON-PROFIT FILING 125.00 EXPED P

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Effective Date: 12/06/2013



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 10th day of December, A.D. 2013.

Jon Husted

Ohio Secretary of State

Appendix 3



Enrollment Grades 7-12



Enrollment is very easy and there is NO tuition to ottend this institution of learning. Please stop by and pick up an enrollment packet for your scholar.

College Credit Plus

The school has provided information about the College Credit Plus Program in the beginning of the year. If you are interested in your child participating, please contact us for more information: 216-510-5458

College Credit Plus Policy

Paving the Learning Path



Your Child's Education

Learning is an ongoing and dynamic process. At T-Squared Honars Academy, we use varied methods to continually measure each child's progress and abilities. Differentiated instruction coters to the needs of each child because we believe that every child learns differently.



Your scholars future is very important to us that is why we try to go on two college visits a year as a part of aur high school program. Our high school students must complete a career exploratory track and narrow down their college choices by the end of their junior years. Our juniors apply to their colleges in the first month of their senior year, take the ACT twice their junior year and are provided FREE ACT prep classes to help their scores.

Career Advising Policy



🗶 Ohio Means Jobs

Ohio Means Jabs is another resource that helps our scholars find their way to a better future.

If any of our parents are interested in helping their scholar find careers, go to Ohio Means Jobs K-12 website:

https://jobseeker.k-12.ohiomeansjobs.monster.com/seek er.aspx



*T-Squared Honors Academy really prepares my child for the Future. The small class sizes and the encouragement from the program directors to become more involved in our child's education supports our goal to participate in our child's future. Try T-Squared and you will fail in love." --Sth grade parent

Site Map

Harris About Us

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Contact

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^Drivocy Patroy

Administrative Staff

Haadrik Green, Doan Mr. Charrissa Daa dis Adametrative Ascistant

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Board Members

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Adalahm Can, Villa Hesatiani, Malahash 285 garaketan Valam Pahini, Memban, Yohit palihi Di Bastmailikan Ianas Patton, Membro

Contact

Fex:216-510-5467

Steward appreciation prov

Frault Phonorski edeniv@hvarnaf.com Asakess, 11-Squarka Hanors Actalanty, 18450 South Villex Kona, Waterswitz Freights, ch. 44125.

GOVERNANCE

Board of Directors, Membership, Roles/Responsibilities, Removal and Replacement, Schedule, Open Meetings, Roberts Rule of Order, Governance Structure, Organizational Review, Board Policy, Organizational Chart

T-SQUARED HONORS ACADEMY

GOVERNANCE AND MANAGEMENT

Adrienne Carr	5150 Theodore street Maple Heights, Ohio 44137	(216) 440-1563	Mslynne528@gmail.com
Jonea Patton		(216) 633-8609	jonea582@gmail.com
Tonya Black	21414 Hillgrove Avenue Maple Heights, Ohio 44137	(216) 663-7403	Lady4tools@yahoo.com
Gregory Draper		(614) 556-3186	drapergrg9@aol.com
Velma Phillips	5592 Kenton Avenue Maple Hts, Oh. 44137	(216) 394-7208	Vphillipslife1@hotmail.com

Adrienne Carr brings a wealth of knowledge from a parental and leadership perspective. She has worked for the city of Maple Heights and Cleveland Heights for over 10 years. She gives a perspective on leadership and the needs of students in urban settings today. This experience in leadership qualifies her to assist in the governance of the school program.

Jonea Patton brings a wealth of knowledge from a spiritual, parental and educational perspective. She is the lead choir director in an urban school district and has been for over 6 years. She has organized programs, worked closely with youth in the church and has taken on leadership roles. This experience in leadership qualifies her to assist in the governance of the school program.

Tonya Black brings a wealth of knowledge from a parental standpoint. She is a resident of Maple Heights and has invested 7 years to working for the City of Maple Heights. She has worked in the computer fields and graduated with various certificates in technology. She has also worked with students co-directing plays and performance shows for the community. This experience and knowledge qualifies her to assist in the design and development of the school. She has now taken on the leadership role by becoming a board president.

Dr. Gregory Draper brings a wealth of knowledge in the field of education. As a direct response to the crisis in urban communities he developed a program to help urban youth succeed through summer enrichment programming. He is a spiritual leader in the church and works hard to unite the community through this avenue. This experience and knowledge qualifies him to assist in the governance of the school program.

<u>Velma Phillips</u> brings a wealth of knowledge in the field of education. Ms. Phillips has the background in education that would make her an excellent candidate to serve on the board. She has served in numerous roles as an educator from teacher to administrator, posing as acting administrator in the absence of principals. This experience and knowledge qualifies her to assist in the design and development of the school.

Members of the Governing Authority have spent 5 years working closely on approving items pertinent to the needs of the students who attend the school. In the event a board member resigns, new members will be recruited through postings in local newspapers, discussions and conversations at local meetings. These postings will include our desire to seek individuals with the following requisite experience or background including, but not limited to, previous board experience, business acumen, legal acumen, financial/accounting knowledge, ties to the community, and/or fundraising ability. The board is aware that an annual audit is required in order to continue operation. In addition, the board has already adopted an attendance policy that includes a procedure for automatic withdrawal of a student who fails to attend 105 consecutive hours of instruction.

School Governance

A. BOARD OF TRUSTEES

1. <u>Membership</u>

- a. Size. T² Honors Academy (T²HA) shall consist of five to 7 members, although this size of the Board may be increased or decreased in accordance with the regulations and By Laws adopted by the Board, upon an affirmative vote of a majority of the members of the Board.
- b. **Representative Groups.** The following groups will be represented on the Board. A single Board Member may represent two or more groups, and all groups may not be represented at any given time:
 - Board Members of the non-profit corporation
 - Business Manager (non-voting member)
 - Superintendent (non-voting member)
 - Dean of Academics (non-voting member)
 - Dean of Students (non-voting member)
 - Legal Professional
 - Financial Professional
 - Educators
 - Parents
 - Community

- Qualification/Skills. Each developer/board member will have the c. requisite education, certifications, experience, knowledge, and skills necessary to assist the Board in the effective operation of the school. A broad spectrum of community representation is sought in board members.
- d. **Process for Appointing, Nominating and Electing Members.** According to the bylaws, board members will be selected/appointed or elected by governing entities.
- Terms of Office. The original five Board members will initially serve a e. three-year term, and may serve subsequent consecutive two-year terms. The remaining Board members shall be elected to two-year terms. These Board members may be elected to, and serve, subsequent three-year terms.
 - Roles and Responsibilities of the Board. The Board as a whole shall manage all the business affairs of the organization and furnish reports of their stewardship at the Annual meeting and prepare an Annual Report by September 30th of each year. The Board shall also appoint and activate committees as desired, approved budgets prescribe regulations for all operations, select staff personnel, and prescribe remuneration and duties thereof. The Board shall have sole authority to determine matters of policy. The Board will prepare an agenda for meetings. The Board shall be empowered to borrow or raise money for the purpose of the corporation, and the President. Vice President and/or the Secretary may negotiate loans and other credits, including leases, with Board approval. The Board may enter into a contract with the SPONSOR.
- Removal and Replacement of Board Members. Board members may ġ. be removed from office for: repeated failure to attend meetings of the Board; failure to perform duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit T²HA; or for any other cause deemed sufficient by affirmative vote of a majority of the members of the Board. Violation of the Code of Conduct () adopted by the Board shall be deemed sufficient cause for removal. The Board member to be removed shall be given fourteen (14) days notice of the proposed action, and an opportunity to address the Board prior to the Board voting on the proposed removal. The decision of the Board is final. The remaining board members will nominate and elect a new Board member within a reasonable time of the Board position becoming vacant, and the new Board member will serve the remaining term of the removed Board member. h.

Schedule, Frequency and location of Meetings. There shall be a minimum of five regular meeting of the Board each year, one of which shall be the annual meeting held on a date to be determined by the Board. Meetings will be held at the school, or such other location, as the Board may deem appropriate. Ordinarily, the Board will meet on the last Tuesday of September, October, November, December,

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January, February, March, April, May, and June however the Board may not meet monthly, depending on the business necessary to be transacted. Additional and/or special meetings to transact the business of the school may be called by the President, the Secretary, or a majority of the Board Members.

Open Meetings. Meetings of the Board shall be open to the public, unless the Board votes, in open session to hold an executive session for the same reason and in compliance with the laws applicable to elected bodies within the State of Ohio. The discussions held during an executive session shall be confidential. The Board shall comply with the Sunshine Law (R.C. 121.122) and the Public Records Act (R.C. 149.43).
Notice. The Secretary shall give notice of every Board meeting including the Annual Meeting, to each member of the Board, designating the time

and place of such meeting. In addition, the Secretary shall post a copy of the notice of all meetings in a prominent place on the school premises and on local community bulletin boards (such as library, city hall or community center), and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the cost of mailing. Notices shall be given not more that (10) days nor less that (3) days prior to the date of such meeting.

Order of Business. Unless waived or suspended by the affirmative vote of a majority of the Board Members present, the order of Business for any meeting of the Board of Trustees shall follow Roberts Rule of Order:

- 1. Call to Order
- 2. Confirmation of Proper Notice of Meeting
- 3. Roll Call.

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- 4. Reading, Approval and Disposal of Minutes of Prior Meeting (s)
- 5. Report of Officers and Committees
- 6. If an Annual Meeting or a meeting called for the purpose
 - the election of Board Members and Officers
- 7. Unfinished Business
- 8. New Business
- 9. An Opportunity for the Public to the Heard (each person shall be limited to a period of two minutes during any meeting)
- 10. Adjournment

2. <u>Governance Structure</u>

a. Officers of the Board. The Board shall elect from among its members a President, Secretary, and Treasurer. The board may also elect a Vice President. Officers will serve one-year terms, and the election of the officers of the Board shall take place at the first Board Meeting after the Annual Meeting. Any member of the Board may nominate any other board member, and election shall be by a majority vote of the members present.

b. Duties of the President. The President shall preside at all meetings of the Board, act as chief executive officer of the organization, call board meeting, and shall perform such other duties as the Board may prescribe. The President, in his sole discretion, may establish such committees of the Board (e.g., Finance, Building & Grounds, Legal/Legislative, and personnel), as may be necessary for the effective and efficient operation of the Board. Such committees shall serve at the pleasure of the President.

c. Duties of the Vice President. The Vice President (if there is one) shall perform such duties as the President may prescribe, and shall preside at all meetings in the absence of the President.

d. Duties of the Secretary. The Secretary shall keep a record of all meetings of the Board, may call Board meetings, shall give notice of all meetings and conduct such correspondence as required, and shall perform such other duties as the Board may prescribe.

e. Duties of the Treasurer. The Treasurer shall assist the Business Manager when and as necessary in the preparation of budgets and financial statements and projections. The Treasurer may serve as liaison between the Board and the Business Manager, and shall perform such other duties as the Board may prescribe. The Treasurer, if serving as the fiscal officer of the Governing Authority, shall be bonded, as required by law. (ORC 3314.011)

f. Removal and Replacement of Officers. Officers may be removed from office for; repeated failure to attend meetings of the Board; failure

to perform duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meeting; refusal to carry out a Board directive; acting in an improper manner so as to discredit T²HA; or for any other cause deemed sufficient by affirmative vote of a majority of the members of the Board. Violation of the Code of Conduct adopted by the Board shall be deemed sufficient cause for removal. The Board member to be removed shall be given fourteen (14) day notice of the proposed action, and an opportunity to address the Board prior to the Board voting onthe proposed removal. The decision of the Board is final. The remaining Board members shall nominate and elect a Board member to complete the remainder of the term of the removed officer.

3. Board Development and Organizational Review.

- a. Organizational meeting. The Organizational Meeting of the Governing Authority will be held in July, at the time set for the Annual Meeting, as set forth in Article 9, Code of Regulations (Attachment I). Prior to this meeting, criminal background checks shall be completed by any individual proposed to be a member of the Board of GOVERNING AUTHORITY. At this meeting, the GOVERNING BOARD will; elect officers; vote to adopt its Code of Regulations and By-Laws; ratify the Community School Contract entered into by the Developers and SPONSOR; Ratify any and all other contractual arrangements, including leases, entered into by the Developers on behalf of T²HA; establish a general outline for its first year activities, including Board and school priorities. The minutes of this Organizational Meeting shall be available to the SPONSOR.
- b. Developmental Activities. The goal of the initial Board is to have the school become independent in its day-to-day operations. However, during the first year the Board will be as involved as necessary, and take all appropriate actions, to ensure the school's viability. As the selected personnel (Business Manager, Superintendent, Dean of Academics, Dean of Students, Teachers demonstrate their competence, and ability to effectively and efficiently operate the school, the Board will relinquish its operational activities and become the policy-making body, as intended. During the course of the year the Board will address significant issues concerning the operations of nonprofit boards, including; Sunshine Law, other laws governing non-profit entities, and create positions descriptions for officers and board members, identifying specific responsibilities. These workshops, seminars and/or discussions will take place during regularly scheduled meetings or at such other times and places as the Board may determine. The Board will also use these educational activities to identify and cultivate new members. Upon approval of the contract by the SPONSOR, the GOVERNING AUTHORITY will meet to elect its officers, adopt its policies and procedures, and hire the Superintendent and Business Manager.

All newly elected Board Members will be provided with copies of the relevant documents; will be initiated at a meeting prior to their election; and if possible, will attend appropriate training. Prospective Board Members will be interviewed to determine whether their views are in conformance with the mission and vision of the school

Board Members will be evaluated on an on-going basis by the Board President, who will consider Member attendance, knowledge of the school contract and philosophy, contributions to the schools, and such other intangible elements as may reflect the Member's value to the organization. Staff shall be evaluated according to the provisions found within the "Human Resources Management" section of this plan.

4. Board Policy and Procedure Manual.

No later than August 1st of the school's opening year, the Board will adopt a Policy and Procedure Manual setting forth all policies necessary for the effective and efficient operation of the school.

5. Board's Strategic Plan.

The Board will review and evaluate its policies, procedures, and methods of operation on an ongoing basis to determine that the school is being run in the most effective and efficient ways. The board will ensure that the mission of the school is fully implemented and that the growth of the school is consistent with the abilities of the staff and the available financial resources. The Board's Strategic Plan will include focusing on growth (enrollment), appropriate facilities, financial accountability, educational integrity (implementation of the Education Plan), Board development, Staff development, creation of strategic alliance, public relations, and the long-term success and viability of the school.

(See Attachment F—9.2 for Board Certifications)

Teachers will receive their direction from the Dean of Academics of T²HA, and will seek the assistance of the Dean whenever necessary. Teachers will instruct and give direction to students, and consult with Parents on an on-going basis to ensure that the needs of all students are being appropriately met. Parents are expected to communicate with the classroom Teacher prior to approaching the Principal concerning any problems, difficulties or issues. Students receive instruction and direction from their classroom Teacher and are accountable to that Teacher for academic advancement, but are responsible to each staff member for good behavior proper manners and politeness.

The GOVERNING AUTHORITY establishes policy and is ultimately responsible for the implementation of the Community School Contract. However the day-today management of the school will be the responsibility of the Superintendent, the Board of the GOVERNING AUTHORITY may enter into a contract with a management company if it deems necessary to do so to assume that responsibility of some portions of it. On occasion the GOVERNING AUTHORITY MAY AS A WHOLE, COMMUNICATE DIRECTLY WITH Teachers and other staff members regarding policies, suggestions or constructive advice. However, individual member of the GOVERNING AUTHORITY are discouraged from communicating individual and/or personal views, opinions and suggestions to member of the staff of T²HA. The GOVERNING AUTHORITY will typically convey to the Superintendent any concerns, issues, problems, or changes in policy regarding the education program, and the Superintendent is responsible for communicating these matters to the Dean of Academics and school staff to ensure appropriate implementation. Matters of finance, facilities or business operations will be conveyed by the GOVERNING AUTHORITY to the Superintendent or management Company, which will refer such matters to the Business Manager for resolution. The GOVERNING AUTHORITY may at times seek Teacher, Student and Parent input regarding the school, its educational program, it operation, or any other matter to determine whether the Superintendent or in the case of a Management Company is performing according to the terms of the contract. In the event a Management Company exists, The GOVERNING AUTHORITY may terminate its contract with the Management Company for non-performance, violation of any term of the contract between the GOVERNING AUTHORITY and the SPONSOR, or state of federal law. The GOVERNING AUTHORITY is ultimately responsible for the implementation of all terms of its contract with the SPONSOR, and its contract with a Management Company does not delegate this responsibility.

Appendix 4

Bylaws of T2 Honors Academy

Article 1 Offices

Section 1. Principal Office

The principal office of the corporation is located in Cuyahoga County, State of Ohio.

Section 2. Change of Address

The designation of the county or state of the corporation's principal office may be changed by amendment of these Bylaws. The Board of Directors may change the principal office from one location to another within the named county noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these ByLaws:

New Address:		
	Dated:	, 20
New Address:	• •	
	Dated:	, 20
New Address:		,
	Dated:	, 20

Section 3. Other Offices

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The corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the board may, from time to time, designate.

Article 2 Nonprofit Purposes

Section 1. IRC Section 501 (c)(3) Purposes

This corporation is organized exclusively for one or more of the purposes as specified in Section 501 (c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c)(3) of the Internal Revenue Code.

Section 2. Specific Objectives and Purposes

The specific objectives and purposes of this corporation shall be: The education of Children in grades K through 12

Article 3 Directors

Section 1. Number

The corporation shall have 5 to 7 directors and collectively they shall be known as the Board of Directors.

Section 2. Qualifications

Directors shall be of the age of majority in this state. Other qualifications for directors of this corporation shall be as follows: Each developer / board member will have the requisite education, certifications, experience, knowledge, and skills necessary to assist the board in the effective operation of the school. A broad spectrum of community representation is sought in board members.

Section 3. Powers

Subject to the provisions of the laws of this state and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 4. Duties

It shall be the duty of the directors to:

a. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

- b. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
- c. Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly;
- d. Meet at such times and places as required by these Bylaws;
- e. Register their addresses with the Secretary of the corporation, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

Section 5. Term of Office

The original directors will initially serve a three-year term, and may serve subsequent consecutive two-year terms. The remaining directors shall be elected to two-year terms. These Board members shall be elected to, and serve, subsequent two-year terms. Each director shall hold office for a period of two-year and until his or her successor is elected and qualifies.

Section 6. Compensation

Directors shall serve without compensation except that a reasonable fee may be paid to directors for attending regular and special meetings of the board. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

Section 7. Place of Meetings

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such other place as may be designated from time to time by resolution of the Board of Directors.

Section 8. Regular Meetings

There shall be a minimum of five regular meetings of the Board each year, one of which shall be the annual meeting held on a date to be determined by the Board. Meetings will be held at the school, or such other location, as the Board may deem appropriate. Ordinarily, the Board will meet on the fourth Thursday of September, November, January, March, May, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the day before. The Board may meet monthly, depending on the business necessary to be transacted. At the regular meeting of directors held July 26, 2013, officers shall be elected by the Board of Directors. Voting for the election of officer and directors shall be by written ballot. Each director shall cast one vote per candidate, and may vote for as many candidates as the number of candidates to be elected to the board. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected to serve on the board.

Section 9. Special Meetings

Special meetings of the Board of Directors may be called by the Chairperson of the Board, the President, the Vice President, the Secretary, by any two directors, or, if different, by the persons specially authorized under the corporation or, if different, at the place designated by the person or persons calling the special meeting.

Section 10. Notice of Meetings

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:

- a. Regular Meetings. The Secretary Shall give notice of every Board meeting including the Annual Meeting, to each member of the Board, designating the time and place of such meeting. In addition, the Secretary shall post a copy of the notice of all meetings in a prominent place on the school premises and on local community bulletin boards (such as library, city hall or community center), and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the cost of mailing. Notices shall be given not more than (10) days nor less than (3) days prior to the date of such meeting.
- b. Specials Meetings. At least one week prior notice shall be given by the Secretary of the Corporation to each director of each special meeting of the board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine, or by e-mail, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting. In the case of facsimile notification, the directors to be contacted shall acknowledge personal receipt of the facsimile notice by a return message or telephone call within twenty-four hours of the first facsimile transmission.
- c. Open Meetings. Meetings of the Board shall be open to the public, unless the Board votes, in open session to hold an executive session for the same reasons and in compliance with laws applicable to elected bodies within the State of Ohio. The discussions held during an executive session shall be confidential. The Board shall comply with the Sunshine Law (R.C. 121.122) and the Public Records Act (R.C. 149.43)
- **d.** Waiver of Notice. Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the Articles of Incorporation, these Bylaws or the law of this state, a

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waiver of notice in writing signed by the directors, whether before or after the time of the meeting shall be equivalent to the giving of such notice.

Section 11. Quorum for Meetings

A quorum shall consist of a simple majority of the members of the Board of Directors.

Except as otherwise provided under the Articles of Incorporation, these Bylaws or provisions of law, no business shall be considered by the board at any meeting at which the required quorum is not present, and the only motion which the chair shall entertain at such meeting is a motion to adjourn.

Section 12. Majority Action as Board Action

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation, these Bylaws or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 13. Conduct of Meetings

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or if no such person has been so designated or, in his or her absence, the President of the corporation or, in his or her absence, by the Vice President of the corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the board of directors, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws or with provisions of law.

Section 14. Vacancies

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

Any director may resign effective upon giving written notice to the Chairperson of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director of directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state.

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Unless otherwise prohibited by the Articles of Incorporation, these Bylaws or provisions of law, vacancies on the board may be filled by approval of the Board of Directors. If the number of directors then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the directors then in office or by a sole remaining director. A person elected to fill a vacancy on the board shall hold office until the next election of the Board of Directors or until his or her death, resignation or removal from office.

Section 15. Nonliability of Directors

The directors shall not be personally liable for the debts, liabilities or other obligations of the corporation.

Section 16. Indemnification by Corporation of Directors and Officers

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

Section 17. Insurance For Corporate Agents

Except as may be otherwise provided under provisions of law, the Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

Article 4

Officers

Section 1. Designation of Officers

The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer. The corporation may also have a Chairperson of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other such officers with such titles as may be determined from time to time by the Board of Directors.

Section 2. Qualifications

Any director may serve as officer of this corporation.

Section 3. Election and Term of Office

Officers shall be elected by the Board of Directors, at the first board meeting after the annual meeting. Nay member of the Board may nominate any other board member, and election shall be by a majority vote of the members present.

Section 4. Removal and Resignation

Any officer may be removed either with or without cause, by the Board of Directors at any time. Officers may be removed from office for repeated failure to attend meetings of the Board; failure to perform duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit T² Honors Academy; of for any other cause deemed sufficient by affirmative vote of the members of the Board. The board member to be removed shall be given fourteen (14) days notice of the proposed action, and an opportunity to address the Board prior to the Board voting on the proposed removal. The decision of the Board is final. The remaining board members shall nominate and elect a Board member to complete the remainder of the term of the removed officer. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

Section 5. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification or otherwise of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. Duties of President

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation or by these Bylaws or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, the President shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation or by these Bylaws, he or she shall in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks or other instruments which may from time to be authorized by the Board of Directors.

Section 7. Duties of Vice President

In the absence of the President, or in the event of his or her inability or refusal to act the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions on the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law by the Articles of Incorporation or by these Bylaws or as may be prescribed by the Board of Directors.

Section 8: Duties of Secretary

The Secretary shall:

Certify and keep at the principal office of the corporation the original or a copy of these Bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine a book of minutes of all meetings of the directors, and if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special how called, how notice thereof was given, the names of those present or represented at the meeting and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

Be custodian of the records. Keep at the principal office of the corporation a roster containing the name and address of each board members, and in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney on request therefore, the Bylaws, the membership book and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation or by these Bylaws or which may b assigned to him or her from time to time by the Board of Directors.

Section 9. Duties Of Treasurer

The Treasurer shall:

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney on request therefor.

Render to the President and directors, whenever requested an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation. Prepare, or cause to be prepared and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation or by these Bylaws or which may be assigned to him or her from time to time by the Board of Directors.

Section 10. Compensation

The salaries of the officers, if any, shall be fixed from time to time by resolution of the Board of Directors. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation.

Article 5

Committees

Section 1. Executive Committee

The Board of Directors may, by a majority vote of its members, designate an Executive Committee consisting of three Board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and except as may otherwise be provided, by provisions of law.

By majority vote of its members, the board may at any time revoke or modify any or all of the Executive Committee authority so delegated, increase or decrease but not below two (2) the number of the members of the Executive Committee and fill vacancies on the Executive Committee from the members of the Board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records and report the same to the board from time to time as the board may require.

Section 2. Other Committees

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Section 3. Meetings and Action of Committees

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution

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of the Board of Directors or y the committee. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

Article 6

Execution of Instruments, Deposits and Funds

Section 1. Execution of Instruments

The Board of Directors, except as otherwise provided in these Bylaws, may be resolution authorized any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances. Unless so authorized, no officer, gent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the nonprofit purposes of this corporation.

Article 7

Corporate Records and Reports

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office:

- a. Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given and the names of those present and the proceedings thereof,
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- c. A record of its members, their names and addresses and the termination date of any membership;
- d. A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. Periodic Report

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state and/or to the Sponsor, of this corporation, to be so prepared and delivered within the time limits set by law.

Article 8

IRC 501(c)(3) Tax Exemption Provisions

Section 1. Limitations on Activities

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by section 501(h) of the Internal Revenue Code), and this 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 provisions of these Bylaws, this corporation shall not carry on any 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 shall be, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. Prohibition Against Private Inurement

No part of the net earnings of this corporation shall inure to the benefit of, or be distributed to, its members, directors or trustees, 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 of this corporation.
Section 3. Distribution of Assets

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

Section 4. Private Foundation Requirements and Restrictions

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article 9

Amendment of Bylaws

Section 1. Amendment

Subject to the power of the members, if any, of this corporation to adopt, amend or repeal the Bylaws of this corporation and except as may otherwise be specified under provisions of law, these Bylaws, or any of them, may be altered, amended or repealed and new Bylaws adopted by approval of the Board of Directors.

Article 10

Construction and Terms

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of this corporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter, Corporate Charter or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws consisting of $\cancel{22}$ preceding pages, as the Bylaws of this corporation.

4/1/14 Dated:

Board of Directors: (print)



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Appendix 5

April 24, 2018

Dr. India Ford, Superintendent T2 Honors Academy 18450 S. Miles Road Warrensville Heights, Ohio 44128

This Contract is made and entered into by and between Dholt Consultants, LLC, hereinafter referred to as the "Contractor", and T2 Honors Academy {T2} to serve as Treasurer effective July 1, 2018 to June 30, 2019.

PURPOSE

The purpose of this contract is to assist the T2 with financial services as it relates to the requirements of the Auditor of State and any rules and regulations to be in compliance with the Ohio Revised Code.

SCOPE OF WORK

The contractor will provide and maintain the following expectations:

- Responsibility of maintaining licensure and bondage in accordance with the Ohio Department of Education treasurer Licensure standards.
- Accountable for the review of expenditures and budget of T2.
- Responsible for developing budgets in accordance with deadlines and requests from Ohio Department of Educations and T2 Board of Directors.
- Completes payroll twice a month-15'h and 30'h along with all expected liability payments on behalf of the school.
- Responsible for the completion and submissions of the CCIP in collaboration with the Director of the School.
- Responsible for staying abreast of the deadlines for reporting financial documentation to the Ohio Department of Education.
- Conducts bi-weekly meeting with the Director of T2 to discuss financial issues, problems, or concerns.
- Submits and presents a monthly financial report via email prior to board meetings and via in person or by phone conference. Weather permitting; board report will be presented via skype or other telecommunications.
- Allocates any additional dollars donated to T2 and accounts for expenditures of said dollars in accordance with USAS.
- Discusses tough concerns to assure the financial strength of the school program.
- Answers any questions of the staff regarding issues or problems with payroll.
- Serves as liaison between the Auditor of State and T2 to conduct the annual financial audit.
- Prepares tax returns (990) and 1099s.
- Submits monthly financial report(s) to the sponsor (Ohio Department of Education).
- Research and submit potential grants for funding opportunities; advise board of grants available.
- Completes any other duties deemed necessary by the Director or Sponsor of the School.

T2 Honors Academy April 24, 2018 Page 2

BILLING PROCEDURES

The T2 will pay Contractor on a monthly basis \$3,000 on the 1¹¹ of each month, no later than 10business days of said month.

The T2 may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor falls to satisfactorily comply with any term or condition of this contract. The termination must allow a 30 day notice in writing to Contractor to fulfill any remaining obligations.

MANAGEMENT RESPONSIBILITIES

Delivery of the above services will require the complete cooperation of management that may include hours outside the normal workday, support documents off-site, assistance from staff, and utilization of equipment.

If Contractor elects to terminate its services, the engagement will be deemed to have been completed upon written notification of termination (30 days). The T2 will be responsible and obligated to compensate Contractor for all time expended through the date of termination.

SCHOOL CLOSURE REQUIREMENTS

In the event of a school closure, the treasurer will be responsible for closing the financial dealings of the school. S/he would be required to work closely with the auditor of state to assure all items are supplied within the timeframe outlined within the ORC. With the assistance of the superintendent, the treasurer will be required to have data submitted, records must be properly distributed, assets must be properly disposed with dates recorded, and a final FTE review scheduled within 7 **business** days. The treasurer is also responsible for scheduling the final state audit within 30 days of the closure while student original records are on site for the final FTE review and final state audit.

INDEMNIFICATION

The T2 agrees that it shall defend, hold harmless, and indemnify the Contractor from any and all demands, claims, suits, actions, and legal proceedings brought against the Contractor in her individual capacity, provided the incident arose while the Contractor was acting in good faith and not manifestly outside the scope of her responsibilities. This indemnification includes all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, that arise from the act or omissions of the Contractor while acting within the scope of Contractor's contract with the T2, and the good faith belief that such conduct was lawful and in the best interest of the T2 and its schools.

In the event that the services described herein meet with the approval of you and your Board, please sign and date in the space provided below and return it to the Contractor.

Best Regards,

Dholt Consultants, LLC Darlene Holt Licensed School Treasurer

Tonya Black Board President

manner as may be applied and expected by the Sponsor of otherwisecomparable Sponsor schools.

- b. Business Days. As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- c. Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.
- d. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement, second, the attachments, and last the application.

Executed by the following on the dates provided below.

Ohio Department of Education

SCHOOL

Paolo DeMaria Superintendent of Public Instruction

by: James Sach

Date: May 16, 2019_

Date:

THE CINCINNATI INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 0576699 Bond Amount: \$50,000.00 Bond Origination Date: November 1, 2014

Principal:

Darlene Holt 1695 SUGARMAPLE DR COLUMBUS, OH 43229-5261

Obligee: T2 Honors Academy

18450 S MILES RD CLEVELAND, OH 44128-4236

It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 11/01/2019

Signed and sealed this 11th day of october 2018



THE CINCINNATI INSURANCE COMPANY

ATTORNEY-IN-FACT

Katherine Simmons

Agency: Zito Insurance Agency, Inc. 34056 8339 Tyler Blvd Mentor, OH 44060

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

0576699

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Katherine Simmons

Mentor, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal of and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, Thirty Million and No/100 Dollars (\$30,000,000.00). This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company

at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by RESOLVED, that the signature of the President or a vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.' IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its average and bearing 2007.

corporate seal, duly attested by its Vice President this 1st day of April, 2007.



) ss:

THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date, Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. this 11th day of October 2018



Bugny J Schlaem Secretary

Appendix 6

Appendix 7

Operator/Management Company Agreement Guidelines

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

available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

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

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

Appendix 8

Attachment 1

Attachment 1

Opening Conditions

The Office of School Sponsorship follows the Ohio Department of Education Sponsor Opening Assurances as modified from time to time. A current copy of the Opening Assurance is attached for the School.

The Sponsor will check all applicable items in the current Sponsor Opening Assurances as posted on the Department's website at least fifteen business days prior to the opening of the school. Generally, the Sponsor requires following items to be provided to the Sponsor either in an Epicenter submission or e-mail prior to the opening site visit:

- A copy of the current operator contract between the School and its operator.
- The School's plan for providing special education and related services to students with disabilities. This plan must include evidence that the school has the capacity to provide the special education services in compliance with Ohio law, Federal law and HQT requirements.
- A copy of the School's plan for administering a; state achievement and diagnostic assessments.
- Total enrollment for the school year.
- Copy of the contract with the treasurer.
- Current certificate of occupancy for the school building
- A copy of proof of liability insurance if not already provided.
- Copy of health safety inspection.
- Copy of the fire inspection.
- Copy of the food permit (if applicable).

Office of Community Schools

2018-2019 Sponsor Opening Assurances

Ohio Revised Code 3314.19 and Ohio Administrative Code 3301-102-05

Please complete a separate form for each facility associated with this school's IRN.

Date of visit to school facility:

School Name and Facility Address:

Instructions

<u>State law</u> requires the sponsor of each community school to annually provide opening assurances to the Ohio Department of Education no later than **10 business days** prior to the opening of the school. The opening of the school includes the first day of instruction for the current academic year, a change of school location, or the opening of a new or additional facility for the school.

Please complete all applicable sections.

- a. Complete Section I for all schools.
- b. Complete Section II if your school operates using a blended learning model as defined by Ohio Revised Code (ORC) 3301.079.
- c. Complete Section III if the school operates a dropout prevention and recovery model.

All sponsors must sign the attestation on the last page of the opening assurances. Instructions for filing are included at the end of the document.

Sponsor Information

Please check all that apply:

First day of instruction in the current academic year

Change of location

Addition of a new facility

First day of instruction for 2018-2019 school year

Sponsor Name	· · · · · · · · · · · · · · · · · · ·			·
				· · · · · · · · · · · · · · · · · · ·
Sponsor IRN	·			<u>_</u>
School Name				
School IRN	、			
School Superintendent		· · · · · · · · · · · · · · · · · · ·		
Superintendent's Telephon	e Number			
Superintendent's Email Add	dress			
	Scho	ol Information		
School's Website				
		· · · · · · · · · · · · · · · · · · ·		
School's Physical Street Ad	dress			
	· · · · · · · · · · · · · · · · · · ·			
City, State	Zip Code	County		
School Building Main Telep	hone Number		·	······
		· · · · · · · · · · · · · · · · · · ·		
School Email (if applicable)		·]
School Fax Number				
Mailing Address (if different	from facility addres	ss)		
City, State	Zip Code	County		

Are there multiple facilities/locations associated with this school IRN?

Yes

No

If yes, please list all facilities/locations associated with this school's IRN and grade levels served at each location.

Grade levels authorized per contract:

Grade levels currently served:

OEDS Administrator's Name:

OEDS Administrator's Email Address:

School Operator/Management Company Services

Does the school contract with an operator or management company? (See <u>ORC 3314.02 (A)(8)</u> for definition of operator.)



If the school contracts with an operator or management company, please complete all questions in the School Operator/Management Company section. Districts and educational service centers that sell services to community schools may qualify as operators under state law.

Operator or Management Company Name:

Operator or Management Company IRN:

Operator or Management Company EIN:

Please indicate whether the school's operator is a charter management organization (CMO), an education management organization (EMO) or another type of organization.

- Charter Management Organization (CMO) A nonprofit organization that operates or manages two
 or more charter schools (i.e., either through a contract with the charter schools or as the charter holder)
 linked by centralized support, operations and oversight.
- Education Management Organization (EMO) A for-profit entity that contracts with new or existing
 public school districts, charter school districts and charter schools to manage charter schools by
 centralizing support, operations and oversight.
- Other An organization such as a school district or educational service center that is not a CMO or EMO and that provides management, instructional or support services to one or more charter schools.

The operator is a charter management organization (CMO).

The operator is an education management organization (EMO).

The operator is an**other type of organization**.

All contracts between the operator and the community school for management, fiscal, instructional, or support services have been submitted to the Department.

 Yes
 No

 Comments/Explanation

SECTION I

ASSURANCES

In accordance with ORC 3314.19, please provide assurances by answering yes or no to the following. If the answer to a question is no, please provide an explanation.

The pre-opening site visit occurred prior to the school opening for the 2018-2019 school year.

Yes	No

Comments/Explanation

A current copy of the contract (including all amendments or addendums) between the sponsor and the governing authority of the school entered into under ORC 3314.03 has been submitted to the Office of Community Schools.

Yes		No
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Comments/Explanation

			- · · · · · · · · · · · · · · · · · · ·
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			1

The sponsor has received and reviewed a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with ORC 3323 and federal law including HQT requirements.

Ye	es No		
Comments/Exp	lanation	 4	

The school has a plan and procedures in place that meets all state requirements for administering the achievement and diagnostic assessments prescribed by ORC 3301.0710, 3301.0712 and 3301.0715.

	Yes	No			
Comments/I	Explanat	lion	 	 	

The school personnel have the necessary training, knowledge and resources to properly use and submit accurate information to all databases maintained by the Department for the collection of education data, including the Education Management Information System (EMIS) and its subsystem, ODDEX, established under ORC 3301.0714 in accordance with methods and timelines established under ORC 3314.17.

Yes	No		i
Comments/Explana	ation		
· · · · ·			

The sponsor has reviewed all required information about the school in the Ohio Educational Directory System (OEDS) or any successor system and verified that all information is current and correct.

Yes No	
Comments/Explanation	

The sponsor has verified the school currently has at least 25 students enrolled for the 2018-2019 school year, the minimum number of students required by division (A)(11)(a) of ORC 3314.03.

	Yes	No

Comments/Explanation

All classroom teachers are licensed in accordance with ORC 3319.22 to 3319.31, except for non-certificated persons engaged to teach up to 12 hours per week pursuant to ORC 3319.301.

	Yes		No				
Comments/I	Explanat	ion		·	 		
L				·	 	 	

The school's fiscal officer is in compliance with ORC <u>3314.011</u>. (Please review ORC 3314.011 carefully and ensure the school has a designated fiscal officer that is either: a) employed under a contract with the governing authority of the school; or b) the governing authority adopted a resolution waiving the requirement and the sponsor approved the resolution.)

	Yes
--	-----

No

Please explain which option applies to this school.

Fiscal Officer's (Treasurer's) Name

Treasurer's License Number and Expiration Date of License

Fiscal Officer's Telephone Number

Fiscal Officer's Email Address

The school has complied with ORC 3319.39 and 3319.391. The school has on file both BCI and FBI criminal records checks for all licensed and unlicensed employees, including private contractors providing on- and off-site student services and that the school has conducted criminal records checks of each of its governing authority members.

Yes	

Comments/Explanation

The school provided evidence of all the following to the sponsor.

Evidence of property ownership or a lease for the facilities used by the school.

Yes

| No

No

Please explain which circumstance applies to this school, including the lender's or lesso	r's
name and the term of the mortgage or lease.	

A current certificate of occupancy.

No

Please indicate the date the certificate of occupancy was issued.

Proof of liability insurance for the school, as required by division (A)(11)(b) of ORC 3314.03; and the sponsor agrees that the liability insurance is sufficient to provide for the potential liability of the school.

Yes	
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Please include carrier name, term of policy and expiration date.

No

A satisfactory health safety inspection (or school environmental health and safety inspection form).

Yes No	
Please indicate date of inspection, and the organization that conducted the inspection.	

A satisfactory fire inspection. If the fire inspection resulted in any findings or required corrective actions, please describe those findings or corrective actions and provide dates and information that each identified item was corrected. (Fire inspection must be conducted annually in coordination with local jurisdictions. A satisfactory fire inspection must be completed within the current school year.)

Yes

___ No

Please include date of inspection or additional comments/explanation.

If offering food services, a valid food permit.

(Schools and sponsors must adhere to all applicable state and federal requirements.)

Yes	Not Applicable
Comments/Explanation)n
In addition to the as	surances required by ORC 3314.19, please attest to the following:
The sponsor has co facility or changes le	nducted a pre-opening site visit prior to any time a school opens a new ocations.
Yes If no, please explain.	No
The school is in full	compliance with ORC 3313.536 regarding School Emergency Plans.
Yes	Νο
lf no, please explain.	
	d a five-year forecast of operational revenues and expenditures in C 3301-92-04 and pursuant to rules adopted by the Department and the
Yes	No
if no, please explain.	

The sponsor has monitored and evaluated the school's short- and long-term financial stability and viability.

Yes	No		
If no, please explain.			

The sponsor has a plan to assume operation of its sponsored schools to complete the 2018-2019 school year if necessary.

Yes

No

If no, please explain.

The school has met all the sponsor's requirements for opening and any other requirements of the sponsor.

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If no, please explain and list additional requirements and status of compliance.

S		C		0	N	Second Second
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BLENDED LEARNING

Does the school plan to utilize a blended learning model, as defined in ORC 3301.079, during the 2018-2019 school year?



Did the school submit a blended learning declaration on or before July 1 of the school year in which the school plans to utilize a blended learning model?



If yes, please complete all questions in the blended learning section if this school operates using one or more **blended learning models**. If your answer is no, you may skip this section. Please see the Department's guidance regarding blended learning here.

Has the sponsor approved all blended learning model or models that will be used by the school during 2018-2019?

	Yes		No
المحمد المحمد الم		L	

Comments/Explanation

Please indicate the specific blended learning model or models that will be used by the school.

Please list specific page numbers within the community school contract, education plan and or addendums to the contract where the description of blended learning model or models used by the school may be found. (See Ohio Department of Education guidance regarding House Bill 2 and blended learning models <u>here</u>.)

Does the sponsor-school contract executed under ORC 3314.03 include a description of how student instructional needs will be determined and documented?

Yes No
Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how the school will assess, document and address students instructional needs.
Is a board approved policy or procedure included in the sponsor-school contract, education plan, or addendums?
Yes No
Please list specific page numbers of relevant policies and procedures within the community school contract, education plan or addendums.
Has the sponsor reviewed and approved the method to be used for determining competency, granting credit and promoting students to higher grade levels?
Yes No
Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the method to be used by the school for determining competency, granting credit and promoting students to higher grade levels.
Has the sponsor reviewed and approved the school's attendance policy, including how the school will document participation in learning opportunities?
Yes No
Does the attendance policy meet all requirements in state law?
Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the school's attendance requirements, including how the school will document participation in learning opportunities.

Has the sponsor reviewed statements describing and evidence (policies/procedures) detailing how student progress will be monitored?
Yes No
Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how student progress will be monitored by the school. If the community school contract does not specify how student progress will be monitored, please submit a copy of the policy/procedure.
Has the sponsor reviewed policies and procedures that describe how private student data will be protected?
Yes No
Do the policies/procedures meet all legal requirements under state and federal law?
Yes No
Please list specific page numbers within the community school contract, education plan contract addendums or policies that describe how private student data will be protected by the school.
Has the sponsor reviewed a description of the professional development activities (specific to blended learning instruction) that will be offered to teachers?
Yes No
Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the professional development activities (specific to blending learning instruction) that will be offered to teachers by the school during the 2018-2019 school year.

I, sponsor of the above community school, affirm that the school meets all requirements to operate using a blended learning model.



I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to operate using a blended learning model.



I, sponsor of the above community school, affirm that the community school has submitted a blended learning declaration to operate using a blended learning model.

Yes	No
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If you answered no to any of the above affirmations regarding requirements related to this school utilizing blended learning, please provide an explanation here.

ξ.		

SECTION III

DROPOUT PREVENTION AND RECOVERY REPORT CARD DESIGNATION

Did the sponsor and school apply for designation as a dropout prevention and recovery community school for the 2018-2019 school year?

Yes	No

If yes, please complete all items in the dropout recovery section. If your answer is no, you may skip this section. Please see Department guidance regarding dropout recovery community school requirements here.

The school meets all requirements outlined in Ohio Administrative Code (OAC) 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

Yes

No

14 2018-2019 Sponsor Opening Assurances June 2018

Please list specific page numbers within the community school contract that detail how this community school meets the criteria outlined in OAC 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

The sponsor reviewed evidence that the school meets all requirements and the school will comply with all requirements (including required state-mandated assessments) that apply to dropout prevention and recovery schools.



No

The sponsor has reviewed the school's education plan, and the plan meets the requirements outlined in statute to be eligible for the dropout prevention and recovery report card designation.

	Yes		No
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I, sponsor of the above community school, affirm that the school meets all requirements to be eligible for the dropout prevention and recovery report card designation.

Yes		No
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I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to be eligible for the dropout prevention and recovery report card designation.



Yes

No

Addendum to Sponsor Opening Assurances (New Schools Only)

Ohio Revised Code 3314.191 Ohio Revised Code 3314.50

Instructions

In accordance with Ohio Revised Code 3314.191, the Ohio Department of Education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following in ORC <u>3314.191</u>.

Sponsors of community schools opening for the first year of operation in 2018-2019 must complete this addendum and sign the attestation on the last page of the addendum. Instructions for filing are included at the end of the document.

Ohio Revised Code 3314.191

Prerequisites for Payments from Department

Notwithstanding any provision to the contrary in the Revised Code, the department of education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following:

(A) The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.

(B) The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.

(C) The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.

(D) The chief administrator of the community school actively is managing daily operations at the school.

(E) The projected enrollment reported to the department is accurate.

Sponsor Information
Did your organization receive a rating of effective or higher on the most recent sponsor evaluation?
Yes No
Please indicate the first year of operation of the community school.
Prerequisites for Payments from Department
In accordance with ORC 3314.191, please provide assurances by answering yes or no to the following. If the answer to a question is a no, please provide an explanation.
The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.
Yes No
Comments/Explanation
The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.
Yes No
Comments/Explanation
The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.
Yes No
Comments/Explanation

The chief administrator of the community school is actively managing daily operations at the school.

	Yes	No			
Com	ments/Explanation				<u>-</u>
Nam	e of chief administrator		1	,	
The p	projected enrollment rep	orted to the Departn	nent is accurate.		
	Yes	No			
Com	ments/Explanation				
				e	
		Bond Re	quirement		
	wing. If the answer to a the community school	-	•		
Comr	ments/Explanation)
Pleas fulfill	se review ORC 3314.50 ed.	and indicate whic	h of the following req	uirements the	school has
	The governing authorit auditor of state.	ty of the school has	posted a bond in the ar	nount of \$50,0	00 with the
		aoverning authority	of the school, the scho	ol'e enoneor o	
	•	h the school has dep	posited with the auditor		•
	that has a contract with amount of \$50,000 as	h the school has dep guarantee of payme	posited with the auditor	of state cash i	n the
In lieu of a bond or cash deposit, the school's sponsor or an operator that has a contract with the school provided a written guarantee of payment, which shall obligate the school's sponsor or the operator that provides the written guarantee to pay the cost of audits of the school under ORC 3314.50 up to the amount of \$50,000.

Indicate which entity provided written guarantee of payment.

Comments/Explanation

Sponsor Attestation of Assurances

By signing, I attest that I have reviewed the above information and it is true and accurate to the best of my knowledge.

Sponsor Representative Signature Print Name

Date

This form can be signed by hand or electronically by clicking "Fill & Sign" in the toolbar. Once clicked, options will appear. Click "Place Signature" and a new box will appear. You can create a new electronic signature or add an existing password protected signature.

SUBMISSION INSTRUCTIONS:

Sponsors are required to electronically submit a completed 2018-2019 Sponsor Opening Assurances form to Epicenter following the process below.

- 1. Log in to Epicenter at <u>http://epicenternow.org/</u>.
- 2. Click the **Sign In** link at the top of the screen.
- 3. Enter your username and password.
- 4. Click Document Center.
- 5. On the Document Center page, click the Submission Upload button.
- 6. For Entity Type, select school.
- 7. For Submission Type, select **Sponsor Assurance Form**.
- 8. For Entities, select the appropriate school by checking the box next to the school name.
- 9. Enter required information.
- 10. Click **Upload New File** button to upload your document.
- 11. (Optional) Type a brief message to the reviewer.
- 12. Click Submit.

The Office of Community Schools and your consultant will use this site to access your submissions. If you have additional questions or if you are unable to view any of the information described above, please contact your lead consultant.

Ohio Department of Education Office of Community Schools 25 South Front Street, Mail Stop 307 Columbus, OH 43215-4183 Telephone: (614) 466-7058 Fax: (614) 466-8506 www.education.ohio.gov

Attachment 2

1

Ohio School Report Cards

Ohio School Report Cards



T2 Honors Academy

Districts and schools report information for the Ohio School Report Cards on specific marks of performance, called measures, within broad categories called components. They receive grades for up to ten measures and six components.

Achievement

The Achievement Component represents whether student performance on state tests met established thresholds and how well students performed on tests overall. A new indicator measures chronic absenteeism.

Performance Index 46.2% Indicators Met 15.4%

Graduation Rate

The Graduation Rate component looks at the percent of students who are successfully finishing high school with a diploma in four or five years.

Graduation Rates

0.0%	of students	graduated	in 4 years
0.0%	of students	graduated	in 5 years



Component

Grade



Progress The Progress component

looks closely at the growth that all students are making based on their past performances.

Value-Added
Overall
Gifted
Lowest 20% in Achievement
Students with Disabilities



Component Grade

С NR в NR



The Gap Closing component shows how well schools are meeting the performance expectations for our most vulnerable students in English language arts, math, graduation and English language proficiency. Annual Measurable Objectives



Grade

81.7%



Prepared for

Whether training in a technical field or preparing for work or college, the Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities.



Component Grade

F **Improving At-Risk**

F



Component Grade

successful the school is at improving at-risk K-3

NR NR

readers.

K-3 Readers

Improving At-Risk K-3 Readers 0.0%

This component looks at how



NR

Component

Grade

Success

В

https://reportcard.education.ohio.gov/school/print/014904



T-SQUARED HONORS ACADEMY

COMPREHENSIVE SCHOOL IMPROVEMENT

"The greatness comes not when things go always good for you. But the greatness comes when you're really tested, when you take some knocks, some disappointments, when sadness comes. Because only if you've been in the deepest valley can you ever know how magnificent it is to be on the highest mountain." — Richard M. Nixon

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T-SQUARED HONORS ACADEMY

COMPREHENSIVE SCHOOL

I. PURPOSE

Statistics proved that year four of the Academy was not a struggle socially, however, as scores would show we are still missing something. We have continued to implement the weekly assessments and we will remain with its implementation. Yet, we will change our approach to educating the students. This past school year has not been one of improved achievement passage rates, but many students did show growth. We will continue to implement a number of phases that will be targeted to increase achievement for the students we service.

Student academic growth will be the overall focus, not actually passing the test. We will be changing our approach in educating the students to better align with the school philosophy of Project Based (Hands On) Learning (PBL). "WHEN ALL ELSE FAILS, TRY, TRY AGAIN."--UNKNOWN

The greatest accomplishment is not in never falling, but in rising again after you fall.

--Vince Lombardi

II. ACHIEVEMENT

SUBJECT	PASSAGE	PASSAGE	PASSAGE
	RATE 15-16	RATE 16-17	RATE 17-18
6 th Reading	0%	8%	N/A
6 th Math	0%	8%	N/A
6 th Social Studies	6%	8%	N/A
7 th Reading	19%	29%	30%
8 th Reading	24%	21%	0%
9 th Reading	33%	29%	47%
10 th Reading	44%	15%	38%
7 th Math	6%	7%	20%
8 th Math	9%	29%	13%
9 th Algebra I	11%	6%	13%
10 th Geometry	25%	4%	5%
8 th Science	25%	31%	6%
9th Physical Science	26%	28%	21%
10 th Biology	63%	35%	41%
10 th American History	75%	35%	39%
11 th Government	N/A	81%	82%

III. OVERALL PASSAGE RATES

SUBJECT	PASSAGE RATE 15-16	PASSAGE RATE 16-17	PASSAGE RATE 17-18
Reading	24%	20.4%	29%
Math	10.2%	10.8%	13%
Science	40.5%	31%	23%
Social Studies	38%	41%	61%

IV. END OF THE YEAR WITHDRAWAL RATE

2014-2015	EFT	WDR	2015-2016	EFT	WDR
12.5%	48	6	24%	96	23
2016-17	EFT	WDR	2017-18	EFT	WDR
22%	102	22	13%	114	15

PARENT REASONS FOR WITHDRAWAL

2014-2015	%	REASON
	11.5%	Moved
	1%	Student did not like the school

2015-2016	%	REASON	
2	9%	Discipline was inconsistent	
1	4%	Dr. Ford/Mr. Green are unfair	
7	30%	Teachers—unorganized, weren't putting grades in the gradebook, losing papers, scared of the students, unable to manage their classes	
5	22%	Parent felt student needed "high school" experience	
3	13%	Other/Moved/Student Dissatisfaction	
5	22%	School Removal/Non-Invite	

2016-2017	%	REASON	• • • • • • • • • • • • • • • • • • •
1	5%	Student didn't get along with other students	
7	35%	Student didn't like the school	
1	5%	Too much work/projects	
10	50%	High School Experience	
1	5%	Moved	

2017-2018	%	REASON
7	50%	Moved
4	29%	Parent Dissatisfaction/ Student didn't like the school
3	21%	High School Experience

V. GROWTH MEASURES—2016-17

	2+ Years at T-	#Increased Scores	% Growth
-	Squared		
7 th Reading	7	7	100%
8 th Reading	10	8	80%
9 th Reading	13	9	69%
10 th Reading	17	10	59%
7 th Math	7	5	71%
8 th Math	10	8	80%
9 th Algebra I	13	8	62%
10 th Geometry	17	5	29%

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10 th American History	17	5	29%
11 th Government	13	13	100%
9 th Science	13	8	62%
10 th Science	17	9	53%

VI. STATE/SCHOOL AVERAGE COMPARISON—2015-16

SUBJECT	T-SQUARED	STATE	DIFFERENCE
	AVRGE	AVRGE	
English I	689	704	-15
English II	687	703	-16
Reading 8	681	698	-17
Reading 7	659	705	-46
Reading 6	654	706	-52
Geometry	679	701	-22
Algebra I	675	702	-27
Math 8	673	700	-27
Math 7	672	705	-33
Math 6	658	707	-49
Biology	704	712	-8
Physical Science	687	688	-1
Science 8	680	718	-38
American History	709	717	-8
Social Studies 6	659	711	-52

VII. STATE/SCHOOL AVERAGE COMPARISON—2016-17

SUBJECT	T-SQUARED	STATE	DIFFERENCE
	AVRGE	AVRGE	
English I	688	708	-20
English II	690	705	-15
Reading 8	675	698	-23
Reading 7	684	706	-22
Reading 6	657	707	-50
Geometry	666	698	-32
Algebra I	674	702	-28
Math 8	686	701	-15
Math 7	671	706	-35
Math 6	665	709	-44
Biology	689	713	-24
Physical Science	686	685	1
Science 8	672	716	-44
American History	696	716	-20
Social Studies 6	657	713	-56
Government	718	711	7

VIII.

STATE/SCHOOL AVERAGE COMPARISON-2017-18

SUBJECT	T-SQUARED	STATE	DIFFERENCE
	AVRGE	AVRGE	
English I	700	703	-3
English II	698	702	-4
Reading 8	669	700	-31
Reading 7	681	703	-22
Geometry	659	692	-33
Algebra I	685	703	-18
Math 8	674	701	-27
Math 7	674	703	-29
Biology	695	715	-20
Physical Science	690	680	10
Science 8	667	718	-51
American History	697	716	-19
Government	710	712	-2

IX. GOALS

GOAL ITEM	%		
End of the year withdrawal rate	Below 12%		
Reading Passage Rate	Above 60%		
Math Passage Rate	Above 45%		
Science Passage Rate	Above 40%		
Social Studies Passage Rate	Above 70%		
Attendance Rate	Above 93%		

X. EXPECTED PASSAGE RATE—2017-18

EDUCATOR	SUBJECT	PASSAGE
		RATE
	7 th Reading	60%
	8 th Reading	60%
	9 th Reading	60%
	10 th Reading	70%
	7 th Math	50%
	8 th Math	50%
	9 th Algebra I	60%
	10 th Geometry	50%
	8 th Science	50%
	9 th Physical Science	50%
	10 th Biology	60%
	10 th American History	70%
	11 th Government	80%

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PHASES OF IMPROVEMENT PLAN

PHASE I—CLASSROOM MANAGEMENT/ENVIRONMENT

- a. Post and Review rules and adhere to the rules in your classroom
- b. Be consistent-Take each semester 1 at a time
- c. Specify a day that you will pass back graded papers each week-remain consistent
- d. Absent bin/binder for students who are absent
- e. Work displayed inside/outside the classroom changed quarterly
- f. Homework Bin

I.

- g. Parent Communication/Contact Log
 - i. Calls should be primarily for academics-D's/F's should be contacted each week
 - ii. Copies of phone logs should be submitted to the director when grades are submitted.
- h. Focus on YOUR classroom
- i. Address distractions immediately no matter how small they are
- j. Structure, structure, structure

II. PHASE II—CLASSROOM STRUCTURE

- a. Intellectual Reflection/Vocabulary
- b. Direct Instruction (standard/s taught)
- c. Individual/Group activity (PBL practice/Exploratory)
- d. Closing/Summary
 - i. Monday/Tuesday/Wednesday will be focused in depth standards instruction during direct instruction—direct instruction/vocabulary may be longer on these days

III. PHASE III—ASSESSMENT & ANALYSIS

- a. Weekly Standards (cyclical grading)
 - i. 2-3 specified weekly standards that you will address based on the provided school issued pacing guide
 - ii. Your week will focus on those standards only
 - iii. Thursday/Friday you will give a 3-5 question quiz on the standard/s; these quizzes will be created by you and use the language of the state assessment
 - 1. Assessments MUST have 3-4 multiple choice questions and at least 1 extended response that focuses on the writing standards
 - iv. Pacing guide binder and assessments--place all assessments, etc in binder.
- b. Assessments must be graded immediately, and the assessment analysis must be submitted with your lesson plans. The lesson plans MUST show how you have used the data and at least one question in your new assessment MUST be from the previous week in order to assess mastery. All weekly assessments MUST be submitted with your weekly lesson plans. RECAP:
 - i. Assessment analysis submitted with lesson plans
 - ii. Differentiated plan for students who did not master standards
 - iii. Weekly assessments MUST be submitted with the weekly plan

- c. Standards Based Grading
 - i. 2-3 grades in the grade book a week that aligns with the standards highlighted during the week—IE: Intellectual Reflections, pop quizzes, homework assignments
 - ii. Each named assignment in the gradebook MUST have the standard attached to the assignment
 - 1. IE—"The Bears" Reading RI7, RI8
- d. Effort Grading
 - i. NO grades will be given for effort—the only time this method can be used if a student has a 59.0% and you would like to bump to them to a D for their effort
 - ii. There will be NO grades listed that say EFFORT or the like in the gradebookwe will be STRICTLY grading on STANDARDS
 - iii. Students EARN grades, they are not GIVEN grades
- e. Sense of Urgency/High Expectations/Increasing RIGOR
 - i. If they do not turn an assignment in, it's a "0", put it in the gradebook; do not leave it blank—Follow your make-up policy
 - 1. SAMPLE MAKE-UP POLICY
 - Center Rotations (folders with activities where students must score a 70% or higher for credit; center activity goes in the gradebook in place of a zero)—eliminates copying
 - ii. Deadlines MUST be adhered to and it MUST be quality
 - iii. Always have a rubric distributed WHEN you introduce a PBL activity
 - iv. NO make-up work or assignments MUST be done in that week
 - v. SYLLABUS REQUIRED FOR ALL HIGH SCHOOL CLASSES—not a summary of your class, but a breakdown of DUE dates per quarter or semester
- f. Testing Strategies practice
 - i. Teachers are required to go over assessments on Friday after the test or on Monday.
 - ii. Use your projector/Elmo to project the assessment and complete the answers together.

IV. PHASE IV—INTERVENTION/REMEDIATION COURSE

- a. These sessions will occur Monday-Wednesday-Friday
- b. 7-8th Grade and 9th-12th Grade
- c. Teachers will be required to mix the groups of students and teach a targeted/remediation course for those students who need additional assistance in a specified area
 - i. Physical Science & Biology
 - ii. Algebra I & Geometry
 - iii. American History & Government
 - iv. ELA I & ELA II
 - v. ELA 7-8th Grade & MATH 7th-8th Grade

- d. Reteach concepts ALREADY introduced OR remediate by going back to the BASICS
- e. Centers, differentiated instruction, peer tutoring (You can chose your tutors)—MINIMAL DIRECT INSTRUCTION—ALL REVIEW—STUDENT FOCUSED

V. PHASE V—TEAM PLANNING—Tuesday/Thursday

- a. Team planning is an opportunity to pull students or parents into meetings for behavior corrections, positive reinforcement or other.
- b. These sessions could also be for determining who will be in intervention sessions.
- c. Each teacher must review data growth/mastery
- d. This is also an opportunity to organize methods to decrease distractions (get the parents in EARLY), organize school-wide positive activities, create class leadership
- e. One team plan day will be to work with a group of high achievers on your team on a social issue activity—to challenge them and get them out into the community to speak and share their talents

VI. PHASE VI—LEADERSHIP PLANNING—Wednesdays

- a. Select students from the team will meet with the teachers to plan activities
- b. Student council concept, but students are selected by staff and voted on by students
- c. Class representatives, president, vice president, etc
- d. Meet weekly to plan community activities
- e. Create class/team mantra

VII. PHASE VII--CROSS CURRICULAR READING/WRITING STRATEGIES

- a. Reading Strategies
 - i. Underline/Highlight
 - ii. Paragraph/Stop/Analyze
 - ili. Write brief summary in margins
- b. Grade—Writing page Minimum
 - i. 7-8th graders—2-4 page papers/quarter with culminating project--English
 - ii. 9th-10th graders—5-8 page papers/quarter with culminating project—English
 - iii. 11th-12th graders-5-8 page papers/quarter with culminating project-English
 - iv. Junior/Senior Thesis-20-30 pages-1 per year--English
 - v. Freshman/Sophomore Paper-15 pages-1 per year-English
 - vi. Essays in all other subject courses

c. Writing Strategies-ALL WRITING WILL BE DONE AS FOLLOWS:

- i. Short Paragraph/short/extended responses-5 pts
 - 1. Topic Sentence-1pt
 - 2. Supporting detail-1pt
 - 3. Explanation-1pt
 - 4. Supporting detail-1pt
 - 5. Explanation-1pt
 - 6. Final sentence (optional-teacher discretion) (1pt???)

- ii. Essays-Each paragraph is 5; IE 5 paragraph essay=25-30 points
 - 1. Introduction (3-7 pts)
 - a. 3-5 sentences of background information-(1-3 pts)
 - b. 3 topics of focus introduced (1-3pts)
 - c. Thesis statement (1 pt)
 - 2. Body paragraphs—(5-6 pts EACH)
 - a. Topic Sentence
 - b. Supporting detail
 - c. Explanation
 - d. Supporting detail
 - e. Explanation
 - f. Final sentence (optional-teacher discretion)
 - 3. Conclusion (3-5 pts)
 - a. Restated Thesis (1 pt)
 - b. Restated Topics (1-3 pts)
 - c. Final Thought (1 pt)

VIII. PHASE VIII-VOCABULARY

- a. All educators must include time for vocabulary be it daily for 5 minutes or weekly
- b. ELA MUST have a vocabulary notebook or the team must expect 1 vocabulary notebook for all classes.

IX. PHASE IX—PORTFOLIOS

- a. Each student should have a folder/file in your file cabinet that has various assignments that show growth.
- b. These items could be paragraphs, essays, assessments, etc
- c. These items can be used to show parents what their child is doing in your class
- d. Intervention plans for bubble targets should be included (provided)
- e. Any daily progress report data that you use to correspond with the parents
- f. Writing samples, reading samples, projects, etc

X. PHASE X—DIFFERENTIATION

- a. Monitored group activities
 - i. Homogeneous or Heterogeneous methods
 - ii. One of the groups, you should be working with to assure the skills are being addressed
 - iii. Groups can be assessment based
- **b.** Centers done once a week
 - i. Addresses multiple weaknesses
 - ii. Allows for individualized instruction
- c. Conference with each student at least once per quarter-Put on your calendar
 - i. This allows for you to tell them where they are weak on an individual basis

XI. PHASE XI-FOCUS ON APPLICATION OF LEARNING--PBL

- a. Focus will be on project based learning-PBL
- **b.** Not focusing on the test
- c. Case study approach—All classes will focus on PBL/Inquiry based instruction by utilizing case study projects at minimum twice a quarter.
- **d.** Teams will develop a presentation format that will be used in all classes to present projects. At minimum a day must be used to present projects and information. This should be planned into your week.

XII. PHASE XII—HOMEROOM FOCUS

- a. HOMEROOM
 - i. Announcements/CNN News
 - ii. Pass out school paperwork, etc
 - iii. Get to know your students

XIII. PHASE XIII—STUDENT SELF MONITORING OF DATA

- a. Students should have a file or form that allows them to review their weekly assessment data (can be placed in their portfolios)
- **b.** Self-Monitoring should be a part of your routine once a week and placed somewhere in your classroom for student, parent and teacher access.
- c. Students should begin goal setting

XIV. PHASE XIV—INCREASING RIGOR

- a. Be firm with deadlines/Deadline accountability
- b. Increase independent study/independent research
- c. Workload is QUALITY not QUANTITY
- d. Increase critical thinking efforts by the QUALITY of work given
- e. Student work is analyzed, strong feedback is provided to individual students
- f. Increase individual student conferencing on writing and subject specific items—each scholar should have a conference with you at minimum 4 times a year
- g. Increase sustained silent periods of focus and mental development
- **h.** 11th-12th grade will move more towards lecture/notes with group projects and critical thinking activities and presentations

XV. PHASE XV-MENTORSHIP

MENTOR	MENTEE	
Petz	Shaulis	
Brown	Miller	
Green	Allen/Building Sub	
Tucker	Bryant	
Brosse	Jackson	

XVI. PHASE XVI-EFFECTIVE PARENT COMMUNICATION

- a. Parents should be contacted every few weeks if students are receiving a "D" or an "F". Contact should be logged.
- **b.** Parents should be contacted about weekly assessments—parents should be given a code; spreadsheet of scores sent with numbers that represent the student to all parents via email, no names.

c. Positive phone calls during team planning

Attachment 3

Office of Ohio School Sponsorship Performance Framework

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

	SCHOOL IRN & NAME:	#	N/A				
			ACADEMIC SCHOOL PER	FORMANCE TARGETS AND	D METRICS RATING SCALE		
	ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
25.	Value Added vs. Statewide	0	Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average	
26.	Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)	0	Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
	TOTAL PAGE 3 OF ACADEMIC INDICATORS	0					
	TOTAL PAGE 2 OF ACADEMIC INDICATORS	0					
	TOTAL PAGE 1 OF ACADEMIC INDICATORS	0					

		ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS					
	OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
27.	Performance Index	0	(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F	
28.	K-3 Literacy	0	(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F	
29.	Progress Grade (Value Added Overall)	0	(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F	
	TOTAL OF (3) YEARS OF DATA	00					
	TOTAL OF ACADEMIC INDICATORS	0					
	TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	0					

Office of Ohio School Sponsorship Performance Framework

	SCHOOL IRN & NAME:		#N/A				
	MOST RECENT COMPLETED				RATING SCALE		
	SCHOOL YEAR	RUBRIC	EXCEEDS TH	E MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
	and the second	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
	LEGAL INDICATORS	RECEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL
. 8.	Records Compliance	0	School is compliant 100% of contract re items		School is compliant for 70- 79% of contract required items	School is compliant for less than 70% of contract required items	
9.	LEA Special Education Performance Determination	0	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
10.	Pre-Opening Assurances	0	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre- opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	
11.	Annual Report	0	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date	
12.	Emergency Management Plan	0	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired	
	TOTAL LEGAL INDICATORS	0					

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

Office of Ohio School Sponsorship Performance Framework

SCHOOL IRN & NAME	·	#N/A				
OVER THE SOUTH STREET BUT	લ્હાકસંજ	EXCEEDS THE	MEETS THE	AND METRICS RATING SOLUE PROGRESS TOWARD		
MINIQUE OF OVERSOF DATA	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
2013-201357 2013-202057 2020-202157	(মহওহা/হৃ	(3) points	(2) points	(1) points	(0) points	FOR THIS SCHOOL
Als Combined Overall Fiscal Indicator Rating		(3) Year Average Indicator Rating is Exceeds	r (3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below	
TOTAL OF (3) YEARS OF DATA	0					
TOTAL FINANCIAL INDICATORS PAGES 1 AND 2	0					
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS	0	_				

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY					
RUBRIC RATING					
ACADEMIC SCHOOL PERFORMANCE	0				
COMPLIANCE SCHOOL PERFORMANCE	0				
FISCAL SCHOOL PERFORMANCE	0				
TOTAL SCHOOL PERFORMANCE	0				

Attachment 4

ADMISSION/DISMISSAL

Procedures and Standards



T-SQUARED HONORS ACADEMY

E. ADMISSION/DISMISSAL PROCEDURES AND STANDARDS

We accept all students because we are a public institution.

ADMISSION AND OPEN ENROLLMENT PROCEDURES

 T^2 Honors Academy will be an open-enrollment public charter school. Any student may apply from any local district. Enrollment will be on a first come, first serve basis. There is a diagnostic exam in reading and math to identify the baseline educational levels and achievement levels of the students enrolling. However, this will not prevent the student from enrolling. The following items are needed to complete the enrollment process:

****Completed enrollment application**

- ****Students Birth Certificate**
- **Students 2 current proofs of residency
- ****Current Shot records**

**Letters of recommendations from teachers and/or principals

**Interest letter and essay on educational commitment, future goals and how they would contribute to social change

******Interview with parents and student

Admissions procedure:

Step 1: Parent completes an Application Form and submits with necessary items requested; letters of recommendation, essay

Step 2: Once the application is reviewed, parents will be contacted to schedule a time for the students to come in to take the pre-assessment.

Step 3: Upon conclusion and evaluation of the diagnostic exam, the parent/s will be asked to schedule a date for a formal interview.

Step 4: Once the interview is concluded, the parent will be informed as to the time when final enrollment letters will be mailed.

If there is a waiting list, the parent will be contacted in the order of the list.

ATTENDANCE AND WITHDRAWAL RULES AND PROCEDURES

According to state law, students must have at minimum 920 school hours for a full school year. T² Honors Academy will exceed the minimal state requirements by requiring 6.5 hours and 180 days of instruction totaling 1035 total school hours. We will withdraw a student from the school if they do not complete 105 consecutive hours of the learning opportunities offered to the student as required by law and noted in our attendance policy.

WITHDRAWAL PROCEDURES

When a parent would like to withdraw their student, we will ask that the parent notifies the registration office immediately. The parent will have to come to the school, sign a records request withdrawal acknowledgement form and inform the schools Registrar of the child's new school. We will then prepare paperwork, grade reports, and collect overdue and nonpayment of lunch, bus and school fees.

Attachment 5

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Application Form

Application Form School:

T-Squared Honors

Academy

MISSION: The mission of the community school should communicate the spirit of the school and define the core principles and key values of the school to its students, stakeholders and the public. It should be succinct, meaningful and consistent with student achievement and progress. The mission should be reflected through all sections of the application.

MIISSION:

The T-Squared Honors Academy will utilize a rigorous innovative academic curriculum to infuse a passion for people, intrinsic motivation and self-discipline in its students. Students will be challenged to develop strong character values and a desire to serve publicly to lead the world in social reforms that could help improve society for all. These students will explore, redevelop and redesign the world around them.

VISION: The T2 Honors Academy will become one of the most prestigious and progressive K-12 educational institutions in Ohio by developing passionate leaders who will not only be catalysts to starting necessary social reforms, but they will transform and reflect the plight of minority populations in the nation and around the world. They will lead.

EDUCATIONAL PHILOSOPHY: The educational philosophy encompasses the vision, values and purpose for which the school was founded and operates under and is used to measure effectiveness of the program. Please identify the educational philosophy and how the educational philosophy is communicated to the teachers and staff, families, students, community and stakeholders.

1. Teachers and staff

T-Squared Honors Academy's educational philosophy encompasses the urgency that W.E.B. DuBois coined regarding the Talented Tenth in 1903. His push was to assure that those individuals who were intellectually able would come together to develop methods to improve the circumstances of others. Our philosophy comes from his need to push that urgency. "Now is the accepted time, not tomorrow, not some more convenient season. It is today that our best work can be done and not some future day or future year. It is today that we fit ourselves for the greater usefulness of tomorrow. Today is the seed time, now are the hours of work, and tomorrow comes the harvest and the playtime."—W.E.B. DuBois, 1903 In alignment with W.E.B. DuBois' quote.

Although we have a traditional school day, we differ because we are a thematic/project/inquiry/problem based school. What makes us even more unique is that our philosophy exudes an urgency for national change. Our philosophy expresses that there is no time for the procrastination when there are children who need guidance and significant development in their thinking and educational practices. Moreover, with the current state of our nation, change is necessary. Our major goal is to instill a sense of urgency within our stakeholders, students and staff to believe in the value of education for the urban child. We encourage and urge our students to become social reformist and this ethos of belief is breathed by all within the Academy. A social reform mindset lends itself to not only helping others, but speaking up for what you believe in when the majority may not agree. We have and we would like to continue to instill a sense of pride and belief in self for our students to gain leadership skills to prepare for positions of honor. Positions where they can make an impact on society by having a strong voice. The purpose in creating this Academy was to fill a need to change a nation. There is an urgency for schools to groom social activists to change the policies of exclusion, discrimination, and hatred. There is a significant need for change and our Academy desires to graduate those who believe that they can make a difference in society and begin a strong push for the change that our society needs.

Application Form

2. Families

The philosophy is communicated to parents via parent meetings, email communication, parent/ teacher conferences and letters sent home.

3. Students

The philosophy is communicated to the students daily through teacher discussions, gender meetings, morning share meetings, athletic events, morning announcements, and individual meetings.

4. Community and stakeholders

Information about various events that the students are hosting, board meetings, performing arts programs and support for community activities are emailed to community entities. The public library and city hall receive information on a monthly basis about board meetings specifically.

KEY ACADEMIC AND NON-ACADEMIC GOALS:

Reading/English Language Arts

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

SMART Goal 1 (READING DATA GOAL): We will continue to improve our growth and achievement measures for each grade level and student cohort over a 5 year period in reading by increasing our overall passage rate from a 20% to a 73% by doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction. In addition, our students will be constantly exposed to the Inquiry and Project Based Model in order to better improve their critical thinking skills. Eleventh and twelfth grade students will be measured by the EOC retake indicator noted on the state report card and teacher classroom goals on a quarterly basis.

	7 TH	8 TH	9 TH	10 TH
YEAR 6	40%	35%	55%	55%
YEAR 7	45%	40%	65%	65%
YEAR 8	55%	45%	70%	70%
YEAR 9	65%	55%	75%	75%
YEAR 10	75%	60%	80%	80%

W

SPECIAL EDUCATION/LEP/GIFTED: Students who have been identified as receiving services from special education will improve on their individualized education program (IEP) goals in reading on 2.5 out of 3 trials each semester or according to their developed plan timeline in order for them to increase their reading levels and redevelop their goals for their IEP/WEP's (Written Education Plan) renewal. Their growth and trial results are documented in their resource binders showing their reading goals and shared with parents through quarterly progress reports (see *Attachment D: Sample IEP Progress Report*).

SMART GOAL 2 (VOCABULARY/READING GOAL): Each year, we will increase the rigor in reading by selecting different novels each quarter that are at or above grade level. Eighty-five percent of the students will increase 1 year's growth in reading through the various reading strategies each year. Evidence will be shown through individual state test scores issued in June. Novel reading allows for more exposure to vocabulary and higher order critical thinking and creativity. Teacher guidance to support student understanding of more difficult readings will be key to students improving their vocabulary and comprehension of the text. Differentiation and centers will allow for interventions for students who may have issues with the main reading text by providing them opportunities to read at their own grade level to practice needed comprehension skills. Each cohort have individual weaknesses identified through weekly assessments and an education plan developed to assist each cohort of students within our reading program. Students who require special education services (SPED, LEP, GIFTED) will be monitored based on their IEP and WEP goals.

SMART GOAL 3: (WRITING GOAL): Students in grades 7-9 will be required to write a 5 paragraph essay on specified reading novels each quarter to increase their comparative analysis skills as well as their creative writing abilities. Students in grades 10-12 will be required to write essays or writing pieces that are between 3-20 pages each year and 2-5 pages each quarter to improve writing skills.

SMART GOAL 4: (EOC IMPROVEMENT INDICATOR): Students identified as needing to retake the End Of Course exams in grades 11th-12th will contribute and increase the EOC Improvement Indicator by 5-10% each year over the course of 5 years for a minimum increase of 25%. Our current EOC Improvement Indicator is 47.7% and our goal by year 11 will be a minimum growth measure of 72.7%.

Alignment of goal to mission:

The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the thematic/PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. In addition, being a data driven school assists our educators in collecting and analyzing data. In our school program, students are applying concepts to everyday life in order to improve their overall understanding of the standards. This is one of the major directions of Ohio and that is to assure we graduate students with strong application skills who understand how to apply their knowledge to solve real world problems.

Grade levels: 7-12

Student population: Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These neasures must align to benchmarks and identify methods for evaluation:						
FIXED MEASURE: T-Squared will improve each year moving the current 31.85% benchmark score in reading achievement passage rate to a maximum of 73% passage in reading on their overall reading indicator as noted on the Ohio Department of Education Report Card in its 11 th year.	EVIDENCE: Report card data will be the evidence of achieving this measure.	EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.				

GROWTH MEASURE: T-Squared will improve between 5-10% per grade level, per year over the course of 5 years in reading on their overall grade level reading indicators as noted on the Ohio Department of Education Report Card.	EVIDENCE: Report card data will be the evidence of achieving this ongoing growth measure.	EVALUATION: Each year, the report card from the previous year will be compared to the current year and each grade level indicator will be reviewed to assess if there was a minimum of a 5% increase.
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Application Form

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

LEARNING OPPORTUNITIES: The school has provided learning opportunities for over twenty-five students for a minimum of nine hundred twenty hours per

school year. T² Honors Academy has allowed students to work independently on projects that require them to collaborate with external social agencies as well as use the minimal technology resources afterschool for additional non-classroom based learning opportunities. We have developed work-based partnerships with local manufacturing businesses that provide work skills and shows high school students how they can be successful and productive in trade fields. High school students are also exposed to college life though our Face to Face program that takes students to various colleges to find out more information about the college in order for them to make an informed decision to attend. We currently travel to 2 colleges each school year. This changes the students' perspectives on what they want to do in the future because some have never been exposed to a college campus or college life.

DATA: In order to assure that these goals are carried out, data is collected weekly (see sample data set in *Attachment A: Data Sample*). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio standards and teach the required standards as they must have the standards listed above the question number. Educators are required to monitor student success as well as to engage the parents in understanding test data.

RESOURCES: We also use the STAR Renaissance program to identify student grade levels in order to develop growth strategies and to inform parents. All instruments, textbooks and resources used are aligned with the Ohio Standards. The following are used as supplemental resources: Readworks, Math 180, IXL Math, Study Sync, Reading A-Z. Other resources include Character Education programs (gender meetings, leadership summits, etc) and parent mandatory meetings to decrease communication gaps.

PERSONNEL: The Academy Director will be responsible for overseeing progress, monitoring and documenting goals success or failure. The educators will be responsible for the curriculum implementation and submission of requested documentation as it relates to the goals.

Application Form

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

Once students are determined to have difficulty with various performance and state standards, teachers are required to use the Response to Intervention Strategies (RTI) to differentiate their instruction. Through the use of the following interventions, students with disabilities as well as low performing students are required to attend in order to assist them in improving their reading skills.

INTERVENTION CLASSES: We have built into our schedule required intervention courses that allow teachers to reteach or tutor on weak standards identified from their weekly assessments. Teachers are required prior to this to differentiate instruction in their classes, but intense differentiation occurs in our intervention classes. We offer our intervention classes during the school day as well as during our extended day activities 2 days per week for tutoring. Our students will be required to attend 1-2 days of tutoring depending on their educational needs. This will support our desire to assure all of our students find success in their academic careers. The intervention classes focus on End of Course and New Generation standards that the students did not perform well on during their weekly assessments. High school students are placed in specific classes to assist in passing required EOC.

AFTERSCHOOL TUTORING: We have tutoring after school 2 days a week in the fall and 4 days a week in the spring. Students parents are called weekly if a student is receiving a D or F to encourage the parent to get them involved in tutoring afterschool (see *Attachment B: Sample Phone Logs*)

DAILY PROGRESS REPORTS: Students who are identified as low performing, the first step in the Intervention Assistance Teams methods would be to implement a daily progress report (see Attachment J: Sample Daily Progress Report). This allows for the staff to review specific academic needs of the students on a daily basis and involve the parents. If the issue is organization, we will be able to figure that out from the plan. If it is truly academic, we will be able to determine if we must take the second step in the intervention process before referring the student to the Special Education Team.

SPECIAL EDUCATION INCLUDING IEP/LEP/GIFTED PLAN FOR INTERVENTION/ENRICHMENT: Teachers are trained to identify students who may need additional services. We have a certified licensed special education teacher who will assist in the planning, identification and support of student with special education needs. IEP's are maintained and monitored by the special education teacher and the Superintendent of the school. There is a process, procedure and specific interventions in place to service our special education population. The MFE process is used to evaluate a student eligibility for services and once identified, a detailed ETR is created by our Academy Psychologist based on the student's needs. Our service delivery model will be full inclusion. Meetings with the special education teacher to assure paperwork is in compliance with the state is conducted on a quarterly basis for all students who are gifted, students with disabilities as well as students who are LEP learners. Submission of IEP/ETR start and end dates are provided to administration in August.

STUDENTS WITH DISABILITIES/LIMITED ENGLISH PROFICIENT AND GIFTED LEARNERS: According

to the U.S Department of Education, 1 in 5 American Adults is functionally illiterate. Three fourths of the unemployed lack sufficient skills to function successfully in the nation's workforce (Learning Disabilities of America, 2001). Research indicates that some students with learning disabilities need a multi-sensory phonics approach, with instruction in phonological awareness; some students need a more meaning-based approach; while other students need interventions to address comprehension problems. For many students a combination of approaches is

effective. The following scientifically based interventions will be provided for students with disabilities as well as students who are LEP learners.

MULTI-SENSORY PHONICS

<u>Books on Tape</u> addresses the multi-sensory phonics approach because the students will read along with listening to the books provided by the centers. Statistics have proven that this method is highly effective with students who have dyslexia or other reading disabilities. This is also effective with students who are Limited English Proficient.

Centers based instruction allows students the use of their kinesthetic intelligence through the use of independent differentiated instructional activities. Students will utilize specific reading strategies (underlining and summarizing) and math strategies to complete activities necessary to move forward in their development.

COMPREHENSION/MEANINGS BASED APPROACH

Use of the book, "Strategies That Work" by Stephanie Harvey and Anne Goudvis, helps our staff better understand SWD needs. Students will be using their abilities to make connections, predict, question, monitor their own reading, summarize and visualize as methods to increase their reading and comprehension skills.

a. Novel reading exposure through the use of Study Sync, Accelerated Reader and/or Successful Reader are the focused reading intervention programs that will be used. Both, the Study Sync, Accelerated Reader and Successful Reader software and tapes focus on comprehension, spelling and sight- word vocabulary skills. The Successful Reader program has been proven to work as a great Response To Intervention support (RTI).

Application Form

Math

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

SMART Goal 1 (DATA):We will continue to improve our growth and achievement measures over a 5 year period in math by increasing our overall passage rate from a 13% to a 48.25%. Doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction will assist in providing actionable math data to guide weekly instruction. In addition, our students will be constantly exposed to the scientific research model of Problem Based Learning in order to better improve their critical thinking and application skills. Eleventh and twelfth grade students will be measured by the EOC retake indicator noted on the state report card and teacher classroom goals on a quarterly basis.

Passage rate goals each year, by grade level, has been documented below:

	7 TH	8 TH	9 TH	10 TH
YEAR 6	25%	23%	23%	10%
YEAR 7	35%	30%	30%	20%
YEAR 8	40%	35%	35%	28%
YEAR 9	45%	40%	40%	38%
YEAR 10	55%	45%	45%	48%

SMART GOAL 2 (INSTRUCTION): We have begun focusing our efforts on consistently reviewing and redeveloping the pacing guides to identify weaknesses or gaps in instructional methods that are ineffective quarterly. This strategy has helped our math teachers continue to analyze standards and create better ways to break standards down to strengthen their ability to teach in a way the students understand. In addition, math standards for each grade level will continue to be manipulated between quarters to better show continuity of instruction throughout the year to improve retention of mathematic concepts taught during the quarterly meetings. Evidence of development will be the working math pacing guide and it will directly impact each grade level as each pacing guide is different and based on grade as well as Ohio grade level standards. (See *Attachment C: Sample Pacing Guides*)

SMART GOAL 3 (INSTRUCTIONAL DELIVERY): The math educators have begun and will continue to develop strategies that allow for problem-based instruction by using the EngageNY Curriculum that stresses application to real life problems at minimum three times a week every week within each quarter. We utilized this curriculum because the methods are in alignment with our Ohio Standards. In their delivery, they have and will continue to apply real life situational circumstances to math problems in order to engage the students in understanding the relationship of math to life. Videos and life case studies involving math will be used at minimum twice in a bi-weekly time frame. Evidence to show student mastery will be physical projects, presentations, homework assignments, and group discussions. Again, each grade level will be directly impacted by this goal as each curriculum is based on state standards and individual grades.

SMART GOAL 4: (EOC IMPROVEMENT INDICATOR) Students identified as needing to retake the End Of Course exams in grades 11th-12th will contribute and increase the EOC Improvement Indicator by 5-10% each year over the course of 5 years for a minimum increase of 25%. Our current EOC Improvement Indicator is 47.7% and our goal by year 11 will be 72.7%.
SPECIAL EDUCATION/LEP/GIFTED: Students who have been identified as receiving services from special education will improve on their individualized education program (IEP) goals in math on 2.5 out of 3 trials each year in order for them to increase their reading levels and redevelop their goals for their IEP or WEP renewal. Their growth and trial results are documented in their resource binders showing their reading goals and shared with parents through quarterly progress reports. Their growth and trial results are documented in their resource binders showing their math goals and shared with parents through quarterly progress reports. (see Attachment D: Sample IEP Progress Reports)

Alignment of goal to mission: The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. In addition, being a data driven school assists our educators in collecting and analyzing data. In our school program, students are applying concepts to everyday life in order to improve their overall understanding of the standards. Our math program will continue to be the focus for the next 5 years because it is the weakest piece of our program and where the students perform the lowest. Our goals are meant to strengthen the core of the program. Moreover, our intent is to continue to push our curriculum more towards problem based critical thinking skills in the classroom to increase their abilities to better apply them to real world problems which is a major Ohio Math standard.

Grade levels: 7-12

Student population:

Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

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

FIXED MEASURE: T-Squared will improve each year moving the current 13% average math achievement passage rate to a maximum of 48.25% passage in math on their overall reading indicator as noted on the Ohio Department of Education Report Card in its 11 th year.	EVIDENCE: Report card data will be the evidence of achieving this measure.	EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.
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GROWTH MEASURE: T-Squared will	EVIDENCE: Report card data will be the	EVALUATION: Each year, the report
improve between 5-10% per grade level,	evidence of achieving this ongoing	card from the previous year will be
per year over the course of 5 years in	growth measure.	compared to the current year and each
reading on their overall grade level		grade level indicator will be reviewed to
reading indicators as noted on the Ohio		assess if there was a minimum of a 5%
Department of Education Report Card.		increase.

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

In order to assure that these goals are carried out, data is collected weekly (see *Attachment A: Data Sample*). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio math standards and teach the required standards as they must have them listed above the question number and in their lesson plans.

DATA: Our school has minimal resources, however, our educators work hard to develop lessons and monitor data to ensure success as noted by the data seen in the attachments.

RESOURCES: Our Math educators are utilizing a new program this year to determine effectiveness, rigor and retention as it is a program that aligns with the problem-based theory of application. The math program is called EngageNY and it has multiple modules that the students work through to better understand math concepts in all grade levels. At this time, the students are performing better in math on weekly assessments and their quarterly due to the steps completed within the modules. (see *Attachment E: Sample EngageNY Modules*)

PERSONNEL: The Academy Director will be responsible for overseeing progress, monitoring and documenting goals success or failure. The educators will be responsible for the curriculum implementation and submission of requested documentation as it relates to the goals.

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

PLAN FOR INTERVENTION:

Once students are determined to have difficulty with various performance and state standards, teachers are required to use the Response to Intervention Strategies (RTI) to differentiate their instruction. Through the use of the following interventions, students with disabilities as well as low performing students are required to attend in order to assist them in improving their reading skills.

INTERVENTION CLASSES: We have built into our schedule required intervention courses that allow teachers to reteach or tutor on weak standards identified from their weekly assessments. Teachers are required prior to this to differentiate instruction in their classes, but intense differentiation occurs in our intervention classes during the school day as well as during our extended day activities 2 days per week for tutoring. Our students will be required to attend 1-2 days of tutoring depending on their educational needs. This will support our desire to assure all of our students find success in their academic careers. The intervention classes focus on End of Course and New Generation standards that the students did not perform well on during their weekly assessments. High school students are placed in specific classes to assist in passing required EOC.

AFTERSCHOOL TUTORING: We have tutoring after school 2 days a week in the fall and 4 days a week in the spring. Student's parents are called weekly if a student is receiving a D or F to encourage the parent to get them involved in tutoring afterschool.

SPECIAL EDUCATION INCLUDING IEP/LEP/GIFTED PLAN FOR INTERVENTION/ENRICHMENT: Teachers are trained to identify students who may need additional services. We have a certified licensed special education teacher who will assist in the planning, identification and support of student with special education needs. IEP's are maintained and monitored by the special education teacher and the Superintendent of the school. There is a process, procedure and specific interventions in place to service our special education population. The MFE process is used to evaluate a student eligibility for services and once identified, a detailed ETR is created by our Academy Psychologist based on the student's needs. Our service delivery model will be full inclusion. Meetings with the special education teacher to assure paperwork is in compliance with the state is conducted on a quarterly basis for all students who are gifted, students with disabilities as well as students who are LEP learners. Submission of IEP/ETR start and end dates are provided to administration in August.

STUDENTS WITH DISABILITIES/LIMITED ENGLISH PROFICIENT LEARNERS/GIFTED:

Research indicates that some students with learning disabilities need a multi-sensory approach; some students need a more meaning-based approach; while other students need interventions to address understanding various math concepts. For many students a combination of approaches is effective. The following scientifically based interventions will be provided for students with disabilities as well as students who are LEP learners in math.

MULTI-SENSORY MATH

VIDEOS address the multi-sensory math approach because the students will view a real issue requiring a mathematics solution. Statistics have

proven that this method is highly effective with students who have difficulty understanding paper/pencil rote problems or difficulty connecting which math application should be used when solving a problem. This is also effective with students who are Limited English Proficient.

<u>CENTERS</u> based instruction allows students the use of their kinesthetic intelligence through the use of independent differentiated instructional activities. Students will utilize specific math strategies to complete activities necessary to move forward in their development.

- a. Such technology sources that are used during center time are Accelerated Math, through the Renaissance Learning program and/or IXL Math. Both are used to track math skills. Each technology program already has a built in data program that documents student growth.
- b. Centers are also a time where the students can do hands-on activities based on the directions within the center.

Social Studies

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

SMART Goal 1 (SOCIAL STUDIES DATA GOAL): We will continue to improve our growth and achievement measures for each grade level and student cohort over a 5 year period in social studies by increasing our overall passage rate from a 59.65% to a 75% by doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction. In addition, our students will be constantly exposed to the Project Based Model in order to better improve their critical thinking skills. All other grade levels that are not tested subjects will be measured by teacher developed goals set in the beginning of the year and monitored quarterly.

	10 TH	11 TH
YEAR 6	40%	87.5%
YEAR 7	45%	65%
YEAR 8	50%	70%
YEAR 9	55%	75%
YEAR 10	60%	90%

Passage rate each year, by grade level, has been documented below:

SMART GOAL 2 (INSTRUCTION): We have begun focusing our efforts on consistently reviewing and redeveloping the pacing guides to identify weaknesses or gaps in instructional methods that are ineffective quarterly. This strategy has helped our history teachers continue to analyze standards and create better ways to break standards down to strengthen their ability to teach in a way the students understand. In addition, math standards for each grade level will continue to be manipulated between quarters to better show continuity of instruction throughout the year to improve retention of history concepts taught during the quarterly meetings. Evidence of development will be the working history pacing guide and it will directly impact each grade level as each pacing guide is different and based on grade as well as Ohio grade level standards.

SMART GOAL 3: (EOC IMPROVEMENT INDICATOR) Students identified as needing to retake the End Of Course exams in grades 12th will contribute and increase the EOC Improvement Indicator by 5-10% each year over the course of 5 years for a minimum increase of 25%. Our current EOC Improvement Indicator is 47.7% and our goal by year 11 will be 72.7%.

SPECIAL EDUCATION/LEP/GIFTED: Students who have been identified as receiving services from special education will improve on their individualized education program (IEP) goals in reading on 2.5 out of 3 trials each year in order for them to increase their social studies levels through reading interventions and redevelop their goals for their IEP/WEP's (Written Education Plan) renewal. Their growth and trial results are documented in their resource binders showing their reading goals and shared with parents through quarterly progress reports.

ALL OTHER GRADE LEVELS: Educators have goals for each of the other grade levels that are not tested. These goals are measured by weekly assessment data as well. (see Attachment A: Data Sample)

Alignment of goal to mission: The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. In addition, being a data driven school assists our educators in collecting and analyzing data. In our school program, students are applying concepts to everyday life in order to improve their overall understanding of the standards. Our history program will continue with the PBL model with all concepts which aligns with our philosophy.

Grade levels: 7-12

Student population:

Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

FIXED MEASURE: T-Squared will improve each year moving the current 59.65% average Social Studies achievement passage rate to a maximum of 75% passage in Social Studies on their overall average Social Studies indicators as noted on the Ohio Department of Education Report Card in its 11 th year.	EVIDENCE: Report card data will be the evidence of achieving this measure. Averaging the 10 th and 11 th grade scores will give the maximum passage rate in Social Studies.	EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.
GROWTH MEASURE: T-Squared will improve between 5-10% in grades 10 th and 11 th , per year over the course of 5 years in Social Studies on the overall average grade level Social Studies indicators as noted on the Ohio Department of Education Report Card.	EVIDENCE: Report card data will be the evidence of achieving this ongoing growth measure.	EVALUATION: Each year, the report card from the previous year will be compared to the current year and each grade level indicator will be reviewed to assess if there was a minimum of a 5% increase.

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

LEARNING OPPORTUNITIES: The school has provided learning opportunities for over twenty-five students for a minimum of nine hundred twenty hours per school year. T² Honors Academy has allowed students to work independently on projects that require them to collaborate with external social agencies as well as use the minimal technology resources afterschool for additional non-classroom based learning opportunities. We have developed work-based partnerships with local manufacturing businesses that provide work skills and shows high school students how they can be successful and productive in trade fields. High school students are also exposed to college life though our Face to Face program that takes students to various colleges to find out more information about the college in order for them to make an informed decision to attend. We currently travel to 2 colleges each school year. This changes the students' perspectives on what they want to do in the future because some have never been exposed to a college campus or college life.

DATA: In order to assure that these goals are carried out, data is collected weekly (see *Attachment A: Data Sample*). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio standards and teach the required standards as they must have the standards listed above the question number. Educators are required to monitor student success as well as to engage the parents in understanding test data.

RESOURCES: We also use the STAR Renaissance program to identify student grade levels in order to develop growth strategies and to inform parents. All instruments, textbooks and resources used are aligned with the Ohio Standards. The following are used as supplemental resources: Math 180, IXL Math, Study Sync, Reading A-Z. Other resources include Character Education programs (gender meetings, leadership summits, etc) and parent mandatory meetings to decrease communication gaps.

PERSONNEL: The Academy Director will be responsible for overseeing progress, monitoring and documenting goals success or failure. The educators will be responsible for the curriculum implementation and submission of requested documentation as it relates to the goals.

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

PLAN FOR INTERVENTION:

Once students are determined to have difficulty with various performance and state standards, teachers are required to use the Response to Intervention Strategies (RTI) to differentiate their instruction. Through the use of the following interventions, students with disabilities as well as low performing students are required to attend in order to assist them in improving their reading skills.

INTERVENTION CLASSES: We have built into our schedule required intervention courses that allow teachers to reteach or tutor on weak standards identified from their weekly assessments. Teachers are required prior to this to differentiate instruction in their classes, but intense differentiation occurs in our intervention classes. We offer our intervention classes during the school day as well as during our extended day activities 2 days per week for tutoring. Our students will be required to attend 1-2 days of tutoring depending on their educational needs. This will support our desire to assure all of our students find success in their academic careers. The intervention classes focus on End of Course and New Generation standards that the students did not perform well on during their weekly assessments. High school students are placed in specific classes to assist in passing required EOC.

AFTERSCHOOL TUTORING: We have tutoring after school 2 days a week in the fail and 4 days a week in the spring. Student's parents are called weekly if a student is receiving a D or F to encourage the parent to get them involved in tutoring afterschool. Center work stations are used as well.

Science

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

SMART Goal 1 (SCIENCE DATA GOAL): We will continue to improve our growth and achievement measures for each grade level and student cohort over a 5 year period in Science by increasing our overall passage rate from a 27.25% to a 55% by doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction. In addition, our students will be constantly exposed to the Inquiry Based Model in order to better improve their critical thinking skills. All other grade levels that are not tested subjects will be measured by teacher developed goals set in the beginning of the year and monitored quarterly.

Passage rate each year, by grade level, has been documented below:

	8 TH	10 TH
YEAR 6	25%	45%
YEAR 7	30%	50%
YEAR 8	35%	55%
YEAR 9	40%	60%
YEAR 10	45%	65%

SMART GOAL 2 (INSTRUCTION): We have begun focusing our efforts on consistently reviewing and redeveloping the pacing guides to identify weaknesses or gaps in instructional methods that are ineffective quarterly. This strategy has helped our science teachers continue to analyze standards and create better ways to break standards down to strengthen their ability to teach in a way the students understand. In addition, math standards for each grade level will continue to be manipulated between quarters to better show continuity of instruction throughout the year to improve retention of science concepts taught during the quarterly meetings. Evidence of development will be the working science pacing guide and it will directly impact each grade level as each pacing guide is different and based on grade as well as Ohio grade level standards.

SMART GOAL 3 (CONTENT): We have begun focusing on inquiry level methods of instruction in order to engage our students in the scientific process. Our goal is to implement real case studies to align with our philosophy. We have implemented the scientific case study approach twice a quarter for the upper levels and once per quarter for the 7-9th graders. We will eventually move towards the scientific case study approach 4 times a quarter in order to expand critical thinking skills in science. (see Attachment F: Sample Case Study's for Science/Sample Student Work)

SMART GOAL 4: (EOC IMPROVEMENT INDICATOR) Students identified as needing to retake the End Of Course exams in grades 11th-12th will contribute and increase the EOC Improvement Indicator by 5-10% each year over the course of 5 years for a minimum increase of 25%. Our current EOC Improvement Indicator is 47.7% and our goal by year 11 will be 72.7%.

SPECIAL EDUCATION/LEP/GIFTED: Students who have been identified as receiving services from special education will improve on their individualized education program (IEP) goals in reading on 2.5 out of 3 trials each year in order for them to increase their science levels and redevelop their goals for their IEP/WEP's (Written Education Plan) renewal. Their growth and trial results are documented in their resource binders showing their reading goals and shared with parents through quarterly progress reports.

ALL OTHER GRADE LEVELS: Educators have goals for each of the other grade levels that are not tested. These goals are measured by weekly assessment data as well. (see Attachment A: Data Sample).

Alignment of goal to mission: The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. In addition, being a data driven school assists our educators in collecting and analyzing data. In our school program, students are applying concepts to everyday life in order to improve their overall understanding of the standards. Our science program will continue to be the focus for the next 5 years because it is one of the weak subjects in our program. Our goal is to move more towards inquiry based critical thinking skills in the classroom to increase their abilities to better apply them to real world problems by implementing real case study problems that they have to resolve. This aligns with our programs philosophy of infusing a passion for people.

Grade levels: 7-12

Student population:

Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

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

FIXED MEASURE: T-Squared will improve each year moving the current 27.75% average science achievement passage rate to a maximum of 55% passage in science on their overall combined science indicators as noted on the Ohio Department of Education Report Card in its 11 th year.	EVIDENCE: Report card data will be the evidence of achieving this measure.	EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.
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GROWTH MEASURE: T-Squared will improve between 5-10% per grade level, per year over the course of 5 years in reading on their overall grade level reading indicators as noted on the Ohio	EVIDENCE: Report card data will be the evidence of achieving this ongoing growth measure.	EVALUATION: Each year, the report card from the previous year will be compared to the current year and each grade level indicator will be reviewed to assess if there was a minimum of a 5%	
Department of Education Report Card.		increase.	

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

LEARNING OPPORTUNITIES: The school has provided learning opportunities for over twenty-five students for a minimum of nine hundred twenty hours per school year. T² Honors Academy has allowed students to work independently on projects that require them to collaborate with external social agencies as well as use the minimal technology resources afterschool for additional non-classroom based learning opportunities. We have developed work-based partnerships with local manufacturing businesses that provide work skills and shows high school students how they can be successful and productive in trade fields. High school students are also exposed to college lifethough our Face to Face program that takes students to various colleges to find out more information about the college in order for them to make an informed decision to attend. We currently travel to 2 colleges each school year. This changes the students' perspectives on what they want to do in the future because some have never been exposed to a college campus or college life.

DATA: In order to assure that these goals are carried out, data is collected weekly (see *Attachment A: Data Sample*). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio standards and teach the required standards as they must have the standards listed above the question number. Educators are required to monitor student success as well as to engage the parents in understanding test data.

RESOURCES: Science resources include educlastic online and National Case Study Teaching in Science. (see Attachment F: Sample Case Study's for Science/Sample Student Work)

PERSONNEL: The Academy Director will be responsible for overseeing progress, monitoring and documenting goals success or failure. The educators will be responsible for the curriculum implementation and submission of requested documentation as it relates to the goals.

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

Once students are determined to have difficulty with various performance and state standards, teachers are required to use the Response to Intervention Strategies (RTI) to differentiate their instruction. Through the use of the following interventions, students with disabilities as well as low performing students are required to attend in order to assist them in improving their reading skills.

INTERVENTION CLASSES: We have built into our schedule required intervention courses that allow teachers to reteach or tutor on weak standards identified from their weekly assessments. Teachers are required prior to this to differentiate instruction in their classes, but intense differentiation occurs in our intervention classes. We offer our intervention classes during the school day as well as during our extended day activities 2 days per week for tutoring. Our students will be required to attend 1-2 days of tutoring depending on their educational needs. This will support our desire to assure all of our students find success intheir academic careers. The intervention classes focus on End of Course and New Generation standards that the students did not perform well on during their weekly assessments. High school students are placed in specific classes to assist in passing required EOC.

AFTERSCHOOL TUTORING: We have tutoring after school 2 days a week in the fall and 4 days a week in the spring. Students parents are called weekly if a student is receiving a D or F to encourage the parent to get them involved in tutoring afterschool. SPECIAL EDUCATION INCLUDING IEP/LEP/GIFTED PLAN FOR INTERVENTION/ENRICHMENT: Teachers are trained to identify students who may need additional services. We have a certified licensed special education teacher who will assist in the planning, identification and support of student with special education needs. IEP's are maintained and monitored by the special education teacher and the Superintendent of the school. There is a process, procedure and specific interventions in place to service our special education population. The MFE process is used to evaluate a student eligibility for services and once identified, a detailed ETR is created based on the students needs. Our service delivery model will be full inclusion. Meetings with the special education teacher to assure paperwork is in compliance with the state is conducted on amonthly basis for all students who are gifted, students with disabilities as well as students who are LEP learners.

Other Academic Goals

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

SMART GOAL 1 (ACADEMIC): We intend to continue our yearly schoolwide cross-curricular social reform projects in grades 7-10 to expose students to social issues within our nation. We want to have all students submit a research project of their choice that aligns with the Academy's philosophy. Students will produce one 5 paragraph essay research paper and a presentation display board on a social issue of choice by the end of the school year. These projects will be displayed on the webpage and presented at the end of the year awards ceremony. (see *Attachment G: Cross-Curricular Social Reform Project*) Students with disabilities, LEP, Gifted and low performing students will be required to complete this project as well, however, the project will have required modifications as created by the intervention specialist or cooperating educator. Over the course of 5 years the expectation is to develop projects that can be utilized in the city and beyond.

SMART GOAL 2 (ACADEMIC): We intend to expand on the Junior and Senior Portfolio projects. Our goal is to have ALL juniors and seniors participate in this Academy requirement. Each junior and senior student will be required to create an annotated bibliography of 40 articles and develop a 20 page high school thesis (see *Attachment P: Sample Student Junior Thesis*) by the end of their junior year. By the end of their senior year, the students will use the same thesis and expand their research study by increasing the sample size and reanalyzing the data to draw appropriate conclusions on their social reform topic. (see *Attachment H: Junior Portfolio Requirements*) Students with disabilities, LEP, Gifted and low performing students will be required to complete this project as well, however, the project will have required modifications as created by the intervention specialist. Over the course of 5 years, the junior and senior research projects will be redeveloped and published for the Academy library and possibly for the local public library as well as be revisited for future research.

Alignment of goal to mission:

The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. In addition, being a data driven school assists our educators in collecting and analyzing data. In our school program, students are applying concepts to everyday life in order to improve their overall understanding of the standards. Our goal is to move all other subjects towards the project, inquiry or problem-based model to improve critical thinking skills in the classroom to increase their abilities to better apply them to real world problems. These projects help students identify their interests and develop methods to address the issues that they research.

Student population: Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

Expected outcomes: Include at least two out measures must align to benchmarks and ide		school; and (2) a growth measure. These
FIXED MEASURE: T-Squared will receive a 75% submission rate in both academic goals and improve on the project quality of those submitted.	EVIDENCE: The number of submitted projects and grades given will show the submission rate and the quality of the projects.	EVALUATION: Each year a review of the projects and the number of projects that are submitted will be analyzed to measure for improvements in both areas.
GROWTH MEASURE: T-Squared will receive a 75% submission rate and over the course of 5 years the rate will increase to 100% as the students will know the expectation of the project and its grade impact.	EVIDENCE: Submission of the projects as well as grades will be used to measure quality.	EVALUATION: Each year a review of the projects and the number of projects submitted will be analyzed as well as grades on the projects.

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

LEARNING OPPORTUNITIES: The school has provided learning opportunities for over twenty-five students for a minimum of nine hundred twenty hours per school year. T² Honors Academy has allowed students to work independently on projects that require them to collaborate with external social agencies as well as use the minimal technology resources afterschool for additional non-classroom based learning opportunities. We have developed work-based partnerships with local manufacturing businesses that provide work skills and shows high school students how they can be successful and productive in trade fields. High school students are also exposed to college life though our Face to Face program that takes students to various colleges to find outmore information about the college in order for them to make an informed decision to attend. We currently travel to 2 colleges each school year. This changes the students' perspectives on what they want to do in the future because some have never been exposed to a college campus or college life.

DATA: In order to assure that these goals are carried out, data is collected based on check point dates. These dates help the teachers note which students are completing work and which are not so we can assist where necessary.

RESOURCES: We only use the Junior/senior thesis portfolio information packet to implement this item and we use the Social Reform packet for the lower classmen. (see Attachments G & H) The educators monitor the social reform projects, the director monitors the junior/senior portfolios.

PERSONNEL: The Academy Director will be responsible for overseeing progress, monitoring and documenting goals success or failure. The educators will be responsible for the submission of requested documentation as it relates to the goals.

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

Students will be able to work with individual teachers to complete the tasks. The portfolio assessment is monitored by the director. The social reform projects is 9 weeks and all educators are engaged in guiding the students in each subject area. This is our 9 week cross-curricular unit breakdown (see Attachment G: Cross-Curricular Social Reform Project)

ELA—The ELA teacher is responsible for assuring the students write effective, organized and well-developed papers.

Science—The science teacher is responsible for developing the survey instruments, the scientific method, collection of the data and the final lab reports.

Math—The math teacher is responsible for the data analysis once collected, creation of graphs/charts, and analysis of the graphs and charts.

History—The history teacher is responsible for research and the literature review on the topic.

Art—The art teacher is responsible for the presentation of the boards and any other items that require art expertise.

PE/Health-Assists in organization of the entire project.

¹If there is a need for interventions, the students would go to the designated teacher for assistance.

Nonacademic Goals: These are goals related to the school's unique program. The goals must be aligned to the school's mission and include outcomes that result in successful implementation of the school's unique program.

Nonacademic Goal 1 State the nonacademic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: By the end of the year, over 80% of the students will have shown signs of social growth and development towards a social reform mindset evidenced by their student portfolios as well as their submitted surveys (see *Attachment I: Sample Social Attitude Survey*).

Action Steps	Evidence/Artifacts	Timeline
We will administer 2 Social development surveys, one in the beginning of school and one at the end of the school year. These will be reviewed and analyzed to determine student's social growth statistically.	Social Development Surveys/statistical findings/analysis of future interventions	August—or upon enrollment and by May 15th
We will review student portfolio projects to evaluate if students benefitted from collecting and reviewing their own data.	Developed social action group assessment form/research project rubric grade sheets	December and May

Alignment of goal to mission: The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. We are also working to improve student attitudes toward education to encourage an increase in social awareness.

Grade levels: 7-12

Student population: Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

Expected outcomes: Include at least two out measures must align to benchmarks and ide	come measures: (1) a fixed measure for the so ntify methods for evaluation:	chool; and (2) a growth measure. These
FIXED MEASURE: T-Squared will implement student developed portfolios (physical or online) that will show the development of students in each grade level subject each year.	EVIDENCE: Submission of final student portfolio	EVALUATION: Each year a review of the portfolios will be conducted and an assessment/grade will be given according to the portfolio submission requirements.
GROWTH MEASURE: T-Squared will show positive attitude changes towards	EVIDENCE: Collection of social reform surveys	EVALUATION: Quantitative analysis review.
school for over 90% of the students by the end of its 10 th year.		

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

DATA—The data will be the collection of assignments placed in the portfolio for review. Educators will review and monitor submissions to present to parents during conferences.

PERSONNEL: The Academy Director will be responsible for overseeing progress, monitoring and documenting goals success or failure. The educators will be responsible for submission of requested documentation as it relates to the goals.

- a. Portfolios will be reviewed and monitored by educators.
- b. Surveys will be developed, administered and analyzed by the director.

RESOURCES—minimal

resources are necessary

- a. Created survey instrument
- b. Binders, paper and selected student items

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

INTERVENTIONS

- a. Meetings with the staff and students
- b. Meetings with the parents
- c. Revisit weaknesses and develop a plan of action to address the weakness noted in the survey's

Nonacademic Goal 2

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

Goal: By October 1st of each school year, T² Honors Academy will establish and maintain a clear and effective communication system with the teachers, parents, and students and it will be maintained through June on a weekly or bi-weekly basis (see Attachment K: Sample Parent Communication *Email*).

Action Steps	Evidence/Artifacts	Timeline
Progress book will be accessible to all parents involved	School orientation meeting will be held to distribute passwords and teach parents how to utilize progressbook to communicate with teachers and monitor grades	By August 29
A school newsletter will be created on a weekly basis to keep parents abreast of the upcoming activities offered by the school	Newsletter	From October to May

Alignment of goal to mission: The mission of the school is to infuse a passion for people and instill intrinsic motivation as a means to push our scholars to become social reformist. In order to become effective reformists, students must be knowledgeable and able to apply practical skills to everyday life. Utilizing the PBL/Inquiry/Problem Based model will assist in our efforts to increase achievement. We are also working to improve parent involvement to assure students are supported in the educational career. In doing so, increasing communication with parents can only help support the goal of a clear and effective communication system.

Grade levels: 7-12

Student population: Our school consists of predominately urban students from low socio-economic backgrounds. Within this group, there are various abilities shown from the students and differentiation helps us service the students academically. Ninety-eight percent of our students are African American with a gender make-up of 46% male and 54% female.

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FIXED MEASURE: T-Squared will assure that 75% of its parents receive access to their scholars progressbook account.	EVIDENCE: Progressbook parent login data shows how many parents are utilizing progressbook.	EVALUATION: Each quarter, the progressbook login will be printed off for review so additional efforts can be done to increase or maintain the percentage.
GROWTH MEASURE: T-Squared will	EVIDENCE: Email rosters and emails	EVALUATION: Weekly emails are sent
	sent out to the parents; parent letters	to the parents; the number of emails sent

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

This is an Academy goal hence:

Data: The data collected will be email correspondence to parents and documented mailings to parents who do not have an email address. The Academy secretary will also target parents who do not have emails and contact them to find out if they do have an email so that communications can be sent without cost. During Parent/Teacher conferences, parents are shown how to access their accounts. Parents will sign in to document those parents who needed additional assistance.

Resources: The resources used are the internet and general mail for parents who do not have an email address.

Personnel: The Academy secretary and the school administrator will assure mailings are distributed and sent as well as review/document complaints and any other issues pertaining to communication.

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

This is an Academy goal so the interventions would be to:

- a. Monitor and document the number of emails sent out over a months period.
- b. Monitor and document the number of communication complaints via phone log.
- c. Implement a plan of action to address the communication failures

Communities Served: The school should describe the communities the school serves and how the school connects with the community and families.

Student population served and how the needs of that population are being addressed through the mission, curriculum, instruction and services of the school:

The student population that is served are from urban districts surrounding the primary location of Warrensville Heights including Garfield Heights, Maple Heights, Cleveland Municipal, Garfield Heights and Bedford Heights City Schools. Research has proven that many urban districts disproportionately track African American students in special education programs more than they identify them for honors or gifted programs. Although all students are accepted into the program, we believe that the creation of honors students as opposed as identifying students for special education programs will be our emphasis. Our school prides itself in changing student mindsets to create a belief that the students can become honors students. In our spring survey last year, 67% of the students believed that they were honors students compared to 47% in the fall of the same school year. Additionally, the student population will come from districts where at least 75% of the student population is economically disadvantaged as indicated by the number of students on free or reduced lunch; so to push a change in mindset to encourage students to focus on education, will be a battle, but not one that cannot be won.

T-Squared services students in grades 7-12. The projected enrollment will be 120 in its 6th year and we will grow by 20-30 students each year to reach 200 by its 10th year of programming.

In T-Squared Honors Academy, an ethos of college preparation will be all-persuasive, and our educational program will be designed to ensure success in the most demanding college environments. This ethos will be inseparably linked to the curriculum through its undeniable pursuit to change society. The goal for the educational curriculum is to foster achievement of academic excellence for ALL, high, middle, and low performing, students while focusing on their individual intelligences. Students are exposed to various teaching methods in order to help them find their own unique way of learning.

Our social reform focus pushes our staff and students to try our best to connect with the families and community. These activities help us not only connect with the community but also aligns with our mission, curriculum and services to the school. Below are a few activities we host to engage the community and families (see *Attachment L: Sample Community Family Engagement*):

- a. Career Day: We use this opportunity to engage parents to share their jobs with the students. We also invite community members to participate as well. Each year we have 8-12 individuals that come out to support our students career selections.
- b. Food Drives: Our students take the time each year to conduct a community food drive to help those in need.
- c. Reading/Math/History/Science Nights: Each year to support the curriculum we attempt to have subject specific parent nights to encourage parents and students to work on necessary skills.
- d. Partnership with Ohio State Leadership Coalition: Assists in helping identify and bring about awareness to issues in the community.
- e. Community partnerships with the Cuyahoga Board of Health to offer programs/presentations for the students; Life Act—Teen Mental Health Company that supports students mental needs
- f. FAFSA-Parent college FAFSA meetings to assist our parents in financial aid submissions for their students.
- g. Parent Contact—Our teachers are required to contact parents for any student academic issues prior to grade submission. This allows parents to get involved and support their students needs (see *Attachment B*).
- h. Parent Involvement Initiative Meetings-Mandatory meetings to bring all parents to the school to discuss test information for individual

i.	students and necessary growth measures helps parents understand what they must do to help their scholar. Tendon Manufacturing/Midwest Global Partnership—We currently partner with two local manufacturing companies to provide a trade school approach for students who may not be interested in college or the military as a career track. The two companies work to bring over 2-4 students to have jobs for the summer and sometimes throughout the day.
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	ol's plan to provide families and community members opportunities to support the success of the school:
	rent Involvement Policy outlines our families and community members opportunities to support the success of the school. Please review the revised
policy	that was approved by the board on January 8, 2018 as well as the Volunteer Handbook noted in Attachment AE: Parent Involvement Policy.

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Academic Program: The educational program is developed with the goal of improved student outcomes and educational success of students. When describing the educational program, incorporate a pedagogical approach, curriculum, assessment culture and other elements that creates a comprehensive educational program addressing the whole child.

Overview of program delivery:

The educational program will include thematic, project, problem and inquiry based instruction in order to deliver knowledge to our students. This method aligns with the constructivist theory which states, " learning is an active, contextualized process of constructing knowledge rather than acquiring it. Knowledge is constructed based on personal experiences and hypotheses of the environment. Learners continuously test these hypotheses through social negotiation. Each person has a different interpretation and construction of knowledge process. The learner is not a blank slate (tabula rasa) but past experiences and cultural factors to a situation. Constructivism posits that learning is an active, constructive process. The learner is an information constructor. New information is linked to prior knowledge, thus mental representation are subjective." (Brooks, A. and Brooks, M., 1993).

Early learning social theorist who pioneered the development of such instructional practices as thematic, inquiry and project based teaching include Jean Piaget, John Dewey, Lev Vygotsky and Jerome Bruner. All believed that culture and prior knowledge shaped educational growth and was the cornerstone of cognitive development. Studies have also proven that students retain the majority of their information when they practice by doing and teaching others as opposed to lecture. (Brooks, A. and Brooks, M., 1993). T² Honors Academy will emphasize the instructional design that supports the constructivist philosophy by using thematic instruction in conjunction with project and inquiry based learning. All three of these methods have been proven time and time again in research to increase achievement and are well known, scientifically based research practices that develops critical thinking skills, a stronger grasp of conceptual ideas and an increased level of intellectual development.

This outline is developed to reflect the Ohio Department of Education Standards, with the aim of preparing students to succeed in the most challenging college environments. A vital component of effective teaching lies in articulating specific content and skill standards and placing them in a format which is easily understood and accessible by other faculty, parents, and students. For example, a thematic cross-curricular reading unit on African American History might include the following standards, all tied to reading and history:

- Students will design a chronological black history museum with tri-folds that highlight the different trials and tribulations of the culture. In addition, students will have to critically analyze the impact of various legislations rendered to keep African American or other minority populations inferior. Students will also analyze and discuss how each era impacted the African American people. The museum will include Life in Africa, The African Slave Trade, The Middle Passage, Slavery, The Civil War, Reconstruction, Jim Crow, The Harlem Renaissance, The Great Depression, WWI, The Civil Rights Movement, WWII, and African Americans today.
- Students will compare and contrast the views of today to the views that existed during the Jim Crow era.
- Students will write narratives based on the era for which they were interested most.
- Students will research one of the era's and write a 5 paragraph essay explaining its significance to the growth of the African American people.
- Students will use the writing process-brainstorm, outline, 1st draft, 2nd draft and final draft- as their guide in completing essay.
- Students will develop a survey instrument to measure the perspectives on racism in their community.

- Once surveys are completed, students will analyze data and draw conclusions about their community.
- Students will then formulate a plan to address the issues and take steps to bring about awareness of their actions to make changes.

Such collections of standards are an invaluable aide to teachers in organizing instructions, to administrators in evaluating teacher performance and to families and students in previewing and reviewing material. Our administrative staff and teachers will annually review the school standards in relation to the State standards to ensure their alignment through pacing guide redevelopment.

FOCUS OF THE CURRICULUM

T² Honors Academy's educational model is based on a combination of various theories that create a unique approach to not only developing methods to increase achievement, but identifying a unique way to educate the students who will be enrolled. These theories include W.E.B. DuBois' concept of obtaining knowledge to enhance ones intellect, moral character and integrity. Howard Gardner's concept of how children possess various intelligences through his multiple intelligence theory, James Banks Levels of Integration of Multicultural Content into Curriculum as well as Blooms Taxonomy. Through the use of these educational theories, it is only appropriate for T² Honors Academy to utilize the following educational models within its curriculum structure: thematic, project, problem and inquiry based learning. These scientifically based models will promote higher thinking and analysis of educational concepts and will increase our efforts to develop strong analytical thinkers and problem solvers. A student centered focused on instruction leads our schools academic curriculum allowing students to grow at their own pace, develop their own beliefs and practices to better solve problems. This will also increase the likelihood that more students will want to attend school because they are allowed to explore at their own pace. This strongly supports our mission to create leaders for change. Proof that these models work and research to support it, is noted below.

Thematic instruction has been proven to increase achievement in research studies. This approach relies on teachers to choose themes that the students can relate to and that connects to their life in order to foster engagement in the concepts of being taught. Through this connection, students are better able to understand how a concept is related to their world or the world in which they live in. When concepts are taught in isolation, the connections are difficult to make and many students fail to understand the concepts purpose. Cognitive research shows that educational programs should challenge students to link, connect, and integrate ideas and to learn in authentic contexts, taking into account their perception of real-world problems. (DiSessa, 2000; Linn & His, 2000) Students learn through different modes, styles and multiple intelligences. Teachers should access and integrate these modes for increasing opportunities for students to access and retain knowledge (Gardner, 1993). Research on brain-based teaching explains that the brain learns and recalls learning, through nonlinear patterns that emphasize coherence rather than fragmentation. The more teachers make connecting patterns explicit and accessible for students, the easier the brain will integrate new information (Hart, 1983).

Project Based, Problem and Inquiry Based Learning has also been in the forefront of scientific research. It has been proven to increase achievement and increase students understanding of concepts taught. This approach relies on the teachers to develop lessons that revolve around a project that will be (in our case) associated with the curriculum aligned theme. These projects will encourage students to research and question their methods, analyze problems, synthesize and evaluate concepts taught in class. All methods (Blooms Taxonomy) which require higher levels of critical thinking and application in order to complete. Problem-Based Learning methods are used primarily in our math courses and Inquiry-Based methods in our science courses. "Standards focused

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Project Based Learning and Inquiry is effective in building deep content understanding, raising academic achievement and encouraging student motivation to learn. Research studies have demonstrated that PBL can:

- Be more effective than traditional instruction in increasing academic achievement on annual state administered assessment tests.
- Be more effective than traditional instruction for teaching all subjects.
- Be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers.
- Be more effective than traditional instruction for preparing students to integrate and explain concepts.
- Be especially effective with lower-achieving students. " (Buck Institute for Education, 2013)

ASSESSMENT CULTURE: Our staff does weekly and quarterly assessments to guide their instruction. It is outlined in our improvement plan. (see Attachment M: School Improvement Plan)

OTHER COMPREHENSIVE METHODS TO ADDRESS THE WHOLE CHILD:

T-Squared makes every effort to encourage students to find themselves. We try to offer various academic and athletic clubs to support students' needs. The following all help improve student outcomes because they require students to keep their grades at a certain GPA in order to continue participation. Students who participate are monitored highly to promote academic stamina and balance.

African American Studies Course-It is imperative that students who are of different ethnic origin come to an understanding of their history and background to better themselves. Our African American studies course focuses on the premise of W.E.B Dubois and others that states one must know where they have come from in order to better know where they are going. All students are exposed to African and African-American History with reading standards as the foundation of the program in order to increase reading skills. The reading standards are aligned with the ELA classes in order to strengthen their reading skills.

Performing Arts Program—Our students use vocal, dance and the art program as an outlet for their other interests, depression and/or family issues. These performances are done in front of their parents and teaches them commitment and dedication to a cause. We also have two art shows that parents attend to view student artwork. It also is a method to encourage the students to do well in school in order to continue participating in the arts program and to get the parents involved in the school program. (see Attachment N: Pictures of Students)

Athletic Program—Our students are able to participate on an all year around competitive cheerleading team, basketball team and a seasonal volleyball team. These athletic activities encourage the students to perform well in their classes as well as on the field. (see Attachment N: Pictures of Students)

Debate Team/Mock Trial Team—Our students just concluded their first debate competition placing 4th out of 8 teams. They have a long way to go, but the students involved loved the experience as they had never participated in anything competitive until this year. They were able to debate such social topics as prison reform and the dismantling of the electoral college in American elections. The debate team focuses on the art of building an argument and supporting it with facts. This definitely supports our philosophy and curriculum as we argue the need for social reform in various areas. Mock trial is also carries the same method as it pushes for the students to build an argument on a case study of facts, then argue based on the understanding of the constitutional amendments. (see Attachment N: Pictures of Students)

Evidence that the educational program supports improved student outcomes:

Evidence is important to the improvement of an educational program in order to better support the needs of the students. During the 2017-18 school year, we provided our students with the aforementioned supports in addition to the ones listed below that increased our value-added score from a "C" to a "B" as well as our closing the achievement gap score from a "D" to a "B".

- a. TUTORING—Students were offered tutoring 2-4 times a week and parents were informed about the dates on a consistent basis.
- b. INTERVENTION PERIODS—Intervention sessions were built into the schedule to increase the likelihood that the students would be able to attend to receive necessary supports.
- c. DIRECT INSTRUCTION—There was an emphasis on direct instruction practices to increase student learning.
- d. PACING GUIDE—Pacing guides became working documents revisited each quarter.
- e. ASSESSMENT PRACTICES—Mini formative assessments were done weekly to measure growth and mastery on state standards and these assessments were used to guide instruction for the following week.

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Curriculum and Instruction

Attach the documentation establishing that the curriculum and instruction align with Ohio's Learning Standards.

(see Attachment C: Sample Pacing Guides for pacing guides to establish alignment with Ohio Learning Standards. If all pacing guides are required please request accordingly. This document is very large already and I did not want to print more paper unnecessarily.)

Our teachers work together to develop a working pacing guide document for each grade level and subject. The pacing guides are used to create their lesson plans, develop assessments and differentiate instruction.

Delivery methods for curriculum and instruction:

Our teachers practice a few methods of delivery to assist in the best learning environment for the students:

- a. CENTERS—Centers are done once or twice a week as a method to deliver standards-based instruction to smaller groups. For centers, the educators focus on standards that the students did not perform well on to reteach. In the small groups, students are retaught standards that they did not understand through group discussion and teacher facilitation.
- b. SMALL GROUP—Through our intervention periods, teachers may pull out students from special classes in order to reteach weak standards. This allows for educators to work with students who may still need assistance in the area of weakness.
- c. HETEROGENEOUS/HOMOGENEOUS GROUPING—Teachers group students based on needs. Homogeneous grouping is used to reteach while heterogeneous grouping is to introduce new concepts.
- d. DIRECT INSTRUCTION—Our teachers rely on the direct instruction method to improve student understanding and retention of materials then they put it into practice following the lesson.
- e. STUDENT CENTERED APPROACH—We are a project-based school so much of how the students learn is guided by them. The students are taught the concept, then they are able to practice following the lesson. We are also a problem/inquiry based school which allows our students to focus on solving issues through exploration.

Process for ongoing development, improvement and refinement of curriculum: In order to continuously improve, our school has implemented a working improvement plan that is revisited each year. Our educators meet with the director once a quarter to discuss necessary updates and/or changes to the pacing guide. If there is a problem with the curriculum in that it does not align with Ohio Standards or students did not retain necessary standards taught during the specified time-frame, adjustments are made. For example, our history teacher noted that our pacing guide had to be changed because students were having difficulty learning and retaining information about important documents (Constitution, Bill of Rights, etc) and the renaissance periods. We reviewed the pacing guide and moved the subject areas to the beginning of the year instead of the end so that more interventions could take place throughout the year to better increase the likelihood of retention in American History. With the subject area being tested, our hope is that the changes may increase our state scores. Our school improvement plan assists in guiding our curriculum needs and reaching the Academy's overall goals. The following phases of our improvement plan assists in helping our educators and administrators make changes to the pacing guide and monitor the effectiveness of our curriculum. (see Attachment M: School Improvement Plan)

PHASE III- ASSESSMENT & ANALYSIS

- a. Weekly Standards (cyclical grading)
 - i. 2-3 specified weekly standards that you will address based on the provided school issued pacing guide
 - ii. Your week will focus on those standards only
 - iii. Thursday/Friday you will give a 3-5 question quiz on the standard/s; these quizzes will be created by you and the language of the state assessment
 - 1. Assessments MUST have 3-4 multiple choice questions and at least 1 extended response that focuses on the writing standards
 - iv. Pacing guide binder and assessments- place all assessments, etc. in binder.
- b. Assessments must be graded immediately, and the assessment analysis must be submitted with your lesson plans. The lesson plans MUST show how you have used the data and at least one question in your new assessment MUST be from the previous week in order to assess mastery. All weekly assessments MUST be submitted with your weekly lesson plans. RECAP:
 - i. Assessment analysis submitted with lesson plans
 - ii. Differentiated plan for students who did not master standards
 - iii. Weekly assessments MUST be submitted with the lesson plan

c. Standards Based Grading

- i. 2-3 grades in the grade book a week that aligns the standards highlighted during the week-IE: Intellectual Reflections, pop quizzes, homework assignments
- ii. Each named assignment in the gradebook MUST have the standard attached to the assignment
 - 1. IE- "The Bears" Reading R17, R18

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- d. Effort Grading
 - i. NO grades will be given for effort- the only time this method can be used is if a student has a 59.0% and you would like to bump them to a D for their effort
 - ii. There will be NO grades listed that say EFFORT or the like in the gradebook- we will be STRICTLY grading on STANDARDS
 - iii. Students EARN grades, they are not GIVEN grades
- e. Sense of Urgency/High Expectations/Increasing RIGOR
 - i. If they do not turn an assignment in, it's a "0", put in the gradebook; do not leave it blank- Follow your make-up policy
 - 1. SAMPLE MAKE -- UP POLICY
 - a. Center Rotations (folders with activities where students must score a 70% or higher for credit; center activity goes in the gradebook in place of a zero)- eliminates copying
 - ii. Deadlines MUST be adhered to and it MUST be quality
 - iii. Always have a rubric distributed WHEN you introduce a PBL activity
 - iv. NO make-up work or assignments MUST be done in that week
 - v. SYLLABUS REQUIRED FOR ALL HIGH SCHOOL CLASSES- not a summary of your class, but a breakdown of DUE dates per quarter or semester
- f. Testing Strategies practice
 - i. Teachers are required to go over assessments on Friday after the test or on Monday.
 - ii. Use your projector/Elmo to project the assessment and complete the answers together.

PHASE IV- INTERVENTION/ REMEDIATION COURSE

- g. These sessions will occur Monday-Wednesday-Friday
- h. 7-8th Grade and 9-12th Grade
- i. Teachers will be required to mix groups of students and teach a targeted/remediation course for those students who need additional assistance in a specified area
 - i. Physical Science & Biology
 - ii. Algebra I & Geometry
 - iii. American History & Government
 - iv. ELA I & ELA II
 - v. ELA 7-8th Grade & MATH 7-8th Grade
- j. Reteach concepts ALREADY introduced OR remediate by going back to the BASICS

k. Centers, differentiated instruction, peer tutoring (You can choose your tutors)- MINIMAL DIRECT INSTRUCTION-ALL REVIEW- STUDENT FOCUSED

PHASE V- TEAM PLANNING- Tuesday/Thursday

- I. Team planning is an opportunity to pull students or parents into meetings for behavior corrections, positive reinforcement or other.
- m. These sessions could also be for determining who will be in the intervention sessions.
- n. Each teacher must review data growth/mastery
- o. This is also an opportunity to organize methods to decrease distractions (get the parents in EARLY), organize school-wide positive activities, create class leadership
- p. One team plan day will be to work with a group of high achievers on your team on a social issue activity- to challenge them and get them out into the community to speak and share their talents

PHASE VIII--- VOCABULARY

- q. All educators must include time for vocabulary be it daily for 5 minutes or weekly
- r. ELA MUST have a vocabulary notebook or the team must expect 1 vocabulary notebook for all classes

PHASE X--- DIFFERENIATION

- s. Monitored group activities
 - i. Homogeneous or Heterogeneous methods
 - ii. One of the groups, you should be working with to assure the skills are being addressed
 - iii. Groups can be assessment based
- t. Centers done once a week
 - i. Addresses multiple weaknesses
 - ii. Allows for individualized instruction
- u. Conferences with each student at least once per quarter- Put on your calendar
 - i. This allows for you to tell them where they are weak on an individual basis

PHASE XI--- FOCUS ON APPLICATION OF LEARNING -PBL

- v. Focus will be on project based learning-PBL
- w. Not focusing on the test
- x. Case study approach- All classes will focus on PBL/Inquiry based instruction by utilizing case study projects at minimum twice a quarter
- y. Teams will develop a presentation format that will be used in all classes to present projects. At minimum a day must be used to present projects and information. This should be planned into your week.

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PHASE XIII—STUDENT SELF MONITORING DATA

- z. Students should have a file or form that allows them to review their weekly assessment data (can be placed in their portfolios)
- aa. Self-monitoring should be a part of your routine once a week and placed somewhere in your classroom for student, parent and teacher access.
- bb. Students should begin goal setting

PHASE XIV--- INCREASING RIGOR

- cc. Be firm with deadlines/ Deadline accountability
- dd. Increase independent study/ independent research
- ee. Workload is QUALITY not QUANTITY
- ff. Increase critical thinking efforts by the QUALITY of work given
- gg. Student work is analyzed, strong feedback is provided to individual students
- hh. Increase individual student conferencing on writing and subject specific items- each scholar should have a conference with you at minimum 4 times a year
- ii. Increase sustained silent periods of focus and mental development
- jj. 11th-12th grade will move more towards lecture/notes with group projects and critical thinking activities and presentations

PHASE XVI- EFFECTIVE PARENT COMMUNICATION

- kk. Parents should be contacted every few weeks if students are receiving a "D" or an "F". Contact should be logged.
- II. Parents should be contacted about weekly assessments- parents should be given a code; spreadsheet of scores sent with numbers that represent the student to all parents via email, no names.
- mm. Positive phone calls during team planning

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

At T-Squared, we utilize in house professional development as well as outside resources. Our team is aware that not all people need the same resources or have the same educational weaknesses. Our teachers are allowed to find subject specific professional development that caters to their own individual needs. It is like differentiating instruction for students, we try to do the same for educators. Hence, our teachers have attended teacher leadership conferences, History and ELA conferences as well as student-based PD's that focus on how to manage disruptive students. Our teachers have also utilized the Cuyahoga ESC to provide professional development on project-based learning (PBL).

Methods for determining professional development needs of staff:

At the start of the year, emails are sent to staff members and information about PD's are highlighted during staff meetings stressing that they begin looking for professional development opportunities that align with their SMART goals once they are created. They submit their requests and approvals are given based on their explanation of alignment. PD's are also determined by observations and evaluations which align with the state teacher standards. If there is an issue with any of the standards, the teachers will be guided to find PD's focused on the standard of weakness in order to improve.

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

Teachers are observed twice, once in the fall and once in the spring and then they are provided a final evaluation that will highlight both observations, weaknesses and strengths as well as observed evidence of their SMART Goal progress. Our teachers are also required to complete an OATES Binder to provide evidence of the 7 teacher standards from their classroom experiences.

Please see attached examples (see Attachment O: Sample Teacher Evaluations).

Note: I have included one evaluation along with their observations. The name is fictitious however, the information contained within the observation and evaluation is real. I do two observations as noted by the two examples as well as a final observation.

Arts, Music, Physical Education, Technology and Career Readiness

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Overview of the additional curriculum outside of the core academic areas:

- Performing Arts
- African American Studies
- Spanish Curriculum
- Art
- Career Readiness, Public Speaking
- Social Reform Project
- Case Study Approach
- Junior/Senior Portfolio Assessments

T-SQUARED JUNIOR/SENIOR PORTFOLIO ASSESSMENT

PURPOSE

The JUNIOR PROJECT ASSESSMENT (JPA) which is the precursor to the SENIOR PROJECT ASSESSMENT (SPA) was developed as an opportunity for students to develop an understanding of social reform and explore various elements of societal distress in order to formulate methods to improve them. The JPA and SPA (see Attachment H: Junior/Senior Portfolio Assessment Requirements):

- Allow students to identify specific social issues that are in need for reform so that it an assist them in formulating their ideology on developmental changes in the areas of focus
- Will require students to utilize community resources and work directly with social activist organizations throughout the year, such as NAACP and the Civil Rights Commission
- Will assist in our students preparation for college
- Will assist in our students' demonstration of understanding social activism and can attempt to develop their role in contributing to social change.
- Will encourage our students to measure their own personal growth and development as they move towards adulthood
- Will demonstrate if the scholar has strengthened their foreign language fluency
- Will teach scholars how to prioritize

PORTFOLIO

The portfolio is an assigned independent study requirement for graduation to move from T-Squared Honors Academy. The Independent Study Course has a required ½ credit for Junior year and a ½ credit for Senior year. It is very important because if not completed, you will be unable to graduate. All items noted below are required and you may be creative in how it is designed:

- a. Binder or other binding element to keep all items organized
- b. Page numbers
- c. Everything should be typed in the JPA/SPA- drafts do not need to be typed
- d. Tabs to separate sections with titles
- e. Title Page
- f. Table of Contents
- g. Annotated Bibliography of articles and items in portfolio
- h. This requirement sheet should be in the front of the portfolio
- i. Graduation Map should be in the front of the portfolio

The Junior/Senior Thesis is a research project that requires the students to complete a study on a question of their choosing. Once the question has been completed. They must create an instrument, survey individuals and analyze the data. We are a social reform school, hence the topic must be in alignment with a social issue that should be addressed or exposed to the world. (see *Attachment D: Sample Student Junior Thesis*) Students must have 5 chapters including a literature review, research findings and appendices.

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Student Performance, Assessment and Program Evaluation

School standards for promoting students:

Our Promotion and Retention Policy outlines our school standards for promoting students. Please review the revised policy that was approved by the board on October 28, 2017 as well as our High School Catalog, pg. 45 noted in Attachment AF: Promotion and Retention Policy/High School Catalog)

Promotion and Retention Decisions

Assessment of the student in the context of the total learning situation and its attendant circumstances should be used to determine what is best for the student. Factors to be considered in deciding what is best for the student should include:

- 1. current skill level;
- 2. the student's age;
- 3. achievement potential;
- 4. previous performance;
- 5. evaluative data;
- 6. chances for success with more difficult material when current skills are inadequate;
- 7. number of absences;
- 8. previous retention;
- 9. maturity level;
- 10. standardized test results;
- 11. what benefits can be accomplished by retention

<u>Promotion</u>

Promotion shall be based on skill mastery and shall be considered on the basis of what is best for the child in terms of school success. Grades will be a major factor in determining promotion. For high school students, credits are important. Unfortunately, if a student has missed 10% of the required attendance days of the current school year and failed two or more of the required curriculum subject areas, they will NOT be promoted to the next grade level. Additionally, all 11th and 12th graders MUST successfully complete their Independent Study with a grade of pass on their portfolio assessments for 1 full credit towards their graduation credit for the two years they work on them. During their Junior year, they must complete volunteer services, college exploratory activities and write papers in preparation for their future.

Conditional Promotion and/or Assignment to Transitional Classes

If a student's ability to succeed at the next grade level is highly questionable, consideration shall be given to conditional promotion and/or assignment to transitional classes if such classes exist.

<u>Retention</u>

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Retention is used to help students improve their knowledge base by providing an additional year of instruction to address inadequate skills mastery. Retention will be considered on an individual basis. Deficiencies in several of the factors to be considered in deciding what is best for the student that are listed above indicate that retention shall be considered. Retention, however, should not be used as a punitive measure or as a way to hold a student back because of parental wishes when a student's performance does not warrant it or when the school feels retention is inappropriate. However, in most instances, if a student was truant (defined as absent without excuse) for more than 10% of the required attendance days in the current school year; failed two or more of the required curriculum subject areas of the current grade, they may be retained. An exception applies where the school principal/administrator and the teachers of any failed subject areas agree that the student is academically prepared for the next grade level.

Special Consideration

Special consideration for promotion and/or retention shall be given to students with special academic, social, and emotional needs.

A collectively developed educational plan which suggests different strategies and materials should be considered for every student to be retained. The Superintendent (or designee) shall monitor the progress of the students.

Academic Interventions

It is expected that interventions will occur on an ongoing basis and that effective intervention strategies may result in a student's promotion. Therefore, instructional strategies, classroom grades, and intervention opportunities shall be monitored and reviewed by principals on a regular basis.

Required Interventions

Academic interventions shall be required for the following students:

- Students who are not making satisfactory progress toward academic benchmarks;
- Students who have not met promotional standards by the end of the school year/ (retained students)
- Students who are one or more years behind grade level in a course or grade
- Students not performing at the level to meet College Readiness Benchmarks, as defined by ACT

Student Evaluation and Intervention- Grades 3-8

A criterion-referenced test will be administered in subjects and grade levels in accordance with policy of the State Board of Education. Based on achievement data from the benchmark years 3, 5, and 8, there shall be a research-based intervention initiated by the local education agency for students scoring below proficient in reading, language, and mathematics on the criterion referenced portion of the state achievement test. The intervention shall occur during the year following the benchmark assessment data. Evidence of compliance with this requirement shall become a component of the school improvement plan.

English Language Learners (ELL)

ELL students shall meet the same standards as all students. However, in accordance with federal law, English language proficiency shall not be the sole factor in determining that a student has not met performance standards for promotion. Intervention strategies shall include, where appropriate, assistance in the development of English language proficiency.

Students with Disabilities

To the maximum extent appropriate, students with disabilities shall be governed by Ohio student standards established for students without disabilities. Students with disabilities who meet the requirements established by the Ohio Board of Education shall earn regular diplomas. All enrichment, interventions/remediation, opportunities, benefits and resources made available to students without disabilities shall be made available to students with disabilities. Students with disabilities may be exempt from promotion/retention standards if an Individualized Education Plan (IEP) team determines that the student does not have the ability to successfully meet general curricular standards.

Students with disabilities are not subject to promotion/retention standards. If due to the nature and severity of their disability, they have an IEP allowing them to take an alternative form of state/city wide assessment.

Parent Concerns

Parents who disagree with the decision of the teacher(s) and principal regarding the promotion or retention of a student may appeal the decision to the Superintendent or his designee. The decision of the Superintendent or his designee shall be final.

IV. RESPONSIBILITY

The Superintendent (or designee) is responsible for administering this policy.

School design for measuring and reporting performance and progress of the school as a whole, student cohorts over time, and academic and social development of each student:

Teacher Student Reporting of Performance: Teachers are required to report weekly and quarterly assessment data to the parents in order to for them to be informed of their scholars growth.

Each year our annual academy report must be issued to the parents and community to view. In the report is the student demographics and performance reports based on the Ohio High School Report Card data. It also shows growth trends or declines over time as well. Surveys conducted twice a year and shared within the academy report shows the academic and social development of our students. (see Attachment Q: for most recent Annual Report)

Assessments for measuring achievement that are research-based and consistent with the school's mission:

(see Attachment R: Quarterly Assessments For Math/Reading)

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Describe how the school uses student data to facilitate decision-making with the goal of improved student outcomes.

T-Squared has created a cyclical grading strategy to align teacher planning with data outcomes. Our teachers are required to choose 2-3 standards to teach during the week. These standards will be measured at the end of the weak to help guide the interventions, differentiation methods and enrichment for the following week. The data helps our teachers complete their lesson plans well informed about the needs of the students. In our school improvement plan (see *Attachment M: School Improvement Plan*), we have the following grading cycle that we follow in order to facilitate decision making to improve student outcomes on all levels.

A>Weekly Standards (cyclical grading)

-- 2-3 specified weekly standards that you will address based on the provided school issued pacing guide

--Your week will focus on those standards only

--Thursday/Friday you will give a 3-5 question quiz on the standard/s; these quizzes will be created by you and the language of the state assessment Assessments MUST have 3-4 multiple choice questions and at least 1 extended response that focuses on the writing standards

--Pacing guide binder and assessments- place all assessments, etc. in binder.

B>Assessments must be graded immediately, and the assessment analysis must be submitted with your lesson plans. The lesson plans MUST show how you have used the data and at least one question in your new assessment MUST be from the previous week in order to assess mastery. All weekly assessments MUST be submitted with your weekly lesson plans. RECAP:

- iv. Assessment analysis submitted with lesson plans
- v. Differentiated plan for students who did not master standards
- vi. Weekly assessments MUST be submitted with the lesson plan or the Wednesday prior to the assessment for review

Involvement of the following stakeholder groups in reviewing and responding to student achievement data:

1. Governing authority—The Governing Authority reviews quarterly data updates and annual reports to address and question necessary needs for improvement. Once the data is reviewed, the GA asks questions of the superintendent in regards to improvements and/or continuation of effective methods.

2. School administrators—School administrators help create assessments, review data with the educators, discuss educational practices, review the lesson plans for improvements in direct instruction and provides additional feedback on lesson plans that may not address weaknesses. The school administrators are very involved in this process as it helps them pursue other methods and strategies on how to respond to educators to improve practices.

3. Teachers—Teachers help create assessments, review data with administration, evaluate their teaching practices, discuss improvement to direct instructional strategies or classroom management strategies, analyze the data to create their lesson plans and develop centers and activities for the class to learn the standards. They are very engaged in this process as it effects the reflection process on their teaching practices.

Attachment 6

Attachment 7

SUSPENSION/EXPULSION POLICY

Informal Discipline, Due Process, Expulsion, Permanent Exclusion, Probationary Admission



T-SQUARED HONORS ACADEMY

SUSPENSION AND EXPULSION POLICIES INCLUDING COMPLIANCE WITH DISABILITIES REQUIREMENTS

Informal Discipline

Informal discipline takes place within the school. It includes:

A. writing assignments;

B. change of seating or location;

C. pre-school, lunch-time, after-school detention;

D. in-school discipline.

Detentions

A student may be detained after school or asked to come to school early by a teacher, after giving the student and her/his parents one day's notice. The student or her/his parents are responsible for transportation.

In-School Discipline

The following rules apply to In-school Discipline:

A. Students are required to have class assignments with them.

B. Students are not to communicate with each other unless given permission to do so.

C. Students are to remain in their designated seats at all times unless permission is granted to do otherwise.

D. Students shall not be allowed to put their heads down or sleep.

E. No electronic communication devices, radios, CD/MP3 players, cards, magazines, or other entertainment/recreational articles or devices shall be allowed in the room.

(i) No food or beverages shall be consumed.

Formal Discipline

Formal discipline involves removal of the student from school. It includes emergency removal for up to three (3) school days, suspension for up to ten (10) school days, expulsion for up to eighty (80) school days or the number of days remaining in a semester, whichever is greater, and permanent exclusion. Suspensions and expulsions may carry over into the next school year. Any student who is expelled from school for more than twenty (20) days or for any period of time if the expulsion will extend into the following semester or school year will be provided with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitude and behavior that contributed to the incident that gave rise to the student's expulsion. The Superintendent at her/his discretion may require/allow a student to perform community service in conjunction with or in place of an expulsion. The Superintendent may impose a community service requirement beyond the end of the school year in lieu of applying the expulsion to the following school year. Removal for less than one (1) school day without the possibility of suspension or expulsion may not be appealed.

Students being considered for suspension are entitled to an informal meeting with the building administrator prior to removal. Also, students being considered for expulsion are entitled to an informal meeting with the Superintendent or designee prior to removal. During the informal meeting, the student will be notified of the charges and given the opportunity to respond.

Students involved in co-curricular and extra-curricular activities such as band and athletics can lose their eligibility for violation of the school rules.

If a student commits a crime while under the school's jurisdiction, s/he may be subject to school disciplinary action as well as action through local law enforcement.

DUE PROCESS RIGHTS

Before a student is suspended, expelled, or permanently excluded from school, there are specific procedures that must be followed.

As long as the in-school discipline is served entirely in the school setting, it will not require any notice or meeting, or be subject to appeal.

All students will be afforded their due process rights, as prescribed by the Ohio Revised Code 3313.66, prior to the administration of any discipline resulting in, suspension, or expulsion.

Discipline of students with Disabilities

Students with disabilities are entitled to the rights and procedures afforded by the Individuals with Disabilities Education Improvement Act (I.D.E.I. A) and where applicable, the Americans with Disabilities Act (A.D.A), and/or Section 504 of the Rehabilitation Act of 1973. This will include providing alternate dispute resolution and technical assistance to parents of students with disabilities.

- a. Manifestation Hearings
- b. Mediation

Suspension from School

When a student is being considered for a suspension, the administrator in charge will notify the student of the basis for the proposed suspension. The student will be given an opportunity to explain her/his view of the underlying facts. After that informal hearing, the principal [or assistant principal or other administrator will determine whether or not to suspend the student. If the decision is made to suspend the student, s/he and her/his parents will be given written notification of the suspension within one (1) day setting forth the reason for the suspension, the length of the suspension, and the process for appeal. The suspension may be appealed, within five (5) days after receipt of the suspension notice, to the principal. The request for an appeal must be in writing.

During the appeal process, the student shall not be allowed to remain in school.

If the appeal is heard by the Board's designee, the appeal shall be conducted in a private hearing. If the appeal is heard by the Board of Education, the appeal shall be conducted in executive session unless the student or her/his representative requests otherwise. A verbatim transcript will be made and witnesses will be sworn in prior to giving testimony. If the appeal decision is to uphold the suspension, the next step in the appeal process is to the Court of Common Pleas.

Absence from school due to suspension shall be considered an authorized absence and is excused. The student will be given credit for properly-completed assignments and will receive a grade for any made-up tests.

Emergency Removal

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on the school premises, the Superintendent, principal or assistant principal may remove the student from any curricular or extracurricular activity or from the school premises. A teacher may remove the student from any curricular or extracurricular activity under the teacher's supervision, but not from the premises.

If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing within one (1) school day. No prior notice or

hearing is required for any removal under this procedure. In all cases of normal disciplinary procedures where a student is removed from curricular or extracurricular activity for less than one school day, and is not subject to further suspension for expulsion, the following due process requirements do not apply.

If the emergency removal exceeds one (1) school day, then a hearing will be held within three (3)

school days after the removal is ordered. Written notice of the hearing and the reasons for removal and any intended disciplinary action will be provided to the student, as soon as practical prior to the hearing. If the student is subject to an out of school suspension, the student will have the opportunity to appear at an informal hearing before the principal, assistant principal, Superintendent or a designee, and may challenge the reasons for the removal or otherwise explain her/his actions.

Within one (1) school day of the decision to suspend, written notification will be given to the parent(s) of the student. This notice will include the reasons for the suspension, the right of the student or her/his parent(s) to appeal to the Board or its designee, and the student's right to be represented in all appeal proceedings. If it is likely that the student may be subject to expulsion, the hearing will take place within three (3) school days and will be held in accordance with the procedures outlined in the Student Expulsion Policy. The person who ordered or requested the removal will be present at the hearing. In an emergency removal, a student may be kept from class until the matter of the alleged misconduct is resolved either by reinstatement, suspension or expulsion.

Expulsion from School

When a student is being considered for expulsion, the student and parent will be provided with a formal notice of the proposed expulsion. This written notice will include the reasons for the intended expulsion, notification of the opportunity to appear in person before the Superintendent

or the Superintendent's designee to challenge the reasons for the expulsion and/or explain the student's action, and notification of the time and place to appear. Students being considered for expulsion may be removed immediately. A hearing will be scheduled no earlier than three (3), nor no later than five (5) school days after the notice is given. Parents may request an extension of time for the hearing. The student may be represented by her/his parents, legal counsel, and/or by a person of her/his choice at the hearing.

In accordance with Board Policy, the Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion will be imposed for the same duration that it would have been had the student remained enrolled.

If a student is expelled, the student and the student's parents will be provided with written notice within one (1) school day of the imposed expulsion. The notice will include the reasons for the expulsion, the right of the student, or the student's parent(s) to appeal the expulsion to the Board or its designee, the right to be represented in all appeal proceedings, the right to be granted a hearing before the Board or its designee, and the right to request that the hearing be held in executive session.

Within fourteen (14) days after the Superintendent notifies the parents of the expulsion, the expulsion may be appealed, in writing, to the Board of Education or its designee. A hearing on the requested appeal will be formal with an opportunity for sworn testimony. If the expulsion is upheld on appeal, a student's parents may pursue further appeal to the Court of Common Pleas.

Students serving expulsions will not be awarded grades or credit during the period of expulsion. Expulsion for certain violations including use or possession of alcohol or drugs, may result in revocation of student's driver's license. When a student is expelled, the Superintendent will notify any college in which the expelled student is enrolled under the Postsecondary Enrollment Option at the time the expulsion is imposed.

PERMANENT EXCLUSION

The Board may seek the permanent exclusion of a student 16 years of age or older who is either convicted in criminal court or adjudicated delinquent by a juvenile court of any of the following offenses that occur on school grounds or at a school function:

1. illegal conveyance or possession of a deadly weapon or dangerous ordnance, carrying a concealed weapon, aggravated trafficking, trafficking in drugs, trafficking involving the possession of a bulk amount of a controlled substance or the sale of a controlled substance; and/or

2. aggravated murder, murder, voluntary or involuntary manslaughter, felonious or aggravated assault, rape, gross sexual imposition or felonious sexual penetration, if the victim is a district employee.

In addition, complicity in any of the above acts may be the basis for permanent exclusion.

Any building administrator witnessing, or having knowledge of, one of these acts must report the

incident to the Superintendent within 24 hours, whether or not the student is over 16 years of age.

If the Superintendent receives notification that a student has been found guilty of or is adjudicated delinquent for any of the listed offenses, a determination must be made whether the student's continued attendance endangers the health and safety of other students or employees or whether the student's attendance poses a danger of disruption to the graded course of study. If the Superintendent determines that either danger exists, she/he may recommend that the Board adopt a resolution requesting the State Superintendent of Public Instruction to permanently exclude the student from attendance in any Ohio school. Written notice of the Superintendent's recommendation for permanent exclusion is provided to the student and her/his parent(s).

The Board acts upon the Superintendent's recommendation within 14 days. Among the items the Board considers its information based on:

1. academic and extracurricular activity record of the student;

2. disciplinary record of the student;

3. social history of the student;

4. response to prior discipline and sanctions;

5. seriousness of the offense and any aggravating circumstances;

6. any mitigating circumstances;

7. evidence regarding the possible danger to other students and employees if the student remains in the district;

8. evidence regarding the probable disruption of the graded course of study; and

9. availability of less serious sanctions that would permit the student to stay in the district without conflict with either (7) or (8).

The Board may allow for the hearing of witnesses and the presentation of additional evidence.

If the Board adopts the resolution to permanently exclude the student, the Board: 1. forwards the written resolution, together with the adjudication or conviction and a copy of the student's entire school record, to the State Superintendent;

2. promptly designates a representative to present the district's case for

permanent exclusion to the State Superintendent; and

3. forwards a copy of the resolution to the student and her/his parent(s).

If the State Superintendent rejects the resolution, the student shall be re-admitted to the district's schools.

No employee shall knowingly admit, or cause by inaction to be admitted, any student who has been permanently excluded.

Re-Admission From a Permanent Exclusion

If the Superintendent determines that a permanently excluded student no longer represents a danger to the health and safety of other students or staff, the Superintendent may recommend that the student be re-admitted.

On the recommendation of the Superintendent, the Board considers a resolution requesting the State Superintendent to revoke the permanent exclusion. If the Board adopts the resolution, it is forwarded to the State Superintendent, together with the reasons for the resolution and any relevant information.

Probationary Admission Following a Permanent Exclusion

Under state law, a student permanently excluded from school may request probationary admission for a period not to exceed 90 days in any public school district.

If a student requests consideration of probationary admission into the district, the Superintendent may enter into discussions with the student and her/his parent(s) to develop a probationary admission plan designed to meet the educational needs of the child and the disciplinary requirements of the district.

If a satisfactory plan is developed, the Superintendent recommends that the Board allow the student to attend classes according to the terms of the plan. The Board acts on the recommendation within 14 days.

If a student violates the terms of the re-admission plan, the Superintendent may immediately remove the student, pending action by the Board. The Board's action must take place within five days from receipt of the Superintendent's recommendation to revoke the re-admission.

A student in compliance with her/his probationary re-admission plan may request either an extension of the plan for an additional 90 days or for the Superintendent to recommend that the permanent exclusion be revoked.

Attachment 8

FINANCIALS

Five Year Forecast, Financial Information



T-SQUARED HONORS ACADEMY

FINANCIAL

The Epicenter submission of our five year forecast itemizes dollar allocations to assure money is handled in order to sustain the schools budgetary needs beyond 5 years. If the school encounters some financial difficulties, initially and if necessary, Charter School Capital has helped support our needs financially when there are inconsistencies in funding from the state. In working with their company, we have been able to pay bills that were necessary and needed to assure future purchases. Our school has made a financial plan of action to decrease our expenses and have been diligent in following through with the plan.

According to the Ohio Revised Code, any loans, and/or cash flow assistance is accounted for, documented and do bear interest at a fair market rate. As in both Charter School Capital and the start-up loan given by Dr. Ford, each have a fair market rate.

Financial viability is the greatest challenge to the success of the school; however with due diligence and determination this challenge will be met. It has already been proven by numerous community schools that a school can successfully operate on the State's perpupil allotment, along with the other entitlements such as: the Federal title monies, DPIA funds, parity aid, and State and Federal grants.

FIVE YEAR FISCAL—Submitted in Epicenter

Attachment 9

ATTACHMENT

Employee Benefits



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T-SQUARED HONORS ACADEMY

Employee Pay and Benefits

Benefits Eligible employees are provided a wide range of benefits. A number of the programs (such as State Teachers and School Employee Retirement, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the School Employee Benefits Manual. Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible to participate in the School's health care benefits. Employees who are regularly scheduled to work thirty-five (35) or more hours per week are eligible for the School's benefit package. The eligibility of an employee for any specific benefits are listed in the plan description documents which take precedence over this Handbook or any other statements made by School employees as to eligibility, coverage, or reimbursement. Elected benefits, if appropriately requested, are effective after thirty days of employment. All enrollment paperwork must be completed and submitted to the Business Manager within three (5) business days of commencement of employment. Paperwork not turned in will result in the employee not receiving coverage until the beginning of the next Open Enrollment period or may be subject to Late Enrollee restrictions

EMPLOYEE CLASSIFICATIONS

2.1 *Full-Time Employee Defined.* Full-time employees are employees who are regularly scheduled to work thirty-five (35) or more hours per week. Generally, they are eligible for fringe benefits, subject to the terms and conditions of each benefit.

2.2 <u>Part-Time Employee Defined.</u> Part-time employees are employees who are regularly scheduled to work less than thirty-five (35) hours per week. Generally, part-time employees are not eligible for fringe benefits. Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible for health benefits (health, dental, vision and life). (Please see section 3.6)

EMPLOYEE BENEFITS

3.1 Sick/Personal Leave

a. Full-Time employees accumulate about 1 day (8 hours) of sick leave each month as calculated by days worked (10 days per year), (2) two of which may be used as personal days. These days do not carryover.

Once the (2) two personal days are utilized any additional days/hours will result in loss of pay at a daily or hourly rate.

b. Employees that have not yet accumulated sick leave may be advanced sick leave days, which can be earned during the remainder of the school year. Unearned sick leave will result in loss of pay

at the end of the school year or at the time of termination of employment, if prior to the end of the year. Accumulated sick leave is not paid to any employee at any time. Sick leave may not be paid to an employee that has not completed their contract.

- c. Sick leave may be used for the following purposes:
 - a. Personal illness including pregnancy-related illness.
 - b. Personal injury.
 - c. Illness, injury or death in the employees' immediate family. "Immediate family", means a member of the employees' household: spouse, children, stepchildren, parent or grandparent. Leave to attend doctor appointments for the employee or family member is not considered sick leave.
- d. When an employee has been absent for (3) three consecutive days, that employee must provide verification of the illness in the form of a return to work slip from a licensed physician.
- e. Employees may use (2) of their accumulated sick days as personal leave days during the academic year. The leave shall be granted upon written and approved request to and by the Dean of Academics at least three days prior to the proposed leave, except in the case where prior notice is not possible. Personal leave days shall not be taken the day preceding or the day following a school holiday or vacation period. In addition, personal leave days may not be taken on Academy in-service days or Academy in-service hours or during the months of August, September, May or June, this includes medical appointments that can be made at a later time and/or date. Anytime requested or taken during the above mentioned times will be docked. Anytime that is taken that is not approved by the Dean of Academics will result in the loss of pay. Personal leave days will be deducted from accumulated sick leave days. Personal leave days do not carry-over to the following school year.
- f. Unapproved personal, sick or vacation days taken will result in disciplinary action at minimum employee will be docked for time taken and up to termination.

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3.2 Jury Duty. An employee must present his/her jury duty summons to the Administrator as soon possible so the arrangements may be made to accommodate his/her absence. If the court schedule releases the employee from jury duty prior to the end of the workday, the employee must promptly contact the Administrator.

Full-time employees are eligible for up to five (5) paid days per school year for jury duty. The amount of pay received from the court for jury duty will be offset against the amount of the employee's regular pay.

3.3 <u>*Vacation.*</u> Full-time administrative and custodial employees are eligible for up to ten (10) days of paid vacation per school year. Full-time administrative and custodial employees, who are hired after the start of the school year, are eligible for a pro-rated number of vacation days.

The Administrator must approve vacation days at least three days in advance of the time requested. Vacation may not be taken on in-service or instructional days. Vacation days are non-cumulative; they do not carry over from school year to school year.

3.4 <u>Scheduled Closed Days.</u> The Academy and the Academy Office are scheduled to be closed on the following days:

- December 24, 25 & 31 and January 1
- Martin Luther King Jr. Day
- Presidents' Day
- Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Wednesday before Thanksgiving
- Thanksgiving
- Friday after Thanksgiving

Full-time employees are eligible to receive their regular pay on scheduled closed days. It may be necessary to require members of the administrative and or custodial employee to work on days on which the Academy is closed. Administration and administrative employee may be required to work on designated days between December 24 thru January 1 as well as Spring Break. If you need time off during these times, you will have to request vacation time.

3.5 <u>Health Benefits.</u> Employees who are regularly scheduled to work twenty-five (25) or more hours per week are eligible for health benefits (health, dental, vision and life). Certain employees are eligible for health benefits thirty *(30) days from the first day of the subsequent month of employment. Certain employees are eligible for health benefits after sixty (60) days from the first day f the subsequent month of employment.

All relevant paperwork must be completed and submitted to the Business Manager within five (5) business days of commencement of employment or the employee may be unable to receive coverage/benefits until the beginning of the next enrollment period (usually at the start of the next school year). Employees are only eligible for benefits while they are actively employed. Please contact the Business Manager for information regarding health benefits and the necessary employee contributions.

FAMILY MEDICAL LEAVE ACT POLICY

4.1 <u>FMLA Policy Explained.</u> Employees who have been employed for one year or more, and who have worked 1250 hours or more during the past year, are eligible to take up to 12 weeks of unpaid, job protected leave for one or more of the following reasons:

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a. because of the birth of a child of the employee and to care for such child;

- b. because of the placement of a child with the employee for adoption or foster care;
- c. to care for the spouse, or child, or parent of the employee, if such spouse, child, or parent has a
- d. serious health condition; or
- e. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Employees who wish to avail themselves of the above described unpaid leave must fill out a leave request form 30 days or more prior to the date they wish the leave to commence. In cases where the leave was unforeseeable the form should be submitted as soon as possible before the requested leave is to commence. Taking of leave may be denied if the requirements are not met. Upon completion of your leave, you will be entitled to return to your same job or an equivalent position as the one you held before. Employees will be expected to comply with the conditions set forth on the leave request form. Upon your return you will not lose any benefit you enjoyed prior to taking such leave. Eligible employees will also be entitled to maintain their group health care coverage during the period of their covered unpaid leave to the same extent and under the same terms as if they had continued to work during the leave period. Failure to make any required payment on a timely basis may result in a lapse of coverage.

Any FMLA leave taken by an employee during the preceding twelve (12) month period will be used to determine the amount of available leave pursuant to the family and the medical-leave act. This uses a "rolling" twelve (12) month period measured backward from the date any employee uses any FMLA leave. The employee or employer may elect that any accrued paid vacation or paid sick days will first be taken as a counted toward FMLA leave.

Medical certification of a serious health condition will be required, as will be periodic reports of status and intent to return to work, re-certification of the serious health condition, and medical certification of fitness for duty before return to work. Employment outside of the Academy during FMLA leave is prohibited. Taking of leave or restoration to employment may be denied if these requirements are not met.

The right to family leave of the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) month period after the date of the birth or placement of a child. Intermittent leave or working a reduced number of hours in the case of the birth or placement of a child will not be granted. If both spouses are Academy employees, the combined leave shall not exceed twelve (12) weeks. If you fail to return to work for reasons beyond your control after completing FMLA leave, you may be liable for health insurance premiums paid for you and or family members during your unpaid FMLA leave.

COBRA POLICY

5.1<u>COBRA Policy</u>. Under the Federal law known as COBRA, employees receiving health benefits and certain of their dependents may be eligible to continue health care coverage under the employee group health plan at their expense following certain qualifying events, which include most situations where employment has ended. Please contact the Business Manager for additional information.

OHIO DEPARTMENT OF EDUCATION Agency Approvals/Denials

Description:	Agreement between ODE, Office of OSS, and T2 Honors
Date:	6/27/2019
Description:	
Approve disapprov	Sheila Vitale June 27, 2019
APPROVE DISAPPROV	Support Scott Hunt, Executive Director of Field Relations
APPROVE	JENN
APPROVE DISAPPROV	Immy Singh, ODE Chief Legal Counsel

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