

AMENDMENT TO COMMUNITY SCHOOL CONTRACT

WHEREAS, St. Aloysius (“St. Aloysius”) entered into a Community School Contract with ORCHARD PARK ACADEMY (the “School Governing Authority”) dated May 12, 2017 (the “Contract”); and

WHEREAS, the School’s Governing Authority voted at a properly noticed public meeting on February 25, 2019 to amend such contract; and

WHEREAS, St. Aloysius finds such amendment request reasonable;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, the parties hereto agree as follows:

1. Section 1.4 Sponsor of the Contract shall be revised to add the following new subparagraph:

“(i) The Sponsor will oversee community school closure.”

2. Section 3.10 Attendance Policy of the Contract shall be revised to replace the first sentence with the following:

“The School Governing Authority must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student.”

3. Section 6.6 High School Diplomas of the Contract shall be revised to add the following sentence:

“Within ten (10) days of any graduation, the School shall provide electronically to the Sponsor a list of all graduates and copies of each graduate’s diploma and transcripts.”

4. Section 11.8 Non-renewal of this Charter shall be revised to include the following language at the beginning of paragraph (a) as follows: “(a) After the high-stakes review,”

5. Section 11.18 Changes or Modifications shall be revised to replace the paragraph with the following:

“This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the School and be based on best practices provided by NACSA with a commitment to growth and progress. Notifications required by this Charter shall not be considered changes or modifications of this Charter.”

6. This Amendment shall be effective immediately.
7. Except as hereby amended, the Contract shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Contract and the terms and provisions of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have each executed this Amendment.

St. Aloysius:

By: Pam Shannon
Name: Pam Shannon
Title: Executive Director

School:

By: [Signature]
Name: Jessica Antonelli
Title: Board President

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 14440 Triskett Road, Cleveland, Ohio 44111 (“**School**”) in Cuyahoga County, Ohio; and

WHEREAS, the **School** is located in the Cleveland Metropolitan School District; and

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

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

ARTICLE I

Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.3 below.
- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School**’s status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.
- 1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as Attachment 1.3 are the Certificate of Incorporation, Articles of Incorporation, and Code

of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

No later than December 31 of the year the school opens, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within seven (7) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within seven (7) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor**. The **Sponsor** shall carry out the responsibilities established by law, including:

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

members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

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

ARTICLE II

School Governing Authority

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

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing (members, Directors or trustees of the Board) including

names, notices of new names, addresses, e-mail, resumes and telephone numbers, within seven (7) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5).

Each School Governing Authority member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the Sponsor prior to May 31st.

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

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

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, which training shall be free of charge and offered in such a manner that the member may participate remotely, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the Sponsor, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion (provided training is offered by the **Sponsor** free of charge). If additional training is required, the training will be presented at the board meetings or by web-ex with advance notice provided to all **Governing Authority** members. If the training is provided by web-ex, the **Governing Authority** members will have thirty (30) days to view the training.

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

Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

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

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

Written notice of any of the above must be submitted to the Sponsor no later than seven (7) business days after receipt of notice provided to the School Governing Authority, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the School Governing Authority or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the Sponsor. Other such information as may be reasonably requested by the Sponsor to enable the Sponsor and its counsel to evaluate any of such Proceedings shall be sent promptly upon request by the Sponsor.

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

- (a) Opening Assurances site visits at least ten (10) days prior to the first day of school for student instruction and compliance site visits at least two (2)

times per year and at times thereafter as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance in a compliance binder which shall be readily accessible at all times.

- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous month's financial activity. The **Sponsor** shall provide a written report concerning the review of the financials to the **Governing Authority** and the fiscal officer within 10 days after receipt of the documents. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
- (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and
 - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
 - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form.
 - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts.
 - (v) Check Register – a listing of all checks for the month; and
 - (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
 - (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
 - (viii) Enrollment Records – in the form of monthly FTEs; and
 - (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report .

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

probation under section 11.8 of this Charter until all required information is received; and

- (c) Signature on this document shall be evidence of granting read only to the Sponsor to all data and data systems related to the academic, fiscal, and compliance performance of the School.
- (d) Other appropriate and reasonable requests for information from the Sponsor, the Ohio Department of Education, or other required governmental agencies.
- (e) Sponsor representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the School Governing Authority so that the Sponsor may be discussed or to avoid inadvertent waiver of attorney client privilege. When any Sponsor representative is included in an executive session, he/she will abide by all applicable confidentiality rules.
- (f) If the School shall receive comments or findings in its annual audit, the School Governing Authority shall have a post-audit conference. The School Governing Authority shall consult with the Sponsor prior to waiving the post-audit conference. The Sponsor shall participate in the post-audit conference even if the School Governing Authority chooses to waive the conference.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** and or the Ohio Department of Education may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** and the Ohio Department of Education deems appropriate or as the then current law requires. As required by law, the **School, School employees** and **School Governing Authority** shall attend training and receive technical assistance at the direction of the **Sponsor** or the Ohio Department of Education. The **School Governing Authority** has the right to request and the **Sponsor** shall provide reasonable technical assistance or additional training in areas in which the **Sponsor** has knowledge provided the technical assistance is not the responsibility of the **School Governing Authority's** third party vendors.

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

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

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

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

ARTICLE III

Operations

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

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

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the School's independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within three (3) business days of execution. This contract shall be incorporated as Attachment 3.2.

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

in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

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

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

The **School Governing Authority** shall evaluate the performance of its management company. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by **October 30th** of each year excluding the first year of operation or within forty-five days after the release of the local report card by the Ohio Department of Education, whichever is later.

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

- 3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 3.7.** Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** within the first two (2) months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the school in order to attempt to be reflective of the community it serves.
- 3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.
- 3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as **Attachment 3.9** and shall be followed and may not be changed without the prior written notice to the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

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

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

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy

shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:

- (i) Prohibit the enrollment of students who reside outside the district in which the School is located; or
 - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the School is located; or
 - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on the **School's** local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance and/or the Early Entrance Student Acceleration Policy for Advanced Learners as applicable.

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

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

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

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and

the **School** must also maintain a separate policy for the discipline of students receiving special education services.

- 3.12 **Students with Disabilities.** Upon admission or identification of any disabled student, the **School** will comply with all federal and state laws regarding the education of students with disabilities. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in Attachment 3.12.
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided prior written notice is delivered to all members of the **School Governing Authority**, the **Sponsor** may also replace the **School Governing Authority** or any officer of the **School**, if the **School Governing Authority** or its officer(s) (a) fully resigns or a majority of its members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).
- 3.15 **Community School Bond.** No **School** shall initiate operation after February 1, 2016, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the **School Governing Authority**, the **Sponsor** or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.
- 3.16 **Residency Policy.** The **School Governing Authority** must adopt a Residency Policy. The documents listed in R.C. 3314.11(E), as that section may be amended, may serve as evidence of a student's primary residence.

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

ARTICLE IV

Compliance With Laws

- 4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 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), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.948 (Provision of data to multi-state consortium prohibited), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 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), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Requirements related to care of students with diabetes), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises),

3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3319.073 (In-service training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), except that the School may engage non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301, 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), 3319.58 (Retesting teachers in low performance schools), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3327.10 (Qualifications of drivers), 3333.31 (Rules for determining student residency), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 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) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

Governing Authority member must sign a conflict of interest statement upon appointment to the **Governing Authority**.

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

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

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

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

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

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at 14440 Triskett Road, Cleveland, Ohio 44111. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within seven (7) business days of its execution and shall be

incorporated into this charter as Attachment 5.1(a). If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease or sub-lease of the facility by any party, including the management company, must be documented in writing.

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

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

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

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

5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until such time as the **Sponsor** has viewed all health and safety permits and permission to open has been granted as required by law. **Sponsor** shall have seven (7) business days to review the health and safety permits from the date the **School Governing Authority** notifies the **Sponsor** that such permits are available for review. Facilities will be maintained in a

clean, healthy manner to the satisfaction of the proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

- 5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority**, to the extent that the **School Governing Authority** owns the facility, is solely responsible for the sale, lease or other distribution of the facility.

ARTICLE VI

Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of one hundred (100) students; and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades Pre-K through 8 and ages 3-15. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the School Governing Authority desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The Sponsor shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law or this Charter, whichever is greater. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.
- 6.3 **Curriculum.** For purposes of this Charter, in Attachment 6.3, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into Attachment 6.3. Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned with Ohio's New Learning Standards including English, Language Arts and Mathematics (Common Core State Standards), Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. Attachment 6.3 encompasses a description of the learning opportunities that will be offered to students including both class-room based

and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). Attachment 6.3 shall also include an explanation of how the educational program will be implemented within the School's facility.

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

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

6.4 **Accountability Standards.** The **School's** two academic and one non-academic goals shall be reflected in the **School's** OIP approved by the **School Governing Authority**. During the first year a School enters into sponsorship with St. Aloysius, the School shall establish two academic and one non-academic goal that are intended to impact grade card performance and align to grade card components by September 30th. The School and School Governing Authority are subject to interventions as detailed in the accountability Attachment 6.4.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments approved by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered and completed. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** within ten (10) days of the School receiving the results. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, for all

students, in order to provide guidance for the **Sponsor** to review yearly progress. All assessments and intended benchmarking are identified in Attachment 6.5.

- 6.6 **High School Diplomas**. If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.61 and 3313.611 of the Ohio Revised Code except that, by completing the curriculum adopted by the **School Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. At least thirty (30) days before any graduation, the **School** shall make available a list of graduates and proof of passing the Ohio Graduation Test meeting all other charter requirements to the **Sponsor**.

The **School** will comply with R.C. sections 3313.61, 3313.611, and 3313.614, except that for students who enter the ninth grade for the first time before July 1, 2010, the requirement in R.C. sections 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 Title XXXIII of the ORC 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 R.C. section 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 Ohio Core curriculum prescribed in division (C) of R.C. section 3313.603, unless the person qualifies under division (D) or (F) of that section. Each **School** shall comply with the plan for awarding high school credit based on demonstration of subject competency, adopted by the State Board of Education under division (J) of R.C. section 3313.603.

The **School** will comply with Section 6 of H.B. 487, Chapter 3365, and sections 3313.603, 3313.6013, 3313.618, 3301.0710, 3301.0711, 3301.0712 of the Ohio Revised Code for students who enter ninth grade for the first time after July 1, 2014. For students who enter the ninth grade after July 1, 2014, the requirements in R.C. section 3313.603, 3313.6013, 3313.618, 3301.0710, 3301.0712 must be successfully completed prior to receiving a high school diploma unless the student qualifies under division (F) of section 3313.603 or division (B) and (D) of 3313.603. For students entering ninth grade before July 1, 2014, schools must comply with sections 3313.61, 3313.611, 3313.614 of the Ohio Revised Code as it existed prior to September 17, 2014.

ARTICLE VII

Reporting

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

improvement status of the most current school year as issued by ODE. The Annual Report shall include a statement from the **Sponsor**, its activities and standards.

- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in Section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such other site visits or other impromptu visits as the **Sponsor** reasonably deems advisable or necessary.

ARTICLE VIII

Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1 based on the State Operating Standard 3301.35.05(A)(3). The **School** may also employ non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all School staff that aligns to the organizational chart included as **Attachment 8.1.**
- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with: 1) proof of Ohio licensure/certification in represented field, 2) reasonable number of personnel to support the anticipated enrollment on the first day of school, and 3) credentials

and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator.

- 8.1.2 Each classroom teacher initially hired by the **School** on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- 8.1.3 Beginning with the 2015-2016 school year, if the School is ranked in the lowest ten percent of all public school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.
- 8.2 **Staff Evaluation.** Each school must have a valid process, similar to OTES and OPES, for evaluating teachers and principals/superintendents that includes goal setting and annual review, except as otherwise provided by law, that includes not less than two (2) formal observations during the school year and review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent. If the school has committed to the Race to the Top (RttT) funding, the school must use the OTES and OPES frameworks for all evaluations.
- 8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The dismissal procedures for staff and the plan for disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in **Attachment 8.3.**
- 8.4 **Employee Benefits.** The **School** will provide to all full-time employees health and other benefits as set out in **Attachment 8.4.** In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes **Attachment 8.4** to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The School or its designee shall establish and/or update an employee handbook prior to the first day of school each year.
- 8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position as may be required by R.C. 3319.39. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C.

3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

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

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

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

ARTICLE IX

Finance

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

for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

- 9.2.2 By the end of the first year of the Charter, the School Governing Authority must maintain funds equal to three (3) months of treasurer fees in the event the School closes.
- 9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as Attachment 9.4. Each year, the **School Governing Authority**, with the assistance of the School's designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.
- 9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within seven (7) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School Governing Authority** agrees to sign documentation necessary to accomplish the same. Payments may also be made as a monthly automatic transfer from the state support payment as allowable. Failure to pay the required payment to the

Sponsor for oversight by the later of the 30th of every month or within ten (10) business days of the **School Governing Authority** receiving funds from the State of Ohio, may result in the **Sponsor** placing the **School** on probation, suspension or termination as prescribed in sections 11.8 thru 11.10 of this Charter.

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

ARTICLE X

Insurance/Indemnification

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

- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter by the **School Governing Authority**; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties on account of the **School** and/or **School Governing Authority**; and
 - (d) As to the indemnification and hold harmless, but not the duty to defend, any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** if the legal proceeding or action is found to be without merit, or is dismissed, and the right to appeal such judgment or order has been exhausted or has expired.
- 10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.

ARTICLE XI

General Provisions

- 11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.
- 11.2 **Termination and Cancellation of Charters.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination of this Charter.
- 11.3 **Access to Records.** The School and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Rights and Privacy Act (“FERPA”) and 34 *CFR* Part 99 the

Sponsor is an authorized representative of a state educational authority and that the **School** is permitted to disclose to **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor's** employees Full and Complete Access as defined hereinafter to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Ohio Department of Education or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

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

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

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.

- (d) The Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The Sponsor or **Sponsor's designee** has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the **Sponsor's designee** access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the School closes, the operator or chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.5 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.

11.6 **Term.** This Charter shall be for a term of seven (7) years commencing on July 1, 2017 and will automatically renew for one (1) year terms through June 30, 2024 due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the 2023-2024 school year, the School Governing Authority shall undergo the high stakes review conducted by the Sponsor.

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

this does not preclude the Sponsor from evaluating and closing the School for non-performance under these measures.

- (a) Within the term of this charter, the school may be permanently closed if the Ohio Department of Education determine that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the school receives a grade of C or higher in at least one (1) applicable grade card component for the most recent school year or meets the criteria in (x) listed below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed three (3) years.
- (c) If the school receives a grade of C or higher in multiple LRC graded measures for the most recent school year or meets the criteria in (x) listed below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed five (5) years.

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

- (a) The **School's** academic performance as measured by:
 - i) The school report card Performance Index (PI) score and the Indicators Met; and
 - ii) The school report card Progress Measure and value added data collected from standardized assessments selected by the school; and
 - iii) The school report card Gap Closing score; and
 - iv) The school report card K-3 Literacy score (if applicable); and
 - v) The school report card Prepared for Success indicators (if applicable); and
 - vi) The school report card Graduation rates (if applicable); and
 - vii) Student attendance; and
 - viii) Student performance on other valid and reliable assessments; and
 - ix) Adherence to accountability standards as detailed in Attachment 6.4b; and
 - x) An overall report card grade that is greater than or equal to three of the five comparison group schools, consisting of traditional public schools and charter schools with similar student demographics within 5-10 miles of the School:
 - a. McKinley
 - b. Constellation Schools: Madison Community Elementary

- c. Marion C. Seltzer
- d. Louis Agassiz
- e. West Park Academy; and
- xi) Evidence of the School’s capacity to improve demonstrated by the following:
 - a. Strong leadership; and
 - b. Research based curriculum and instructional tools and resources; and
 - c. Professional development support for staff including coaching and mentoring; and
 - d. Multi-tiered intervention and prevention model to support at-risk learners; and
 - e. Evidence of a school improvement plan and process that includes the 5-step OIP model
- (b) The **School’s** financial viability; and
- (c) The **School’s operational** performance.

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

- (a) The **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
 - (i) Failure to meet student performance requirements stated in this Charter;
 - (ii) Failure to meet generally accepted standards fiscal management;
 - (iii) Violation of any provision of this Charter or applicable state or federal law;
 - (iv) Other good cause.

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

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration

of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

- 11.9 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **Governing Board**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.
- 11.10 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause or if funding to the School Governing Authority should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with seven (7) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within seven (7) business days . At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.072(E)(1), if the School Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension by the thirtieth (30th) day of September of the school year immediately following the school year in which the operation of the School was suspended, this Charter shall become void.

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

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

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

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

- (a) ninety (90) days following the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice, or if that decision is appealed to the State Board and the State Board affirms that decision, the date established in the resolution of the State Board affirming the **Sponsor's** decision.

If this Charter is terminated pursuant to this provision, then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

11.12 **Failure to Open/Permanent Closure.** If the **School Governing Authority** initially fails to open the **School** for operation within one year after the charter is executed or if the **School** permanently closes prior to the Expiration Date hereof, this Charter shall become void, subject only to the survival of Article X, Section 10.2 of this Charter.

11.13 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter, provided Notice is completed in accordance with Section 11.17. Timeliness is defined as an answer in writing within seven (7) business days (unless another time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

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

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

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

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

The **Sponsor** agrees that to the extent that the **School** or **School Governing Authority** is required to provide notice regarding or copies of updated policies or attachments not otherwise requiring a charter modification and the same is disseminated and approved at an open meeting of the **School Governing Authority** at which a **Sponsor** representative is present, **Sponsor** will consider any notice required to be provided to it by the **School** or **School Governing Authority** to have been satisfactorily provided by the **School** or **School Governing Authority**.

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- 11.17 Severability. Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.18 Changes or Modifications. This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter.
- 11.19 Changes in Rule or Law. The School, Sponsor and School Governing Authority shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes
- 11.20 Attachments. All Attachments (1.3-9.4) to this Charter are attached hereto and incorporated by reference into the Charter.

Executed this 12 day of may, 2017 in Cincinnati Ohio.

St. Aloysius

By: Dann Shannon
(Name)

Its: Executive Director
(Title)

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

School Governing Authority of

Orchard Park Academy
By: [Signature]
(Name)

Its: Board President
(Title)

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/03/2017	201706002716	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00	0.00

Receipt

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

NICOLA, GUDBRANSON & COOPER, LLC
25 W. PROSPECT AVE., SUITE 1400
CLEVELAND, OH 44115

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
3997902

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

ORCHARD PARK ACADEMY

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 03/01/2017

Document No(s):

201706002716



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
3rd day of March, A.D. 2017.

Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 3/1/2017

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

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)

First: Name of Corporation

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

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

Third: Purpose for which corporation is formed

The Corporation is organized to provide educational services, either directly or indirectly, to the public and may engage in any lawful act or activity for which such corporations may be formed under Sections 1702.01 to 1702.99, inclusive, of the Revised Code of Ohio, and, in connection therewith, to exercise all express and incidental powers normally permitted such corporations. The Corporation is organized otherwise than for pecuniary gain or profit and shall be operated exclusively for educa

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

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

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

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Name

Mailing Address

City

State

Zip Code

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

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

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

Statutory Agent Signature

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

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

Required

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

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

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

BECKY M. SCHEIMAN

Signature

By

Print Name

Signature

By

Print Name

Signature

By

Print Name

FOURTH: Notwithstanding any other provision of these Articles of Incorporation, or the Code of Regulations, the Corporation shall neither exercise any powers nor conduct any activities which are prohibited to: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code; or (b) a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code.

FIFTH. The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, 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 or corresponding section of any future federal tax code.

SIXTH. No part of the Corporation's net earnings shall inure to the benefit of or shall be distributed to its Members, Directors, Officers or any other private individuals, except that the Corporation may pay to such persons reasonable compensation for services rendered and, further, may make payments and distributions to such persons in furtherance of the Corporation's exempt purposes as stated in Article THIRD.

SEVENTH. The powers of the Corporation shall be exercised, its business and affairs conducted and its property managed under the direction of the Board of Directors of the Corporation, except as otherwise provided by the laws of the State of Ohio, these Articles, or the Corporation's Code of Regulations. The number and manner of selection of Directors shall be determined by the Corporation's Code of Regulations.

EIGHTH. The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets exclusively for the purposes of the Corporation in such manner, or to such organization or organization organized and operated exclusively for charitable, educational, religious, or scientific

purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code as the Board of Directors shall determine.

NINTH. No substantial part of the Corporation's activities shall be to carry on propaganda, to attempt otherwise to influence legislation, or to participate or intervene in (including to publish or to distribute statements) any political campaign on behalf of any candidate for public office. The Corporation shall not engage in any activities which will characterize it as an "action" organization under §501(e)(3) of the Internal Revenue Code.

TENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or later prescribed by statute; provided, however, that no such amendment, alteration, change or repeal shall affect the public benefit nature of the corporation.

CODE OF REGULATIONS
OF
ORCHARD PARK ACADEMY
ARTICLE I: GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Orchard Park Academy (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

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

- a) In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.
- b) Notwithstanding any other provision of this Code of Regulations:
 - (1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Code of Regulations; and
 - (2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
 - (3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
 - (4) No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II: BOARD OF DIRECTORS

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Board of Directors shall consist of at least five (5) Directors, plus ex officio Directors, if any. Upon the recommendation of the Board of Directors, this Code of Regulations may be amended to alter the size or composition of the Board of Directors.

Section 2. Authority.

Except where the Ohio Revised Code, the Corporation's Articles of Incorporation or this Code of Regulations otherwise provide, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Except as otherwise prohibited by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. Election of and Term of Office of Directors; Staggered Terms.

(a) Directors shall be selected at the annual meeting of the Board of Directors by the vote of a majority of the then-serving Directors, provided that a quorum of the Board of Directors is present. Unless a Director is elected pursuant to Article II, Section 5, each Director shall hold office for three (3) years from the date of his or her selection as Director or until his or her earlier resignation, removal from office, or death. If for any reason the Board of Directors fails to take action at any annual meeting to select Directors, the Directors then serving shall continue to serve until their successors are selected or until their earlier resignation, removal from office, or death.

(b) Any Director may, by written notice to the President of the Board of Directors, resign at any time. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time.

(c) The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board shall not be necessary to make it effective.

Section 4. Qualifications

The Directors shall demonstrate an interest in the area of education.

Section 5. Director Vacancies.

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

(b) Vacancies which occur on the Board of Directors may be filled, on a temporary basis, by the vote of a majority of the remaining Directors. Any Director so elected shall hold office for the unexpired term.

ARTICLE III: MEETINGS

Section 1. Annual and Regular Meetings.

Annual Meetings of the Board of Directors shall be held each year during the month of June or at such time and place designated by the Directors. Regular Meetings of the Board of Directors shall be held at least six (6) times throughout the year (including the Annual Meeting) and at such times and places as may be fixed by the Directors. So long as the Corporation operates an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools.

Section 2. Special Meetings

Special Meetings of the Board of Directors may be held at any time upon the written call of the President or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 3. Meetings Held Through Communications Equipment.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such a meeting. So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code section 3314, a quorum of Directors must be physically present to lawfully conduct a Board Meeting.

Section 4. Notice of Meetings.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate and must be given at least twenty-four (24) hours in advance. Notice of meetings shall be given to the public as required by Ohio law.

Section 5. Action Without Meeting.

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or of any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

Section 6. Quorum.

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

Section 7. Voting

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the Directors entitled to vote who are present unless otherwise provided in this Code of Regulations.

Section 8. Executive Session

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

Section 9. Minutes of Meetings.

The minutes of the meetings of the Board constitute the written record of Board actions. The minutes of each meeting shall reflect all actions taken by the Board. Minutes need only reflect the general subject matter of discussion in executive sessions.

A complete and accurate set of minutes shall be prepared and become a regular part of the meeting agenda.

ARTICLE IV: OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation. The duties of the Officers shall be as follows:

(1) President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He/She shall preside at all meetings of members and, in the absence of, or if a Chairman of the Board shall not have been elected, shall also preside at meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with Board Members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

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

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

(4) Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school as defined

in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the designated fiscal officer shall turn over to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands.

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

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

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

Section 2. Qualifications and Authority of Officers.

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

Section 3. Terms of Officers.

Unless an Officer is elected pursuant to Article IV, Section 5, each Officer shall hold office for a two (2) year term. Except as otherwise provided herein, the number of terms of such Officers shall not be limited.

Section 4. Resignation and Removal.

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

Section 5. Officer Vacancies.

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

ARTICLE V: COMMITTEES

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President. The Corporation shall determine from time to time the number of members on each committee provided that at no time shall the number of committee members constitute a majority of the entire Board of Directors.

ARTICLE VI: CONFLICTS OF INTEREST POLICY

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person. As required by law, the conflicts of interest policy shall require all Board members to complete an annual disclosure of information.

ARTICLE VII: INDEMNIFICATION

Section 1. Indemnification.

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

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

Section 2. Insurance.

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

ARTICLE VIII: NON-DISCRIMINATION

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

ARTICLE IX: AMENDMENT OF GOVERNING DOCUMENTS

Section 1. Articles of Incorporation

The Corporation's Articles of Incorporation may be amended by a majority vote of the Directors.

Section 2. Code of Regulations

This Code of Regulations may be amended, or a new Code of Regulations may be adopted, by a majority vote of the Directors.

ARTICLE X: CONFLICT WITH ARTICLES OF INCORPORATION

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

ARTICLE XI: DISSOLUTION

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

ARTICLE XII: MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of Ten Thousand Dollars (\$10,000) shall require the approval of the Treasurer and one other officer. Expenditures in excess of Twenty Thousand Dollars (\$20,000) shall require approval by the Board of Directors.

STIPENDS

Pursuant to Ohio Revised Code Section 3314.02(E)(5): The governing authority of a start-up or conversion community school may provide by resolution for the compensation of its members. However, no individual who serves on the governing authority of a start-up or conversion community school shall be compensated more than one hundred twenty-five dollars per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars 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 a day for attendance at a training program three hours or less in length and one hundred twenty-five dollars a day for attendance at a training program longer than three hours in length.



ORCHARD PARK ACADEMY & LIBERTY HIGH SCHOOL
Board Member Contact Information as of March 2017

Name	Effective Date	Phone Number	Email Addresses	Address	Role
CAMBRIDGE EDUCATION GROUP					
Jessica Hricovec	3/6/17	440-812-2005	jmhricovec@gmail.com	39481 Clayton Dr., Avon, OH 44011	Board President
Rob Demko	3/6/17	216-392-7682	robdemko@yahoo.com	11445 Reserve Way, Columbia Station, OH 44028	Board Member
Nick Manno	3/6/17	440-590-2632	nick.manno@gmail.com	11493 Reserve Way, Columbia Station, OH 44028	Board Member
Richard Rockich	3/6/17	330-608-5438	rick.rockich@gmail.com	4782 Dremina Rock Dr., Akron OH 44333	Board Member
Jennifer Yorko	3/6/17	440-840-8502	jenvorko@gmail.com	29041 W Willowick Drive, Willowick, OH 44095	Board Member

Financial Policies and Controls Manual

Financial Policies and Controls Manual

Table of Contents

Financial Management Overview..... 3

Policies and Controls

Banks Accounts..... 4

Revenues..... 5

Accounts Receivable..... 6

Accounts Payable and Cash Disbursements..... 6

Payroll..... 7

Capital Assets..... 8

Business Expense Reimbursement..... 9

Budgeting..... 10

Grant Programs..... 10

Month End Closing Procedures and Reports to Board of Directors..... 11

Annual Audit..... 12

Fiscal Management Overview

The School and its Board of Directors believes that having established procedures and strong internal controls is an integral part of delivering the educational model and achieving the overall School mission.

The Board has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

The Fiscal Officer utilizes SAGE Quantum Accounting Software to record the financial transactions of the Schools it serves. This same software is used to generate all of the financial statements and related reports that are presented to stakeholders such as the Board of Directors, Sponsors, and the Ohio Department of Education. The accounting system is maintained on a remote server in Cleveland, Ohio that is secured and backed up on a daily basis, thus providing piece of mind the School that its financial systems are protected. Additionally, the Fiscal Officer utilizes a secure cloud environment called BOX.com to store scans of all School financial records generated. Finally, as described in the Payroll section of this document, the School uses Ahola payroll service. This service not only ensures that the School will remain in compliance with its tax reporting and filing obligations, but that all payroll records are protected and available for viewing at any time through password restricted access to the School's private payroll portal.

Finally, as required by Ohio law, the Fiscal Officer will maintain at all times during its engagement with the School a Public Official Bond of no less than \$25,000, in addition to a State of Ohio school Treasurer License.

Bank Accounts

General

Bank accounts will be maintained at a Board appointed banking institution. The School Fiscal Officer will maintain online access to these accounts via that banks website so as to timely monitor financial activity going through the school's accounts.

Reconciliation

On a monthly basis, the School Fiscal Officer shall reconcile the bank accounts and the activity posted in the School's SAGE Quantum accounting system. Any reconciling items requiring attention will be addressed prior to the completion of the following month's bank reconciliation.

Authorized Representatives

The School Fiscal Officer will be authorized to conduct business on the School's accounts. Such individual shall be approved by resolution of the Board of Directors and also be on the appropriate signature card on file at the bank.

Revenues

State and Federal Programs

Revenues of the School will primarily consist of direct deposits of monies from the State for various State and Federal Programs. The School anticipates receiving monies from the following sources:

- State Aid (based on the State formula)
- National School Lunch and Breakfast
- Title I, IIA, and IDEA (CCIP)

Receipts of direct deposits from these sources are recorded as revenue according to their source in the month they are received. However, monies received under the CCIP programs are credited against an established receivable in the SAGE Quantum system in the month they are received. The School's policy is to recognize revenue under the CCIP programs at the time eligible expenditures are incurred (done monthly) and to establish a receivable for the CCIP cash that is to be drawn down to cover those expenditures.

Miscellaneous Cash Receipts

General

From time to time, Schools may receive cash on-site. This may be related to special events admissions, book fairs, fundraising, donations or other such sources. Regardless of the source, it is important for the School to account for and safeguard all cash or cash equivalents (checks and money orders) received. To the extent possible, it is recommended that all cash be placed in a combination safe that is kept in the School leader's office. If this is not possible, any monies should, at a minimum be secured in a locked drawer or cabinet.

Cash Journal

Once money has been received on-site, the School Leader or their designee shall be responsible for logging the amount in the Cash Journal. Each entry should be specific as to the date, the amount, the nature of the receipt, as well as, an indication of the individual making the entry. On a monthly basis, this log should be sent via email to the School Fiscal Officer for review.

Revenues (Continued)

Deposits

On a regular and no less than weekly basis (dependent on the amount on hand), the School will make arrangements to deposit monies received in the School's bank account. Prior to deposit, all cash should be bundled and any checks/ money orders endorsed "For Deposit Only". Once the monies have been deposited, the deposit receipt from the bank shall be maintained with the School's other financial records and be available for review and audit at all times. This activity will also be recorded in the general ledger and reconciled with other cash activity on a monthly basis.

All deposits are then recorded in the SAGE Quantum accounting system by the Fiscal Officer.

Accounts Receivable

AR – Federal Funds Expended

As described in the Revenue policy, the School will issue and invoice and establish a receivable for the amount of Federal monies expended under the CCIP programs in any given month. Once the PCR is generated, and the funds are deposited, the receivable will be credited.

Accounts Payable and Cash Disbursements

All vendor invoices are received by School personnel and forwarded to the Fiscal Officer. Once an invoice is received it is reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) If a purchase order was issued

for the particular good or service invoiced for, it is closed and then matched to the invoice. Once the documents are matched, the Fiscal Officer will assign the specific expense account that should be charged based on the type of cost incurred.

On a daily basis, invoices that are ready to be paid are then entered into the School's SAGE Quantum accounting system and then posted to the general ledger. An Accounts Payable Aging report is then generated by the system weekly and reviewed by the Fiscal Officer. Based on available cash balances, checks are then prepared for selected invoices, signed, and sent to vendors on at least a weekly basis. If special circumstances warrant and the Fiscal Officer approves, checks may be cut outside of the normal check run.

Checks are signed electronically by authorized signatories (See Bank Accounts Policy). The checks and the appropriate back-up documents are then assembled and presented for final review by the Fiscal Officer. Any corrections needed are made immediately. Once the review is completed and any necessary corrections made, the check is then authorized for release and the supporting documents are uploaded to a secure cloud environment.

No manual checks are authorized without consent of the Fiscal Officer.

Finally, all other disbursement transactions outside of the procedures described here require specific approval from the School Fiscal Officer (i.e., transfers, cashier's check, withdrawals) and without such approval are unauthorized.

Payroll and Related Liabilities

The School Leader or designated official is responsible for the monitoring, the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels approved in the annual budget.

The School uses Ahola Payroll Services to execute its semi-monthly payroll. This will help ensure a timely execution of payroll, the filing of required returns, and overall compliance with current tax laws.

A designated School representative will work closely with Barrett Benefit Group, a contracted Human Resource and payroll service, to collect all employee paperwork necessary to create an employment profile in the Ahola payroll system. All contracts are paid equally over 24 pays unless otherwise designated by the Board of Directors. Additionally, all contracts are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded to Barrett Benefit Group for review and approval prior to submitting the change to Ahola.

The School is responsible for reporting staff absences and the use of substitute employees. These reports are submitted to School Administration and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from employee's pay.

Enrollments and notices for all insurances and other deductions are submitted to Barrett Benefit Group on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by Barrett Benefit Group.

Upon the completion of preparing the semi-monthly payroll in the Ahola system, a "Payroll Preview" is generated by Barrett Benefit Group and submitted to the Fiscal Officer for review. If no changes are necessary, the Fiscal Officer then authorizes Barrett Benefit Group to submit the payroll for processing and payment.

Capital Assets

The School will follow a policy of capitalizing assets from which an economic benefit will be derived over a period greater than one year and have an economic value of greater than \$5,000. Assets with an individual value of over \$5,000 or bulk purchases of similar items that have an aggregate value of \$5,000 or more are captured as capital assets regardless of the individual price of each item. All assets are capitalized at cost, including all costs incurred in obtaining the assets such as installation or shipping.

The School through the direction of the Fiscal Officer will maintain a record of all assets meeting the criteria for capitalization and owned by the School in a Capital Asset database.

The database shall include than the following information:

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

Depreciation will be calculated using the straight-line depreciation method over the useful life of the asset. All depreciation related to the maintaining of these assets will be calculated by the database and recorded in the financial statements of the School through a posting to the SAGE Quantum accounting system. The School has established the following useful lives for these classes of assets:

- Computers & Technology: 3 years
- Furniture, Fixtures, and Equipment: 5 years
- Textbooks: 3 years

All requests for removal of surplus property, deletions and discards must be approved by the Board of Directors. All requests must be processed through the Fiscal Officer who will review the request and determine if it is reasonable. In no case should equipment be removed or discarded without prior authorization from the Board.

Business Expense Reimbursement

Employees and Board Members of the School are entitled to reimbursement of business related expenses associated with their performance of official school business. Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates. Guidelines for reimbursement of business related expenses for School employees are covered more substantially in a separate "Business Expense Reimbursement Policy".

Reimbursement requests must be submitted on a standard form and completed with all required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual seeking reimbursement and their immediate supervisor.

All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Fiscal Officer for processing under the Accounts Payable guidelines.

Expenditures for any items not specifically covered by the “Business Expense Reimbursement Policy” are strictly prohibited and are not reimbursable to the employee, unless pre-approved by the School Leader or Board of Directors.

Budgeting

The Board of Directors will annually adopt an operating budget for the upcoming School year. The Operating Budget is prepared under the direction of the Board, its designees, and the Fiscal Officer. The final decision making authority with regard to budget issues rests with the Board with input from the Fiscal Officer and School personnel.

Increases, decreases, or other adjustments to the final operating budget that become necessary throughout the year must be presented to the Board for approval. Once approved, the change is recorded in the budget and updated in the SAGE Quantum accounting system by the Fiscal Officer. A revised budget is then issued and becomes the new operating budget for the School.

At each regular meeting of the Board AND upon close of each fiscal year, the Fiscal Officer shall present to the Board a Statement that compares YTD actual results to the YTD budget.

Grant Programs

All applications for supplemental grant funding through State and/or Federal sources (such as Title I, Title IIA, and IDEA funds) require approval of the Board.

Upon receipt of an award notice, a budget document is prepared in the State’s CCIP system and then submitted to the Fiscal Officer for review and processing. Once approved by the Fiscal Officer, it is then approved by the Authorized Representative (typically the School Leader) and then forwarded to the Ohio Department of Education for review and approval.

Final approved budgets are returned to the Fiscal Officer and are made part of the School’s operating budget. The Fiscal Officer is then responsible for monitoring grant award budgets. The School official or program coordinator acts a control agent and is responsible for monitoring any specific compliance issues related to the grant.

Project Cash Requests

Project cash requests related to approved grant programs will be completed and submitted once a month. For the most part, requests for program cash will be supported by expenditures made by the school in the month prior (negative cash request). Additionally, the School will submit requests for ADVANCE funds only in amounts that are necessary for immediate cash needs (expected to be liquidated within the next 30 days). If there is cash on hand at the time a project cash request is made, this will be taken into consideration and adjusted on the request accordingly.

Final Expenditure Reports

At the conclusion of each Program period and by the due date required (typically September 30th), the School shall submit Final Expenditure Reports for each program detailing and certifying the total amounts expended or obligated during the reporting period. All amounts reported on the Final Expenditure Report shall be supported by underlying financial records that reflect amounts paid to eligible employees and vendors.

Overall, the School shall follow all applicable provisions of the Education Department General Administrative Regs (EDGAR).

Month End Procedures

On a monthly basis, the Fiscal Officer will conduct a series of closing procedures to ensure the monthly statements are reconciled and reflective of the true financial position of the School. Upon a final review, the Fiscal Officer will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Revenues, Expenses, and Changes in Net Assets (Income Statement)
- Statement of YTD Budget versus YTD Actual
- YTD Check Register
- Bank Reconciliation for all accounts
- Accounts Payable Aging

These documents will be presented to the Board of Directors at the regularly scheduled meetings for approval. On a monthly basis, the financial statements will be also submitted to the School's Sponsor according to their required schedule.

Audit

The School will undergo an annual independent financial audit by the Ohio Auditor of State or other qualified auditing firm approved by the Auditor of State. The auditor will perform their audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements are fairly presented, financial reporting controls and policies have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations. The auditor shall only render an opinion on the fair presentation of the financial statements. Additionally, if the School has expended over \$750,000 in federal monies, the auditor shall be required to perform a Single Audit of the School in accordance with OMB Circular A-133. Throughout the course of any audit, the Fiscal Officer will support the School and audit team by answering questions, being a liaison between the School and the audit staff, and providing all of the underlying records that support the amounts and disclosures contained in the School's financial statements.

Once the audit is completed, it will be certified by the Auditor of State and made publicly available at www.auditor.state.oh.us

ASSIGNMENT AGREEMENT

This Assignment Agreement (hereinafter referred to as "Agreement") is entered into on this 1st day of July, 2019 by and between Oakmont Education, LLC, an Ohio limited liability company, (hereinafter referred to as "Oakmont"), Forrester Education, LLC, an Ohio limited liability company (hereinafter referred to as "Forrester") and the Governing Authority of Orchard Park Academy (hereinafter referred to as the "School"). Oakmont, Forrester, and the School shall be hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, Oakmont and the School are currently parties to a certain management agreement whereby the School purchases various services from Oakmont (hereinafter referred to as "Management Agreement"); and

WHEREAS, the Parties desire that Oakmont assigns the Management Agreement to Forrester and that Forrester assumes and performs all of Oakmont's obligations under the Management Agreement.

NOW, THEREFORE, for mutually acceptable consideration, the Parties hereby agree as follows:


1. **Assignment of Management Agreement.** Effective July 1, 2019, Oakmont shall assign all of the rights, interest and obligations under the Management Agreement to Forrester. Upon such assignment, Forrester shall assume and perform all of Oakmont's obligations under the Management Agreement for the School's exclusive benefit and shall exercise all of Oakmont's rights under the Management Agreement. Upon such assignment, the School shall pay directly to Forrester all of the payments that it is required to make under the Management Agreement and shall perform all of its other obligations under the Management Agreement for Forrester's exclusive benefit. The School's consent to this assignment does not waive any claim the School may have against Oakmont which arose prior to the date of assignment.
2. **Assignment of Outstanding Payment Obligations.** Effective July 1, 2019, Oakmont shall assign to Forrester all outstanding payment obligations that the School owes to Oakmont, and the School shall pay all such outstanding payment obligations directly to Forrester at such time(s) as determined by Forrester in accordance with the Management Agreement.
3. **Entire Agreement.** This Agreement contains the Parties' entire understanding and agreement with respect to the subject matter hereof. Any discussions, agreements, promises, representations, warranties, or statements between the Parties or their representatives (whether or not conflicting or inconsistent) that are not expressly

contained or incorporated herein shall be null and void and are merged into this Agreement.


4. Modification and Waiver. This Agreement may be modified only by and pursuant to an instrument in writing duly executed and delivered by the Party sought to be charged therewith. No covenant or condition of this Agreement can be waived, except by the written consent of the Party entitled to receive the benefit thereof.
5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
6. Governing Law. All questions with respect to the formation and construction of this Agreement, and the rights and obligations of the Parties, shall be governed by and determined in accordance with the laws of the State of Ohio.
7. Headings. The headings of the various sections of this Agreement are for convenience of reference only and shall not be deemed or construed to limit or expand the substantive provisions of such sections.
8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

FORRESTER EDUCATION, LLC


By: 
Name: Paulette Hare
Title: Executive Director

OAKMONT EDUCATION, LLC

By: 
Name: John Steidl
Title: President

The School hereby consents to the foregoing assignment of the Management Agreement by Oakmont to Forrester:

ORCHARD PARK ACADEMY

By: 
Name: Jessica Hrovec
Title: Board President

ASSIGNMENT AGREEMENT

This Assignment Agreement (hereinafter referred to as "Agreement") is entered into on this 15th day of July, 2018 by and between Cambridge Education Group, L.L.C. (hereinafter referred to as "Cambridge"), Oakmont Education, L.L.C. (hereinafter referred to as "Oakmont") and the Governing Authority of Orchard Park Academy (hereinafter referred to as "School"). Cambridge, Oakmont, and the School shall be hereinafter collectively referred to as "Parties."

WHEREAS, Cambridge and the School are currently parties to a management agreement whereby the School purchases various services from Cambridge (hereinafter referred to as "Management Agreement"); and

WHEREAS, the Parties desire that Cambridge assigns the Management Agreement to Oakmont and that Oakmont assumes and performs all of Cambridge's obligations under the Management Agreement.

NOW, THEREFORE, for mutually acceptable consideration, the Parties hereby agree as follows:

1. Assignment of Management Agreement. Effective July 1, 2018, Cambridge shall assign the Management Agreement to Oakmont. Upon such assignment, Oakmont shall assume and perform all of Cambridge's obligations under the Management Agreement for the School's exclusive benefit. Upon such assignment, the School shall pay directly to Oakmont all of the payments that it is required to make under the Management Agreement and shall perform all of its other obligations under the Management Agreement for Oakmont's exclusive benefit.
2. Assignment of Outstanding Payment Obligations. Effective July 1, 2018, Cambridge shall assign to Oakmont all outstanding payment obligations that the School owes to Cambridge, and the School shall pay all such outstanding payment obligations directly to Oakmont at such time(s) as determined by Oakmont.
3. Entire Agreement. This Agreement contains the Parties' entire understanding and agreement with respect to the subject matter hereof. Any discussions, agreements, promises, representations, warranties, or statements between the Parties or their representatives (whether or not conflicting or inconsistent) that are not expressly contained or incorporated herein shall be null and void and are merged into this Agreement.
4. Modification and Waiver. This Agreement may be modified only by and pursuant to an instrument in writing duly executed and delivered by the party sought to be charged therewith. No covenant or condition of this Agreement can be waived, except by the written consent of the party entitled to receive the benefit thereof.

5. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
6. Governing Law. All questions with respect to the formation and construction of this Agreement, and the rights and obligations of the Parties, shall be governed by and determined in accordance with the laws of the State of Ohio.
7. Headings. The headings of the various sections of this Agreement are for convenience of reference only, and shall not be deemed or construed to limit or expand the substantive provisions of such sections.
8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

Cambridge Education Group, LLC:

By: _____



Oakmont Education, LLC:

By: _____



Governing Authority of Orchard Park Academy:

By: _____



Governing Authority President

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 6th day of March, 2017, by and between Cambridge Education Group, LLC, a Florida limited liability company authorized to do business in Ohio (the "Company") and the Board of Directors (the "Board") for Orchard Park Academy (collectively the "School" or "Charter School"). Collectively, the Board and School operate as an Ohio not-for-profit entity.

W I T N E S S E T H:

WHEREAS, the Charter School has received a charter (the "Charter" or "Sponsor Contract") from St. Aloysius (the "Authorizer" or "Sponsor") to organize and operate a non-profit charter school, as defined in applicable federal, state and local laws.

WHEREAS, the School continuously strives to improve its community and the lives of its students and residents;

WHEREAS, the School has become aware of the increasing need for greater alternatives for high school aged children in its community desiring to receive an engaging and relevant education, which is vital to their success in life;

WHEREAS, the School has become aware of a unique school model called "NewStart" which strives to reach out to students who have become disengaged, or are at risk of becoming disengaged from, their education or school, and provide those individuals with a high school education, career focused internships, project-based learning opportunities and other life skills which are necessary to commence and live a successful and rewarding life in an increasingly competitive global market;

WHEREAS, the NewStart model utilizes the proprietary NewStart School Educational Plan which has been developed by the Company (the "Plan" or "Model"), and the Company has researched, developed and provides the requisite educational, managerial, financial and other consulting services necessary for the implementation of the Plan, which would not normally be available to the School from other sources;

WHEREAS, the School, acting through its Board will approve the NewStart curriculum subject to the terms of this Agreement and agrees that it is in the best interests of the School to enter into this Agreement with the Company.

WHEREAS, the Board desires the Company to provide such requisite management, educational, financial and other consulting services necessary to form and operate a NewStart school all in accordance with the its Charter with its Authorizer (the "Sponsor Contract"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the Plan.

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

ARTICLE I. RESERVED

ARTICLE II. TERM

The initial term of this Agreement shall commence on the date of full execution of this Agreement and shall continue for a term of five (5) academic years through June 30, 2022, consistent with the term of the charter contract, unless terminated sooner pursuant to the terms herein. Thereafter, this agreement will automatically renew for additional successive three (3) year terms unless one party notifies the other party at least six (6) months prior to the expiration of the then-current term of its intention not to renew or its intent to renegotiate this Agreement.

ARTICLE III. MANAGEMENT SERVICES.

The School's Board shall govern the School and be responsible for its operation in accordance with the Sponsor Contract. In order to assist the Board and the School in carrying out the terms of the Sponsor Contract, the Board hereby contracts with the Company to provide the School and the Board the Educational Program and the functions, equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the School as set forth hereunder all in strict accordance with the terms and conditions of the Sponsor Contract and in keeping with the Statement of Mission and Purpose as defined under Exhibit A (attached hereto and incorporated by reference herein).

In accordance with the foregoing, and subject to the other terms of this Agreement, the Company shall provide the School with the EDUCATIONAL AND ADMINISTRATIVE goods and services set forth as follows:

3.01 Educational Services.

(a) For the Term (as defined in Article II above and in accordance to Exhibit B, (attached hereto and incorporated by reference herein), the Company will provide to the School and its students the following educational services (the "Educational Services"):

Curriculum. The development and implementation of the curriculum used at the School, including a license for the use of the Company's NewStart Curriculum and a loan of such lesson plan materials as the Company may provide in printed or other format for implementation of the NewStart Curriculum;

Instruction. Oversight and coordination of the services to be provided by instructional personnel, School Director and the rest of the School's Leadership Team and its teachers and support staff;

Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools and such other tools as are appropriate and commonly used in public education;

Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs which support the school's mission and goals and are budgeted during the annual budgeting process;
Additional Educational Services. Such other services as are necessary or expedient for the provision of teaching and learning at the School as may be agreed to in writing between the Company and the School;

(b) The Educational Services will be provided in accordance with the School's educational mission and goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the School (the "Educational Program") as adopted by the Board of Directors of the School and as provided for in the Sponsor Contract;

(c) Subject to this Agreement, the Sponsor Contract, the Ohio Revised Code (the "Code"), the Company may modify the Educational Services, provided that any substantial modification of the Educational Services will be subject to the prior approval of the Board of Directors and of any other person as may be specifically required by the Code;

(d) The Company will be responsible and accountable to the School for the provision of the Educational Services, provided, that such obligations, duties and responsibilities are limited by the Charter School Budget established pursuant to Section 3 (D) (1) below, and the Company shall not and will not be required to expend funds on such services in excess of the amounts set forth in such Charter School Budget unless agreed to in writing by the parties or as otherwise set forth herein;

(e) Supplemental Programs Sponsored by Board: In addition to the educational services and administrative services provided by the Company to the School, the Board, may adopt and provide additional supplemental programs including, but not limited to, after-care programs academic camps, and vocational training, to students and non-students of the charter school (the "supplemental programs"), provided that nothing herein shall require the Company to provide any such supplemental program. Company shall use its best efforts to implement such programs as adopted and funded by the Board. If the Company determines that such program is disadvantageous to the School or the Company is unable to implement such program then it shall report to the Board the specific reasons why such program cannot be implemented. The Board shall review such report and defer to the Company's reasonable recommendations regarding the same. Company shall not be entitled to an additional fee from profits or any fees pursuant to supplemental programs provided by the Board and/or an outside party providing related services under this provision.

(f) Additional Programs Sponsored by Company: Company shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to hereunder. The Board and the Company may decide that the Company may provide additional programs which are not inconsistent with the Sponsor Contract or state or federal law. Exhibit B hereto may be modified as needed to reflect the allocation of responsibility for the costs thereof.

3.02 Administrative Services. For the Term (as defined in Article 2 above), the Company will provide to the Charter School the following administrative services (the "Administrative Services"):

(a) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services;

(b) Facility Operation and Maintenance. Operation and maintenance of the Charter School's facility (the "Facility") to the extent consistent with any and all leases or other documents pertaining to the Facility;

(c) Business Administration. Administration of the following business aspects of the Charter School;

(i) Payroll. The Company will manage the Charter School's payroll using ADP or such other suitable alternative payroll provider as the Company may select from time to time. The Company will be responsible for all data input. Company, with the assistance as may be required by the School, will provide: all necessary employee personal and salary information at the time of hire and/or dismissal; all employee time records shall be completed in a timely manner at the conclusion of each pay period. The School shall be responsible for authorizing and establishing appropriate banking arrangements to enable the Company and ADP, or such other payroll processing provider, to make direct charges of payroll against the Charter School's payroll account each pay period.

(ii) Board Expenses. The Board of Directors shall bear all costs for, and be responsible for remitting payment to all other vendors. The Company is responsible for placing orders for those goods and services necessary to perform the educational and administrative services enumerated in this agreement; providing invoices and competent documentation to the fiscal officer for payment; and complying with the total budget agreed upon between the Company and the Board for those goods and services. In compliance with the Financial Policy Manual and Standard Operating procedures (attached hereto as Exhibit C). The Board is responsible for those costs which do not contribute to the Company's performance of the educational and administrative services enumerated in this Agreement, including but not limited to: legal fees for representation of the Board, accounting, fiscal officer, audit and tax preparation fees, Sponsor fees and any other miscellaneous expenses, costs and/or fees incurred as the result of the School's oversight of the Company's performance.

(iii) Transportation and Food Services. Coordination with entities with which the Charter School contracts for the provision of transportation and food services for the students enrolled at the Charter School, management and assessment of the services provided under such contracts, and supervision of employees involved providing such services, all as required by the Board;

(d) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld;

(e) Budgeting and Financial Reporting.

1) Company will prepare annual budgets using the same format as the current year's annual budget (unless a different format is required by the Code, the Sponsor or the Board) and will be subject to the approval of the Board, which approval will not be unreasonably withheld. The projected annual budget will include the financial details relating to the operation of the School, excluding those costs which are the responsibility of the Board. The fiscal officer will incorporate the annual budget prepared by Company into the final Charter School budget which shall be inclusive of Board expenses and operating costs.

2) Company will be responsible for the preparation of a detailed schedule of all expenses related to payroll and benefit costs, and the preparation of a detailed schedule of all orders placed and all invoices and receipts submitted for payment. The fiscal officer shall be responsible for the preparation of financial statements and for acting as liaison between the Board of Directors and the independent auditor in compliance with the Financial Policy Manual and Standard Operating procedures (attached hereto as Exhibit C). Invoices not submitted in accordance with Standard Operating Procedures may cause a delay in invoice payments and/or reimbursements to the Company as described below in Section 5.04(g).

3) The preparation of such schedules and analyses as requested by both the fiscal officer and independent auditor in the course of preparing and/or auditing the financial statements of the School.

4) The preparation of such other reports on operation of the School as requested or required by the Department of Education, the Board or the Authorizer to ensure compliance with the terms of the Charter.

5) The Company will be responsible for the detailed reporting and coding of all expenses associated with state and federal grants including monthly submission of all expenses and reports for reimbursement and draws associated with each federal and state grants awarded to the School.

(6) Other information on a periodic basis or requested with reasonable notice as may be reasonably necessary to enable the Board to monitor the Company's performance under this and related agreements including the effectiveness and efficiency of its operations at the Charter School.

(f) Maintenance of Financial and Student Records.

1) Company will maintain accurate financial records pertaining to the Charter School, (including but not limited to accurate vendor invoices and/or receipts and information evidencing Board approval of vendor invoices for expenditures in excess of \$5,000 that are not included in a previously Board-approved budget) together with all Charter School financial records prepared by the Company and retain all such records for a period of five

(5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the Charter School financial records retained by the Company pertaining to the Charter School will be available to the Charter School, the Authorizer, and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) days.

2) Company will maintain accurate student records pertaining to the students enrolled at the Charter School as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional Charter School student records prepared by or in the possession of the Company, and retain such records permanently on behalf of the Charter School, until this Agreement or its successor (if any) is terminated, at which time such records will be delivered to the Charter School who shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the Charter School). The Company and the Charter School will maintain the proper confidentiality of such records as required by law and the Charter.

3) Company will maintain accurate employment, business and other records pertaining to the operation of the Charter School as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional Charter School employment, business and other records prepared by or in the possession of the Company, and retain such records permanently on behalf of the Charter School until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the Charter School, who shall thereafter be solely responsible for the retention and maintenance of such records it being understood that such employment, business, and other records are and shall be at all times the property of the Charter School). The Company and the Charter School will maintain the proper confidentiality of such records as required by law and the Charter.

4) The Board shall be entitled at any time upon reasonable notice to the Company to audit the books and records of the Company pertaining to its operation of the Charter School pursuant to this Agreement (including, without limitation, the financial records relating thereto). This provision will only apply to the direct goods and services provided to the board and will not include the management fee as defined hereunder.

(g) Admissions. Implementation of the Charter School's admission policy in accordance with the Charter, the Code, and applicable laws and regulations;

(h) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the Board, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Charter School's duties and obligations under the Code and other applicable laws and regulations;

(i) Academic Progress Reports. Company will provide to the Board on an annual basis (or more often if necessary for the Board to satisfy its obligations under the Charter, the Code and other applicable laws and regulations) a report detailing (A) the Charter School's students' academic performance, and (B) the Company's performance of the Educational Services and Administrative Services;

(j) Rules and Procedures. Company will recommend rules, regulations and procedures applicable to the Charter School and its students and will enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter, the Code and other applicable laws and regulations; and

(k) Parent Satisfaction Forms. Company will provide to the Board copies of Parent Satisfaction Forms to be completed by parents of Charter School students, with copies or summaries thereof promptly provided to the Charter School on an annual basis.

(l) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the Charter School as agreed to in writing from time to time by the Company and the Board.

1) Specific Performance- The Administrative Services will be provided in accordance with the Educational Program, the Code, and the Charter.

2) Subject to this Agreement, the Charter, the Code, other applicable laws and regulations, the Company may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that the Company supplies the Board with written notice of such modifications.

3) Company will be responsible and accountable to the Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Charter School Budget established in Section 3.02 (e) above and the Company shall not and will not expend funds on such services in excess of the amounts set forth in such Charter School Budget without prior approval.

3.03 Place of Performance; Provision of Offices. The Charter School will provide the Company with necessary and reasonable classroom and office space at the Facility to perform all services described in this Agreement. The Company will provide instructional, extra-curricular and co-curricular services at the Facility. The Company may provide other services elsewhere, unless prohibited by the Charter, the Code and other applicable laws and regulations.

3.04 Authority. By this Agreement, the Charter School provides the Company all authority and power necessary and proper for the Company to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated under the provisions of the Code, any other applicable laws and regulations, or the Sponsor Contract.

ARTICLE IV.

RELATIONSHIP OF THE PARTIES

4.01 Status of the Parties. The Company is not a division of any part of the Charter School. The Charter School is an independent nonprofit corporation established under the Code and is not a division or a part of the Company. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between the Charter School

and the Company. Neither the Charter School nor the Company will hold itself out as a partner of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the Charter School nor the Company has, and neither will represent that it has the power to bind or legally obligate the other. Notwithstanding the foregoing, Company understands that is acting on behalf of Schools; and has a contractual duty to act in good faith and adhere to the federal and state laws governing charter schools including ethics laws and conflict of interest, to the extent applicable to the Company.

4.02 Company Attendance at Board Meetings. The Company shall receive notice from the Board of any regular, special, or executive session meeting of the Board. The Company shall have a representative available at all Board meetings for school reports. The Company shall have the right to have its Vice-President for Operations or his designee present at any such meeting, except during the Board's annual evaluation of the Company's performance under the contract.

4.03 No Related Parties or Common Control. The Company will not have any role or relationship with the Charter School that, in effect, substantially limits the Charter School's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of the Company. None of the voting power of the Board will be vested in the Company or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board of Directors or Members of the Company will be vested in the Charter School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the Charter School and the Company will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986 as amended (or its successor), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986 as amended (or its successor).

4.04 Other Schools. The parties acknowledge that this arrangement is not exclusive and that the Company will have the right to render similar services to other persons or entities including other public or private schools or institutions ("Other Schools"). The Company will maintain separate accounts for reimbursable expenses incurred on behalf of the Charter School and Other Schools and only charge the Charter School for expenses incurred or consideration earned on behalf of the Charter School. All grants or donations received by the Charter School, or by the Company for the specific benefit of the Charter School, will be maintained in separate accounts and used solely for the Charter School. If the Company incurs authorized reimbursable expenses on behalf of the Charter School and Other Schools which are incapable of precise allocation between the Charter School and Other Schools, then the Company will allocate such expenses among all such Other Schools and the Charter School on a *pro rata* basis based upon the number of students enrolled at the Charter School and the Other Schools, or upon such other equitable basis as it shall elect.

ARTICLE V. CONSIDERATION

5.01 Compensation for Services.

(a) Management Fee. The Charter School shall pay a monthly Management Fee to the Company of (i) a fee of 18% of the School's Qualified Gross Revenues (the "Management Fee"). Company

and the School agree that the year-end accounts related to any Management Fee decrease will be reconciled within sixty (60) days after the end of the fiscal year. Except as otherwise provided, Qualified Gross Revenue does not include facilities funding from any source, charitable contributions, proceeds from fundraisers, casino revenue, fees charged to students or PTA/*PTO* income, or Grant Revenue ("Non-Qualified Gross Revenue") which shall be retained 100% by the School. "Grant Revenue" shall mean all revenue received as a result of any application submitted by or on behalf of the School or any funding agreement reached by or on behalf of the School including but not limited to National School Lunch Program, Medicaid, and other grants for facilities, professional development, transportation, or other needs of the School. Non-Qualified Gross Revenue shall be paid to the Company or other third party providing the goods or services provided that the Company or third party presents and the School approves invoices that satisfy the conditions or restrictions imposed on the Non-Qualified Gross Revenue by the contributor, grantor, or other source of the Non-Qualified Gross Revenue.

(b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. The Company's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Charter School. In the event that the Company's Management Fee is determined to be an excess benefit transaction under the Internal Revenue Code, the parties agree that this Section 5.01 shall be deemed to be amended to avoid designation as an excess benefit transaction and the Company agrees to reimburse the Charter School for any liability, costs or expenses associated with such determination.

5.02 Payment of Costs.

In addition to the Management Fee described in Section 5.01 above, the Charter School will reimburse the Company as described in Exhibit B for all costs incurred and paid by the Company in providing the Educational Services and Administrative Services, including all payroll-related expenses, provided such costs have either been approved as part of the Budget or have been separately approved by the Board (collectively, the "Reimbursed Expenses"). Company shall adhere to the Board's Expenditure Threshold Policies. The Company will not charge an added fee to the Management Fee unless such fee is approved in advance by the Board. The Board shall have full responsibility to timely make payment, advance payment or reimbursement to the Company for all additional costs. The Company shall not be liable to any third party nor to the Board for damages for any failure by the School to make payments as agreed under this paragraph.

5.03 Time and Priority of Payments.

(a) The Company will receive its Management Fee in the same number of installments and in the same proportion that the Charter School receives its revenues. Each installment of the Management Fee will be due and payable within ten (10) business days of receipt by the Charter School of the revenues related thereto. The Company will submit monthly invoices of Reimbursed Expenses to the School. All invoices for Reimbursed Expenses shall be payable by the School within ten (10) business days of receipt of such invoice.

(b) If School has not received its monthly revenue payment at the time the Management Fee invoice is presented, the Management Fee invoice shall be paid within five business days of receipt of the monthly revenue payment by the Charter School.

(c) All amounts payable by the School hereunder shall, at the Company's option, be made via electronic funds transfer. The School shall cooperate with the Company to set up and establish necessary accounts and procedures.

(d) Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) The Charter School will satisfy its payment obligations under this Article to the Company in the following order of priority: (i) payments due and owing under Section 5.02 above with the oldest amounts due first; and (ii) payments due and owing pursuant to Section 5.01 above with the oldest amounts due first.

(f) Intentionally omitted.

(g) Company will request reimbursement for all Reimbursed Expenses in accordance with Exhibit A and Exhibit C (financial policies and standard operating the procedures). Company's failure to adhere to such policies may result in a delay of payment for Reimbursed Expenses which are: (i) not supported by adequate receipts; (ii) not approved by the Board in the case of unbudgeted contracts totaling \$5,000.00 or more for a single vendor within the academic year; and/or (iii) duplicate requests for payments (each, a "Billing Deficiency"). In the event that the School has identified a Billing Deficiency, it shall notify the Company of the alleged Billing Deficiency and shall identify the supplemental information or documentation the School requests to cure the Billing Deficiency within thirty (30) days following receipt of the applicable invoice from the Company. The Company shall have thirty (30) days following receipt of said notice to cure any Billing Deficiency. If the School identifies a Billing Deficiency, it shall pay the remainder of the Company's Reimbursed Expenses invoice in accordance with Section 5.03(a) above, less the amount in dispute; provided, however, that the Company may charge a late fee as set forth above in Section 5.03(f) if it determines that a delayed payment from the School is not the result of a good faith inquiry regarding a legitimate Billing Deficiency.

5.04 School Expense Accommodation by the Company.

Effective as of the execution of this Agreement, the Company shall pay, which payment shall be treated as an advance against future revenues by the Company to the School and which shall be evidenced by a loan, any properly incurred School Expense under the following terms and conditions: (a) a reasonable estimate of the expense is submitted to the Company by the School and is approved by the Company, in writing, prior to the expense being incurred; (b) the School has not received funding from and is not eligible to receive or determines that it is not in the best interest of the School to receive financing from any other source for the operation of the School sufficient to pay the School Expense; and (c) such School Expenses advanced by the Company as set forth above, shall be payable by the School, in whole or in part, at such time as the School

receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a Promissory Note acceptable to the Company and the School. In no event shall any such promissory note provide for recourse against any member of the Board, the individual managers of the School or any other third party.

The loan shall be treated as an advance against future revenues of the School and shall be evidenced by a promissory note payable by the School, bearing interest at five percent (5%) per annum. The note shall be paid in full within the earlier of: the end of the next School Year or, in whole or in part, at such time as the School receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. In no event shall any such promissory note provide for recourse against any member of the Board, or the individual employees of the School.

5.05 Other Revenue Sources.

(a) The Charter School and the Company may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and Charter of the Charter School, in the name of either the Company or the Charter School; provided, however, that any solicitation of such grants by the Company in the name of the Charter School or which identifies the Charter School shall be subject to the prior approval of the Charter School.

All funds received by the Company or the Charter School for the benefit of the Charter School from such other revenue sources and programs pursuant to this Section 5.05 shall be deemed Charter School funds. The Company shall receive no compensation from the Charter School upon receipt or expenditure of such funds and shall have no responsibility for management of the programs funded donations contemplated in the first sentence of Section 5.05 unless the parties shall expressly agree otherwise, and then only to the extent allowable by the donor or grantor of such funds.

(b) Nothing in this Section 5.05 will be construed to prohibit Company from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes.

ARTICLE VI PERSONNEL AND TRAINING

6.01 Personnel Responsibility.

(a) Subject to the Sponsor Agreement, Sections 3.01 and 3.02 of this Agreement and all applicable laws and regulations, Company will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage and transfer personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.

(b) Except as specified in this Agreement or as required by law, teachers and support staff recommended by the Company pursuant to this Agreement will be employees of the Company. The Company will be responsible for conducting reference, employment checks, criminal

background checks and unprofessional conduct checks on its employees to the extent required under the Code and other applicable laws and regulations as if the employees were employed by a Charter School. Upon request, the Company will provide the Charter School documentary evidence of such background checks.

(c) DIRECTOR. The School Director ("DIRECTOR") will be an employee of the Company, and will be the academic and administrative head of the Charter School, shall have full responsibility for its operation and shall be required to implement the Company's Educational Program and curriculum. The Company will have the authority, consistent with this Agreement, the Sponsor Contract and other applicable laws and regulations, to supervise the DIRECTOR and to hold him or her accountable for the success of the Charter School. The Company will share on a confidential basis with the Board of Directors its performance reviews and assessment of the DIRECTOR and shall provide prior notice of the transfer or dismissal of the DIRECTOR and will communicate with the Board of Directors as needed about the search and hiring of the initial Director or any replacement Director.

6.02 Teachers. The Company will provide to the Charter School such highly qualified teachers as required by Ohio Department of Education and which are in the Company's judgment required to provide the Educational Services and Administrative Services. The Company will determine the number and assignments of such teachers. Such teachers may work at the Charter School on a full or part time basis. Each teacher assigned to the Charter School will be qualified in his or her grade levels and subjects, will hold a valid teaching certificate to the extent required under applicable laws and regulations, and will have undergone a criminal background check and unprofessional conduct to the extent required under applicable laws and regulations.

6.03 Support Staff. Company will provide to the Charter School such support staff as required to provide the Educational Services, Administrative Services and Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff, and administrative assistants to the DIRECTOR, bookkeepers and maintenance personnel. Such support staff may work at the Charter School on a full or part time basis.

6.04 Training. Company will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the Charter School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as the Company determines to be reasonable and necessary under the circumstances.

ARTICLE VII. TERMINATION OF AGREEMENT

7.01 Termination.

(a) By the Company. Company may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Charter School fails to remedy a material breach within 30 days after written notice from Company to the Charter School. A material breach includes, but is not limited to (i) the Charter School's failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) an act or omission that causes the Company to be

unable to perform its material obligations under this Agreement. Termination by the Company will not relieve the Charter School of any obligations for payments outstanding to the Company as of the date of termination or potential liability for financial damages suffered by the Company as a consequence of the Charter School's breach (or of the Company's termination as a result thereof) of this Agreement, (iii) action by the Board that is in violation of the Code, Charter Contract or applicable regulations that is considered a material default of this agreement, (iv) unilateral financial decisions by the School that adversely impact the Company's ability to collect a management fee or (v) failure of the Charter School to carry out any provision of the Management Agreement. The termination shall be effective 30 days after the expiration of any applicable cure period.

(b) By Charter School. Subject to Chapter 3314 of the Ohio Revised Code, the Charter School may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Company fails to remedy a material breach of this Agreement within 30 days after written notice from the Board to the Company. A material breach by the Company includes, but is not limited to: (i) a material failure to account for its expenditures of Charter School funds or for other expenses incurred by the Charter School, (ii) Company's failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board, this Agreement, the Code, the Charter, or applicable laws and regulations, (iii) failure to meet or make progress towards the educational goals set forth in the Charter such that the Charter will be terminated, (iv) the employment of teachers in violation of the Charter, the Code or this Agreement, (v) any act or omission of gross negligence that causes the Charter School to materially breach the Charter or any of the Charter School's other material contractual obligations in anyway, or (vi) filing of bankruptcy by the Company. Termination by the Charter School will not relieve the Charter School of any obligations for payments outstanding to Company as of the date of the termination, nor will it relieve the Company for liability for financial damages suffered by the Charter School as a consequence of the Company's breach (or of the Charter School's termination as a result thereof) of this Agreement, (vii) failure to carry out any provision of the Management Agreement, (viii) the Charter is suspended or terminated, (vii) in the event that use of the Facility becomes impractical by reason of fire, flood or other act of God and an alternate suitable facility cannot be located. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School or Board. The termination shall be effective 30 days after the expiration of any applicable cure period.

(c) By the Charter School Without Cause. Notwithstanding the provisions of the foregoing subparagraph (b), the Charter School shall have the right (assuming that the Company otherwise has no continuing liability, contingent or otherwise, to third parties under contracts entered into by Charter School) to terminate this Agreement without cause. Provided, however, that upon such termination, the Company shall be entitled to an award of damages equal to the amount of the Management Fee from the date of termination until the stated expiration of the contract (excluding any renewal period) on account of such early termination. The termination shall be effective 30 days after the receipt of written Notice by the Charter School.

(d) Termination of the Charter or Substantial Reduction of State and Federal Funding. This Agreement will terminate upon i) Charter School's ceasing to be a party to a valid and binding charter, provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the Charter School has entered into a Subsequent Charter, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII, (iii) Any reduction in State or Federal Funding which causes the Charter to be unable to perform its material obligation under state and federal law and/or this Agreement. Termination pursuant to this paragraph will not relieve the Charter School of any obligations for payments outstanding to the Company as of the date of termination.

(e) Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a school year, whichever is earlier.

7.02 Real and Personal Property.

All real property leases to the school facility shall be made in the name of the Charter School. All personal property leases shall be made in the name of the Charter School. When the Company purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to the Company by the School as payment for services rendered, such property is property of the School and is not property of the Company. The Company shall be responsible for the placement of tags identifying proper School ownership in compliance with the School's current Fixed Asset Policy. No School property shall be disposed of without the consent of the Board of Directors. Any property located at the School, for which no tags exist, is deemed to belong to the School.

7.03 Future Advances/Out-of-Pocket Expenses/Third-Party Obligations. Prior to (and in the case of the Charter School as a condition of) the delivery of any notice of termination in accordance with Section 7.01(b) above, or upon the termination or expiration of this Agreement for any other reason, the Charter School shall (i) reimburse Company for all expenses owed pursuant to Section 5.02 above, and (ii) repay all advances or loans from the Company, whether or not then due. In addition to the above, and notwithstanding anything to the contrary, as a condition precedent to termination of this Agreement, the Charter School shall, to the satisfaction of the Company, relieve the Company, or cause the release of the Company, from any and all liability with respect to any corporate or personal guaranty, loans or other financing which remains in place on or related to a Charter School facility, equipment, or another similar third-party obligation for which the Company and the Charter School is a party to the transaction (each a "Third-Party Obligation"). In order to facilitate the release of any Third-Party Obligation, the Charter School shall obtain any additional co-signers, guarantors or other third parties as

required by any bank or lending institution in substitution of Company as the related party. It is expressly understood and acknowledged by the Charter School that the Company shall not be liable on any financing, guaranty loans or other contractual obligations entered into by Company on behalf of Charter School and that the Charter School agrees to indemnify, defend, and hold the Company harmless from any debts, demands, liens, judgment's, legal actions whatsoever of any kind, and any losses, costs, or expenses, including reasonable attorney fees, arising from any Third-Party Obligation. The obligations of the Charter School contained in this Section 7.03 shall survive any such termination and shall continue in full force and effect.

7.04 Termination of the Company License. Upon termination or expiration of this Agreement by either party for any reason, including without limitation Section 7.01(b), the license to use the Company curriculum, as defined on page 1 of this document, shall terminate at the end of the then current school year, and the Charter School shall cease any use of the CompanyTMcurriculum at that time.

7.05 Return of The Company Materials. Within five business days of any termination or expiration of the Management Agreement by either party for any reason, including without limitation Section 7.01(b) the Charter School shall (i) assemble in a safe place (a) all materials relating to the Company Curriculum, including the Company Lesson Materials and the Company Resource Materials, whether in hard copy or electronic format or otherwise, and any copies thereof, (b) all professional development and training materials, guides, and models, prepared and provided by the Company in connection with training of instructional or administrative personnel, and (c) all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the Charter School shall certify to Company in writing that the Charter School has ceased to use the Company Curriculum, such Company Lesson Materials, Company Resource Materials, all professional development and training materials, guides, and models, and all such administrative manuals and materials. At Company's direction, the Charter School will promptly send at its expense all such materials to Company or permit representatives of Company to pick up all such materials at the Charter School.

7.06 Return of Charter School Materials. Company shall assist the Charter School Board in any transition of management and operations, including, but not limited to the orderly transition of all student records, sending notices to students as reasonably requested by the Charter School Board at the Board's cost including the delivery of student records directly to the students.

7.07 Proprietary Information and Ownership. The Charter School acknowledges that the Company owns the intellectual property rights and interests in the NewStart Curriculum, as defined on page 1 of this document, and the NewStart Lesson Materials licensed to the Charter School during the term of this Agreement and to the names "Cambridge Education Group" and NewStart (such names being registered marks of Cambridge Education Group). The Charter School acknowledges and agrees that it has no intellectual or property interest or claims in the NewStart Curriculum, the NewStart Lesson Materials or such names and has no right to use the NewStart Curriculum, the NewStart Lesson Materials, or such names unless expressly agreed to

in writing by NewStart. The Company shall have the right to install signs on the Charter School facilities, including under the name of the Charter School, describing the services provided by the Company including “Managed by Cambridge Education Group” or “Educational Services Provided by Cambridge Education Group.” Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

ARTICLE VIII. INDEMNIFICATION

8.01 Indemnification of CAMBRIDGE. The Charter School will indemnify, defend and save and hold the Company and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by the Charter School with any agreements, covenants, warranties or undertakings of the Charter School contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Charter School contained in or made pursuant to this Agreement. In addition, the Charter School will reimburse Company for reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8 may be met by the purchase of insurance pursuant to ARTICLE IX below.

8.02 Indemnification of the Charter School. Company will indemnify, defend and save and hold the Charter School and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by Company with any agreements, covenants, warranties or undertakings of the Company contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Company contained in or made pursuant to this Agreement. In addition, Company will reimburse the Charter School for reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8.02 may be met by the purchase of insurance pursuant to Article IX below.

8.03 Defense. A party entitled to indemnification under this ARTICLE IX (the “Indemnitee”) shall give notice to the indemnifying party (the “Indemnitor”) of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Charter School will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations.

8.04 Right of Set-Off. Either party may, but shall not be obligated to, set off against any and all payments due the other party under this Agreement, any amount to which the party is entitled to be indemnified hereunder, provided that the parties have agreed to the indemnification obligation under this ARTICLE or there has been a final judicial determination thereof.

ARTICLE IX
INSURANCE

9.01 Insurance Coverage. The Charter School will maintain general liability insurance and umbrella insurance coverage in the amounts required by the Charter or otherwise required by sound business practices. Company shall maintain, at its expense, insurance requirements set forth in the Sponsor Contract and shall maintain such commercial general liability insurance and other insurance required by the Sponsor Contract, except the Directors and Officers insurance, which shall be maintained by the Charter School Board. Such policies shall name the other party and its affiliates and their respective directors, officers, employees, subcontractors, and agents an additional insured under such policies. A certificate of insurance evidencing such coverage shall be provided upon reasonable request. The Charter School will comply with any information request from its insurer(s) and all reporting requirements applicable to such insurance.

9.02 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering its respective employees.

9.03 Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE IX. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE X
WARRANTIES AND REPRESENTATIONS

10.01 Representations and Warranties of the Company. Company hereby represents and warrants to the Charter School:

- (a) The Company is a duly organized limited liability company in good standing in the State of Florida and is authorized to conduct business in the State in which the Charter School is located.
- (b) To the best of its knowledge, Company has the authority under the Ohio Revised Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Company's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
- (d) The Company has the financial ability and is in good financial standing with creditors or otherwise to perform educational management services as described under this Agreement and in accordance with Exhibit B.

10.02 Representations and Warranties of the Charter School. The Charter School hereby represents and warrants to the Company:

(a) The Charter to be received by the Charter School (i) authorizes the Charter School to operate and receive the State, Federal and Local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the Charter School with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

(b) The Charter School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) The Charter School's actions and those of the Board have been duly and validly authorized, and the Charter School and Board will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the Charter School and the Charter School has sufficient funds in the Budget to pay for such expenditures.

(d) The Charter School has provided and will provide Company all authority and power necessary and proper for the Company to undertake its responsibilities, duties, and obligations provided for in this Agreement.

(e) The Charter School has not received notification of a breach of the terms of the Charter and will not breach the Charter once fully issued.

(f) The Charter School has not received notification of a breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to the Charter School's required performance under this Agreement.

(g) The Charter School has no intellectual or property rights or claims in the NewStart or in the names "Cambridge Education Group", or NewStart and will make no such claims in the future.

10.03 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI DISPUTE RESOLUTION

11.01 Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted, for final

resolution to a court of competent jurisdiction in the State. Pending the resolution of the dispute, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The court will make its decision in accordance with the laws of the State in which the Charter School is located and of the United States.

11.02 Damages Upon Termination. The parties agree that in the event of the wrongful termination of this Agreement by the Charter School, the Charter School will owe Company damages for existing obligations such as unpaid Management Fees through the date of the wrongful termination of this Agreement, un-reimbursed expenses, and other amounts owed to Company under the Agreement and Exhibit B and further the parties agree that the Charter School will owe to Company, damages equal to the present value of the estimated Management Fees specified in ARTICLE V through the end of the term specified in ARTICLE II because such Management Fees are used to offset THE Company's fixed costs, corporate overhead and profit.

ARTICLE XII MISCELLANEOUS

12.01 Subcontracts. Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School, but may only do so upon the prior written approval of the Board. Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors. School will not reimburse Company for Administrative personnel of Company for services covered under this agreement and included under the Management Fee.

12.02 [Reserved].

12.03 No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person other than The Authorizer and the Ohio Department of Education by operation of law.

12.04 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Charter School and the Company.

12.05 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, or other acts beyond its reasonable control.

12.06 Governing Law. The laws of the State and the County in which the Charter School is located will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement. The laws regarding charter or community schools in Ohio have been modified, therefore the Company and the

Charter School agree to abide by and this Agreement is modified by the Ohio Revised Code as follows:

12.07 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

12.08 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

12.09 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mails, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day). The addresses of the parties are as follows:

If to the Company, to:
CAMBRIDGE EDUCATION GROUP, LLC
481 N. Cleveland-Massillon Road
Akron, OH 44333
Attention: _____
Facsimile: 877-679-7863


With a copy to:
Maria L. Markakis
5 East Main Street
Hudson, Ohio 44236
330-650-6610
330-650-1185

If to the School, to:
Orchard Park Academy
14440 Triskett Road
Cleveland, Ohio 44111

With a copy to:
Mr. Arthur L. Clements, III
Nicola, Gudbranson & Cooper, LLC
25 West Prospect Ave., Suite 1400
Cleveland, Ohio 44115
Facsimile: 216- 621-3999

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective authorized representatives as of the date first set forth above in the introductory paragraph.

Orchard Park Academy: Cambridge Education Group, LLC:

By: 
Print Name: Jessica Hincavec
Its: President


By: 
Print Name: John Stack
Its: CEO

EXHIBIT A

Statement of Mission, Vision and Purpose;

a. Mission and Vision and Purpose. The Mission of the School is to provide students the opportunity to learn and develop a multi-cultural environment, through communication that focuses on problem solving, scientific and technological strategies, languages and entrepreneurial ship.

b. The NewStart Educational Model has developed a philosophy of recognizing each student as an individual, each with unique interests, aspirations, and passions. The educational program and methods utilized must be meaningful and relevant, and may differ according to the situation of each individual student. Each student must be offered the opportunity to learn at his/her own pace, and to focus on his/her unique interests to bring out his/her passion, but at the same time recognizing that he/she must reach certain milestones in each educational calendar year that support the State learning requirements.

i. The Educational Model must offer students the ability to be challenged, and it must support remediation efforts that might be applicable. Students should not be limited in development in one subject area due to performance limits in other subject areas.

ii. Objectives for academic progress for each school calendar period must be defined, and progress toward these objectives must be demonstrated and communicated to the student in each calendar period.

iii. Students must accomplish progress toward the diploma and toward all other School requirements in its Contract on an annual basis.

iv. Enrollment of each student must be reviewed, documented, and controlled to be able to justify that: (i) the student meets recommendations supporting admission to the School; and (ii) academic progress is being met according to the student's objectives.

v. Recognizing that student learning is often related to a teacher's ability to assist the learning process, the School requires a teacher development program to define teacher qualifications and performance requirements, to regularly document and communicate perceived performance, and to implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

vi. The School must demonstrate curriculum alignment with the State standards applicable to the School and must identify any specific instances of non-compliance with the standards. Further, the School must define and implement the

Sponsors Renewal Conditions that will lead to compliance under the School's Sponsor Contract within one year.

vii. In particular, the School should meet all the requirement of a FOCUS school as required by the Ohio Department of Education.

viii. All requirements of local, state and federal laws relating to charter schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis, and rectification of any non-compliance and complaints.

EXHIBIT B

Subject to the School's budget and expenditure threshold as defined in paragraph 5.02, Company shall, out of its Management Fee provide the School the following services and the Company shall be solely responsible for all costs associated with the provision of such services:

- a. Identify the demographics of the population of students to which the School may appeal.
- b. Identify necessary components of and possible ideal locations for the School's Facility.
- c. Identify, investigate and evaluate specific options available for the School Facility in identified areas.
- d. When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- e. Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable (TV/internet), water and waste charges ("Utilities") and for all buildings and grounds non-personnel cleaning, maintenance and upkeep ("Upkeep")
- f. Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission, educational goals and performance objectives as stated in the Contract and as reflected in the Statement of Mission and Purpose.
- g. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, equipment and competitors.
- h. To the extent called for in the Model applicable to the School and necessary to the operation of the School select, and negotiate the terms of the purchase or lease of, (a) initial plant and equipment, (b) office furniture and equipment, (c) classroom furniture and equipment, (d) audio-visual, TV and projector equipment, (e) computer equipment and software, and computer room furnishings and equipment, (f) special education furnishings and equipment, (g) student lockers and coat racks, (h) laboratory furniture and equipment, (i) library furnishings and equipment, (j) athletic/gymnasium furnishings and equipment, (k) art and music furnishings and equipment, (l) kitchen/cafeteria furnishings and equipment, (m) restroom furnishings and equipment, (n) other/common area/office/teacher lounge furnishings and equipment, (o) medical, health and safety furnishings and equipment, (p) maintenance and security furnishings and equipment, and (q) other personal property necessary for the operation of the School (collectively, the "Furnishings and Equipment").
- i. Adapt and deliver the Educational Model, curriculum and program.
- j. Select and negotiate terms of procurement of teaching guides, curricula and aids implementing the Model, school texts implementing the Model and workbooks, paper, pencils, and like student supplies.
- k. Select, negotiate terms of procurement of, and arrange for the delivery of cafeteria food and drink, vending machines and drinking water (cooler/fountain) and coffee facilities.
- l. Oversee day-to-day management of the School, in accordance with the Statement of Mission and Purpose and the non-profit purpose of the School, and the Contract.
- m. Perform repeated evaluation, assessment and continuous improvement of the School's Educational Model, curriculum and program.

- n. Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations or required by the Contract.
- o. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board.
- p. Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- q. Provide all information and written reports reasonably requested by the Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of all reports and other materials provided to the any oversight entity and evidence of compliance with the terms of the Contract.
- r. Meet with the Board on such frequency as the Board shall reasonably request.
- s. Provide members of the Board and their representatives with access at all times to inspect all School facilities, to review and audit all books and records relating to the School and the Company's performance hereunder and to meet with and interview any employees of the Company (including teachers).
- t. License to the School on a non-exclusive basis the use of the Educational Model.
- u. Research, investigate and evaluate possible manufacturers and technology that can assist the School to achieve its Statement of Mission and Purpose and the performance objectives as stated in the Contract.
- v. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, technology and any competitors.
- w. Integrate as possible the purchased technology with the curriculum and Model.
- x. Advise and train staff and teachers on admissions and expulsion procedures, including utilization of forms and systems.
- y. Perform quality data tracking, including but not limited to student data such as attendance, performance, etc., and tying together all school data as the technology system is developed.
- z. Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Contract.
- aa. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing where applicable and available.
- bb. Consult on physical facility layout, maintenance and capital improvements.
- cc. Research and recommend appropriate after school and extracurricular activities and field trips.
- dd. Assign to the School service team such Company personnel as are necessary to carry out the obligations and duties of the Company under this Agreement; such assigned Company personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to the Company.
- ee. Determine staffing levels, and select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law.
- ff. Consistent with the Contract and state law, select and supervise the School Administrator and hold him or her accountable for the success of the School (the School Administrator

- and the Company, in turn, will have similar authority to select and hold accountable the teachers and other staff in the School).
- gg. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, determine the number of teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, qualified in the grade levels and subjects required, as are required by law, to the School; the curriculum taught by such teachers shall be the curriculum recommended by the Company and approved by the School Board as part of the Model. Such teachers may, in the discretion of the Company and School Board, work at the School on a full or part time basis.
 - hh. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, determine the number and functions of support staff, qualified in the areas required, as are required by the School. Such support staff may, in the discretion of the Company, work at the School on a full or part time basis.
 - ii. Provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines is reasonable and necessary under the circumstances or as required by law.
 - jj. Inform the School of increases and decreases to salary levels and fringe benefit levels of any employee of the Company assigned to the School.
 - kk. Evaluate appropriate types and levels of insurance coverage for the operations of the School taking into account the activities of the School and the Company and the types and levels of insurance maintained by similarly situated schools.
 - ll. Suggest improvements in the School Facility as needed for the School's operations and the safety, health and welfare of the School's students.
 - mm. Arrange for Utilities and Upkeep costs.
 - nn. To the extent called for in the Model applicable to the School and necessary to the operation of the School, negotiate agreements for the procurement of, and procure, by purchase or lease, and have delivered, installed, and, if necessary, tested, all Furnishings and Equipment.
 - oo. Select and procure on an ongoing basis consumables (other than food) related to each of the foregoing.
 - pp. Arrange for the procurement of, and procure teaching guides, curricula and aids implementing the Model, school texts implementing the Model and workbooks, paper, pencils, and like student supplies.
 - qq. Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Contract and Board adopted policies and in compliance with all applicable federal, state and local law.
 - rr. Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the School Board for approval illustrating, among other things, actual results and how those results align with the projected budgets and explaining variances.
 - ss. Arrange for all data information management services, testing, and testing analysis.
 - tt. Assist in identifying and applying for grants.

- uu. Assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto.
- vv. Perform such other reasonable management and management consulting services as are from time to time requested by the School Board and mutually agreed upon by the School and the Company, including but not limited to attendance at the School Board's meetings and marketing the school's programs.
- ww. Coordinate community relations activities
- xx. Perform initial and ongoing staff and teacher training with respect to the technology.
- yy. Supervise/conduct after school and extracurricular activities and field trips.
- zz. Enter into employment or contractor contracts with and assume full responsibility and liability, and pay, benefits, salaries, worker's compensation, unemployment compensation, and liability insurance, per their terms of employment or engagement, for such (a) teachers, tutors and classroom aides, (b) senior administrative personnel, counselors, librarians and IT personnel, (c) athletics, coaching and extracurricular activities personnel, (d) kitchen and clerical personnel, (e) facilities and custodial personnel, (f) health, safety and security personnel, and (g) student transportation personnel as may be required by state and federal law, the Statement of Mission and Purpose, this Agreement or the Contract to carry out the purposes of the Model.

- aaa. Arrange for or cooperate with the School's designated Fiscal Officer in obtaining insurance covering the Schools operations: General Casualty and Risk Insurance on the School facility in an amount not less than full replacement value. General Liability Insurance in an amount of not less than One Million Dollars per occurrence and five million dollars aggregate.

- bbb. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Company's Special Education Department that focuses specifically on students with special education needs.

- ccc. securing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond Company's control. Company shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments.

- ddd. Maintaining and annually publishing an accurate record of the names and identifying information of all entities that have entered into a contract with the governing authority of Charter School to manage or operate that school;

- eee. The Company shall assist Charter School and the Fiscal Officer with providing the information in the format as described under ORC 3314.032(C) for the annual budgets of the school. The format shall prescribe inclusion of the following information in a school's budget:

- (1) Administrative costs for the Charter School as a whole:

- (2) Instructional services costs for each category of service provided directly to students, compiled and reported in terms of average expenditure per pupil receiving the service;
- (3) The cost of instructional support services, such as services provided by a speech- language pathologist, classroom aide, multimedia aide, or librarian, provided directly to students;
- (4) The cost of administrative support services, such as the cost of personnel that develop the curriculum and the cost of personnel supervising or coordinating the delivery of the instructional services;
- (5) The cost of support or extracurricular services costs for services directly provided to students;
- (6) The cost of services provided directly to students by a non-licensed employee related to support or extracurricular services, such as janitorial services, cafeteria services, or services of a sports trainer;
- (7) The cost of administrative services related to support or extracurricular services, such as the cost of any licensed or unlicensed employees that develop, supervise, coordinate, or otherwise are involved in administrating or aiding the delivery of services.
- (8) The Charter School Board of Directors shall be the sole entity responsible for the adoption of the school's annual budget, and shall adopt such budget with the assistance of the school's designated fiscal officer.

The School shall have the responsibility for payment of all direct costs, and reimbursement to Company for expenses incurred to operate the School. As used herein, "Direct Costs" may mean either expenses incurred directly by the school to run its operations or those incurred by Company on behalf of the school which are required to directly operate the school. As used herein, "reimburse" may mean either providing funds to the Company in advance of Company expenditure, or reimbursing the Company after such expenditure, as may be provided for below.

The School shall have the responsibility for payment of items so specified below:

- a) All Salaries including but not limited to; Teachers, Special Education Staff, Vocational Education Staff, Superintendent Salary, Administrative Staff working upon the school premises.

b) All Benefits including but not limited to; STRS Employers Match, Medicare Match, Medical Benefits, BWC.

c) All Purchased Services including but not limited to; Instructional Services, Professional Development from outside vendors, Health Services, Management Services, Sponsor Fees, IT Services, Board Stipends, Professional/Legal Services, Accounting & Auditing, Payroll Processing, Other Professional Services, Security Services, Garbage Removal, Equipment & Furniture Repair & Maintenance, Janitorial Services, Rental Expenses for school related functions, Lease Purchase, Other Property Services, Board Travel Expenses, Onsite School Telephones, School Postage, Postage Machine Rental, Messenger Service, Advertising, Other Communication (Internet), All Utilities, Contracted Food Services, Pupil Transportation.

d) All Supplies and Materials including but not limited to; Instructional Supplies, School Office Supplies, Software Instruction, Software Admin, Food Products, Buildings Maintenance, Equipment and Furniture, Other Materials & Supplies

e) All Other Expenses including but not limited to; Memberships, Audit fees, Bank Charges, Other Dues and Fees, Liability Insurance, Bond Premiums and Academic Extra-curricular activities.

EXHIBIT C

[FINANCIAL POLICY MANUAL]
[STANDARD OPERATING PROCEDURES]

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT


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

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

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

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


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



School Governing Authority President

3/13/17

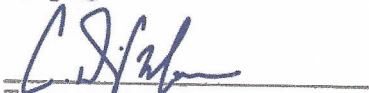
Date



Designee

3/13/17

Date



Treasurer

3/13/17

Date

ATTACHMENT 3.7

RACIAL AND ETHNIC BALANCE

a.) Plan to Achieve or Continue Racial and Ethnic Balance

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

The School Governing Authority will assess the Racial and Ethnic Balance of the School within the first two months of the calendar year using detailed demographic information obtained from the U.S. Census Bureau and/or local report cards for which the school draws its students to determine racial balance comparative to the population.

Information will be reviewed by the School leader, the management company and the Governing Authority. Marketing plans for the School will be adjusted to ensure racial diversity. Efforts will be made to draw students from a diverse area to best reflect the local population's ethnic and racial diversity.

That being said, as the School is a public school and enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

ORCHARD PARK ACADEMY

OPEN ENROLLMENT, ADMISSIONS AND RESIDENCY POLICY

OPEN ENROLLMENT

The School Governing Authority shall permit the enrollment of students from adjacent or from other districts in the State, provided that each enrollment is in accordance with the laws of this State, the provisions of this policy, and the administrative guidelines established to implement this policy.

KINDERGARTEN – EIGHTH GRADE ADMISSIONS PROCEDURES

Admission to the School is open to any student in grades kindergarten through eighth who reside in any district in the State of Ohio. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. All students of the School must be residents of the State of Ohio. Admission is open to students on a statewide basis. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

Applications are accepted for student admission up to the deadline date for a lottery drawing. The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels or facilities. The School will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. Priority for enrollment shall be given to students that reside in the district in which the School is located and returning students. Preference may also be given to siblings of students attending the school the previous year and students who are children of full-time staff members employed by the school. The preference provided to children of full-time staff members shall be less than five percent of the school's total enrollment. If on the deadline date for a lottery drawing the number of applicants exceeds the capacity restrictions set for the School's programs, classes, grade levels or facilities, a lottery drawing will be held. The lottery drawing places children in order for possible enrollment into the school. As the School operates and accepts students year round, if other places become available (after the lottery), students are accepted from a prioritized wait list based on the results of the lottery or, if there is no wait list, then on a first come first serve basis. If a lottery is necessary, it shall take place at a public location. All parents of children selected in the lottery will be notified of the selection by certified mail or by telephone call. Parents will have up to seven (7) days from receipt of the certified mail to contact the School regarding their

decision. If a parent does not respond within seven (7) days of receipt of the certified mail, the school will select another child from the lottery. Notwithstanding the above, in the event the racial composition of the enrollment of the School is violative of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

PRESCHOOL ADMISSION PROCEDURES

The School will also admit Preschool Children, as defined in ORC 3301.52 to its Preschool program. The School may charge weekly private rates for those who do not qualify for Publicly Funded Child Care. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities. Each Preschool Child's admission, placement, and withdrawal will be according to established procedures. The School will prepare at least once annually for each group of children in the Preschool program a roster of the name and telephone number of the Preschool Child and of the Preschool Child's parent and, on request, furnish the roster to each parent. The School will secure from each parent a signed statement indicating whether such individual desires to be included in rosters.

Parent shall provide, prior to the date of admission or not later than thirty days after date of admission, and every thirteen months from the date of examination thereafter, a medical statement affirming that the Preschool child is in suitable condition for enrollment in the Preschool program. The medical statement shall be provided by a physician, physician's assistant, clinical nurse specialist, or certified nurse.

For children three years old or older at the time of admission, the examination shall occur within twelve months prior to the date of admission.

Prior to the first day of attendance the School will collect a cumulative record of each child including but not limited to:

(a) Name and date of birth; (b) Name, address (home and/or business), and telephone number of parent(s); (c) Names, addresses, and telephone numbers of two persons to contact in an emergency if the parent cannot be located; (d) Name of persons(s) to whom the Preschool child can be released; and (e) Parent authorization for transportation related to the Preschool program, if any.

The health record of each Preschool child which shall include but not be limited to: (a) A statement signed by a licensed physician as described above; (b) Physician's and dentist's authorization and written instructions to administer prescription medication to a Preschool child enrolled in the Preschool program; (c) Immunization record as required by section 3313.67 of the Revised Code, which record shall include immunizations

required by section 3313.671 of the Revised Code; (d) A list of any allergies and treatment for said allergies; (e) A list of any medications, food supplements, modified diets, or fluoride supplements currently being administered to the Preschool child; (f) A list of any chronic physical problems and any history of hospitalization; (g) A list of any diseases the Preschool child has had; (h) Names, addresses, and telephone numbers of physician and dentist in case of emergency; (i) Permission of parent for emergency medical and dental care as required by section 3313.712 of the Revised Code; and (j) Permission of parent for emergency transportation.

PROCESS AND CRITERIA

In order for a student to be admitted the following must be completed/submitted: the registration form and such other enrollment materials that the School deems necessary; copies of the child's original birth certificate or such alternative set forth below in the Records Upon Enrollment section of this policy, current immunization record as mandated by law, proof of residence and parent/ guardian ID. In addition, all custody or court orders pertaining to or allocating parental rights and responsibilities for the care of the student and designating a residential parent and legal custodian of the child shall be provided. Students may also need to complete an academic assessment before being placed in a classroom.

Records Transfer

The School will verify eligibility according to residency and will report names and addresses to the local school district of those students who are enrolled in the School. In addition, once a student is enrolled, records are requested via mail on form letters, signed by a parent or guardian, from the appropriate school of last attendance. Follow-up calls are made to buildings that have not forwarded records as requested. This notice also serves as notice to the student's district of residence as required by law.

Kindergarten Admission

The School can admit to kindergarten any student, whose fifth birthday falls on or before September 30. The School can also admit to kindergarten any student, whose fifth birthday falls between October 1st and December 31st, provided that said student is determined to be kindergarten ready by the Principal based upon the School's early entrance policies and procedures.

RESIDENCY AND ENROLLMENT REQUIREMENTS

Although the School has a statewide open enrollment policy permitting enrollment from any school or district in the State of Ohio, it is still necessary to establish a student's school district of residence before they can be enrolled in the School. The school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place. Residence is a place where important family activity takes place during the significant part of each day;

a place where the family eats, sleeps, works, relaxes and plays. It must be a place, in short, which can be called "home". One cannot establish a residence merely by purchasing/leasing a house or an apartment or even by furnishing such a house or apartment so that it is suitable for the owner's use. No single factor is determinative; residency will be established by the totality of the circumstances.

The School Governing Authority or its designee shall review the residency records of students enrolled in the School on a monthly basis. Upon the enrollment of each student and on an annual basis, the Governing Authority or its designee shall verify to the state department of education each student's home school district, where they are entitled to attend school pursuant to Section 3313.64 or 3313.65 of the Revised Code.

Parents, guardians, or independent students age 18 and over must promptly notify the School using the documentation listed below when a change in the location of the parent's or student's primary residence occurs.

Upon initial enrollment the following documents can be used to establish proof of residency for verification of a child's ability to enroll in the School and determination of the school district the student is entitled to attend under section 3313.64 and 3313.65. These items must be current, be in the parent's/guardian's name, and include a street address. The School shall require only one form of proof of residency for enrollment. A post office box address cannot be used to validate residency records:

- Deed or current real property tax bill
- Lease agreement
- Mortgage statement
- Utility statement or receipt of utility installation issued within ninety (90) days of the date of enrollment
- Most current bank statement available issued to the parent or student that includes the address of the parent's or student's primary residence
- Current homeowner's or renter's insurance declaration
- Paycheck or paystub issued to the parent or student within ninety (90) days of the date of enrollment that includes the address of the parent's or student's primary residence
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction.

In the event a student's residency changes subsequent to initial enrollment, updated proof of residency documentation must be provided to the School.

For purposes of annually verifying student residency, the School shall require either one of the items listed above or a signed statement from the parent or guardian indicating that the student's residency has not changed since the last time proof of residency was provided to the School.

If our School and the student's home district (district of residency) disagree about residency, this policy shall prevail. In such a case, parents may be asked to provide additional information in order to resolve the dispute; however, the School is not obligated to ask for additional information based on other public schools' policies. Moreover, the School will provide that school district with documentation of the student's residency and will make a good faith effort to accurately identify the correct residence of the student.

If a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or if a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the "McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq.

RECORDS UPON ENROLLMENT

Upon receipt of completed enrollment forms, a request for records will be made within twenty-four hours from the public or non-public elementary or secondary school the pupil most recently attended.

If the records are not received within 14 days of the date of request, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.

No student, at the time of initial entry or at the beginning of each school year shall be permitted to remain in school for more than fourteen days if the student has not met the minimum immunization requirements established by the Ohio Department of Health or the student presents written evidence satisfactory to the person in charge of admission and acceptable as an exception to such requirement in law.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

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

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

1. The school will meet state and federal law mandates for providing education and services for students that qualify for 504, LEP/ELL, and SWD. Students referred will undergo a multi-factored evaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether and IEP, 504, LEP/ELL, or gifted is appropriate or ongoing monitoring.
2. RTI- The School will utilize the Response to Instruction (RTI) model in identifying students. The RTI process is a three tier process beginning with whole class, transitioning to small group for those who qualify. If students are not responding in tier two, students will transition to tier three, which will consist of one on one intervention. If the student responds well, the intervention will continue in the areas needed and processing back to the general education classroom. If student does not respond to the intervention, a further evaluation will be completed through the multi-factored evaluation.
3. Intervention Services will include but not limited to small group intervention, one to one intervention, after school tutoring and summer school tutoring. Modified curriculum with student support. Dedicated daily time will be scheduled to work on any intervention with students.
4. Discipline- The student code of conduct will be created and approved by the board. The School will implement said policy with all students. For SWD, The School will abide by federal law on how to implement and distribute consequences.
5. The School will provide services as prescribed in a student's IEP. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
6. The School will employ HQT teacher(s) and para-professionals with proper credentials to provide services for SWD, ELL or gifted endorsement.

7. LEP – The School will provide services to Limited English Proficient (LEP) students in accordance to the most recent state and federal guidelines. The School will utilize the services of PSI-Solutions. PSI is an award winning organization that has provided special education and health needs to Ohio students for more thirty years. PSI will provide English as a Second Language (ESL) services to the School. The program will implement best practices that help students become English Language Learners. PSI will provide the formal and informal English Language Assessments that assess skills (listening, speaking, reading, and writing) of each LEP student throughout the school year. PSI will provide assessments of the strengths and weaknesses of each student to the School personnel for Individual Education Plan planning. PSI will also collaborate with the School teachers and the Intervention Specialist to better serve the needs of the student. The School will also provide highly qualified personnel as needed.
8. The School will also provide highly qualified personnel as needed.

The School will provide for students needing a 504 plan in accordance to the most recent state and federal guidelines stated below.

Ohio law requires that all Special Education class assignments shall maintain Intervention Specialists and related services personnel/pupil teacher/pupil ratios in compliance with the Ohio Operating Standards for Ohio Educational Agencies Serving Children With Disabilities (3301-51 -09) (herein afterreferred to as "Operating Standards") state mandated standards. The Operating State Standards available are as follows:

Disability Category Assigned	Maximum Number to be Served by School Level (Case Load)		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	K-8	9-12	K-8	9-12	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
Hearing Impaired, Visually Impaired, Orthopedic Impaired, Other Health Impaired	10	10	8	8	48 months

Emotionally Disturbed	12	12	10	10	48 months
Multiple Disabilities	8	8	8	8	60 months
Autistic, Deaf Blind, Traumatic Brain Injury	6	6	6	6	60 months
Cross Categorical	12*	16*	12*	16*	60 months

- *Adapted from the Ohio Department of Education*

Related Services Providers	Caseload
Adaptive Physical Education	100
Audiologist	100 school age or 100 preschool
Occupational Therapist	50 school age or 40 preschool
Orientation and Mobility Instructor	50 school age or 40 preschool
Physical Therapist	50 school age or 40 preschool
Speech/Language Pathologist	1/2000 ADM district-wide; 80 school age, 50 MD. HI. Orthopedic. or 50 preschool
School Psychologist	1/2500 ADM district-wide; 125 school age or 75 preschool
Work/Study Coordinator	75 school age
Vocational Special Educational Coordinator	50 school age

In accordance with Ohio Operating Standards (3301-51-09 (I))

The student performance will be measured after each diagnostic and performance assessment and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs may include by way of illustration, one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction. Subsequent diagnostic and performance assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

LEASE AGREEMENT

THIS LEASE (the "Lease") is entered into by and between the **Most Reverend Nelson J. Perez, Bishop of the Catholic Diocese of Cleveland as Trustee for St. Mel Parish, 14436 Triskett Rd., Cleveland, Ohio 44111 ("Lessor")** and **Orchard Park Academy, an Ohio nonprofit corporation ("Lessee")**. This Lease shall be effective as of November 1, 2018 (the "Effective Date").

WITNESSETH:

1. PREMISES.

1.1 **Premises Defined.** Lessor holds title to certain property under an implied trust for the benefit of St. Mel Parish, located at 14436 Triskett Rd., Cleveland, Ohio 44111 (the "Parish"), and Lessor with the consent and approval of the Parish, does hereby let and lease unto the Lessee for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, a portion of such property known as the entire St. Mel Parish School Building located at 14440 Triskett Rd., Cleveland, Ohio 44111 (the "Premises"). The Premises consists of 29,244 square feet of interior space.

1.2 **License to Use Parking Lot.** While this Lease is in effect, Lessee shall have a nonexclusive license to use the Parish parking lot (the "Lot") in common with Lessor and the employees, agents, contractors, licensees, parishioners, occupants and invitees of Lessor (collectively, the "Lessor Parties"), provided that such use shall not in any way interfere or hinder the use of the same by Lessor or the other Lessor Parties. The foregoing notwithstanding, the Parish shall have exclusive use of the 12 parking spaces which are graphically depicted on the parking diagram which is attached hereto as Exhibit A, such Exhibit A being incorporated by this reference. Lessee acknowledges that the Parish will have continued use of the Lot for its own uses and functions, including without limitation, regularly scheduled masses, liturgies (currently Mondays, Tuesdays, Wednesdays, and Fridays at 6:45 a.m., Thursdays at 5:45 p.m., Saturdays at 4:30 p.m., and Sundays at 7:00 a.m., 9:30 a.m., and 11:30 a.m.), and any parish scheduled meetings. Lessee agrees that its use of the Lot shall not unreasonably hinder or interfere with the Parish's use of the Lot. The parties agree that the Parish and Lessee shall work cooperatively regarding the use of the Lot in the event of a special event, including without limitation, funerals and other unscheduled liturgies and other Parish activities.

1.3 **Traffic Patterns.** Lessee shall, prior to occupancy, prepare and submit to the Parish for its reasonable approval a Parking Lot Safety Plan detailing the directional flow of traffic for student drop-offs and pick-ups, the safety measures to be taken during recess and all other school activities involving in any way the use of the Lot, as well as the signage and barriers to be used to effectuate the traffic and safety plans.

1.4 **Parish Playground Area.** Although not included as part of the Premises, Lessee shall have a license to utilize the Parish's playground area graphically depicted in Exhibit A (the "Playground") for student play during normal school hours.

2. **EQUIPMENT AND FURNISHINGS.** During the term of this Lease, Lessee shall have the use of Lessor's furnishings, fixtures, and equipment ("FF&E") currently located on the Premises. **Lessor makes no representations whatsoever regarding the condition of any of the FF&E or regarding the suitability of such FF&E for Lessee's intended use thereof.**

Lessee shall not remove any of the FF&E from the Premises and shall repair or replace the FF&E which are damaged, destroyed or have deteriorated as a result of Lessee's use of the same. Upon the expiration or termination of the Lease, Lessor and Lessee shall verify the condition of the equipment and furnishings. Any article of equipment or furnishing which is excessively worn shall be replaced by Lessee with FF&E that are of the same or similar condition as existed as of the Effective Date of the Lease. Lessee shall supply any additional FF&E required for its occupancy and operations on the Premises. Lessee shall be solely responsible for ensuring that all FF&E used by Lessee on the Premises, whether owned by Lessor or Lessee, is in compliance with any and all applicable Federal, state and local regulations, laws, requirements and standards.

3. **TERM AND OCCUPANCY.**

3.1 **Term:** This Lease shall commence on March 1, 2019, and end on June 30, 2022 (the "Term").

3.2 **Occupancy:** Lessee shall be granted occupancy of the Premises commencing on the Effective Date. Notwithstanding this fact, Lessee may only use the Premises for the use specified herein if an appropriate occupancy permit has been issued by the City of Cleveland and all other necessary licenses or permits from any applicable governmental authority are received by Lessee for such use and copies thereof provided to Lessor. Prior to such time Lessee may enter the Premises to make any and all necessary repairs or alterations necessary in order to obtain such permits and/or licenses. Lessor agrees that it shall reasonably cooperate with Lessee in obtaining an occupancy permit so long as all costs associated with such permit shall be borne by the Lessee.

4. **RENEWAL TERMS.** Section intentionally omitted.

5. **RENT.**

5.1 **In General.** Lessee agrees to pay to Lessor rent for the use and occupancy of the Premises ("Rent"). Rent shall be paid on or before the fifteenth (15th) day of each and every calendar month (prorated for any partial month) and shall be paid directly to the Parish at the place which notices are required to be sent hereunder. The agreement to pay rent hereunder is independent of any other agreement contained in this Lease.

5.2 **Rent.**

5.2.1 **Rent for Past Occupancy.** Lessee agrees it owes Lessor a total of \$97,767.00 for its past occupancy of the Premises through December 31, 2018. Lessee agrees to pay said amount as follows:

- \$55,000.00 paid by Lessee to Lessor immediately upon execution of this Lease.

- The balance of \$42,767.00 to be paid by Lessee to Lessor in consecutive equal monthly installments of \$10,691.75 starting with a first installment due in March 2019 upon execution of this Lease and the last installment due on June 15, 2019. Such installment payments shall be in addition to the Rent payments set forth below in Section 5.2.2 and shall be paid in the manner set forth in for Rent payments in Section 5.1 of this Lease.

5.2.2 Rent for March 2019 through June 2019. For the period of time from March 2019 through June 2019 Lessee shall pay Lessor equal monthly installments of \$9,000.00 per month.

5.2.3 Rent for the Balance of the Term.

- July 2019 through June 2020: Lessee shall pay Lessor equal monthly installments of \$13,403.50.
- July 2020 through June 2021: Lessee shall pay Lessor equal monthly installments of \$13,671.57.
- July 2021 through June 2022: Lessee shall pay Lessor equal monthly installments of \$13,945.00

5.3 Security Deposit. Lessee shall deposit with Lessor the sum of \$13,403.50 (the "Security Deposit") immediately upon execution of this Lease as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand therefor, deposit funds with Lessor in the amount sufficient to restore the Security Deposit to its original amount. Lessor shall not be required to keep the Security Deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration of the Lease Term and/or within sixty (60) days after the Lessee's vacation of the Premises, unless such vacation is an event of Lessee's default.

5.4 Late Fee. For any payments due on or after July 1, 2019, in addition to the Rent to be paid as herein provided, Lessee shall pay, as additional rent, the cost of any late charges and interest charges as set herein and any insufficient fund charges for bounced checks, court costs, attorney's fees and other costs and expenses incurred because of a Lessee default as set forth in the Lease. Any rent or additional rent payable by Lessee to Lessor under the Lease which is not paid within five (5) days after the same is due will be automatically subject to a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Lessor's additional administrative costs. In addition to the late charge set forth above, Lessee shall also be required to pay interest on all such unpaid sums (including any late charge(s)), at a per annum rate equal to the lesser of: (i) ten percent (10%); and (ii) the maximum rate permitted by applicable law ("Default Rate") on all such outstanding charges of Rent, with said interest charges, as applicable, to be payable on the fifteenth (15th) of each month throughout the Term of this Lease, without further notice or demand therefor by Lessor. Such late

charges and interest shall be due and payable as set forth herein and will accrue from the date that such sums for rent and additional rent are payable under the provisions of this Lease until actually paid by Lessee. Interest will not be compounded. The right of Lessor to charge a late charge and interest with respect to past due installments of Rent and Additional Rent is in addition to Lessor's rights and remedies upon an Event of Default.

In the event Lessee fails to pay any rent or additional rent on the day the same is due, Lessor shall serve upon Lessee's designee notice of such failure within five (5) days of the due date for such payment by one of the methods set forth in Section 25. Unless otherwise notified in writing by Lessee, Lessee's designee shall be the following person:

Becky Scheiman
Nicola, Gudbranson & Cooper, LLC
25 West Prospect Avenue, Suite 1400
Cleveland, Ohio 44115
Email: bscheiman@nicola.com

6. PURPOSE, USES, AND COMPLIANCE WITH LAWS. Lessee shall bear full responsibility for the operation and use of the Premises, and ensure its use is exclusively limited to the operation of an Ohio community school serving grades kindergarten through eighth grade, and for no other purpose. Lessee shall use and occupy the Premises in a careful, safe and proper manner; will not commit or suffer waste therein; will comply with all present and future laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting said Premises and the use and occupation thereof. Lessee shall make, at its sole cost, any and all repairs, modifications, alterations or additions to the Premises that may be required by any such laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law. Lessee shall not utilize the Premises in any manner which may obstruct or interfere with the rights of other lessees or occupants at the Parish, except as provided in this Lease. Lessee shall not use, or permit the Premises to be used, in any manner that is contradictory to the teachings or mission of the Roman Catholic Church, or that promotes the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Roman Catholic Church as determined by the Bishop of Cleveland, or that is otherwise injurious to the reputation of the Parish, the Diocese of Cleveland, or the Bishop of the Diocese of Cleveland; provided that if a violation of this section arises as a result of or due to any Ohio public Community School operating at the Premises complying with or teaching any Federal, State or local mandated curricular requirements, Lessor's right to terminate this Lease shall be subject to the provisions of Section 17.3.

7. ALTERATIONS AND FIXTURES. Lessee may, upon obtaining the prior written consent of the Lessor, at its own expense, beginning with the execution of this Lease, from time to time during the term hereof or any extension hereof, make such interior improvements, alterations, additions, and/or changes (the "Alterations") in and to the Premises as it finds necessary or convenient for its purposes. All such work shall be done in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises. Moreover, Lessee shall make such Alterations as reasonably recommended by the insurers issuing coverage on the Premises. Unless otherwise provided in the

written consent, any such Alterations in or to the Premises shall become the property of the Lessor and be included in the Premises. Lessee shall, at its sole cost and expense, upon receipt of written instructions from the Lessor, remove any Alterations in or to the Premises made in violation of this paragraph and restore the Premises to the condition in which they were originally found.

8. REPAIRS AND CUSTODIAL REQUIREMENTS.

8.1 Lessee's Obligations.

8.1.1 Lessee's Obligations - Generally. Lessee shall, at its expense, keep the Premises in good order and in a clean and sanitary condition throughout the term of the Lease, shall provide all ordinary interior maintenance of the Premises, including all necessary janitorial services, and shall perform all repairs and make all replacements as are necessary to keep in good order, condition, and repair, the interior of the Premises, including without limitation, any and all appliances on the Premises as well as interior light bulbs, paint, furnishings, and window treatments.

8.1.2 Repairs Necessary for Occupancy and Compliance with Law. Subject to the requirements of Section 7 of this Lease, Lessee shall be responsible, at its sole cost, for making any and all repairs, modifications, alterations or additions to the Premises that may be required by any laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary in order for the Premises to be used for its intended use or to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law, if and when applicable.

8.1.3 Repairs Necessitated by Lessee's Negligence or Fault. Lessee shall be responsible for promptly repairing any damage caused by its own negligence or intentional acts or by the negligence or intentional acts of those for whom it is responsible, including, but not limited to, its employees, agents, contractors, invitees, and licensees. In the event such damage occurs, Lessee shall immediately notify Lessor of the damage and shall promptly submit for Lessor's approval any and all plans for the repair of such damage prior to undertaking the same.

8.2 Lessor's Obligations. Except as otherwise provided for in this Lease, Lessor, at its expense, shall make all repairs and maintenance and make all replacements as are necessary to keep in good order, condition, and repair (i) the roof and all structural elements of the Premises, (ii) all building mechanical systems, (iii) all exterior elements of the Premises, (iv) the parking areas and drives serving the Premises and other exterior improvements located on the Premises.

8.3 Snow Removal. The Lessor shall be responsible for procuring all snow plowing necessary to clear the parking lots and driveways serving the Premises. The Lessor shall be responsible for keeping all walkways and entranceways clear and free of snow and ice. Lessee shall reimburse the Parish for 50% of the cost of all such snow removal.

8.4 Trash Removal. Lessee may utilize the Parish's trash dumpster, provided that Lessee shall promptly reimburse the Parish for its use of the same as follows: 50% of the cost of the first two weekly pick-ups and 100% of any additional pick-ups in any given week.

8.5 Lawn Cutting and Landscaping. Lessor shall be responsible for all lawn cutting and routine/ordinary landscape maintenance, provided that Lessee shall promptly reimburse Lessor for 35% of the cost of all such lawn cutting and landscaping.

9. **MECHANIC'S LIENS**. Lessee shall not permit any mechanic's, laborers', materialmen's or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security or in any manner required or permitted by law. Lessee's failure to do so within thirty (30) days of the filing of the lien or attachment shall result in the payment of the same by the Lessor and subsequent recovery of all expenses and costs from the Lessee. Lessee shall indemnify, hold harmless and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials and shall promptly reimburse the Lessor for all costs and expenses thereof, including but not limited to reasonable attorney's fees, bond premiums and court costs.

10. **UTILITIES AND OTHER SERVICES**. Lessee shall make timely payment of all charges associated with its use of the Premises for utilities including, but not limited to, natural gas, water, usage of sewers, electricity. Lessee shall be solely responsible for the installation and payment of all telephone services Lessee may desire or need for its use of the Premises.

Lessor shall submit the monthly utility statements or invoices to the Lessee and Lessee shall make payments directly to the provider of the utility or service. Lessee, without demand, shall each month provide to Lessor copies of the statement or invoice and a copy of the draft by which payment has been made. Lessee shall maintain payments to the provider or the Lessor on a current and timely basis.

11. **HOLDING OVER**. In the event Lessee remains in possession of the Premises after the expiration or termination of the term of this Lease, or any renewal or extension hereof, Lessee shall be a tenant at sufferance 150% of the monthly rental rate in effect during the last month of the Term or Renewal Term, unless otherwise agreed to in a written instrument signed by both parties. Said tenancy shall be in accordance with all terms and provisions of this Lease and shall not diminish in any respect Lessor's rights or remedies with respect to Lessee's failure to vacate. **Nothing contained in this section shall be deemed to authorize Lessee's holding over, and in no event shall any renewal or extension of the Lease be implied by any conduct of either party or both parties, including without limitation, the acceptance of any rent payment by Lessor.**

12. **SUBLETTING, ASSIGNING, AND LICENSING**. Lessee for itself and its successors and assigns, covenants that it shall not sublet any portion of the Premises, shall not assign, mortgage or encumber this Lease or any interest herein, and shall not grant to any other person or party a license to use any portion of the Premises without the prior written consent of the Lessor.

13. **LESSOR'S RIGHT TO ACCESS AND EXAMINE PREMISES.** Lessor and its agents and representatives may enter upon the Premises at any time for the following purposes: (i) inspecting the Premises; (ii) making repairs, replacements, or alterations as allowed or required by the Lease; (iii) showing the Premises to prospective purchasers, tenants, or lenders; or (iv) confirming that the Lessee is complying with all terms of this Lease. Lessor shall use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises and shall give Lessee reasonable notice (which may be oral notice) of Lessor's intent to enter upon the Premises. In the case of a real or apparent emergency, no such notice shall be required.

14. **EXPIRATION.** Lessee will surrender and deliver up the Premises upon the expiration or termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and natural wear and tear thereof, and damage by fire and unavoidable casualty, excepted. Any trade fixtures or personal property which Lessee fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.

15. **INSURANCE.**

15.1 **Lessee's Insurance.**

15.1.1 **Commercial General Liability Insurance.** Throughout the Term, Lessee shall, at its sole cost, obtain and maintain commercial general liability insurance with respect to Lessee's business operations, and use and occupancy of the Premises, and the operations related thereto, whether conducted on or off the Premises, against liability for personal injury, including bodily injury and death, and property damage. Such comprehensive general liability insurance shall be on an occurrence basis and specifically shall include: (1) contractual Liability to cover Lessee's obligation to indemnify Lessor as required under this Lease; and (2) water damage and sprinkler leakage legal liability. All such insurance against liability for personal injury, including bodily injury and death, and property damage as specified above shall be written for a combined single limit of not less than One Million Dollars (\$1,000,000) or such greater amount which is in accordance with Lessee's current liability policies or which Lessee is then maintaining for the Premises.

15.1.2 **Property Insurance.** Throughout the Term, Lessee shall, at its sole cost, obtain and maintain "Special Form" insurance insuring all of Lessee's personal property, furnishings, furniture, fixtures, equipment, and contents at their full insurable value on a replacement cost basis.

15.1.3 **Worker's Compensation Insurance.** Lessee further covenants and agrees, at its sole cost and expense, to take out and maintain at all times all necessary worker's compensation insurance covering all persons employed by Lessee in and about the Premises.

15.1.4 **Contractor Insurance.** During the course of any alteration or repair work undertaken by a contractor hired by or for Lessee, Lessee shall require such contractor to carry public liability insurance in limits of not less than the amounts herein specified for Lessee or such other amounts reasonably approved by Lessor.

15.1.5 Automobile Insurance. Lessee further covenants and agrees, at its sole cost and expense, to take out and maintain at all times comprehensive automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and other vehicles utilized in connection with Lessee's operations with a limit of not less than \$1,000,000.00 per accident.

15.1.6 Additional Insureds. The following parties shall be named as additional insureds under the Lessee's commercial general liability policy referred to in Section 15.1.1:

- The Bishop of the Diocese of Cleveland
- The Roman Catholic Diocese of Cleveland
- St. Mel Parish (Cleveland).

15.1.7 Insurance Providers. Lessee shall obtain all coverage required by this Section 15.1 from providers that are at least "A" rated by A.M. Best Company and licensed in the State of Ohio.

15.1.8 Insurance Certificates. Lessee shall provide to Lessor a certificate of insurance evidencing all coverages and endorsements set forth in this Section 15.1 upon execution of this Lease and then again not less than ten (10) days prior to the expiration of such policies of insurance.

15.1.9 Additional Insurance Provisions. Each policy of insurance required to be carried pursuant to the provisions of this Section 15.1 shall contain an agreement by the insurer that such policy shall not be canceled, modified or denied renewal without such insurer endeavoring to provide at least ten (10) days prior written notice to the Lessor and a waiver of subrogation by the insurer.

15.2 Lessor's Property Insurance. Throughout the Term, Lessor shall carry and maintain insurance on the Building providing coverage for loss or damage under a "Special Form" or equivalent policy, such insurance to be written with full replacement coverage (i.e., in an amount equal to the greater of (i) 100% of the full costs of replacement of such improvements and personal property, less the cost of excavations, foundations and footings below the basement floor, or (ii) an amount sufficient to prevent Lessor from becoming a co-insurer of any loss under the applicable policy).

15.3 Waiver of Liability and Subrogation. Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss or damage to their respective property in or about or constituting a part of the Premises, as the case may be, to the extent such loss or damage is required under this Lease to be, or is actually, insured against under the injured party's policy, including deductibles and any "all risk" endorsements thereof, whether due to negligence or any other cause. This waiver shall take priority over any indemnity obligations and other liabilities or obligations of the parties under this Lease and shall apply notwithstanding such provisions. This waiver also applies to each party's directors, officers, employees, and agents.

15.4 Indemnification.

15.4.1 Lessee's Indemnification. Lessee shall, to the fullest extent allowed by law, indemnify and save Lessor, the Roman Catholic Diocese of Cleveland, the Parish and their respective officers, shareholders, beneficiaries, partners, representatives, contractors, agents and employees harmless from and against any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys' fees and litigation costs, arising out of or relating to: (a) Lessee's default under this Agreement; (b) the occupancy or use of the Premises by Lessee or Lessee's agents, contractors, employees, servants, sublessees or any others that Lessee allows onto the Premise (each a "Lessee Party"); (c) any act or omission of Lessee or any Lessee Party, or (d) Lessee's violation of applicable laws. In the event Lessor is made a party to any litigation commenced by or against Lessee to which the foregoing indemnity of Lessee would apply, then Lessee shall defend Lessor by counsel reasonably satisfactory to Lessor and pay all costs, and expenses incurred or paid by Lessor in connection therewith, failing which the entire amount thereof together with Lessor's attorneys fees in connection therewith shall be added to Lessee's agreement to indemnify Lessor and shall bear interest at the rate of ten percent (10%) per annum, if not timely paid.

Lessee acknowledges that in agreeing to indemnify Lessor pursuant to this section, it is waiving, as to Lessor, any immunity it may have pursuant to Ohio workers compensation law, whether statutory or constitutional, including but not limited to Ohio Revised Code §4123.74.

15.4.2 Lessor's Indemnification. Lessor shall, to the fullest extent allowed by law, indemnify and save Lessee, and its respective officers, shareholders, beneficiaries, partners, representatives, contractors, agents and employees harmless from and against any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys' fees and litigation costs, arising out of or relating to: (a) Lessor's default under this Agreement; (b) Lessor's use of certain areas referenced herein; (c) any act or omission of Lessor, its agents, contractors, employees, servants, or sublessees or (d) Lessor's violation of applicable laws. In the event Lessee is made a party to any litigation commenced by or against Lessor to which the foregoing indemnity of Lessor would apply, then Lessor shall defend Lessee by counsel reasonably satisfactory to Lessee and pay all costs, and expenses incurred or paid by Lessee in connection therewith, failing which the entire amount thereof together with Lessee's attorneys' fees in connection therewith shall be added to Lessor's agreement to indemnify Lessee and shall bear interest at the rate of ten percent (10%) per annum, if not timely paid.

Lessor acknowledges that in agreeing to indemnify Lessee pursuant to this section, it is waiving, as to Lessee, any immunity it may have pursuant to Ohio workers compensation law, whether statutory or constitutional, including but not limited to Ohio Revised Code §4123.74.

15.5 Survival. The waivers and indemnities set forth in Section 15 of this Lease shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease.

16. **PERSONAL PROPERTY.** Any and all trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

17. **DEFAULT AND TERMINATION.**

17.1 **Default.** The following shall be deemed an event of default on the part of the Lessee:

- i) Failure to comply with section 3.2, 5, 6, 10 or 12 of this Lease;
- ii) Failure of Lessee to remove any liens or encumbrances placed on the Premises as a result of obligations or debts of the Lessee as set forth in section 9 above;
- iii) Abandonment of the Premises by the Lessee, by leaving the Premises or a substantial portion thereof, vacant or deserted for a period of over thirty (30) consecutive days;
- iv) Failure to comply with any other provisions of this Lease for thirty (30) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently prosecute the same to completion;
- v) Lessee becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

17.2 **Occurrence of Default:** Upon the occurrence of a default by Lessee, Lessor may, without prejudice to any other remedies, peaceably re-enter and take possession of the Premises. At any time during which Lessee is in default, Lessor may also terminate this Lease, without obligation to do so. Lessee shall pay Lessor all losses suffered by reason of Lessee's default, including (a) in the case of termination of this Lease, the difference between the rents and other charges becoming due and payable for the balance of the term of this Lease, less the amount of rent loss that Lessee proves could have been reasonably avoided, or (b) if Lessor does not elect to terminate this Lease, the rents and monthly charges due under this Lease, as they become due, less the amounts, if any, actually received by Lessor upon reletting the Premises; and in either case, the amount of any brokerage commissions, repairs, alterations, and similar expenses reasonably incurred by Lessor to relet the Premises. Lessee's obligation to pay the rent shall survive any termination of this Lease due to Lessee's default. Nothing contained in this Section 18.2 shall be deemed a limitation upon any remedies available to Lessor at law or in equity and Lessor shall have the right to undertake any of the aforementioned remedies independently, concurrently, or successively.

The foregoing notwithstanding, in the event Lessor desires to terminate this Lease as result of an event of default arising out of Lessor's determination that the compliance of the Ohio public

Community School operating at the Premises with any Federal, State or local mandated curricular requirements is in violation of Section 6 of this Lease, Lessor may only terminate this Lease effective June 15th of any given year of the Lease. In such event, Lessor shall provide Lessee with notice of its election to so terminate no later than the December 31st prior to such June 15th date. Such notice shall be in writing and in accordance with the notice provisions as set forth in paragraph 26 herein. In such event, all rights and duties under this Lease shall terminate on such June 30th (it being clear that Lessee's obligation to pay any rent or any reimbursable expenses up to and including the termination date, as provided by this Lease, shall survive until such payments are made)

17.3 Early Termination by Lessor: In addition to termination as a result of default as described above, Lessor may terminate this Lease Agreement effective as of June 15 of any given year during the Lease Term without further obligation in the event that the Parish is closed or has merged with any other parishes. Lessor shall provide Lessee at least three hundred sixty (360) days advance written notice in accordance with the notice provisions as set forth in paragraph 26 herein of its decision to terminate the Lease pursuant to this provision.

All rights and duties under this Lease agreement shall terminate after the three hundred sixty (360) day notice period has expired, with exception of Lessee's obligation to pay any rent which may be due through the termination date, all reimbursable expenses up to the termination date which are payable to Lessor in accordance with the terms and conditions of this Lease Agreement and Lessee's obligation to Lessor under this Lease Agreement. Upon receipt of notice to Lessee, the terms as contained in Section 43 in this Lease shall be applicable.

17.4 Early Termination by Lessee – Cancellation/Revocation/Nonrenewal of Charter. If during the Term of this Lease Lessee's charter for the operation of a community school is revoked, canceled or not renewed by the State of Ohio, Lessee shall have the right to terminate this Lease by serving upon Lessor written notice of termination along with payment of an early termination fee equal to the unamortized brokerage fee which the Lessor has paid or will be obligated to pay to Allegro Realty relative to the lease Allegro brokered with D'Anconia Development Company, LLC, (and of which Lessee was a subtenant) for a term of five (5) years which commenced on July 15, 2016, and which was to have run through June 30, 2021.

17.5 Personal Property of Lessee. If, at any time, this Lease terminates, whether as a result of any Default by the Lessee, termination by Lessor, or simply by the expiration of the Term, the Lessee shall promptly remove all personal property from the Premises. By failing to remove any such personal property within thirty (30) days after the termination of this Lease, Lessee shall be deemed to have forever abandoned such property and Lessor may remove and dispose of the same in any manner it chooses. In no event shall Lessor be responsible for the preservation or safekeeping of Lessee's property, after the termination of this Lease.

18. DAMAGE OR DESTRUCTION. In the event that the Premises shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Lessee shall thereupon surrender possession of the Premises to the Lessor, and thereupon this Lease shall cease and be utterly void

without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee.

19. **POSSESSION AND CONDITION OF THE PREMISES.** Lessee has thoroughly examined and is familiar with the condition of the Premises. Lessee acknowledges that no representation as to the condition or repair thereof, including but not limited to any representation regarding the suitability of the Premises for Lessee's intended use and occupation of the Premises, has been made by Lessor, or Lessor's property manager, agents or employees. Lessee understands and acknowledges that it is Lessee's sole duty to determine whether the Premises is suitable for its intended use and to determine the application of any zoning code or other laws and regulations pertaining to Lessee's intended use of the Premises.

Lessee hereby agrees to accept and take possession of the Premises in its "**AS IS,**" **PRESENT CONDITION** and "**WITH ALL FAULTS.**" LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

20. **QUIET ENJOYMENT.** Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

21. **SUCCESSORS OF THE PARTIES.** This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, but nothing in this paragraph shall authorize an assignment or subleasing of Lessee's interest herein without the express written consent of the Lessor.

22. **SEVERABILITY.** All agreements and covenants contained in this Lease are severable and in the event that any of them, with the exception of those in sections 5 and 6 hereof, shall be held invalid by any competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

23. **TAXES.** Lessee acknowledges that as of the Effective Date the Premises are exempt from real estate taxes. Notwithstanding the foregoing, if any real estate taxes, assessments (whether special or otherwise, ordinary or extraordinary), or charges of any kind or nature whatsoever, are levied, assessed, or imposed against the Premises, any part thereof, or on any improvements thereon, as a result of Lessee's occupancy, use, or possession thereof during the tax years occurring during the Term, then Lessee shall pay to Lessor, not later than thirty (30) days after Lessee receives from Lessor an invoice or request for payment, an amount equal to all such taxes, assessments, or charges regardless of whether such taxes are due and payable during the Term or subsequent to the Term. Lessee's obligations under

this Section 24 shall survive the expiration or termination of the Lease. To the extent that the Premises is part of a larger tax parcel that includes other property of Lessor that is not a part of the Premises, Lessee shall be responsible for its pro-rata share of any tax bill for such parcel.

Lessor shall have no obligation to contest the imposition of any such taxes, assessments, or charges against the Premises, the amount of such, or the assessed valuations on which they are based, except to the extent that Lessee requests that Lessor do so and provided that Lessee will pay any and all costs associated with such contest, including but not limited to reasonable attorney fees. Lessor shall promptly notify Lessee in writing of any change of the tax status of the Premises. Lessor shall at all times cooperate in good faith with the Lessee.

Lessee shall also be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Lessee or Lessor contained in the Premises regardless of when such taxes become due and payable and, if said tax(es) are for Lessor's property, on a pro-rata basis. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Lessee shall comply with any and all reporting requirements for the property located in the Premises.

In the event that payment of taxes pursuant this Section 24 becomes an economic hardship for Lessee, Lessee may terminate this Lease upon 120 days notice to the Lessor, and this Lease shall terminate at the end of such 120 period as if it had expired. In such a case, Lessee shall be responsible for the payment of all taxes that have accrued through the termination date of the Lease in addition to any other charges, costs, or other liabilities accrued as of the termination for which Lessee is responsible under this Lease.

24. **NON-WAIVER.** No waiver of any breach or default of Lessee shall be implied from any omission by Lessor to take action on account of any similar or different breach or default or from any acquiescence of Lessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

25. **NOTICE.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing and shall be deemed given to each party at the following addresses or fax numbers, in the case of a faxed notice: (a) if delivered personally (including by overnight express or messenger), upon delivery; (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed; or (c) if given by email, upon confirmation of transmission by email.

Lessor:

St. Mel Parish
Attn: Pastor
14436 Triskett Rd.
Cleveland, OH 44111
Email: church@stmel.net

With a copy to:

Diocese of Cleveland Legal Office

Lessee:

Attn: President, Board of Directors
Orchard Park Academy
14440 Triskett Road
Cleveland, Ohio 44111

With a copy to:

Attn: Becky Scheiman

1404 East Ninth St. – Suite 701
Cleveland, OH 44114
Email: kburke@dioceseofcleveland.org

Nicola, Gudbranson & Cooper, LLC
25 West Prospect Avenue, Suite 1400
Cleveland, Ohio 44115
Email: bscheiman@nicola.com

26. **SIGNS.** Lessee may erect such signs upon the Premises as may be in compliance with appropriate local government regulations respecting such and as may be approved by the Lessor in advance, in writing, of which such approval will not be unreasonably withheld.

27. **EMINENT DOMAIN.** If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, either party hereto shall have the right at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Premises.

If any part of the building other than the premises shall be so taken and appropriated, Lessor shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee. No temporary taking of the premises, and/or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement of rent or other obligation thereunder.

28. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

29. **LESSOR'S REPRESENTATIVE.** The Pastor, Administrator, or Presbyteral Moderator of the Parish shall serve as Lessor's representative for the purposes of this Lease, except that no modification, amendment, renewal, or any other change to this Lease shall be effective unless such is signed by the Bishop of the Catholic Diocese of Cleveland or his successor.

30. **CORPORATE LESSEE.** The person executing this Lease on behalf of Lessee hereby warrants that the Lessee is duly organized or qualified under the laws of, and is qualified to do business in, the State of Ohio and that each person executing this Lease on behalf of Lessee is authorized to sign and execute this Lease. It is agreed that evidence of such authority will be provided to Lessor upon request.

31. **ENTIRE UNDERSTANDING; MODIFICATION.** This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing signed by both parties.

32. **EXHIBITS AND ATTACHMENTS.** Any and all exhibits, amendments, addenda, or attachments, if any, attached to this Lease are fully incorporated herein and made a part hereof by this reference.

33. **CAPTIONS.** The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

34. **SUBORDINATION.** This Lease shall automatically be subordinate at all times to the lien of any mortgage now or hereafter placed upon the Premises. Lessee shall execute and deliver within 10 days after Lessor's request for same, such instruments as may be desired by Lessor or by any mortgagee subordinating this Lease to the lien of any present or future mortgage.

35. **ESTOPPEL CERTIFICATE.** Lessee shall, within 10 business days after receipt of Lessor's request therefore, execute and deliver to any proposed purchaser or mortgagee of the Premises, a certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; whether Lessee knows of any default on the part of the Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim; and such other matters as may reasonably be requested by the recipient thereof.

36. **ATTORNMEN T.** Lessee shall attorn to any party succeeding to Lessor's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

37. **OHIO LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

38. **LIMITATION ON LIABILITY.** Notwithstanding the fact that the Bishop of the Catholic Diocese of Cleveland owns the Premises, the Parish is the beneficial owner of the Premises and has full use and control of the Premises. Consequently, Lessee agrees and acknowledges that the Parish is solely responsible for fulfilling Lessor's obligations hereunder. Lessee waives and releases the Catholic Diocese of Cleveland from any and all claims, injuries, damages, fines, liens, judgments, penalties, liabilities, causes of action, losses, costs or expenses, including, without limitation, any and all sums paid for reasonable attorneys' and professional fees and litigation costs, that Lessee may have against the Catholic Diocese of Cleveland as a result of any failure of the Parish to fulfill the obligations and agreements of the Lessor. In addition, if Lessee obtains a judgment for any claim under this Lease, such judgment shall be satisfied solely out of the Premises and the assets of the Parish, and Lessee shall have no right or claim against any assets of the Catholic Diocese of Cleveland or the Bishop of the Catholic Diocese of Cleveland.

39. **COUNTERPART SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. This Lease may be transmitted between the parties hereto by facsimile or in ".pdf" format via email, and the parties hereto intend that "fax" or emailed signatures shall

constitute original signatures and any "faxed" or emailed Lease containing the signature (original or "faxed" or emailed) of a party hereto shall be binding upon such party.

40. **BROKER COMMISSION.** Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Lessor and Lessee hereby each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party. The provisions of this Section 40 shall survive the expiration or earlier termination of this Lease.

41. **RIGHT OF FIRST OFFER.** If, during the Term of this Lease, Lessor decides to sell the Property or to market the Property for sale, Lessor shall notify Lessee in writing of such determination (a "Notice of Sale"). Upon service of a Notice of Sale, Lessee shall have a right of first offer for a period of 90 days after the service of such Notice of Sale (the "First Offer Period"), during which time Lessee shall have the exclusive opportunity to attempt to negotiate with Lessor the sale of the Property to Lessee and during which time Lessor shall not market the property and shall not entertain any offers to purchase the Property from any party other than Lessee. Lessor, however, shall have no obligation whatsoever to agree to sell the Property to Lessee and reserves the right, in its sole and absolute discretion, to reject any and all offers and terms of sale offered by Lessee.

In the event no agreement is reached between Lessor and Lessee for the sale of the Property to Lessee within the First Offer Period, Lessee's right of first offer shall terminate and Lessor shall have no further obligation whatsoever to Lessee relative to the sale of the Property, except as provided in this Lease.

42. **GUARANTY.** Contemporaneously with the execution of this Lease, Tenant shall cause Oakmont Education LLC to execute the Guaranty attached hereto as **Exhibit "B"** and made a part hereof.

[Remainder of Page Intentionally Blank -- Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below.

LESSOR

By: + Nelson J. Perez

Print: Most Reverend Nelson J. Perez

Title: Bishop of the Catholic Diocese of Cleveland as Trustee for St. Mel Parish (Cleveland, Ohio)

Date: April 26, 2019

Requested and Accepted:

By: [Signature]

Print: Rev. Mark O. Fedor

Title: Pastor, St. Mel Parish

Date: April 24, 2019

LESSEE

By: [Signature]

Print: Jessica Hancock

Title: Board President

Date: 4-24-19

STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Most Rev. Nelson J. Perez, Bishop of the Catholic Diocese of Cleveland who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his capacity as Trustee for St. Mel Parish.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 26th day of April, 2019.

NOTARY PUBLIC

Kevin T. Burke
KEVIN T. BURKE, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.



STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Jessica Hricovec, the President of Board of Directors of Orchard Park Academy, duly authorized, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 29th day of April, 2019.

Hope L. Castro
NOTARY PUBLIC



HOPE L. CASTRO
Notary Public, State of Ohio
Commission No. 2018-RE-738198
My Commission Expires
August 9, 2023

EXHIBIT "A" - Parking Diagram

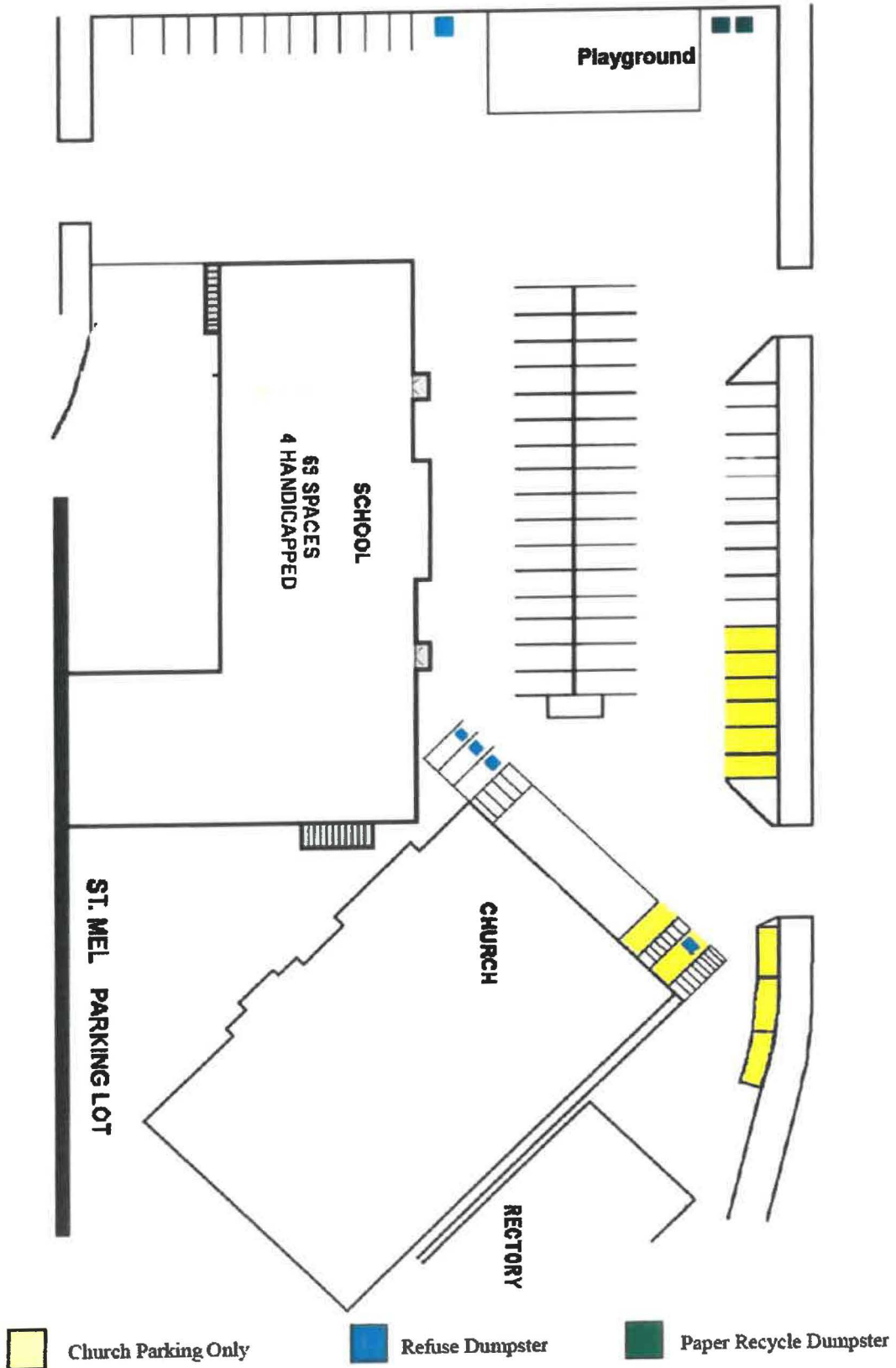


EXHIBIT "B"

GUARANTY OF LEASE

This Guaranty of Lease (this "Guaranty") to the **Most Reverend Nelson J. Perez, Bishop of the Catholic Diocese of Cleveland, as Trustee for St. Mel Parish**, 14436 Triskett Road, Cleveland, Ohio 44111 (the "Landlord"), is made and effective this ____ day of _____, 2019, by the undersigned guarantor, Oakmont Education, LLC, an Ohio limited liability company (the "Guarantor"), under the following circumstances:

- A. Effective April 26, 2019, Landlord and Orchard Park Academy (the "Tenant") entered into a lease (the "Lease") for the premises located at 14440 Triskett Road, Cleveland, Ohio 44111, known as the St. Mel Parish School Building, and more fully described in the Lease (the "Premises").
- B. As a condition of entering into the Lease, Landlord requires that the payment obligations of Tenant under the Lease be guaranteed by Guarantor.
- C. Guarantor covenants and agrees that Guarantor is affiliated with Tenant by way of a management agreement, whereby Guarantor has agreed to act as the charter school management company for Tenant, and that Guarantor derives an economic benefit from the occupancy rights afforded Tenant under the Lease, and Guarantor is willing to guarantee the performance of the payment obligations of Tenant under the Lease upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Landlord' and for other good and valuable consideration, the Guarantor agrees as follows:

1. **Guaranty.** Except as otherwise specified herein, the Guarantor absolutely and unconditionally guarantees for the term of the Lease and any extensions thereof the payment of all of Tenant's monetary obligations under the Lease, including, without limitation, that Tenant will pay when due all of the rentals and all other sums payable by Tenant as specified in the Lease or as may be amended pursuant to Section 2 below. Notwithstanding the foregoing, the Guarantor's obligations and liabilities under this Guaranty shall immediately cease and terminate in the event that: (a) the Guarantor ceases to serve as Tenant's management company, provided such is not caused by any default of Guarantor under its agreement with Tenant; (b) Tenant loses its authority to operate as a community school pursuant to its charter and as a result the Lease is terminated by Tenant to any applicable lease termination right in favor of Tenant existing under the Lease; or (c) the Leases expires or is terminated, in each case without any outstanding default by Tenant.
2. **Subsequent Dealings with Tenant or Guarantors.** Any extension of time for payments due or renewals granted by Landlord, or any extensions of time for the performance of any agreements or any other indulgence that may be granted to Tenant by Landlord shall not release the Guarantor from the liability on this Guaranty, except as expressly set forth herein. All settlements, compromises, and agreed balances made in good faith between Landlord and Tenant shall be binding on the Guarantor so long as Guarantor has consented to such settlements, compromises, and agreed balances. This Guaranty shall remain in full force and effect as to any renewal or extension of the Lease (so long as Guarantor consents to such renewal or extension), except that it will terminate upon (a) any assignment of Tenant's interest under the Lease unless such assignment is to an affiliate of Tenant or Guarantor (and provided that no outstanding defaults by Tenant then exist), and (b) any of the events set forth in Section 1 hereof.
3. **Independent Obligations.** The Guarantor's obligations under this Guaranty are independent of those of Tenant. Landlord may bring a separate action against the Guarantor, provided Landlord has brought an action against Tenant. This is a guaranty of payment and not merely a guaranty of collection.

4. **Waivers.** Notice of acceptance of this Guaranty by Landlord is waived. The Guarantor further waives: (a) any defense based on any legal disability of Tenant or any discharge or limitation of the liability of Tenant to Landlord, whether consensual or arising by operation of law or any bankruptcy, insolvency, or debtor-relief proceeding, or from any other cause, except payment and performance in fact; (b) presentment, demand, protest and notice of any kind; and (c) all rights of subrogation, all rights to enforce any remedy that Landlord may have against Tenant, and all rights to participate in any security held by Landlord for the performance of Tenant's obligations, until such obligations have been paid and performed in full. The Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty or the Lease or to be excused from any liability that Tenant could not make or invoke and the Guarantor expressly waives any defense in law or in equity that is not or would not be available to the Tenant, provided, Landlord has brought an action against Tenant and Tenant is a party to such lawsuit against the Guarantor.
5. **Remedies.** Upon a default by Tenant, Landlord may elect to terminate the Lease and/or exercise any other remedy against Tenant.
6. **Default of Guarantor.** Landlord may declare the Guarantor in default under this Guaranty if Guarantor fails to perform any of its obligations under this Guaranty or becomes the subject of any bankruptcy, insolvency, arrangement, reorganization, or other debtor-relief proceeding under any federal or state law, whether now existing or subsequently enacted.
7. **Costs and Expenses.** The Guarantor agrees to pay Landlord's reasonable out-of-pocket costs and expenses, including, but not limited to, reasonable legal fees, incurred in any effort to collect or enforce this Guaranty, in the event a lawsuit is filed by Landlord to so collect or enforce this Guaranty.
8. **No Waiver.** No delay or failure by Landlord to exercise any right or remedy against Tenant or the Guarantor will be construed as a waiver of that right or remedy.
9. **Severability.** The invalidity or unenforceability of any one or more provisions of this Guaranty will not affect any other provision.
10. **Amendments.** This Guaranty may be amended only by a written instrument executed by the affected Guarantor and Landlord.
11. **Successors.** The obligations of the Guarantor under this Guaranty will bind the heirs, legal representatives, successors and assigns of the Guarantor and shall inure to the benefit of Landlord, its successors and assigns.
12. **Governing Law / Jurisdiction and Forum for Disputes.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. Any dispute relating to this Agreement or its subject matter shall be litigated in the appropriate Ohio state court located in Summit County, Ohio, without regard for any conflict of law rules, and Guarantor hereby consents to such jurisdiction and forum.

REMAINDER OF PAGE BLANK – SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Guarantor and Landlord have executed this Guaranty on the date first set forth above.

GUARANTOR:

Oakmont Education, LLC

By: _____

Print: _____

Title: _____

LANDLORD:

By: _____

Print: Most Reverend Nelson J. Perez

Title: Bishop of the Catholic Diocese of Cleveland, as
Trustee for St. Mel Parish

Preschool Addendum to Educational Plan: Orchard Park Academy Preschool

Introduction:

The decision was made this summer to partner with ODE and operate our own preschool program. We applied to ODE, completed the necessary steps, and became licensed. Our program number is: 1200022250. (Please see attached license, verifying that the program meets state guidelines.) At the time of the site visit, our ODE early childhood representative informed us that we would also need to immediately begin the process for SUTQ recognition. We have reached out to Starting Point to determine who has been assigned as our resource person so that we can begin the process.

It was also communicated to us that we need approval from CSS to operate a preschool, so we submitted the requested addendum to the Educational Plan. Upon reviewing the components of the Educational Plan, we decided that certain sections were not necessarily applicable to the Preschool Addendum, i.e. OTEs, OPES, LPDC, etc. However, the following sections describe the program. We have also incorporated the responses to the questions posed in the email dated 9.24.2020 from Kerry Jupina. Should any more information be required, please let the team know.

Curriculum:

Orchard Park Academy Preschool will be utilizing Creative Curriculum, which is Step up to Quality (SUTQ) approved. Creative Curriculum is one of two programs that we considered for use. We selected Creative Curriculum as it was highly recommended and is research-based. Creative Curriculum features hands-on, project-based investigations that mirror STEM learning activities. We like that it is based on the most current research in early childhood development and education. We look forward to teaching with this resource in order to create a high-quality learning environment that meets the social-emotional needs of our learners. Finally, this curriculum is comprehensive and aligned with the Early Learning and Developmental Standards and Ohio's K-12 Standards.

Creative Curriculum breaks the learning into four week increments and connects all learning activities to premade assessments:

1. Balls Study
2. Buildings Study
3. Clothes Study
4. Reduce, Reuse and Recycle Study
5. Trees Study
6. Water Study
7. Wheels Study
8. Exercise Study

Reading Achievement:

We understand that language is the foundation for ongoing literacy support and involves learning about the structure and sequence of speech sounds, vocabulary, grammar, and the rules for engaging in appropriate and effective conversation. The curriculum helps bridge gaps for students beginning school with less prior knowledge, verbal abilities, phonological sensitivity, familiarity with the basic purposes and mechanisms of reading and letter knowledge. Creative Classroom will show us how to intentionally infuse literacy practices in our classroom and use our environment as a natural resource to create literacy-related experiences. We will use Creative Classrooms' explicit language to model and engage the interests of students and stimulate their intellect through focused small and large group activities. The curriculum also incorporates the latest best practices that support children's language and vocabulary, phonological awareness, knowledge of the alphabet, concepts of print, read alouds and writing.

Curriculum Maps and Pacing Guides- Pacing guides are being constructed utilizing Ohio's Early Learning and Development Standards for Pre-Kindergarten and Creative Curriculum. Creative Curriculum is built on 8 four-week studies. The standards will be paced to meet the developmental needs of the Preschool students.

Curriculum Lesson Template- The lesson plan template lists each domain area, objectives, time schedule, activities, and assessments. The template will be used to document the Creative Curriculum lessons.

Curriculum Alignment with Ohio Learning Standards- Conscious Discipline will be used to help guide social emotional lessons.

Please see the attached alignment document that explains how Creative Curriculum coincides with Ohio's Early Learning and Developmental Standards.

http://creativecurriculum.net/content/articles/docs/Ohio_Alignment.pdf

Instructional Delivery Methods- Instruction will be a mixture of large group, small group, centers, play based learning, individual learning, as well as one to one instruction.

Resources and Materials- Creative Curriculum Materials:

- The Foundation
- Daily Resources
- Teaching Guides
- Intentional Teaching Cards

- Children's Book Collection
- Book Discussion Cards
- Might Minutes.

We will also use the resources to implement Conscious Discipline, a program which helps students to build social emotional skills. The classroom also has age appropriate manipulatives, puzzles, games, crafts, gross motor, and fine motor building materials.

Differentiated Professional Development- The staff has already begun to take the required Professional Development for OCCRRA. Teachers are expected to take up to 25 hours of PD each year. Topics include ODE Orientation Training, Ohio's Overview of Child Development, and Ohio's Approach to Quality. The teacher will participate in professional development for the implementation of the Creative Curriculum Program and Gold, the assessment program.

For Step Up to Quality, each staff member is required to have a Professional Development Plan. SUTQ requires 20 hours of professional development over two years. This will ensure that staff will achieve and maintain the SUTQ Professional Development Certificate. Each staff member has already completed a profile in the Ohio Professional Registry. All documentation will be submitted to OPR for verification.

School Calendar- We follow the CMSD calendar. The Preschool time is 8:30-1:30. Please see the attached calendar.

Assessments- The teacher will be using the Creative Curriculum Assessment System. The assessment system is grounded in their research that covers 38 research-based objectives for development and learning.

Please see the link below for the Research Foundations: Teaching Strategies GOLD Assessment System <https://teachingstrategies.com/wp-content/uploads/2017/03/Research-Foundation-GOLD-2010.pdf>

Formative Assessment Practices- Through observations and exit tickets teacher will continuously be monitoring student's progress in class.

Orchard Park Academy Calendar

2020-2021

JULY						
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JUNE						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Aug 3	ALL STAFF REPORTS TO BUILDING
Sep 8	First Day of School
Sep 7	Labor Day - No School
Sep 9	Open House
Sep 21	Q1 Interims
Oct 21	Parent Teacher Conferences - No School
Nov 3	ALL K-8 Professional Dev Day - No School
Nov 6	End of Grading Period
Nov 11	Veterans Day - No School
Nov 25-27	Thanksgiving Break - No School
Nov 1	Q2 Interims
Dec 21 -	Winter Break - No School
Jan 1	
Jan 4	Professional Dev Day - No School
Jan 5	School Resumes
Jan 18	Martin Luther King Day - No School
Jan 22	End of Grading Period
Feb 22	Q3 Interims
Feb 12	ALL K-8 Professional Dev Day - No School
Feb 15	Presidents Day - No School
Mar 26	End of Grading Period
Mar 12	Professional Dev Day - No School
Mar 19	Parent Teacher Conferences - No School
Mar 29-5	Spring Break - No School
Apr 6	School Resumes
Apr 23	Q4 Interims
May 26	End of Grading Period/Last Day of School

School Closed/Holiday
In Service-No School for Students
First and Last Day of School
Parent/Teacher Conferences
Interim Reports

Holidays = 24 Instructional Days = 161
In-service : 6

School Name:	Orchard Park Academy	Date:	3/16/2017
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6.3a Mission, Vision, Philosophy		
The mission should answer the question <i>why do we exist?</i> The vision should answer the question <i>what do we hope to become?</i> Likewise, a school's philosophy should answer the question <i>what do we value and believe about educating students?</i>		
 Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
<p>The School is dedicated to improving the lives of its students by providing authentic learning experiences in a collaborative, nurturing environment that will build a foundation for students' success in school, at future work, and in life. To achieve the mission, our School will integrate current learning technologies into each classroom. We will offer authentic learning experiences that are representative of how children learn best, as well as offer a schedule and support activities that enable each student to reach to his or her potential. We want our students to leave with the skills and abilities necessary to achieve academic excellence, personal growth, and success as lifelong learners. This mission requires the support of the faculty, staff, families, and community in order to encourage and empower students to be responsible and valued citizens.</p>		
 Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
<p>The vision of the School is to foster a love of learning and develop a multicultural environment, through communication that focuses on problem solving, scientific and technological strategies, languages and entrepreneurship in our students. The knowledge and skills that students will take with them after leaving the School will give them the foundation for success in future education, employment, and as members of the community.</p>		
 Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
<p>To achieve the mission, our School will integrate current learning technologies into the classroom, offer authentic learning experiences that are respectful of how children learn best, and offer a schedule and support activities that enable each student to achieve his or her potential. We want our students to leave the School with the skills and abilities necessary to achieve academic excellence, personal growth, and success as lifelong learners. This mission requires the support of the faculty, staff, families, and community in order to encourage and empower students to be responsible and valued citizens. There are three key points highlighted in our mission statement:</p> <p>Authentic Learning – We believe that the primary purpose of education is to improve personal well-being. Taken broadly, this purpose can improve the</p>		


quality of life, personal fulfillment, economic benefit, or similar pursuits. The knowledge and skills that students will take with them after leaving the School will give them the foundation for success in future education, employment, and as members of the community.

Collaborative, Nurturing Environment – Our School will provide students with a collaborative and nurturing environment in which to excel academically, emotionally, and socially. Intelligence is an important factor in how well students perform, but research has shown that praising students' efforts over their intelligence is far more effective (Bronson & Merryman, 2009; Dweck, 2007; Faber, 1997; Parenting Tips, 2009; Pink, 2009; Truby, 2010). We understand that children develop skills at different rates and at different times. Rather than blaming the child for any academic deficiencies, we will make every effort to support children as they learn to trust themselves and others, manage conflict, and take risks. We will provide evidence of this goal through a school-wide behavior plan that focuses on offering a safe, respectful atmosphere where students feel supported and comfortable engaging in their education. Students who feel safe and respected are willing to work hard and are far more likely to succeed than those who have an innate intelligence, but lack motivation. Engagement, motivation, and effort will be topics discussed regularly and emphasized with the staff and the students. An important element of nurturing the academic, social, and emotional development of our students will be our relationship with their parents. Relationships with the parents will be encouraged by setting systems and processes in place to emphasize the importance of homeschool communication. We will ensure that students are wrapped in a nurturing environment at school that is an extension of their homes. The school offers multiple parent informational sessions during the school year in which the School's formative assessment practices and behavior management principles will be discussed. Upon attending the informational session, parents will complete an exit ticket to assess their understanding of the materials. It is our expectation that parents will be great influencers on the efforts projected of students throughout the entire school year. Our goal is create an environment of high expectations both at home and school.

Success – We believe that success comes in many forms. We intend to meet the goals, benchmarks, and standards outlined in this application, and also help each student meet his or her personal goals. Exhibiting perseverance and a strong work ethic will serve each student well and help them to achieve their individual successes throughout the rest of their lives.

6.3b Curriculum

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

 Curriculum – Learning Standards	6.3b	1) Provide the specific learning standards students are to achieve in <u>all</u> core content areas and a detailed description of the non-core content (i.e., physical education, music, art, technology, etc.) areas offered by the school.
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Reading:

READING: TEXT COMPLEXITY AND THE GROWTH OF COMPREHENSION. The Reading standards place equal emphasis on the sophistication of what students read and the skill with which they read. Standard 10 defines a grade-by-grade “staircase” of increasing text complexity that rises from beginning reading to the college and career readiness level. Whatever they are reading, students must also show a steadily growing ability to discern more from and make fuller use of text, including making an increasing number of connections among ideas and between texts, considering a wider range of textual evidence, and becoming more sensitive to inconsistencies, ambiguities, and poor reasoning in texts.

WRITING: TEXT TYPES, RESPONDING TO READING, AND RESEARCH. The Standards acknowledge the fact that whereas some writing skills, such as the ability to plan, revise, edit, and publish, are applicable to many types of writing, other skills are more properly defined in terms of specific writing types: arguments, informative/explanatory texts, and narratives. Standard 9 stresses the importance of the writing-reading connection by requiring students to draw upon and write about evidence from literary and informational texts. Because of the centrality of writing to most forms of inquiry, research standards are prominently included in this strand, though skills important to research are infused throughout the document.

SPEAKING AND LISTENING: FLEXIBLE COMMUNICATION AND COLLABORATION. Including, but not limited to skills necessary for formal presentations, the Speaking and Listening standards require students to develop a range of broadly useful oral communication and interpersonal skills. Students must learn to work together, express and listen carefully to ideas, integrate information from oral, visual, quantitative, and media sources, evaluate what they hear, use media and visual displays strategically to help achieve communicative purposes, and adapt speech to context and task.

LANGUAGE: CONVENTIONS, EFFECTIVE USE, AND VOCABULARY. The Language standards include the essential “rules” of standard written and spoken English, but they also approach language as a matter of craft and informed choice among alternatives. The vocabulary standards focus on understanding words and phrases, their relationships, and their nuances and on acquiring new vocabulary, particularly general academic and domain-specific words and phrases.

Math:

The School believes in the eight standards of mathematical processes, and will ensure that all students are able to meet or exceed the standards by the end of

their K-8 education at the School. The standards for mathematical processes are listed below.

Make sense of problems and persevere in solving them. Mathematically proficient students start by explaining to themselves the meaning of a problem and looking for entry points to its solution. They analyze givens, constraints, relationships, and goals. They make conjectures about the form and meaning of the solution and plan a solution pathway rather than simply jumping into a solution attempt. They consider analogous problems, and try special cases and simpler forms of the original problem in order to gain insight into its solution. They monitor and evaluate their progress and change course if necessary. Older students might, depending on the context of the problem, transform algebraic expressions or change the viewing window on their graphing calculator to get the information they need. Mathematically proficient students can explain correspondences between equations, verbal descriptions, tables, and graphs or draw diagrams of important features and relationships, graph data, and search for regularity or trends. Younger students might rely on using concrete objects or pictures to help conceptualize and solve a problem. Mathematically proficient students check their answers to problems using a different method, and they continually ask themselves, “Does this make sense?” They can understand the approaches of others to solving complex problems and identify correspondences between different approaches.

Reason abstractly and quantitatively. Mathematically proficient students make sense of quantities and their relationships in problem situations. They bring two complementary abilities to bear on problems involving quantitative relationships: the ability to decontextualize—to abstract a given situation and represent it symbolically and manipulate the representing symbols as if they have a life of their own, without necessarily attending to their referents—and the ability to contextualize, to pause as needed during the manipulation process in order to probe into the referents for the symbols involved. Quantitative reasoning entails habits of creating a coherent representation of the problem at hand; considering the units involved; attending to the meaning of quantities, not just how to compute them; and knowing and flexibly using different properties of operations and objects.

Construct viable arguments and critique the reasoning of others. Mathematically proficient students understand and use stated assumptions, definitions, and previously established results in constructing arguments. They make conjectures and build a logical progression of statements to explore the truth of their conjectures. They are able to analyze situations by breaking them into cases, and can recognize and use counterexamples. They justify their conclusions, communicate them to others, and respond to the arguments of others. They reason inductively about data, making plausible arguments that take into account the context from which the data arose. Mathematically proficient students are also able to compare the effectiveness of two plausible arguments, distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in an argument—explain it. Elementary students can construct arguments using concrete referents such as objects, drawings, diagrams, and actions. Such arguments can make sense and be correct, even though they are not generalized or made formal until later grades. Later, students learn to determine domains to which an argument applies. Students at all grades can listen or read the arguments of others, decide whether they make sense, and ask useful questions to clarify or improve the arguments.

Model with mathematics. Mathematically proficient students can apply the mathematics they know to solve problems arising in everyday life, society, and the workplace. In early grades, this might be as simple as writing an addition equation to describe a situation. In middle grades, a student might apply proportional reasoning to plan a school event or analyze a problem in the community. By high school, a student might use geometry to solve a design problem or use a function to describe how one quantity of interest depends on another. Mathematically proficient students who can apply what they know are comfortable making assumptions and approximations to simplify a complicated situation, realizing that these may need revision later. They are able to identify important quantities in a practical situation and map their relationships using such tools as diagrams, two-way tables, graphs, flowcharts and

formulas. They can analyze those relationships mathematically to draw conclusions. They routinely interpret their mathematical results in the context of the situation and reflect on whether the results make sense, possibly improving the model if it has not served its purpose.

Use appropriate tools strategically. Mathematically proficient students consider the available tools when solving a mathematical problem. These tools might include pencil and paper, concrete models, a ruler, a protractor, a calculator, a spreadsheet, a computer algebra system, a statistical package, or dynamic geometry software. Proficient students are sufficiently familiar with tools appropriate for their grade or course to make sound decisions about when each of these tools might be helpful, recognizing both the insight to be gained and their limitations. For example, mathematically proficient high school students analyze graphs of functions and solutions generated using a graphing calculator. They detect possible errors by strategically using estimation and other mathematical knowledge. When making mathematical models, they know that technology can enable them to visualize the results of varying assumptions, explore consequences, and compare predictions with data. Mathematically proficient students at various grade levels are able to identify relevant external mathematical resources, such as digital content located on a website, and use them to pose or solve problems. They are able to use technological tools to explore and deepen their understanding of concepts.

Attend to precision. Mathematically proficient students try to communicate precisely to others. They try to use clear definitions in discussion with others and in their own reasoning. They state the meaning of the symbols they choose, including using the equal sign consistently and appropriately. They are careful about specifying units of measure, and labeling axes to clarify the correspondence with quantities in a problem. They calculate accurately and efficiently, express numerical answers with a degree of precision appropriate for the problem context. In the elementary grades, students give carefully formulated explanations to each other. By the time they reach high school they have learned to examine claims and make explicit use of definitions.

Look for and make use of structure. Mathematically proficient students look closely to discern a pattern or structure. Young students, for example, might notice that “three and seven more” is the same amount as “seven and three more,” or they may sort a collection of shapes according to how many sides of the shapes exist. Later, students will see “ 7×8 equals the well-remembered $(7 \times 5) + (7 \times 3)$,” in preparation for learning about the distributive property. In the expression “ $x^2 + 9x + 14$,” older students can see the 14 as 2×7 and the 9 as $2 + 7$. They recognize the significance of an existing line in a geometric figure and can use the strategy of drawing an auxiliary line for solving problems. They also can step back for an overview and shift perspective. They can see complicated concepts, such as some algebraic expressions, as single objects or as being composed of several objects. For example, they can see $5 - 3(x - y)^2$ as 5 minus a positive number times a square and use that to realize that its value cannot be more than 5 for any real numbers x and y .

Look for and express regularity in repeated reasoning. Mathematically proficient students notice if calculations are repeated, and look both for general methods and for shortcuts. Upper elementary students might notice when dividing 25 by 11 that they are repeating the same calculations over and over again, and conclude they have a repeating decimal. By paying attention to the calculation of slope as they repeatedly check whether points are on the line through (1, 2) with slope 3, middle school students might abstract the equation $(y - 2)/(x - 1) = 3$. Noticing the regularity in the way terms cancel when expanding $(x - 1)(x + 1)$, $(x - 1)(x^2 + x + 1)$, and $(x - 1)(x^3 + x^2 + x + 1)$, might lead them to the general formula for the sum of a geometric series. As they work to solve a problem, mathematically proficient students maintain oversight of the process, while attending to the details. They continually evaluate the reasonableness of their intermediate results.

Social Studies:

The School believes in working to ensure a high quality education in the Humanities and Arts. By the end of their K-8 education, students should have mastered the following strands.

History. Students use materials drawn from the diversity of human experience to analyze and interpret significant events, patterns and themes in the history of Ohio, the United States and the world.

Geography. Students use knowledge of geographic locations, patterns and processes to show the interrelationship between the physical environment and human activity, and to explain the interactions that occur in an increasingly interdependent world. Students use knowledge of perspectives, practices and products of cultural, ethnic and social groups to analyze the impact of their commonality and diversity within local, national, regional and global settings.

Government. Students use knowledge of the purposes, structures and processes of political systems at the local, state, national and international levels to understand that people create systems of government as structures of power and authority to provide order, maintain stability and promote the general welfare. They use knowledge of the rights and responsibilities of citizenship in order to examine and evaluate civic ideals and to participate in community life and the American democratic system.

Economics. Students use economic reasoning skills and knowledge of major economic concepts, issues and systems in order to make informed choices as producers, consumers, savers, investors, workers, and citizens in an interdependent world.

Science:

Through learning Earth and space sciences, physical sciences and life science, students will master the following concepts.

By the end of eighth grades, students should graduate with sufficient proficiency in science to:

- Know, use and interpret scientific explanations of the natural world;
- Generate and evaluate scientific evidence and explanations, distinguishing science from pseudoscience;
- Understand the nature and development of scientific knowledge;
- Participate productively in scientific practices and discourse

Students who are proficient in science will have mastered the following goals:

1. Experience excitement, interest and motivation to learn about phenomena in the natural and physical world.
2. Come to generate, understand, remember and use concepts, explanations, arguments, models and facts related to science.
3. Manipulate, test, explore, predict, question, observe and make sense of the natural and physical world.
4. Reflect on science as a way of knowing; on processes, concepts and institutions of science; and on their own process of learning about phenomena.
5. Participate in scientific activities and learning practices with others, using scientific language and tools.

6. Think about themselves as science learners and develop an identity as someone who knows about, uses and sometimes contributes to science

Cognitive Demand Knowledge

Through the following cognitive demands concepts of: 1) Designing Technological/Engineering Solution and Using Science Concepts, 2) Demonstrating Science Knowledge, 3) Interpreting and Communication Science, 4) Interpreting and Communicating Science Concepts, and 5) Recalling Accurate Science, students will master the following goals:

Students will be required to solve science-based engineering or technological problems through application of scientific inquiry. Within given scientific constraints, propose or critique solutions, analyze and interpret technological and engineering problems, use science principles to anticipate effects of technological or engineering design, find solutions using science and engineering or technology, consider consequences and alternatives, and/or integrate and synthesize scientific information.

Students will use scientific inquiry and develop the ability to think and act in ways associated with inquiry, including asking questions, planning and conducting investigations, using appropriate tools and techniques to gather and organize data, thinking critically and logically about relationships between evidence and explanations, constructing and analyzing alternative explanations, and communicating scientific arguments.

Students will be required to use subject-specific conceptual knowledge to interpret and explain events, phenomena, concepts and experiences using grade-appropriate scientific terminology, technological knowledge and mathematical knowledge. Students will communicate with clarity, focus and organization using rich, investigative scenarios, real-world data and valid scientific information.

Students will be required to provide accurate statements about scientifically valid facts, concepts and relationships. Students will be to provide a rote response, declarative knowledge or perform routine mathematical tasks.

Scientific Inquiry/Learning Cycle

Through learning science content based upon natural world evidence, students who engage through the use of Scientific Inquiry/Learning Cycle will be able to accomplish the following goals:

- Identify and ask valid and testable questions
- Communicate results with graphs, charts, and tables
- Use evidence, scientific knowledge to develop explanations
- Organize, evaluate, and interpret observations, measurements, and other data
- Use appropriate mathematics and technology tools to gather and interpret data
- Plan and investigate
- Research books and other sources to gather know information

By the end of Grade 4, students will master the following concepts:

- Observe and ask questions about
- Plan and conduct simple investigations;
- Employ simple equipment and tools to gather data and extend the senses;
- Use appropriate mathematics with data to construct reasonable explanations;
- Communicate about observations, investigations and explanations; and
- Review and ask questions about the observations and explanations of others.

By graduation from Grade 8, students will have the ability to perform the following:

- Identify questions that can be answered through scientific investigations;
- Design and conduct a scientific investigation;
- Use appropriate mathematics, tools and techniques to gather data and information;
- Analyze and interpret data;
- Develop descriptions, models, explanations and predictions;
- Think critically and logically to connect evidence and explanations;
- Recognize and analyze alternative explanations and predictions; and
- Communicate scientific procedures and explanations

Designing Technological/Engineering Solutions Using Science Concepts

- Identify problems and potential technological/engineering solutions
- Understand and be able to select and use physical and informational technologies
- Understand the design process, role of troubleshooting
- Understand how all technologies have changed over time
- Understand goals of physical, informational and bio-related technologies
- Recognize role of design and testing in the design process
- Understand how physical technologies impact humans
- Apply research, innovation and invention to problem solving

Non-Core: Physical Education

The non-core area will be Physical Education. Orchard Park Academy will utilize the Ohio Standards for Physical Education for students in Grades K – 8 located on the website below:

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

All students will be assessed and evaluated on Ohio Learning Standards as required by ODE and as reported through EMIS. By the end of Grade 8, a physically literate will be able to accomplish the following goals:

1. Demonstrates competency in a variety of motor skills and movement patterns. For example in Grade Kindergarten, students will be able to:
 - Demonstrate walk, run and slide locomotor skills using critical elements.
 - Explore locomotor skills of jump, gallop, skip, hop and leap in a stable environment.
 - Use non-locomotor skills (e.g., bend, twist, turn, sway, stretch) in exploratory and a stable environment.
 - Balance using a variety of body parts (e.g., 1/2/3/4 point balances) and body shapes (e.g., wide, narrow, twisted).
 - Transfer weight by rocking and rolling
 - Move in time with a changing beat (e.g., music, drum, clap, stomp).
2. Applies knowledge of concepts, principles, strategies and tactics related to movement and performance. For example, in Grade Three, students will be able to:
 - Modify movement to meet the demands of a task (e.g., throw with more or less force to reach a target or teammate)
 - Explain how the characteristics of an object (e.g., size, material, weight) affect performance of manipulative skills.
 - Recognize offensive and defensive situations.
 - Identify the choices to make (e.g., shoot, pass, dribble) to score a goal or point
3. Demonstrates the knowledge and skills to achieve and maintain a health-enhancing level of physical activity and fitness. For example, in Grade Four, students will be able to:
 - Identify school, home and community physical activity opportunities to meet physical activity guidelines.
 - Track physical activity minutes to determine progress toward daily recommendation.
 - Recognize the benefits of food choices from each food group related to physical activity.
4. Exhibits responsible, personal and social behavior that respects self and others. For example, students in Grade Five will be able to:
 - Adhere to class and activity-specific rules and safe practices.
 - Adjust performance to characteristics of the environment to ensure safe play (e.g., space, equipment, others).
 - Engage in activities and take responsibility for actions.
5. Recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction. For example, students in Grade Eight will be able to:
 - Link the health benefits that result from participation in specific physical activities.
 - Make a connection between physical activities and emotional health.
 - Make a connection between physical activity and intellectual health.

Attachment 6.3b1 PE Pacing Guide outlines the pacing for each grade for 36 weeks of instruction, to ensure all tested areas are met by student and identifies the required outcome for the standard(s).

Technology Standards

Adapted from the Ohio Department of Education's website, the Ohio Academic Content Standards for Technology are as follows:

"The Ohio technology academic content standards provide a set of clear, rigorous expectations for what all students should know and be able to do. The technology standards address a broad range of technology experiences with application in computer and multimedia literacy, information literacy and technological literacy in order to provide the best possible foundation for technology achievement.

- Computer and Multimedia Literacy include the ability to appropriately use hardware, software applications, multimedia tools and other electronic technology. It harnesses the use of educational technology tools for productivity, communication, research and problem-solving.
- Information Literacy is the acquisition, interpretation and dissemination of information. Information literacy focuses on effective methods for locating, evaluating, using and generating information. Technology-based information literacy skills encompass the utilization of the Internet and other electronic information resources for research and knowledge building.
- Technological Literacy addresses the abilities needed to participate in a technological world. It is the intersection of mathematics, science and technology. It specifies unique knowledge, devices, and capabilities used to solve problems. It identifies career connections between technology and the world of work. Technological literacy includes technology education and pre-engineering concepts.

The following seven standards represent technology content that all students should know and be able to do as they progress through a kindergarten through grade 12 program. Combining technology instruction with the study of other disciplines, such as mathematics, science or social studies helps reinforce the learning within each discipline. Integration of content from other disciplines supports state-assessed areas of the curriculum."¹

Content Standards:

- Nature of Technology
- Technology for Society Interaction
- Technology for Productivity Applications
- Technology and Communication Applications
- Technology and Information Literacy
- Design
- Designed World

Students at the School will use technology as a tool to access, evaluate, and express information. Attention to the development of these skills is grounded in our commitment to an academic foundation based on the state standards as technology is infused throughout the academic program.

Examples include:

- Kindergarten: Tell what was learned using technology tools (e.g., use a computer drawing/paint program to draw a picture that explains what was learned).
- Grade 1: Find information in a technology-based resource (e.g., Web site, database, DVD, software program, video).

¹ http://education.ohio.gov/getattachment/Topics/Academic-Content-Standards/Technology/Ohio-s-2003-Academic-Content-Standards-in-Technolo/Technology_ACS.pdf.aspx

- Grade 2: Use technology resources with teacher assistance for communication and illustration of thoughts and ideas (e.g., creative stories, drawings, presentations, publication software).
- Grade 3: Show how you can find answers to problems by using electronic resources including the Internet.
- Grade 4: Generate a document that includes graphics from more than one source (e.g., find images that match assignment needs and insert them into a document).
- Grade 5: Apply primary and secondary sources to investigate a person, place, thing or event, and identify each source as primary or secondary.

It is expected that students will develop increasingly sophisticated technology skills resulting in students in the upper grades using technology to a higher degree than students in lower grades. For example, technology use with students in the primary grades may include basic computer operations, using search tools, using digital cameras, and becoming comfortable with the interactive whiteboard. Students in the intermediate grades may create multi-media presentations, improve keyboarding skills, create and use databases, and use technology to communicate with people locally, state-wide, and across the nation.

Edit the names and website for the curriculum your school uses.

6.3b

2) Provide evidence of the curriculum's research base.

Attachment 6.3b2 Math Reading Curriculum Model provides a written instructional curriculum for math and reading. See Attachment 6.3b2a Curriculum List for a document outlining curriculum for grades and classes.

Reading

The Ohio Department of Education updated Model Curriculum for 2017-2018 will be utilized for Reading. The model curriculum for 2017-18 is currently being developed in adherence to the new Ohio Learning Standards per the following link:

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

Once the model curriculum is complete, the School will utilize it to develop updated lesson planning. The curriculum planning based upon the Model Curriculum will include the following:

The following categories, along with any content specific considerations, are essential components of a cohesive, articulated curriculum:

- Standards and Model Curriculum
- Evidence of Understanding
- Assessment Practices
- Time Frame

- Instructional Strategies
- Technology Strategies
- Strategies for Diverse Learners
- Literacy Standards
- Content Considerations

See the sample in **Attachment 6.3b2 Math Reading Curriculum Model** per the prior model curriculum.

Math

The Ohio Department of Education Model Curriculum is being utilized for Math. The Learning Standards can be assessed at the following site:

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

Social Studies

The Ohio Department of Education Model Curriculum is being utilized for Social Studies. The standards can be assessed at the following site:

<http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

The research base is on the site: <http://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies>

Science

The Ohio Department of Education Model Curriculum is being utilized for Science. The model is located on the website below:

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

Physical Education

For Physical Education, Orchard Park is using the Ohio's Academic Content Standards in Physical Education to develop its written curriculum. The research base is listed below.

<http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2>

Additionally, to develop the written curriculum, the curriculum map offered on the ODE website for Physical Education will be utilized to develop the curriculum.

<http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education/Physical-Education-Student-Learning-Objectives>
https://c.ymcdn.com/sites/ohahperd.site-ym.com/resource/resmgr/Docs/Final_WEB_VERSION_Ohio_K_12_.pdf

Technology

The research for the Technology standards is the Ohio Learning Standards found on the ODE website links below:

http://education.ohio.gov/getattachment/Topics/Academic-Content-Standards/Technology/Ohio-s-2003-Academic-Content-Standards-in-Technolo/Resources353-361_tech.pdf.aspx

<http://education.ohio.gov/Topics/Learning-in-Ohio/Technology/Ohio-s-2003-Academic-Content-Standards-in-Technolo>

Curriculum – Maps and Pacing Guides	6.3b	3) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.
		<p>The school utilizes the Ohio Learning Standards as the basis for what is to be taught on a regular basis. Through the curriculum mapping process, the school has been able to address specific subsets of needs and align all in-house and available resources online to ensure teacher success. Through the curriculum mapping process, groups of high level teachers and curriculum coaches and Director of Curriculum and Instruction have come together to create a pacing guide for all grade levels. The pacing guide used by the School is separated into multi-tiered levels that will allow clear and focused differentiation for all students in the school. Each tier of the pacing guide is accompanied by resources that can be utilized to enhance the teaching of that particular subject.</p> <p>The curriculum mapping development process systematically organizes what will be taught, who will be taught, and how it will be taught. Each component affects and interacts with other components. For example, what will be taught is affected by who is being taught (e.g., their stage of development in age, maturity, and education). The School's curriculum framework is flexible and allows educators within the classroom to respond to student needs.</p> <p>The curriculum mapping ensures students are provided curriculum and instruction that is individualized to their specific needs. Students, whether above or below grade level, will work with material at their individual level. Teachers will use strategies such as peer tutoring and other collaborative instructional methods to ensure all students are engaged regardless of their instructional level. The School will employ Intervention Specialist and contract Speech Therapists, or other services as needed. These support personnel will make modifications to curriculum or provide support as necessary to ensure the school's curriculum and framework is accessible to all students.</p> <p>A Curriculum Mapping Development Team made up of school leaders, academic coaches, Cambridge Education</p>

	<p>Group's Director of Curriculum and Instruction, key teachers and members of our board in all buildings who will work to ensure curriculum is in place that meets the needs of the students. Once established, the group will conduct needs assessment and analysis of the curriculum and provide recommendations based on research based best practices and growing trends of high performing schools.</p> <p>The team will develop intended outcomes (what learners will be able to do after participation in curriculum activities), the content (what will be taught), and the methods (how it will be taught) by using state Standards and developing intended outcomes. The next step will be to select content that will make a real difference in the lives of the learner and ultimately society as a whole and to determine the scope (breadth of knowledge, skills, attitudes, and behaviors) and the sequence (order) of the content to be taught.</p> <p>Curriculum Mapping Pacing Guide Development Process</p> <p>The pacing guide details when particular content standards should be taught and/or assessed. While still offering teachers flexibility on <i>how</i> to teach, its integration with common assessments is crucial to judging student progress so that the School knows the content has been covered or not covered and can assess why students did well or performed poorly on a particular assessment. Examining the pacing guides within the data talks allows the team to understand if an element was taught; allowing the team to identify intervention plans and strategies for those not meeting the standard versus the areas that have not been taught.</p> <p>A committee of leaders develops and reviews and revises the curriculum maps and pacing guides each year at various points and to varying levels of revision. The team consist of key or Lead Teachers from various schools managed by Cambridge Education Group, Academic Coaches, Principals, Board Members, and other professionals within our organization or vendors that provide service to our group including Wilson Reading System personnel.</p> <p>After the first assessment cycle of NWEA/Maps, teachers, leaders and coaches begin the process of ensuring pacing guides as developed, will ensure student learning is on track and make adjustments for the teacher or grade band if necessary. This process is reviewed three times per year with teachers as data is reviewed and analyzed for each grade level.</p> <p>Beginning in March of each year, the Academic Coaches begin to interview and discuss the pacing guides and maps with teachers and make additional adjustments for the following school year and adjust to ensure gaps are found and addressed. The team reconvenes and reviews the draft for the upcoming year and matches the guides to state data received in June of that year to further determine gaps and or changes that are required.</p> <p>Final Maps are created and sent to school by August 1 of each school year.</p> <p>What is the purpose of a curriculum map?</p> <p>A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL</p>
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learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. The major difference between curriculum maps and pacing guides is that curriculum maps are for *implemented instruction -- of what will be taught during the current school year. Pacing guides on the other hand, project what pace (how long on a concept) and when and how instruction will be adjusted.*

What is a pacing guide?

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

Curriculum mapping allows teachers to see when Cambridge Education Group has outlined each standard to be taught. This is a living document. When changes are made, teachers have immediate access to the revised document via a Google Shared drive. This is a valuable planning tool that helps teachers to begin with the end in mind and plan for meaningful instruction across the curriculum. Steps are in place to compare what was actually taught to what should have been taught. The document is reviewed and revised each year by teachers, academic coaches, Director of Curriculum and Instruction, Lead Teachers and members of boards and is based on data from summative and formative assessments gathered and reviewed, and checked against the assessment blueprints by the Curriculum Team.

In contrast to curriculum maps, pacing guides are timelines for teachers that show what each teacher, at each grade level, should plan to cover over the course of a year. Each subject area follows a logical sequence within a grade level and between grade levels. Like the curriculum maps, pacing guides are also reviewed and discussed with every teacher at data talks that occur in the fall, winter, spring to ensure the pacing is correct and accurate. The pacing guide used by the school is separated into multi-tiered levels that will allow clear and focused differentiation for all students in the school. Each tier of the pacing guide is accompanied by resources that can be utilized to enhance the teaching of that particular subject. The pacing guides are tiered due to the varying ranges of academic proficiency within grade levels of students over the course of the year. Students who require Special Education, for example, may not be exposed to the same level of work and grade level standards within the instructional calendar year as other students. The reviews also determine if additional time should be given or if an item should be moved up or warrant additional time and depth for students. Once input is received, the curriculum maps are revised by the academic coaches and then reviewed by Lead Teachers and released in August to the teaching staff and reviewed again.

Resources are built into the maps to direct teachers to items that reflect best practice for the learning that is to take

		place. Resources are constantly added and developed by teachers and coaches across the organization from vetted sources and derived from the McGraw Hill resources. The curriculum maps are reviewed to identify and address academic gaps, address redundancies, and/or misalignments to improve the academic achievement and the effectiveness of the curriculum or the programs used to instruct students.																		
Curriculum – Lesson Template	6.3b	4) Explain what specific components is to be included in model lesson plan template and rationale.																		
		See 6.3b4 Sample ELA, Math, and Science Curriculum Map . Following below is the Lesson Plan Checklist and Lesson Plan Format used by Cambridge Education Group. <table border="1" style="margin: 10px auto; width: 80%;"> <thead> <tr style="background-color: #e67e22; color: white;"> <th colspan="3">Lesson Plan Checklist</th> </tr> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Mandatory Requirements</th> <th style="width: 60%;">Explanation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">X</td> <td>Times/ Class times</td> <td>What time of day the lesson will be taught.</td> </tr> <tr> <td></td> <td>Standards - Number</td> <td>Each subject area standard that is being addressed in the lesson needs to be listed in the lesson plan. Just the numbers should be listed and not the entire standard.</td> </tr> <tr> <td></td> <td>Objectives/Learning Targets</td> <td>Objective (The purpose is what students will be able to know/do by the end of this lesson. The overarching purpose/understanding is the broad goal/curriculum standard related to the discipline) Objectives listed as “I Can” or Student will be able to do (“SWBAT”) statements. Objectives should be specific to what students are expected to learn within the lesson.</td> </tr> <tr> <td></td> <td>Instruction</td> <td>Include parts of the lesson when applicable: Anticipatory set, state the objective, instructional input, modeling (I do), check for understanding, guided practice (we do), check for understanding, independent practice (you do) Note: Not all steps are present in every lesson. In some cases, some of these steps can occur more than once. It is not a rigid formula. It is intended to guide thinking about what is necessary in a particular lesson. Sometimes it can take more than one class session to complete all of the necessary steps. 1. Anticipatory Set (In what way will you activate their prior knowledge and</td> </tr> </tbody> </table>	Lesson Plan Checklist				Mandatory Requirements	Explanation	X	Times/ Class times	What time of day the lesson will be taught.		Standards - Number	Each subject area standard that is being addressed in the lesson needs to be listed in the lesson plan. Just the numbers should be listed and not the entire standard.		Objectives/Learning Targets	Objective (The purpose is what students will be able to know/do by the end of this lesson. The overarching purpose/understanding is the broad goal/curriculum standard related to the discipline) Objectives listed as “I Can” or Student will be able to do (“SWBAT”) statements. Objectives should be specific to what students are expected to learn within the lesson.		Instruction	Include parts of the lesson when applicable: Anticipatory set, state the objective, instructional input, modeling (I do), check for understanding, guided practice (we do), check for understanding, independent practice (you do) Note: Not all steps are present in every lesson. In some cases, some of these steps can occur more than once. It is not a rigid formula. It is intended to guide thinking about what is necessary in a particular lesson. Sometimes it can take more than one class session to complete all of the necessary steps. 1. Anticipatory Set (In what way will you activate their prior knowledge and
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			<p>experience to help them relate to today's lesson.) Focus attention and brief practice on previous/related learning</p> <p>2. Instructional Input (What knowledge will you communicate to the student-tell, lecture, stand up and deliver so that the student will understand the objective.) Disseminates new information and activities to achieve the stated objectives</p> <p>3. Modeling (How will you show/demonstrate the skill or competence so the student will also be able to do it?) Demonstration and/or example of the acceptable finished product or process</p> <p>4. Checking for Understanding (How will you check that the students have understood/learned the objectives?) Activities which examine the student's possession of central and essential information to achieve the stated objective</p> <p>5. Guided Practice (What activities will the students perform under your supervision to ensure that they are able to practice the material. If they make mistakes, you are able to show them how to do it correctly.) Close monitoring and direction of the students by the instructor as they practice the whole task for the first time independently of each other</p> <p>6. Independent Practice List homework or seatwork assignments the students will be given to successfully practice the material/skill without teacher supervision. Only after you know the students can proceed, continue practice of the whole task by the students without the instructor's monitoring and guidance. This is the part of the lesson where the students enter the station/grouping activities. State what each activity is and the goal each activity is supposed to accomplish. Also, you need to explain how each activity is differentiated. For example, students are going to watch a BrainPop video on the Three Branches of Government, take notes and take the 5 question quick check. Differentiate by giving the lower performing student an outline of the notes and they have to fill in the blanks. Middle to High School students have to create the outline themselves.</p>	
		Grouping/Differentiation	How are students grouped? Differentiation is done how? This is Independent practice and will be listed in the instruction portion of the lesson plan template.	
		Materials listed	List materials for each lesson.	
		Depth of Knowledge	All lesson plans should be a balance of DOK levels 1-4 appropriate for your grade level. This information will be infused within the instructional portion of your lesson plans. As the concepts progress, the DOK levels should increase.	

				<p>1.Recall/Reproduction – Recall a fact, information, or procedure; process information on a low level</p> <p>2.Skill/Concept – Use information or conceptual knowledge, two or more steps</p> <p>3.Strategic Thinking – Requires reasoning, developing a plan or a sequence of steps, more than one reasonable approach</p> <p>4.Extended Thinking – Requires connections and extensions, high cognitive demands and complex reasoning</p>	
	Assessment			List Pre-assessment, Post-assessment. This will not be included for each lesson but it should be evident in your weekly lessons where your pre- and post-assessment will be given. Checking for understanding will be your formative assessment built within the lesson.	
	Homework			List what you are giving for homework.	
Teacher Name: _____ Week of _____					
	Subject: Time:	Standard(s) List the code(s)	Objective: "I CAN" or "SWBAT"	Instructional Procedures (Include aspects from checklist when applicable: Anticipatory Set, Instructional Input, Modeling, Check for Understanding, Guided Practice, Independent Practice, Grouping/Differentiation, DOK, Materials)	Assessment (Pre/Post/Check for Understanding)
	Monday (Date)	Standard(s):			Pre-assessment: Post-Assessment:
	Tuesday (Date)	Standard(s):			Pre-assessment: Post-

						Assessment:
		Wednesday (Date)	Standard(s):			Pre- assessment: Post- Assessment:
		Thursday (Date)	Standard(s):			Pre- assessment: Post- Assessment:
		Friday (Date)	Standard(s):			Pre- assessment: Post- Assessment:
Curriculum Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards and the mission, vision, and philosophy of the school.				
<p>Curriculum Alignment</p> <p>Reading:</p> <p>The School utilizes the Ohio Model Curriculum based upon the Ohio Learning Standards (OLS). OLS is listed on the ODE website at the following link: http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/Model-Curriculum-for-English-Language-Arts http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards</p> <p>The School will utilize Achieve the Core as a supplemental resource to assure lessons are aligned to OLS. Additional textbook alignments and assessments as well as lesson alignments are available per the Achieve the Core website at http://achievethecore.org/category/1141/alignment-rubrics-and-textbook-</p>						

adaptations and will be utilized as needed.

Math:

The School utilizes the Ohio Learning Standards as the basis for what is to be taught. The School will use the Ohio Model Curriculum for Math. The following link outlines the OLS and Model Curriculum for Math to be utilized:

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

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

As an additional resource in helping to assure lessons are aligned to the Ohio Learning Standards, the School will utilize resources developed through Achieve the Core and available on the ODE website. The School will utilize Achieve the Core guides such as K - 8 Content Emphases, K - 8 Core Actions to Observe, and K - 8 Supplement for Reflection to better understand and implement the mathematics standards. The guides will be used to observe teachers as they give instruction and provide them with feedback that supports their planning and reflection per the ODE website.

Additional textbook alignments and assessments as well as assessment and lesson alignments are available per the Achieve the Core website at <http://achievethecore.org/category/1141/alignment-rubrics-and-textbook-adaptations> and will be utilized as needed.

Social Studies:

The Ohio Department of Education Model Curriculum is being utilized for Social Studies. The standards can be assessed at the following site:

<http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

The Ohio Model Curriculum link is as follows:

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

Science:

The Ohio Department of Education Model Curriculum is being utilized for Science. The curriculum model is located on the website below:

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

<http://education.ohio.gov/Topics/Learning-in-Ohio/Science/Transition-Tools-Ohio-Learning-Standards-K-1/Alignment-Toolkit-Phase-3-Implementation/Curriculum>

Non-Core**Physical Education**

For Physical Education, Orchard Park is using the Ohio's Academic Content Standards in Physical Education to develop its written curriculum. A link to the ODE site outlining the standards is below.

<http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2>

Additionally, to create the written curriculum model, the School will utilize the curriculum map offered on the ODE website for Physical Education.

<http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education/Physical-Education-Student-Learning-Objectives>
https://c.ymcdn.com/sites/ohahperd.site-ym.com/resource/resmgr/Docs/Final_WEB_VERSION_Ohio_K_12_.pdf

Since an Ohio Model Curriculum does not exist for Physical Education, the School will utilize Achieve the Core to assist in assuring the written curriculum is in alignment with Ohio Learning Standards. Using Achieve the Core will help to determine gaps and map a process for determine alignment with the standards. While Achieve the Core mainly focuses on math and ELA, there is a plethora of instructional practice resources available that will be useful across standards.

Social Studies

The Ohio Department of Education Model Curriculum is being utilized for Social Studies. The standards can be assessed at the following site:

<http://education.ohio.gov/getattachment/Topics/Ohio-s-New-Learning-Standards/Social-Studies/SS-Standards.pdf.aspx>

The Ohio Model Curriculum link is as follows:

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

Alignment to mission, vision, and philosophy of the School

Mission: The School is dedicated to improving the lives of its students by providing authentic learning experiences in a collaborative, nurturing environment that will build a foundation for students' success in school, at future work, and in life.


The curriculum model will engage students who are at-risk by closing learning gaps and increasing achievement. The curriculum offers authentic learning experiences by increasing achievement in students no matter where they are in their academic progress. Dedicated and highly qualified teachers are hired to make the difference in the life of a student's academic and social progress. The teachers encourage at-risk students to succeed by creating an environment of high expectations. If teachers expect students to grasp and master the concepts the Ohio Learning Standards, student will be more motivate to meet expected goals. The model curriculum provides additional academic supports that students need to close academic gaps, graduate, and fulfil the mission. The collaborative environment is offered through the various groups that work together in the academic model to increase achievement from the teacher-based teams to the building leader teams to the academic coaches. The goal is for all students to graduate from Orchard Park Academy, earn a high school diploma and experience post-secondary jobs and success; thus accomplishing the School mission statement.

Vision: The vision of the School is to foster a love of learning and develop a multicultural environment, through communication that focuses on problem solving, scientific and technological strategies, languages and entrepreneurship in our students. All courses are aligned to Ohio's New Learning Standards, which will serve to develop a student's problem solving and critical thinking skills. These capabilities will be needed for future success in high school, at work, and in life. Additionally, the classrooms will be aligned to the Ohio technology standards and offer an online curriculum that makes learning fun. By requiring computer skills to complete the online classes, the curriculum is enabling students to utilize the kind of technology that is vital to 21st century jobs.

Philosophy: To achieve the mission, our School will integrate current learning technologies into the classroom, offer authentic learning experiences that are respectful of how children learn best, and offer a schedule along with support activities that enable each student to achieve his or her potential. The desire is for students to leave the School with the skills and abilities necessary to achieve academic excellence, personal growth, and success as lifelong learners. This philosophy is more apt to be accomplished if students are college and career ready through a study of content that is aligned with the Ohio Learning Standards utilized in the core and non-core courses. This mission requires the support of the faculty, staff, families, and community in order to encourage and empower students to be responsible and valued citizens.

6.3c Instructional Delivery Methods and Resources/Materials

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

 Instructional Delivery Methods	6.3c	<p>1) Explain in detail the primary instructional delivery methods, strategies, and/or techniques (i.e., high yield instructional practices, project based learning, computer-based, etc.) that will be used to provide daily instruction in your school.</p> <p style="padding-left: 40px;">Blended learning as defined in R.C. is “the delivery of instruction in a combination of time in a supervised physical location away from home and online delivery whereby the student has some element of control over time, place, path, or pace of learning.”</p> <p>Blended Learning Requirements:</p> <ol style="list-style-type: none"> a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level; d. The school’s attendance requirements, including how the school will document participation in learning opportunities; e. A statement describing how student progress will be monitored; f. A statement describing how student progress will be monitored; g. A statement describing how private student data will be protected; h. A description of the professional development activities that will be offered to teachers.
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Instructional Strategies

The School will employ diverse instructional strategies that will allow students to develop and apply the skills needed for success in the 21st century.

Strategies include the following:

1. Goal Book
2. Universal Design for Learning
3. Marzano's High Yield Strategies
4. Teacher Clarity
5. Collaboration

Goal Book

*Goal Book, Different Paths Up the Same Mountain: A 5-Step Instructional Design Process That Integrates Standards-Based Instruction and Universal Design for Learning.*² The process integrates Standards-Based Instruction and Universal Design for Learning (UDL). The Goal Book includes the following 5-Step Process Applied to Developing Instructional Goals:

- Steps 1-3: Developing a Clear Learning Pathway Using Standards-Based Instruction
 - Step 1: Select a Key Learning Standard
 - Step 2: Determine the Core Purpose of the Standard
 - Step 3: Develop a Clear Learning Goal Around the Core Purpose and UDL Guidelines: Common Types of Learning Barriers
- Steps 4-5: Designing Multiple Pathways Using Universal Design for Learning
 - Step 4: Identify Barriers to the Learning Goal
 - Step 5: Identify Strategies That Address the Barriers

The resource also assists instructors in developing an individualized learning goal.

- The Goal Book 5-Step Process Applied to Developing a Lesson Plan
 - Steps 1-3: A Lesson with a Single Pathway
 - Step 4: Identify Potential Barriers to Student Learning
 - Step 5: Design Strategies That Address Learning Barriers
 - Instructional Strategies for a Lesson on Metamorphosis
 - Lesson Plan on Metamorphosis

Universal Design for Learning (UDL)

UDL is a design framework that helps educators accomplish the following:

- Identify learning barriers inherent in a given standard, learning goal, or curriculum
- Develop evidence-based strategies that reduce barriers and improve access for all students

² <https://www.goalbookapp.com/wp-content/uploads/2015/09/Goalbook%20White%20Paper%20-%20Different%20Paths%20Up%20the%20Same%20Mountain.pdf>

UDL has identified common barriers that are present in almost any learning activity and has matched them with best-practice strategies that educators and curriculum designers can use to remove or reduce these barriers. UDL can help educators anticipate challenges and develop multiple pathways of learning, which in turn helps their diverse group of students achieve a common set of learning goals and standards.

Marzano High Yield Instructional Strategies

Our student-centered instructional approach empowers students to take control of their learning. Teachers use Marzano's high yield instructional strategy of goal/objective setting in the classroom. In *Classroom Instruction that Works: Research-based Strategies for Increasing Student Achievement* by Robert Marzano (2001)³, Marzano identified nine high-yield instructional strategies through a meta-analysis of over 100 independent studies. These strategies were presented as having the greatest positive affect on student achievement for all students, in all subject areas, at all grade levels. Marzano's nine high-yield instructional strategies are summarized in the table below.

High Yield Instructional Strategies	Research says	Examples
Identifying similarities and differences	Students should compare, classify, and create metaphors, analogies and graphic representations	T-charts, Venn diagrams, classifying, analogies, cause and effect links, compare and contrast organizers, QAR, sketch to stretch, affinity, Frayer model, etc.
Summarizing and note taking	Students should learn to delete unnecessary information, substitute some information, keep important information, write / rewrite, and analyze information.	Teacher models summarization techniques, identify key concepts, bullets, outlines, clusters, narrative organizers, journal summaries, break down assignments, create simple reports, quick writes, graphic organizers, column notes, affinity, etc.

³ Robert Marzano, Debra Pickering, and Jane Pollack. *Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement* (Alexandria: Association for Supervision & Curriculum Deve, 2001)

Reinforcing effort and providing recognition	Teachers should reward based on standards of performance; use symbolic recognition rather than just tangible rewards.	Hold high expectations, display finished products, praise students' effort, encourage students to share ideas and express their thoughts, honor individual learning styles, conference individually with students, authentic portfolios, stress-free environment etc.
Homework and practice	Teachers should vary the amount of homework based on student grade level (less at the elementary level, more at the secondary level), keep parent involvement in homework to a minimum, state purpose, and, if assigned, should be debriefed.	Retell, recite and review learning for the day at home, reflective journals, parents are informed of the goals and objectives, interdisciplinary teams plan together for homework distribution, etc.
Nonlinguistic representations	Students should create graphic representations, models, mental pictures, drawings, pictographs, and participate in kinesthetic activity in order to assimilate knowledge.	Visual tools and manipulatives, problem-solution organizers, spider webs, diagrams, concept maps, drawings, maps, sketch to stretch, K.I.M., etc.
Cooperative learning	Teachers should limit use of ability groups, keep groups small, apply strategy consistently and systematically but not overuse.	Integrate content and language through group engagement, reader's theatre, pass the pencil, circle of friends, cube it, radio reading, shared reading and writing, plays, science projects, debates, jigsaw, group reports, choral reading, affinity, etc.
Setting objectives and providing feedback	Teachers should create specific but flexible goals, allowing some student choice. Teacher feedback should be corrective, timely, and specific to a criterion.	Articulating and displaying learning goals, KWL, contract learning goals, etc.
Generating and testing hypothesis	Students should generate, explain, test and defend hypotheses using both inductive and deductive strategies through problem solving, history investigation, invention, experimental inquiry, and decision making.	Thinking processes, constructivist practices, investigate, explore, social construction of knowledge, use of inductive and deductive reasoning, questioning the author, etc.

Questions, cues, and advance organizers	Teachers should use cues and questions that focus on what is important (rather than unusual), use ample wait time before accepting responses, eliciting inference and analysis. Advance organizers should focus on what is important and are more useful with information that is not well organized.	Graphic organizers, provide guiding questions before each lesson, think alouds, inferencing, predicting, drawing conclusions, skim chapters to identify key vocabulary, concepts and skills, A.C.E. anticipation guide, annotating the text, etc.
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Teacher clarity

Teacher clarity will include clear learning goals, expectations, content delivery, and assessment results, etc. The instruction will be provided throughout the professional development sessions with Teacher Rounds over the course of the year in order to implement and unpack standards and create clear learning targets. Applying the Teacher Rounds methodology, teachers learn with and from each other through classroom observations and inquiry and develop a trusted community of practice.

Collaboration

Authentic learning will be supported at the School by collaboration among students and among teachers. As described above, in our learning model, students will work on teams and contribute to a group effort to master educational content and standards. They must listen to others and make their own ideas clear when speaking, be able to read a variety of material, write or otherwise express themselves in various modes, and make effective presentations. Depending on the unit of study and the project, students may be asked to collaborate with same-age peers in their class or in another class, with older or younger students in another grade, or with members of the local community. Another key component in the design of the School both physically and operationally, will be the use of collaborative grade level teams. Our staff will be structured in such a way as to support professional collegiality in working with students. While classroom placement will be done relatively traditionally for an elementary school (students will have a single generalist homeroom teacher from whom they will receive the majority of their instruction), grade level classes will be physically adjoined and teacher collaboration team teaching will be required. Adjoining classrooms have been included in the design of the facility, which will make it easy for teachers and students to collaborate. Teachers will work together to plan projects and lessons, thus allowing classes to work together. Teachers will be able to team teach, consequently building on the strengths and interests of each team member. They will be better able to implement flexible groupings of students to focus on students who may need targeted instruction or support. This will also encourage unity within the professional learning community.

6.3c

2) Provide evidence of the research (evidence) base per ESSA for these delivery methods, strategies, and/or techniques including impact on population served. ESSA defines research (evidence) base as:

		<p>“ when used with respect to a State, local educational agency, or school activity, means an activity, strategy, or intervention that—</p> <p>(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on—</p> <p>(I) strong evidence from at least 1 well-designed and well- implemented experimental study; (II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or</p> <p>(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or</p> <p>(ii)(I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and</p> <p>(II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention. “</p>
<p>Goal Book</p> <p>In reference to Goal Book, for research data go to: https://www.goalbookapp.com/wp-content/uploads/2015/09/Goalbook%20White%20Paper%20-%20Different%20Paths%20Up%20the%20Same%20Mountain.pdf</p> <p>Universal Design for Learning (UDL)</p> <p>The UDL Guidelines are based on research from several very different fields, and from many different researchers at many different universities and research organizations. That research has been reviewed, compiled and organized by educators and researchers at CAST. The process spanned a 10 year period and involved several different stages.⁴</p> <p>Stage One: The first stage constructed a general framework for UDL and its guidelines. The research basis for that framework came primarily from modern research in the learning sciences: cognitive science, cognitive neuroscience, neuropsychology, neuroscience. The focus of that phase was on identifying the range and sources of variance in human learning – what are the individual differences that an adequate pedagogy must address? The three basic learning networks and principles of UDL were distilled from that review.</p> <p>Stage Two: The second stage articulated those three basic principles further – identifying the most important categories within them that would need to be addressed in an adequate pedagogy of individual differences. The review of the research led us to the development of the nine UDL Guidelines.</p> <p>Stage Three: Using that framework as a guide, the third stage involved over three years of extensive reviews of the educational research to identify those specific practices that are most effective in reducing barriers to instruction in each of the principles. This compilation began first by gathering existing</p>		

⁴ <http://www.udlcenter.org/research/researchevidence>

reviews and meta-analyses of research and best practices to set the landscape. Following that, we began extensive secondary searches of the literature using keywords and concepts suggested by the meta-analysis and reviews. Nearly 1,000 articles were eventually reviewed and selected for inclusion in the evidence base that is now organized around each of the checkpoints in the UDL guidelines.

This evidence base is listed below. Within each checkpoint, the supporting research is organized into two categories:

1. Experimental and quantitative evidence
2. Scholarly reviews and expert opinions

Marzano

In-depth information on Marzano's instructional strategies are listed below:

<http://www.marzanoresearch.com/instructional-strategies>

Teacher Clarity

Marzano's research (see above link) and John Hattie's Effect Size research both include data on the success of Teacher Clarity as an effective instructional strategy.

<http://www.teachthought.com/pedagogy/hatties-ascending-order/>

<http://www.teachthought.com/pedagogy/instructional-strategies/32-research-based-instructional-strategies/>

Collaboration

Collaboration efforts among students and among teachers will be utilized to increase student achievement. Student collaboration efforts may include pairings with same-age peers in their class or in another class, with older or younger students in another grade, or with members of the local community. Evidence shows that when there is collaboration among teachers and students, academic performance improves. *EdWeek* journal reported that a study on human and social capital in school districts published in the *Stanford Social Innovation Review* by Carrie R. Leana indicated collaboration among teachers leads to academic improvement.⁵ Her study found that students show greater gains in achievement when their teachers engage in frequent conversations with peers around the subject-area content and "when there [is] a feeling of trust or closeness among teachers." According to Leana, a school's social capital is "a significant predictor of student achievement gains above and beyond teacher experience or ability in the classroom." Collaboration among students can lead to a measurable improvement in their critical thinking abilities. According an article entitled, *The Benefits of Collaborative Learning*⁶ in by Raneer Kaur

⁵ Rebor, Anthony. The Sociability Factor. EdWeek online, February 29, 2012. <http://www.edweek.org/tsb/articles/2012/03/01/02social.h05.html> (accessed March 5, 2017)

⁶ Banerjee, Raneer Kaur, *The Benefits of Collaborative Learning*. Bright Hub Education.com. 08.13.2015 <http://www.brighthubeducation.com/teaching-methods-tips/70619-benefits-and-drawbacks-to-collaborative-learning/> (accessed March 5, 2017)

Banerjee, students can increase their confidence levels and sense of self-worth. Collaboration among students allow improved students learning as well as a celebration of diversity and difference since students of varying backgrounds will be interspersed. There is also an opportunity of learn conflict-resolution skills. According to Banerjee, there is an overall growth and improvement academically and socially.

ESSA

The resource entitled *Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments* provides state educational agencies (SEAs), local educational agencies (LEAs), schools, educators, and partner organizations with information to assist them in selecting and using “evidence-based” activities, strategies, and interventions, as defined in Title VIII of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA). The guide states the following:⁷

1. “While ESEA requires ‘at least one study’ on an intervention to provide strong evidence, moderate evidence, or promising evidence, SEAs, LEAs, and other stakeholders should consider the entire body of relevant evidence”

A plethora of evidence has shown that the above instructional strategies can increase achievement for students who are deemed at-risk students. See the above links for research studies.

2. “Interventions supported by higher levels of evidence, specifically strong evidence or moderate evidence, are more likely to improve student outcomes because they have been proven to be effective. When strong evidence or moderate evidence is not available, promising evidence may suggest that an intervention is worth exploring. Interventions with little to no evidence should at least demonstrate a rationale for how they will achieve their intended goals and be examined to understand how they are working.”

Interventions are embedded in the curriculum offering for Orchard Park Academy and expanded learning opportunities include the online computer-assisted courses that will be implemented at the School.


3. “The relevance of the evidence – specifically the setting (e.g., elementary school) and/or population (e.g., students with disabilities, English Learners) of the evidence – may predict how well an evidence-based intervention will work in a local context (for more information, also see Part II and endnotes). SEAs and LEAs should look for interventions supported by strong evidence or moderate evidence in a similar setting and/or population to the ones being served. The What Works Clearinghouse (WWC) uses rigorous standards to review evidence of effectiveness on a wide range of interventions and also summarizes the settings and populations in the studies.”

The instructional strategies utilized are based upon evidence from research in a similar setting as the School including urban locations and students who are at-risk.

4. Local capacity also helps predict the success of an intervention, so the available funding, staff resources, staff skills, and support for interventions should be considered when selecting an evidence-based intervention. SEAs can work with individual and/or groups of LEAs to improve their capacity to implement evidence-based interventions.

⁷ <https://www.education.ne.gov/ESSA/Documents/ESSAGuidanceonEvidenceBasedPractices.pdf> (accessed April 27, 2017)

The interventions provided above can be incorporated into the capacity of the Orchard Park Academy without undue burden.

 Resources and Materials	6.3c	3) Identify the resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
		<p>The School will use the appropriate tools, equipment, and materials for industry credential training as outlined by each credentialing agency in their required curricula.</p> <p><u>Core</u></p> <p><u>Textbook Adoption</u></p> <p>Textbooks are vital tools within the realm of education and textbook adoption is an essential part of the process. The issue with textbooks is that they quickly become outdated as standards and content continually change. To offset this challenge, Cambridge Education Group adopts textbooks in a five year cycle and rotates among the core subjects.</p> <p>Adoption Cycle:</p> <p>YEAR 1: 2017-2018: McGraw Hill Reading, Math, Social Studies, Science (K-8); Leveled Readers YEAR 2: 2018-2019: Focus on Supplemental Reading Resources YEAR 3: 2019-2020: Focus on Manipulative Resources to be replaced/replenished YEAR 4: 2020-2021: Review current textbooks, order samples for review YEAR 5: 2021-2022: Adoption of New or Renewal of Current Textbooks & Creation of Mapping Guides for all Subjects</p> <p>Math: My Math by McGraw-Hill Glencoe Math by McGraw-Hill Glencoe Algebra by McGraw-Hill The Glencoe Math website is http://www.mheducation.com/prek-12/program/MKTSP-GJP22M0.html. My Math can be found at http://www.mheducation.com/prek-12/program/MKTSP-ACJ04M0.html. Glencoe Algebra is located at http://www.mheducation.com/prek-12/program/MKTSP-GJP22M0.html.</p> <p>Reading: Reading Wonders by McGraw-Hill StudySync ELA by StudySync and McGraw-Hill</p>

The Reading Wonders website can be found at <http://www.mheducation.com/prek-12/program/MKTSP-BGA01M02.html>. The Study Sync website is located at <http://www.studysync.com/why-studysync/benefits/>.

Social Studies:

Discovering World Geography and Discovering Our Past by McGraw-Hill (6-8)
 Ohio Social Studies (4-5) McGraw-Hill
 Networks: Living, Learning, and Working Together (Kindergarten) McGraw-Hill
 Networks: Our Community and Beyond (Grade 1) McGraw-Hill
 Networks: Who We are as Americans (Grade 2) McGraw-Hill
 Networks: The United States: Communities and Neighborhoods (Grade 3) McGraw-Hill
 Discovering World Geography and Discovering Our Past can be found at the following sites:

<http://www.mheducation.com/prek-12/program/MKTSP-QHE09M0.html> and
<http://www.mheducation.com/prek-12/program/MKTSP-GES15M0.html>

Sciences:

Physical, Life, and Earth Science edition published by McGraw-Hill (6-8)
 Inspire (K-5) McGraw-Hill
 The Physical, Life, and Earth Science edition, published by McGraw-Hill can be found at
<http://glencoe.mheducation.com/sites/0078685540/index.html>

Wilson Reading System

The Wilson Reading System will be utilized and includes Just Words and Foundations.

Non-Core

Physical Education

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

- Jump Ropes
- Basketballs
- Footballs
- Flag Football belts with flags
- Soccer Balls
- Kick Balls
- Dodge Balls
- Cones

		<ul style="list-style-type: none"> • Floor Paint for Stations & Fitness Activities • Basketball Hoops • CD Player • CD (dance lessons & fitness activities) • Whistle • Stop Watches • Gymnasium <p>Technology The technology at the School will meet or exceed the minimum requirements for computer-based administration.</p> <p>Hardware</p> <ul style="list-style-type: none"> • 1 GHz or faster processor • 1 GB RAM or greater memory • 9.5 inch (10 inch class) or larger screen size • 1024x768 or better screen resolution <p>Operating System</p> <ul style="list-style-type: none"> • Windows 7 • Mac 10.7 • Linux (Ubuntu 11.10, Fedora 16) • Chrome OS • Apple iOS • Android 4.0 <p>Networking</p> <ul style="list-style-type: none"> • Wired or wireless Internet connection <p>Devices Desktops, laptops, netbooks, thin client, and tablets that meet the hardware, operating system, and networking specifications</p> <p>Furniture</p> <ul style="list-style-type: none"> • Desks • Chairs • Office furniture and equipment • Copy machine, fax machine, and all office equipment
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		<p>Staff All teaching and administrative staff will be in place. All contracted positions including agency resources to provide school psychologist, physical therapist, occupational therapist, audiologist, and behavioral specialist, as needed, will be in place.</p> <p>All manipulatives will be in place by the start of the school year including Leveled Readers as a part of the textbook series. In Year 3, 2019-2020, all manipulatives and resources will be re-examined to determine items to be replenished and replaced.</p>
	6.3c	<p>4) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.</p>
<p>Committee: Maureen Businger, Director of Curriculum and Instruction Jessica Anderson, Title I Meaghan Bush, Special Education Karen Wachter, DOP Admin Pat Cole , K-3 Gretchen Weidus, Art Danielle Opalich, 5-8 LA/SS Lisa Taricska, 4-8 Math Patty Beals, Board Member</p> <p style="margin-left: 400px;">Instructional Coach/Data #1, Cathy Applegate Instructional Coach/RTI #2, Jillian Anthony Instructional Coach #3, Kristin Clotworthy Instructional Coach Implementation of Curriculum #4, Andrea DiFrancesco Shannon Riley, Science 5-8 Leanna Simmons, ES Admin. Joy Beasley, ES Admin. Kathi Brand, Board Member</p> <p>Objective: To find the best textbook that meets the overall needs of our students based on data from a variety of sources (NWEA, state assessments, local assessments) that most closely aligns to the current State Standards and addresses the specific needs of our most at-risk students.</p> <p>Obtain Samples: A comprehensive set of samples that include both teacher and student materials across all grade levels for the subject being adopted will be ordered and placed on site at each building for teacher review.</p> <p>Compare Content to Standards: The committee reviews the content and scope and sequence in search of how the textbook aligns to current standards. Each member of the committee will review each book, making comparisons, and taking notes. Finally, the entire committee will look at each individual's comparisons and delete any textbook that doesn't align and/or contains gaps in content.</p> <p>Teach a Lesson: The teachers on the committee will take one concept addressed in the textbook selected and teach a lesson with his/her students to gain perspective on the textbook. The teacher will use all materials associated with the textbooks for the lesson. This allows our teachers to get a feel for the material, to determine</p>		

how it motivates their students, to assess how their students respond, and to make comparisons about each product through its application. The teachers will make notes throughout the process and highlight the materials and concepts that worked and those that were unsuccessful. These findings will be reported to the committee.

Presentation of Textbooks and Materials for Top Three Choices:

A one hour presentation will be scheduled to members of the adoption committee in order to allow committee members to gain more in-depth information from an expert. This time scheduled will also allow committee members to ask questions about a specific textbook.

Compare Free Materials:

Textbook companies that offer “free materials” will be identified. For example, a textbook may be adopted from a company that offers free workbooks for the life of the adoption. Each company has varying degrees of free materials; therefore, the committee will examine each available option.

Once materials have been selected, the committee will need to work with the members of the curriculum mapping team to map the new materials to ensure alignment and to identify gaps and resources required to address any identified gaps.


Change Process

The curriculum committee meets to determine any possible changes to curriculum based upon the monthly data meetings that occur. To adopt any new curriculum, the above processes occur. At each Board of Directors meeting, any suggested changes to curriculum is presented and approved. The committee consists of the people named above and includes teachers, the Director of Curriculum and Instruction, Instructional Coach, Administrators, and Board members.

Technology. The change process for technology is completed in a similar way as for textbook adoption. The School recognizes that in order to continue to educate our students in the 21st century, we must stay current with the latest technology. Technology needs assessments are completed each year, and technology purchases are made on an as needed basis.

6.3d Continuous Improvement and Professional Growth

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

 Continuous Improvement	6.3d	<p>1) Describe the steps in the continuous improvement cycle to be implemented by identified critical roles/teams (i.e., CSLT, TBTs, etc.) with shared accountability for:</p> <ul style="list-style-type: none"> a) collecting, monitoring and sharing multiple measures of student achievement and progress; b) reviewing and revising curriculum, including maps, pacing guides, model unit; c) evaluating the effectiveness of and identifying needs related to instructional strategies, resources and materials, including technology; d) evaluating the effectiveness of the school's leadership structure (CSLT, TBTs, etc.).
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The School has implemented the Ohio 5 Step Improvement Process. Ohio's 5-Step Process includes the following:

- Step 1: Collect Evidence of Student Learning
- Step 2: Analyze Assessment Results
- Step 3: Plan for Instruction
- Step 4: Implement with Fidelity
- Step 5: Re-assess and Evaluate Effectiveness

Teacher Based Teams (TBTs) meet regularly to discuss data and share ideas. The TBTs process is evaluated each month by the CSLT during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes. In October, February, and May growth data is reviewed in TBTs with the Director of Curriculum and Instruction. That data is the basis of coaching cycles throughout the remainder of the next quarter. The TBTs process is then reviewed on a regional level by the curriculum committee in efforts to ensure where additional training is needed.

The CSLT meets monthly to discuss the OIP, pertinent policies and procedures throughout the building, and is beginning to discuss the information collected from the 5 Step Process forms to provide advice and feedback for the TBTs. The Regional Curriculum Team meets each summer to review the progress of the CSLT and to determine what professional development would be beneficial for the Leadership Team.

- a) NWEA Assessment data will be reviewed by teachers after each testing session (Fall, October; Winter, February; Spring, May/June). Ohio achievement data for state assessment will be reviewed in August prior to the start of school. KRA assessment will be analyzed in September/October. Additional progress monitoring tools contained in the McGraw Hill suite of resources will be given to students on a regular basis to progress monitor where students are in a particular subject as well as drive instruction. These assessments will be reviewed by academic coaches every six weeks.
- b) Curriculum maps and pacing guides will be reviewed by the building level teachers, and shared with the curriculum committee within each school.

This process will begin in March. The results of the review will be shared with the Curriculum Committee in May and finalized into documentation in July to be rolled out in August.

- c) A curriculum committee has been developed at the school which includes a board member, Principal, teacher leader, teacher leaders from other schools at various grades levels or bands and each subject area, and Cambridge Education Group's Director of Curriculum and Instruction. The curriculum committee will meet annually in March to begin the review process of the curriculum, curriculum resources and the online resources utilized by the school. Technology will be reviewed as well to determine needs of the school for updating or adding new technology in specific grades or certain subjects and for what intended purpose the technology is serving.
- Data will be reviewed to determine specific areas where additional curriculum and/or resources need to be added in order to prevent gaps in learning and maintain student growth. Training will also be reviewed to determine the level of implementation of current resources to ensure teachers are capable of implementing the resources and matching to specific standards. Professional Development will therefore be reviewed to determine current and future needs for each subject, grade or individual teachers.

TBTs will evaluate the effectiveness of the previous meeting and the work of the team at the conclusion of each meeting based on the TBTs 5 Step Process. The leadership team will review TBTs meetings notes on a monthly basis.

Within the OIP process, Orchard Park Academy is in the first year of operation.

Step 1: Utilizing the diagnostic, formative and summative assessments, data will be collected continually.


Step 2: Data-driven decisions will be utilized three times a year (fall, winter, and spring) to make decisions that affect a change in classroom practices.



Step 3: Based upon the initial baseline data collected, the education plan will be implemented. In future years, the plan implementation will be based upon re-assessments and re-examinations of data.

Step 4: Data assessments, evaluations, and various tools are used to determine academic gaps and professional development for the next year.

Step 5: Orchard Park Academy will re-examine practices for the upcoming school to determine is what professional development is needed. The re-assessments and evaluations determine what plan for instruction will be implemented in the upcoming year.

At each monthly Board meeting, data is discussed and the Principal presents to the Board a review of the OIP process. The decisions made based upon the data and Board input will inform changes made to classroom practices including a written school improvement plan. Information is also made available to parents during parental meetings and conferences. Additional information is disseminated to parents and the broader community through written communication, the school website, and Board meetings.

 Ohio Teacher Evaluation System (OTES)	6.3d	2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance.
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The Ohio Teacher Evaluation System is being utilized at the School. The Principal evaluates the teacher. All evaluators will be credentialed according to Ohio Department of Education specifications.		
 Ohio Principal Evaluation System (OPES)	6.3d	3) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance.
The Ohio Principal Evaluation System is being utilized at the School. The Executive Director of Cambridge Educational Group evaluates the Principal. All evaluators are credentialed according to Ohio Department of Education specifications.		
 LPDC and Resident Educator	6.3d	4) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc. 5) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)
<p><u>Attachment 6.3d1 Cambridge IPDP Template</u> shows a sample Individual Development Plan for teachers.</p> <p><u>Local Professional Development Committee</u></p> <p>Attached to the application are the following documents regarding the LPDC: Procedures for LPDC, Pre-Approval Template for Professional Development, as well as several other required LPDC templates.</p> <p><u>Ohio's Resident Educator Program</u></p> <p>Teachers who hold Resident Educator licensures work as a team with an assigned mentor within the School. All mentors have been trained according to the suggested guidelines from the Ohio Department of Education (ODE). All Resident Educators meet monthly to discuss pertinent topics concerning their educational plans, to ensure quality instruction, and to make certain that timelines are being met. Mentors are expected to help Resident Educators through the program and offer help and advice where needed. The collection of monthly topics for Year 1 Resident Educators is listed below, while Year 2 and Year 3 topics will be attached:</p> <p>August Monthly Topics and Reminders</p> <ul style="list-style-type: none"> • Necessary Documents - Contained in RESA Binder • Self-Assessment • Self-Assessment Summary • Goal Setting Guide - SMART GOALS • Data Measures Inventory • Class Profile 		

- Collaborative Log
- Mentor Log
- Instructional Planning Guide - Cycle 1
- Instructional Planning Guide - Cycle 2
- Instructional Planning Guide - Cycle 3
- Monitoring Student Learning
- Formative Progress Review for Year 1 - Interactive Template

September Monthly Topics and Reminders

- A Look Ahead
- Parent-Teacher Conferences (OSTP 6 & 7)
- Self-Assessment Summary
- SMART Goals
- Necessary Documents

October Monthly Topics and Reminders

- Getting Started
- Class Profile, Data Measures Inventory, Monitoring Student Learning & Instructional Grouping
- Necessary Documents

November Monthly Topics and Reminders

- First Formal Observation
- Mentor Observation of RE
- Necessary Documents

December Monthly Topics and Reminders

- Time to Reflect
- Finalize documents for Mid-Term Review
- Necessary Documents

January Monthly Topics and Reminders

- The Mid-Year Checkpoint
- Review SMART GOALS

February Monthly Topics and Reminders

- Professional Portfolio

March Monthly Topics and Reminders


- Instructional Planning Cycle III

April Monthly Topics and Reminders

- Year End Celebration

May Monthly Topics and Reminders

- Complete Formative Progress Review for Year 1
- Formative Progress Review FAQs Document from ODE
- Formative Progress Review - Sources of Evidence Document from ODE

 Differentiated Professional Development	6.3d	6) Discuss process for development of a differentiated professional development to be included in school's OIP and informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and aligns to Ohio Standards for Professional Development (adopted 2015).
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The new Ohio Standards for Professional Development define the essential elements of a strong professional learning system that impact student learning by improving the skills, knowledge and practice of our teachers which leads to gain in student learning.

Cambridge Education Group provides ongoing, job embedded professional development to all teachers throughout the year that aligns to the school OIP and is organized in such a way that it reinforces what is occurring on site. All Ohio Professional Development days are collaborative and teachers are grouped by grade band to enable collaboration between teachers, and provide teachers with tools and strategies they can use right away in their classrooms. This process is followed up by coaching from Academic Grade Level Coaches and reinforced by the Principal in teacher staff development activities in PLCS, TBT, and the CSLT teams, and evaluated during walkthroughs.

The Professional Development Plan utilizes outside experts in their field, resources such as textbooks and materials from renowned professionals and researchers, and always has additional components in place for follow up training with the same provider. Coaching and monitoring by outside providers to ensure fidelity in the learning and application phase of the Professional Development is provided.

The Standards for Professional Development are for all members of our organization and as well as stakeholders: individual teachers, Principals, company leaders, school contracted services, and the LPDC.

For individual teachers, the standards guide their individual plans and are based on the data at the school that drives the needs of the students. For Principals, the Standards drive their individual plans, but also ensure their school offer effective systems for professional learning.

At the executive level, where design of Professional Develop occur based on trend and school data, the standards help to implement and evaluate the programs set in place.

External stakeholders are invited to and join in the learning to help align programs. As it drives the learning for the teachers and the School, the standards ensure that contracted service providers are part of the system of interventions and are aligned to what is occurring in our classrooms.

In adherence with the Ohio Standards for Professional Development, (OSPD), the School's professional development envelopes the following criteria:

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

The School has 14 scheduled in-service days. The Professional Development aligns with the following seven OSPD. Per the ODE website, "professional learning that increases educator effectiveness and results for all students" embodies the following standards.

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

Standard 2: Leadership. Requires skilled teacher leaders and administrators who develop capacity, and advocate and create support systems for professional learning.

Standard 3: Resources. Requires prioritizing, monitoring and coordinating resources for educator learning

Standard 4: Data. Requires the use of a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning.

Standard 5: Learning Designs. Integrates theories, research and models of human learning to achieve its intended outcomes.

Standard 6: Implementation. Applies research on change and sustains support for implementation of professional learning.

Standard 7: Outcomes. Aligns its outcomes with educator performance and student curriculum standards.

The Professional Development plan for the coming school year will consist of furthering the education of all of the School's teachers in the areas of classroom management in the form of PBIS, differentiation, collaborative learning, diversity sensitivity, and Wilson Reading practices. All Professional Development is decided upon by the area Academic Leaders based on individual school data and trends over time.

Professional Development will occur multiple times per year for overall review of data, curriculum, differentiation, and subject matter work.



Building level training will be based on the Classroom Walk-Through Tool which is to be completed once per week per teacher by the school leader. This data is used to develop teacher specific training, and/or whole school training. The results of OTEs will also drive training for building teachers at the midway mark in December and then in the spring for the following school year or summer sessions. Teachers with specific needs will be assigned online modules, conferences or additional mentoring.

Teachers involved in RESA Year 1, Year 2, Year 3, and potentially Year 4 will be provided training and assistance from trained mentors. Teachers will participate to the fullest extent in all activities and activities within RESA and will participate in Cambridge Education Group Trainings facilitated by the Director of Curriculum and Instruction.

Schoology is an online learning, classroom management, and social networking platform that improve learning through better communication, collaboration, and increased access to curriculum and supplemental content. Courses or modules allow teachers to access online learning content at any

moment. The learning can be tracked and monitored.


Attachment 6.3da Resident Educator Form is enclosed.

 School Calendar	6.3.1	1) Provide the school calendar inclusive of all assessment dates.
<p>Calendar will be provided to the sponsor prior to the start of each school year. Sponsor will be notified of any changes to the school calendar.</p> <p>A sample school calendar is attached.</p>		
 Bell Schedule	6.3.1	2) Provide the school bell schedule inclusive of collaborative teacher planning time and teacher-based team time.
<p>A bell schedule will be provided to the sponsor prior to the start of each school year. Sponsor will be notified of any changes to the bell schedule.</p> <p>A sample bell schedule is attached.</p>		

6.3e Prevention and Intervention Policy

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

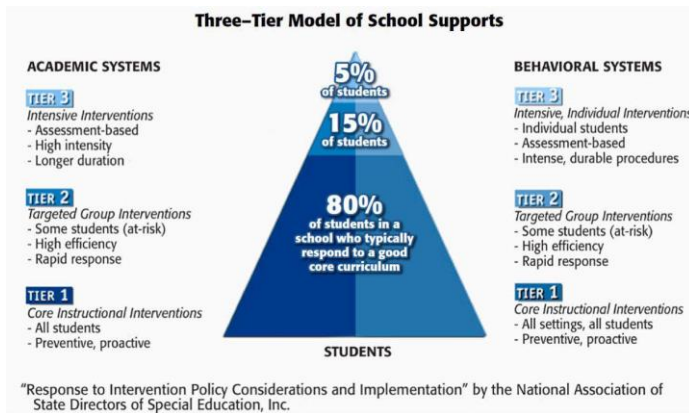
Appropriate implementation of the guidelines will result in schools meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the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

 Prevention and Intervention Plan	6.3.2	<p>1) Describe the school’s multi-tiered educational services policy, plan and procedures to provide early detection and intervention with students experiencing learning, behavior and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee). Plan must include intervention for all students not found proficient or “Not on Track” for any of the following assessments:</p> <ul style="list-style-type: none"> a) Ohio’s State Tests; b) Third Grade Reading Guarantee Diagnostic Assessments; c) Kindergarten Readiness Assessment (KRA); d) Ohio English Language Proficiency Assessment (OPELPA); e) or the current assessment system required by ODE.
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The school will implement a strong Response to Intervention (RTI) process for all students and especially those who are achieving below grade level. Research-based interventions, a philosophy advocating an educational process of continuous reflection, rethinking, and restructuring of strategies, will be afforded to students. The School will have a solid RTI School-Based Leadership Team to apply a progressive change system utilizing consensus building, infrastructure development, and implementation. The RTI School-Based Leadership Team will be a model of consensus building, utilizing participation from all levels of its system. The RTI School-based Leadership Team consist of the Principal, Intervention Specialist, title teacher, classroom teachers, and parents (as needed).The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments. The RTI process will be implemented at the School to accomplish three goals: 1) to target student deficits, 2) align instruction and intervention to close the gap and progress monitor, and 3) strengthen core instruction.

RTI is a “systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions.” The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized. Tier 1 is the Universal Level and we expect approximately 80% of students to fall into this category. It offers primary intervention strategies that provide quality core and

differentiated instruction to all students. Tier 2 refers to the Targeted Level where approximately 15% will be grouped. Tier II offers core plus supplemental intervention that includes targeted small group studies. Tier III is considered an Intensive Level, which is expected to comprise of 5% of all students. Tier III provides core and intensive intervention that includes small group studies for four to five days a week. See the figure below for an illustration of the tier levels and interventions. An in depth overview of interventions can be found in **Attachment 6.3.2 Levels of Tiered Intervention Overview**.



Screening

The first level of data for RTI will be collected at the start of the school year using both the Ohio Department of Education Diagnostic Assessment Materials for grades K-3 and Measures of Academic Progress. Once results have been collected, the RTI Leadership Team will review the data and identify those students in need of Tier II and Tier III support. An instructional and intervention plan will be created and tailored to each student's specific needs which will include timeline of follow up assessments to ensure student growth. The plan will be utilized to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal. They will not consist of assigning homework or giving an assessment, but will include instruction, be focused on targeting a specific identified weakness, and be implemented consistently for at least three days a week over the course of at least 6 weeks. In addition, the RTI Team will create decision guidelines to determine when interventions are no longer necessary, need to be changed, or when a student might be identified for special education.

Tiers

Tier 1 will focus on strong core programs using research-based curricula for all students. The core instruction takes place in the general education setting and meets the needs of most students and incorporates differentiated instruction. Students making proficient progress with regular core instruction are typically scoring above the 60th percentile on NWEA Map Assessment. The School will have systems in place to regularly review and analyze data on student progress at the school, grade, classroom, and individual levels. Adjustments will be made through whole and small-group differentiation of

instruction based on analysis of student data and identified areas of need for additional opportunities for learning. Data analysis will reveal those students who continue to demonstrate achievement that is not at a commensurate pace as their peers. Differentiation will allow these students to become proficient by allowing them to learn the materials in ways that suit their unique needs. This could include small groups, modifying materials, additional practice, and changes to materials or scope of task all while in the general classroom. Tier 1 interventions are implemented for a minimum of 4 to 6 instructional weeks at a minimum of 3 days a week for 20 minutes.

Tier 2 will focus on students who need additional academic support beyond what can be provided through differentiation in the general classroom for all students. The RTI Team will review the data collected by Diagnostics, MAP, Curricular benchmark assessments and specific plans will be created to ensure each student learns the necessary skills to be successful. The parent is notified of the plan and small group intervention. Small groups will meet in targeted instruction for 30 minutes per day, 2 to 4 days a week for a minimum of 9 weeks. Throughout this process students will be informally assessed on a weekly basis to provide up to date information to the RTI team. Cambridge has provided staff with a collection of RTI interventions in assembling their Tier II intervention plans that contain research-based strategies. For example, a second implementation of Foundations reading I in K-3 classrooms, or Just Words in grades 4-8. Additionally, teachers are encouraged to access approved interventions on the Google drive. Each intervention will be geared to the specific needs of the individual student. The NWEA test results are typically between the 20-39th percentile for students requiring Tier 2 interventions.

Tier 3 will focus on students who require intensive, focused, small group or individual interventions of longer duration than that which is provided in Tier 2. Tier 3 interventions will include targeted content and specialized instruction with extraordinary time and focus. For example, for students struggling with phonemic awareness or Phonics, the instructor can implement core instruction intervention with the Wilson Reading System (WRS) curriculum, which is especially developed for assist struggling readers. WRS offers tools for remediation and takes into consideration that different students have different learning styles. Additional detailed information on WRS assessments is listed below. The structured curricula include Foundations®, Wilson Just Words®, the Wilson Reading System®, and Wilson Fluency®/Basic and have been proven highly effective. WRS uses a “multisensory” approach to reading and incorporates visual, auditory, kinesthetic and tactile senses to help student make connections between sounds and words. Geared specifically for students with word-level deficits who are not making sufficient progress through their current intervention; have been unable to learn with other teaching strategies and require multisensory language instruction; or who require more intensive structured literacy instruction due to a language-based learning disability, such as dyslexia, WRS offers a structured literacy program based on phonological-coding research and Orton-Gillingham principles. Through the program, students learn fluent decoding and encoding skills to the level of mastery through the following instruction emphasis:

- Phonemic awareness
- Decoding and word study
- Sight word recognition
- Spelling
- Fluency
- Vocabulary
- Oral expressive language development

- Comprehension

Before students are assigned to Tier 3 interventions, parents are informed of lack of progress and an invitation letter is sent home to meet to discuss the student's progress. The RTI team meets to analyze and determine appropriate interventions for students in need of more intensive intervention. The targeted instruction may be in small groups with up to 3 students, or individually for a minimum of 30 minutes per day, 3 to 5 days a week. Individual assessments will be conducted to provide daily monitoring of student progress. The RTI team reconvenes to review progress data, and make a decision of whether or not to possibly refer the student for special education evaluation. The NWEA test results are typically below the 20th percentile for students requiring Tier 3 interventions.

Students will individually be held accountable to learning standards each year to ensure they are meeting the OACS. Often students who are "low-performing" are labeled as such due to their lack of interest in an academic area or their inability to see the relevance of what they are learning as it relates to their daily lives. The structure and application of the School's curriculum will solve this issue for many of our students. Teachers will strive to make learning practical and relevant as students apply knowledge to the projects in which they are participating. Therefore, student achievement on a given task will be at times broad, at times deep, and always cross-curricular.

Assessments

Assessments will provide valuable data to determine which students need additional interventions, and staff specialists (such as the reading specialist) will be available to provide small group and individualized instruction when necessary for those students who are struggling with individual concepts or who have been determined to be below grade level in Reading and/or Math. Students who qualify for Special Education services will also receive services from qualified staff members both through the inclusionary model and through pull-out instruction based on the services and identified needs of their individual educational plans (IEPs).

All teachers will employ flexible grouping. For example, if there are groups of students struggling with mastery of specific knowledge or a specific skill, a small group will be formed and one teacher will work more directly with that group, while the other teachers at that grade level work with the other students.

Wilson Reading System Assessments

Every component of the Wilson Reading System (WRS) has built-in assessments that teachers are expected to utilize to monitor student progress and drive instruction. Within the Wilson Reading program students are given assessments at the end of each unit to check mastery of skills, prior to moving on to the next unit.

Teachers instructing Kindergarten through Third Grade use the Unit Test within Foundations to monitor student progress, along with help to adjust instructional needs during small groups. Within Foundations there is also progress monitoring probes that teachers are able to use to monitor progress of a particular skill within their small group. Foundations Assessment are given at the end of each Foundations Unit. 80% of class must score 80% or higher in order to progress to next unit. Students scoring below the 80th percentile are placed in small group for second dose of Foundations in targeted area of weakness. Staff can

utilize probes for students that are receiving targeted intervention in the area of Phonics and Phonemic Awareness, can administer weekly, bi weekly, monthly (depending on level of intervention intensity) probes.

Along with the MAP data, in grades 4-8, teachers give additional assessments within the Wilson program to identify students that qualify for further reading intervention. After administering and analyzing those assessments, teachers can better identify who qualifies for Just Words or Wilson Reading, along with the students that need targeted Fluency or Comprehension. These additional assessments include the WIST and Test of Silent Word Reading Fluency. Students in grades 2-3, may also be considered for Wilson Reading.

The Just Words Program is for students in grades 2 through 12 and adult. Just Words has built in Unit Assessments to monitor student progress towards a specific skill. For grades K-8, any student below 60th percentile is screened for Just Words. Typically, students who score below the 10th percentile are considered for the Wilson Reading System. Small group progress monitoring data is constantly analyzed during teacher-based teams, data talks, and group meetings, along with targeted trouble areas can change throughout the year. Students in Just Words, minimum 3 days a week for 45 minutes, are given an assessment at the end of each Unit. 80 % of class must score 80% or higher in order to progress to next unit. Students scoring below the 80th percentile are placed in small group for second dose of Foundations in targeted area of weakness. The WIST (Spelling and Word Reading Fluency) are re-administered in the Spring of each year to measure growth.

Sublinks for Wilson Research:

<http://www.wilsonlanguage.com/programs/research-results/evidence-of-effectiveness/>

<http://www.wilsonlanguage.com/programs/research-results/research-base/>

<http://www.wilsonlanguage.com/programs/research-results/evidence-of-effectiveness/>

Third Grade Guarantee

Third Grade Reading Guarantee will be addressed through Tier II and Tier III depending on the level of need in each student. As described above, students in grades K-3 will be assessed using the ODE Reading Diagnostic Screening measure by September 30. For those students who are identified as off-track, the RTI team will convene to identify each student's area of need and a plan will be created and executed.

Progress Monitoring

Progress monitoring will be used to monitor the implementation and effectiveness of specific interventions. Throughout the RTI process, student progress will be assessed, analyzed, and reviewed by the RTI School-Based Leadership Team. Decisions will be made based upon the reliable, valid and evidence based assessments listed above. The team will include, but is not limited to, the student's teacher, an administrator or designee, a Special Education teacher, and other student services personnel as appropriate. The team will be responsible for tracking school-wide academic growth; documenting student need, interventions, and results; making decisions about the effectiveness of instruction; making recommendations for adjustments to instruction and/or interventions; and initiating referrals for evaluation for exceptional student education instruction and/or related services.

As the work on the specific scope and sequence in relation to the curriculum is being developed, attention will be given to identifying key indicators for

students who may need additional services. Research-based interventions will be incorporated into those documents for whole-class applications, consistent with the Tier 1 model. Through the use of the School's innovative database system, the identification of classrooms in need of Tier 1 interventions and individual students in need of Tier 2 or 3 interventions will be more clearly identified through the progression of the curriculum.

Differentiation

Differentiation will be a part of the core instruction of the Tier 1 level. It includes changes to instruction designed to meet the needs of students at different instructional levels within the classroom. Differentiation can also employ additional small group instruction and/or purposeful design of instructional centers within the classroom. For example, when implementing differentiation instruction in the classroom, students are expected to complete a Main Idea/Detail Graphic organizer but are using books at their instructional level. This form of instruction may also involve a combination of accommodations and modifications.

Special accommodations may be applicable for certain students that include changes in **how** a child is expected to learn. These changes in instruction will enable children to demonstrate their abilities in the classroom/testing setting and can involve, for example, allowing extra time to take same test or complete same assignment or breaking down work into smaller segments, but still expecting all elements to be completed. Modifications may be made to that involve **what** a child is expected to learn. These modifications are adaptations to instruction or the administration of assessments that change performance expectations for demonstration of a learning outcome. They can include, for example, reading a test to a student and re-wording/re-explaining questions or shortening a spelling test or other assignment. Differentiating, accommodating and modifying may be included in an intervention plan, but it will not equal intervention. As stated above, the School will develop in-depth intervention plans that are systematic and explicit instruction provided to accelerate growth in an area of need as identified by data for the student.

The School's curriculum options will address a comprehensive array of reading skills at different levels. By combining these various research-based curriculum options, the School will provide the building blocks for systematic and explicit teaching of reading skills.

RTI is not a Special Education program; however, it can help general education teachers detect learning issues. It can also assist schools in determining who qualifies for Special Education services. The following is the School's Prevention/Intervention Policy.

201 ACADEMIC PREVENTION/INTERVENTION POLICY

In accordance with Section 3313.6012 of the Revised Code, the Board of Directors (the "Board") of School (the "School") adopts this Academic Prevention/Intervention Policy (the "Policy"), as more fully detailed below, in order to address prevention and intervention services for all grades and students within the School.

I. ASSESSMENTS

The School shall assess student achievement and needs in all program areas in compliance with state law, the rules adopted by the Ohio Board of Education and the charter. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and educational achievement goals of the School.

II. STATE-REQUIRED TESTS

The School shall administer all state-mandated tests to students at the times designated by the Ohio Board of Education. “Achievement tests” for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student’s level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. The School will administer the Ohio graduation tests, if applicable, as required by Section 3301.0710 of the Revised Code and at times designated by Section 3301.0711 of the Revised Code.

“Diagnostic assessments” for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code. All statewide tests shall be administered in accordance with Rules 3301-13-01 and according to procedures outlined in 3301-13-02 of the Ohio Administrative Code.

In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, by illustration but not limitation, teacher observation techniques, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program (“IEP”) developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability (“AASWD”) is approved by the Ohio Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with accommodations, are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, the School shall use AASWD to test students needing an alternate form of assessment. The School shall not use any student’s failure to attain a specified score on any state-mandated test as a factor in any decision to deny the student promotion to a higher grade level, except as provided by law.

III. INTERVENTION SERVICES

In accordance with this Policy, the School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies or science achievement test and/or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment. Intervention services will be commensurate with the student’s test performance in each such test area including prevention, intervention, or remediation. Such prevention, intervention or remediation programs may include, by way of illustration, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the School shall provide appropriate intervention services, commensurate with the student’s test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention

services.

IV. PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA

The School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

- A. Unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2);
- B. A list or designation of which tests are required and which tests are not required;
- C. A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;
- D. Score for each test taken;
- E. Whether each student attained the requisite performance standard designated for each required test;
- F. What, if any, tests must still be taken;
- G. Whether or not intervention must be provided; and
- H. For each test required for graduation, the date passed must be recorded on the student's transcript. No information shall be on the student's transcript for a test not passed. When a student who has taken state-mandated tests in one school, leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

V. PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.

The School shall utilize diagnostic and performance assessments that are nationally-normed and aligned with state-standards to measure student performance data. Data will be collected to determine student performance in reading, math, language arts and life sciences and the effectiveness of intervention services.

The student performance will be measured after each diagnostic and performance assessments and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs may include by way of illustration, one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction. Subsequent diagnostic and performance assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

This policy shall be reviewed annually.

6.4a Goals and Performance Standards

The school will be required to show progress toward meeting the goals established in its Ohio Improvement Process plan.

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

The OIP will be available and reviewed at a yearly onsite assistance review.

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

Performance Framework for Academic Performance

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. During a renewal year, the school will be evaluated on an average calculated over the years of the charter term.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 point	0 Points
Overall Grade	Overall Grade on the Local Report Card	A (weighted x 3)	B (weighted x 2)	C	D	F
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to any comparison school in Overall Grade, the school will be compared in the Progress Component Grade. The School will then be given credit for each school it outperforms in its comparison group in Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)		> 2 (weighted x 2)	≥ 1	< 1
Achievement	Measures student performance on state tests	A	B	C	D	F
Progress <small>*Note: as reported on the local report card as the progress component score. Not ODE’s one year calculation as used for closure.</small>	The growth that all students are making based on their past performance	A (weighted x 3)	B (weighted x 2)	C	D	F
Gap Closing	How well schools are meeting the performance expectations for subgroups in English Language Arts, Math, Graduation and English language proficiency	A (weighted x 3)	B (weighted x 2)	C	D	F
K-3 Literacy	How successful the school is at improving at-risk K-3 readers	A	B	C	D	F

Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card	93-100	89-92.9	84-88.9	79-83.9	< 78.9
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	95-100	90-94.9	85-89.9	80-84.9	< 79.9
Prepared for Success	Component Grade from Local Report Card	A	B	C	D	F
Chronic Absenteeism Indicator	The amount of students missing at least 10 percent of instructional time for any reason (excused or unexcused absences)	N/A	N/A	Met Indicator	N/A	Did Not Meet Indicator
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Bonus Points:	One bonus point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. K-3 moves from D to C)					
	One bonus point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One bonus point given if school increases the number of schools it outperforms in either the Overall Local Report Card Grade or the Progress Component Grade. (ex: improves from outperforming one school to outperforming two schools)					
	School will receive 1 bonus point if its percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 bonus points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					
Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.						44

Target Points (at least a 75%):		33 *Note: 33 points are achieved if the school meets all target scores and all measures listed above are applicable.
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DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card <small>*Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.</small>	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Identified Paths to Future Success	Strategy 10 of Ohio’s Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career based instruction or military readiness.
Bonus Points:	One bonus point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One bonus point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One bonus point given if school increases the number of schools it outperforms in the Overall Local Report Card Grade as listed in the contract. (ex: improves from outperforming one school to outperforming two schools)			
Total Points Available (100%): *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%):				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational/Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Assessment data, CSLT Meeting Form and Management Company Evaluation, SIP, Annual Report, Five-year forecasts are submitted timely.	All Applicable Submissions were Submitted Timely	At least half of the applicable Submissions were submitted timely	Less than half of the applicable submissions were submitted timely
Academic Coach	An academic coach was hired if required	Academic coach was hired by December 31 AND meets the outlined recommendations established in the Academic Coach Credential document	Academic coach was hired and met the majority of the outlined recommendations in the Academic Coach Credential Document	Academic coach was not hired.
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Mostly Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current		Ratio greater than 1.5:1	Ratio 1:1 to 1.49	Ratio less than 1:1

Liabilities, net of GASB 68,75)				
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		Submitted on time with no projected deficits	Submitted on time with no projected deficits the first three years	Not submitted on time or projected deficits in the first three years
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Bonus Points:				
	One bonus point is given for each mission specific goal as provided in the School's school improvement plan that is met for any subgroup up to a maximum of 3 points. *Note: Each year schools are required to submit a school improvement plan to the sponsor. The school establishes goals in these plans that are mission specific. Evidence will be provided by the school on a yearly basis to show if these mission specific goals are met by subgroup.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				24
Target Points (at least a 75%):				18 *The school should strive to achieve 18 points in this section by achieving a combination of target and above target points.



Intervention Attachment 6.4 Kindergarten – 12th Grade

(A school that does not offer a grade higher than twelve excluding
Dropout Prevention & Recovery Schools)



➤ **Evaluation of Local Report Card Components**

- The school should aim to receive a “C” or better in all applicable Ohio Local REPORT CARD **components** on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports, hereafter known as the “Graded Components” listed here:

	Schools serving any grades Kindergarten-12th grade are accountable for any applicable local report card component below:	Metric/Target- General means of evaluating an aspect of a measure.
Local Report Card Components (broad categories of performance)	Overall Local Report Card Grade	≥ C
	Achievement Component Grade	≥ C
	Progress Component	≥ C
	Gap Closing Component	≥ C
	Graduation Rate	≥ C
	Improving At-Risk K-3 Readers	≥ C
	Prepared for Success	≥ C

- Any school receiving less than a “C” on the Progress Component, Gap Closing Component, Improving At-Risk K-3 Readers or Graduation Rate on the Local Report Card will be required to implement the accountability steps listed below.
- When the school receives of a letter grade of “C” or higher in all of the measures stated above, interventions will no longer be required. The Sponsor recommends the school continue to implement all interventions as best practices after achieving a letter grade of “C” in all measures in order to maintain achievement.

First Year Actions	
Kindergarten – 12th Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School	
Criteria: School receiving a letter grade of “D” or “F” on the Progress Component, Gap Closing Component, Improving At-Risk K-3 Readers or Graduation Rating identified on Ohio’s School Report Card:	
The Sponsor Will:	The School Will:
A. Offer technical assistance for the Ohio 5-Step Improvement Process (OIP) and the development of the School Improvement Plan.	A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement the Ohio 5-step Improvement Process (OIP) to identify root-cause, needs, goals, strategies, and action steps that will move the school forward. Training on implementing the Ohio Improvement Process must be provided to all staff involved in implementing the OIP.
B. Require the School to review or revise a School Improvement Plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the School Improvement Plan.	B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise the required OIP Focused Plan inclusive of 6.4b Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
C. Require the School to monitor and evaluate the School Improvement Plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the School Improvement Plan and 5-Step Process and at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in the School Improvement Plan Action Steps.	D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math,

	<p>ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative</p> <ul style="list-style-type: none"> b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.
<p>E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.</p>	<p>E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p> <p>F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

Second Year Actions

Kindergarten – 12th Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School

Criteria: School receiving a letter grade of “D” or “F” on the Progress Component, Gap Closing Component, Improving At-Risk K-3 Readers or Graduation Rating identified on Ohio’s School Report Card for a **second** consecutive year:

In addition to Year 1 supports, the Sponsor Will:

The School Will:

A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all First Year Actions.
B. Review and offer feedback on the School Improvement Plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development (2015).	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the School Improvement Plan. Follow guidelines presented in Ohio Standards for Professional Development (2015).
	E. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.
	F. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Third Year Actions

Kindergarten – 12th Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School

Criteria: School receiving a letter grade of “D” or “F” on the Progress Component, Gap Closing Component, Improving At-Risk K-3 Readers or Graduation Rating identified on Ohio’s School Report Card: for a ***third*** consecutive year:

In addition to Year 1 and Year 2 Supports, the Sponsor Will:	The School Will:
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all First Year Actions and Second Year Actions.
B. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing Authority with suggestions for modification, deletions, or expansions based on the data.
	C. Based on a school review/audit from external source, implement recommendations to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.

Fourth Year Actions (Begin Academic Probation)

Kindergarten – 12th Grade, or a school that does not offer a grade higher than twelve/ non-DOPR School

Criteria: School receiving a letter grade of “D” or “F” on the Progress Component, Gap Closing Component, Improving At-Risk K-or Graduation Rating identified on Ohio’s School Report Card: for a **fourth** consecutive year:

If the School is not required to close by the Ohio Revised Code, the Sponsor may:


The School Will:

A. Sponsor may take over the operations of the school; and/or	A. Close at the conclusion of the school year and meet all requirements for closure as outlined by the Ohio Revised Code if the School meets the requirements for closure as found in the Ohio Revised Code.
B. Work with the Board to replace the operator of the school; and/or	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school in Academic Probation ² status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation ² status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Replace staff relevant to failure; and/or
	E. Reconfigure the organizational structure of the school or adopt a new operational structure.

Academic Probation status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions, but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “C” or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority’s autonomy.

6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

 Nationally Normed Assessment	6.5	1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice a year and the administration should be identified on the school calendar. Which Nationally normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.
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Measures of Academy Progress (MAP) is a computer-based adaptive assessment that provides precise and immediate feedback so teachers can pinpoint current student learning needs, personalize instructional planning and promote student engagement. The School will use the MAP as growth measures to monitor progress (see below). NWEA is a trusted resource for measuring individual student achievement, calculating student growth, projecting proficiency on high-stakes assessments, and comparing a student's growth to that of students across the country. MAP assessments provides sensitive metric for measuring and comparing growth among students from differing schools, districts, and states. MAP also offers outcome measures that are important for the development of new educational programs for improving student learning. Ohio also has identified the NWEA/Map Assessment on the list of approved vendors for 3rd Grade Reading Guarantee. In addition, teachers can easily identify where instruction needs to take place and for whom and to what degree. The MAP will be given to students three times per year (September, February and April). Each test session will be followed by score reading and reporting for each subject area and identified by the teacher. See School calendar for dates.

Tests developed by NWEA use a scale called RIT to measure student achievement and growth. RIT stands for Rasch UnIT, which is a measurement scale developed to simplify the interpretation of test scores. The RIT score relates directly to the curriculum scale in each subject area. It is an equal- interval scale, like feet and inches, so scores can be added together to calculate accurate class or school averages. Test are multiple choice and encompass the following age groups:

Kindergarten - Grade 12 Norms: Scaled Scores, National and Local Percentile Ranks, Stanines, and Grade Equivalents

Student Growth Measures: The school will use the following types of Student Growth Measures Value-Added, an approved vendor assessment (NWEA-MAP), and Locally Determined Measures (SLO's).


- Value-Added – The school will use Value-Added data in the student growth measure when available.
- Measure of Academic Progress – MAP will be used as an approved vendor assessment (NWEA) if Value-Added data is not available.

 Ohio's State Tests	6.5	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
<p>The School will include Ohio's state test in the overall assessments utilized to make data-based decisions in order to improve achievement. The following assessments include Kindergarten Readiness Assessment and Ohio Diagnostic Assessments. As well, the School will place emphasis on reading instruction and intervention in the early grades as required by the Third Grade Reading Guarantee.</p> <p>Kindergarten Readiness Assessment</p> <p>The School will administer the Kindergarten Readiness Assessment (KRA) to all Kindergarten students within the administration window by November 1. Prior to administering the test, all Kindergarten teachers will complete the required training.</p> <p>The assessment covers six areas: language and literacy, mathematics, science, social studies, physical well-being and motor development, and social foundations, which include social and emotional development and approaches toward learning. Students will be assessed the following ways:</p> <ul style="list-style-type: none"> • Observation - Teachers will use a rubric with three description levels for the skill(s) being measured. • Selected response questions – Teachers have a scripted prompt that could include a story or pictures and a question with answer choices. • Performance tasks- These require an action or verbal response from the child in response to a scripted prompt, such as producing a rhyming word. The school will use the information gathered from this assessment to inform instruction and provide academic, functional, and behavior interventions to any student not meeting expectations. <p>Third Grade Reading Guarantee</p> <p>The School will put a greater emphasis on reading instruction and intervention in the early grades as required by the Third Grade Reading Guarantee. The School will use two diagnostic assessments to help inform instruction, measure impact and evaluate our performance: The Ohio Diagnostic Assessments and Measure of Academic Progress. These assessments have been selected to provide reliable and valid data to teachers in a timely manner. The primary purpose of the Ohio Diagnostic Assessments is to provide a tool for teachers to identify skills areas where students are on track and do not need intervention and where intervention is required. It also allows teachers to check the progress of their students toward meeting the standards. The School will use the</p>		

MAP to establish annual baseline data, identify students' strengths and needs, and compare students' academic progress. The data collected from the administration and review of the diagnostic assessments will allow teachers to identify the strengths and needs of their students early in the year. If the diagnostic assessments show that the student is not on track to read at grade level by the end of the year, the School will provide parents a written notice detailing a descriptive intervention and instruction plan for their student. The School will immediately begin targeted reading intervention and develop a reading improvement and monitoring plan. Credentialed teachers will use this information to identify content, knowledge, and skills for whole class instruction; to identify individuals and groups of students who may need direct, targeted instruction; and to identify specific skills that can be integrated within the project and theme that students need to practice and reinforce. Additionally, these identified skills should expand the students' abilities and help them achieve progress.

Ohio Test of English Language Acquisition (OTELA)

State and federal law require an annual assessment of K-12 Limited English Proficient (LEP) students to measure their English language proficiency. The Ohio Test of English Language Acquisition (OTELA) is the assessment used for testing English language proficiency for Ohio LEP students in Grades K-12. The OTELA is based on the test item banks and scales from the English Language Development Assessment (ELDA), which was used in Ohio Grades 3-12 in 2005, and Grades K-2 in 2006. ELDA is a test product for English language proficiency assessment developed through the Council of Chief State School Officers (CCSSO). Ohio was one member of a multi-state collaborative effort to develop and field test the ELDA. Field tests of ELDA items and forms were conducted in 2004, 2005 and 2006. In 2005, Ohio conducted a statewide census field test of the ELDA in Grades 3-12 and a census field test of grades K-2 in 2006. The OTELA differs from ELDA in that it is comprised of shorter forms (fewer test items) for each tested domain. These shorter OTELA forms address the same English Language Proficiency standards and are of comparable reliability. ODE estimates that the overall test administration time required for the OTELA forms will be less than 40 percent of that required for the full-length ELDA test forms.

 Local Assessments	6.5	3) Identify any local assessments such as diagnostics used for prevention and intervention that will be utilized. Discuss rationale for test selection, purpose, and the timelines for implementation.
<p>Locally Determined Measures – For subjects where traditional assessments are not an option (such as art or music), the School has established a process to create locally determined measures, including student learning objectives, to measure student progress. The measures for student learning objectives may include district-approved, locally developed assessments, pre/post assessments, performance-based assessments, and portfolios. Rubrics will be established to set expectations, improve student work, and provide feedback to students about their work in specific areas of a project.</p> <p>Teacher developed summative assessments such as quizzes, tests, and classroom-based assessments provide a variety of information about students' abilities, progress, and needs. The assessments are designed by teachers based on classroom and student needs; and School, class, and student goals. The variety of formats, which may include, but is not limited to multiple choice, short answer, essay, etc.</p> <p>Informal assessments such as running records are used to inform and improve instruction. Designed by teachers, the assessments are based on classroom and student needs.</p> <p>Authentic assessments, such as project work is used to inform and improve instruction, and provide students with feedback to help them reflect on their current standing and needs to meet the expected goals. Designed by teachers, authentic assessments are based on classroom and student needs as well as and</p>		

School, class, and student goals.

Ohio Diagnostic Assessments



The School will administer Ohio Diagnostic Assessments in grades K-3. Each assessment will be administered two times per school year. An initial screener will be given early in the school year, and the full measure will be used to assess end of year skills. The math assessment will be administered in First and Second Grade. Writing is assessed in First, Second, and Third Grades at least once a year. Reading will be assessed in Kindergarten through Third Grade. Ohio's diagnostic assessments are aligned to Ohio's Learning Standards.

The purpose of this tool is to check the progress of students towards meeting state standards. By utilizing the diagnostic tools, the school will be able to measure individual student performance over the period of the school year. With this data, teachers will be able to better plan instruction early in the school year, and make adjustments to instructional methods. For each student who is shown to be not on-track, the School will begin an intervention program specific to the student's area of weakness. By supporting low performing students and having greater knowledge of students, the School will improve its performance on K-3 Literacy and Math goals. The diagnostic assessments have four components:

- Short Screening Measure is used to quickly determine whether students are on track to meet end-of-year expectations.
- Screening Measure is used to identify students who may be at risk and need early intervention to learn successfully at their grade level.
- Diagnostic Measure is used to identify students' strengths and needs for continued success in meeting the standards.
- Kindergarten and Grade 1 assessments are largely individually administered with some small-group activities, whereas Grades 2-3 are mostly large-group administrations with some small-group activities.

Wilson Reading System Assessments

WIST. The WIST is typically administered in the Fall and Spring, but can be administered at any point throughout the year to track growth. Spelling (Regular and Irregular Words) Assessments and TOSWRF (Word Reading Fluency) are administered to students in grades 4-8 that score below 60th percentile on NWEA in the Fall. Within the Wilson Reading program, students are given assessments at the end of each unit to check mastery of skills, prior to moving on to the next unit. Foundations Assessment are given at the end of each Foundations Unit. Currently, 80 % of class must score 80% or higher in order to progress to next unit. Students scoring below the 80th percentile are placed in small group for second dose of Foundations in targeted area of weakness. Staff can utilize probes for students that are receiving targeted intervention in the area of Phonics and Phonemic Awareness, can administer weekly, bi weekly, monthly (depending on level of intervention intensity) probes. Along with the MAP data, in grades 4-8, teachers give additional assessments within the Wilson program to identify students that qualify for further reading intervention. After administering and analyzing those assessments, teachers can better identify who qualifies for Just Words or Wilson Reading, along with the students that need targeted Fluency or Comprehension. Just Words has built in Unit Assessments to monitor student progress towards a specific skill. For grades K-8, any student below 60th percentile is screened for Just Words. Typically, students who score below the 10th percentile are considered for the Wilson Reading System. Small group progress monitoring data is constantly analyzed during teacher-based teams, data talks, and group meetings, along with targeted trouble areas can change throughout the year. Students in Just Words, minimum 3 days a week for 45 minutes, are given an assessment at the end of each Unit.

 Formative Assessment Practices		4) Describe the process for developing formative assessment practices, sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection, and professional development.
<p>Formative assessments also have a place at the School and provide the information needed to adjust teaching and learning in real time. The process serves as practice for the student and a check for understanding during the learning process. The formative assessment process guides teachers in making decisions about future instruction. Examples of formative assessments that you may observe on any given day at the School are as follows: Observations, Questioning, Discussion, Exit/Admit Slips, Learning/Response Logs, Graphic Organizers, Peer/Self Assessments, Practice Presentations, Visual Representations, Kinesthetic Assessments, Individual Whiteboards, Laundry Day, Four Corners, Constructive Quizzes, Think Pair Share, Appointment Clock, As I See It, and Online Assessment through McGraw Hill. Assessments such as the NWEA have been rolled out in a series of trainings for small groups. NWEA will be followed each testing session with additional training and ongoing support at the classroom level to ensure data is driving instruction for each student, each day.</p> <p>Formative assessments will be the basis for adjusting the education program by the Response to Intervention (RTI) and teacher-based teams (TBTs) for each student in order to improve academic performance. Assessments will be utilized by the RTI School-based Leadership Team that consists of the Principal, Intervention Specialist, title teacher, classroom teachers, and parents (as needed). An instructional and intervention plan will be created and tailored to each student's specific needs which will include timeline of follow up formative assessments to ensure student growth. The plan will be utilized to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal.</p> <p>Through teacher-based teams (TBTs), data is shared across grade levels. As a part of the Ohio 5-Step Process, formative assessment is analyzed by Teacher Based Teams (TBTs), which meet every other Monday afternoon to discuss data and share ideas. The TBTs process is evaluated each month by the CSLT during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes. In October, February, and May growth data is reviewed in TBTs with the school academic coach. That data is the basis of coaching cycles throughout the remainder of the next quarter. The TBTs process is then reviewed on a regional level by the Regional Curriculum Team in efforts to ensure where additional training is needed. The CSLT meets each Wednesday afternoon to discuss the OIP, Race to the Top, pertinent policies and procedures throughout the building, and is beginning to discuss the information collected from the 5 Step Process forms to provide advice and feedback for the TBTs. The Regional Curriculum Team meets each summer to review the progress of the CSLT and to determine what professional development would be beneficial for the Leadership Team.</p> <p>Formative assessments can include local, state, and nationally norm referenced assessments.</p>		
 Non-Academic Measures	6.5	5) Describe non-academic measures such as part and student interest surveys, etc. that might inform school practice and program effectiveness.

Surveys

Parent. The School is committed to ensure that the communication received from parents is handled effectively. At or near the end of the school year, parents will be asked to complete a comprehensive satisfaction survey designed to assist the School in assessing areas where improvement may be necessary. The survey gives our teachers and leaders critical feedback that will lead to increased parent satisfaction. Parents are also afforded the opportunity to provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings. Feedback on all aspects of school operations is welcome.

Student. Additionally, the School will measure and evaluate other non-academic statistics including year-to-year student enrollment figures, student daily attendance averages as well as student surveys. As the School pursues the mission, it is important to seek and maintain the feedback of our primary stakeholder, the students. Monitoring student opinions about academic progress, environment, teachers, support structure, and academic program provides the data needed to provide an optimal academic model. Information from surveys assist leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. Listed below is an example of a student survey that may be used.

Student Survey

Grade:

Gender:

Please indicate how strongly you agree or disagree with each of the following statements by circling the appropriate number on a scale of 1 (strongly disagree) to 5 (strongly agree) next to the statement.

	Scale				
	<u>Strongly disagree</u>	<u>Disagree</u>	<u>Neutral</u>	<u>Agree</u>	<u>Strongly agree</u>
1. I am making academic gains in math and reading.	1	2	<u>3</u>	<u>4</u>	<u>5</u>
2. My teachers and principal support my academic goals.	1	2	<u>3</u>	<u>4</u>	<u>5</u>
3. I believe that my school has an environment that supports student achievement.	1	2	<u>3</u>	<u>4</u>	<u>5</u>

4. I am safe and secure in my school.	1	2	<u>3</u>	<u>4</u>	<u>5</u>
5. My principal and teachers assist in helping me solve academic and personal problems.	1	2	<u>3</u>	<u>4</u>	<u>5</u>
6. I have become more mature during my time at school.	1	2	<u>3</u>	<u>4</u>	<u>5</u>

Teacher. The School goal is to continuously provide an environment that supports teaching. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey.

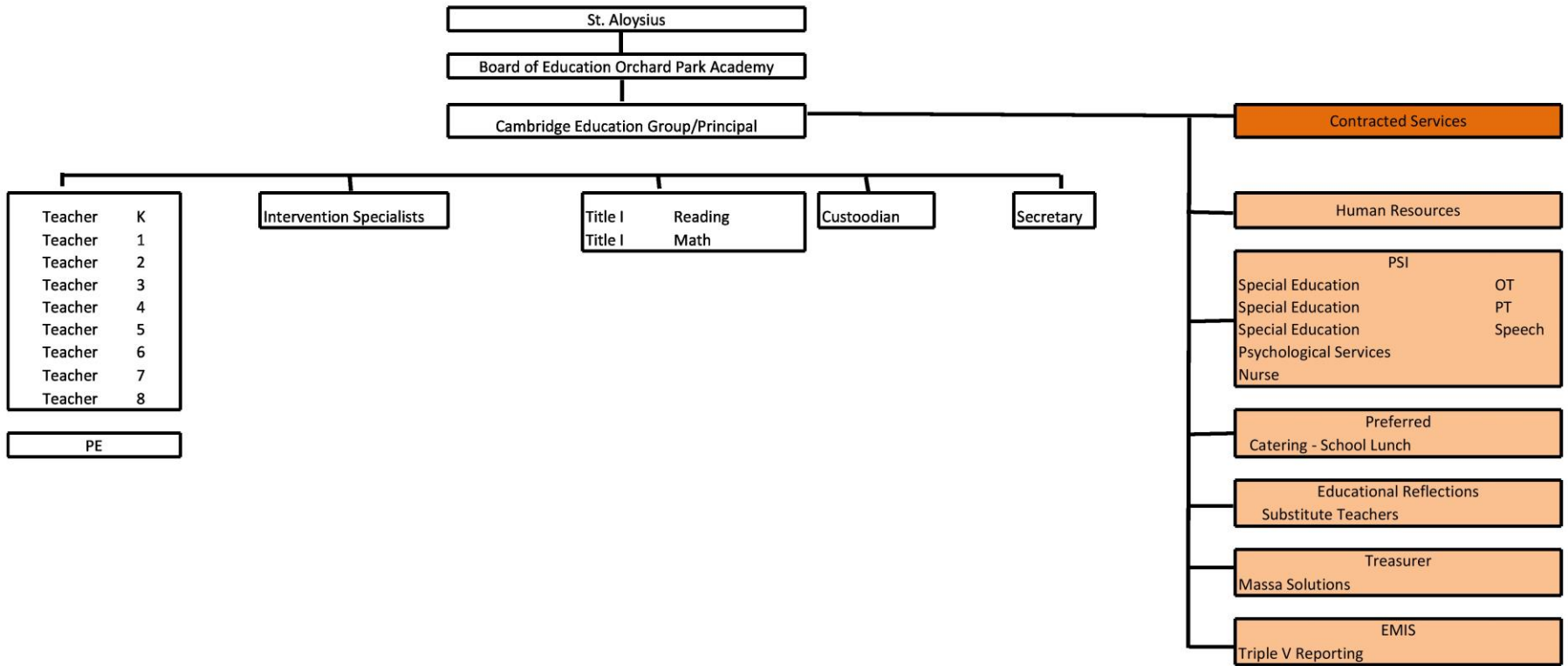
8.1 Employment


Personnel and understanding of roles and are responsibilities are critical for successful school operation.

 Organizational Chart

8.1

1) Provide the school’s organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).



 Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of the school staff that align to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e., speech and language pathologist, school psychologist, etc.), e) other.
Employment of Staff		
Roles and Responsibilities		
Principal		
<u>Job Purpose:</u>		
<p>The Principal is responsible for providing, contractual accountability, and day-to-day leadership of educational and operational activities of the School. This includes the recruiting, hiring, supervision, evaluation, and development of staff; maintenance of a safe environment conducive to teaching and learning; assurance of effective delivery and improvement of instruction; enforcement of the school’s policies and procedures; safety of students; and implementation of student disciplinary measures when necessary.</p>		
<u>Responsibilities:</u>		
<ul style="list-style-type: none"> • Executing and administering the policies of the School, as set by the board of trustees • Supervising any administrators, teachers, or other staff whose job descriptions designate that they report directly to the Principal • Hiring, evaluating, and terminating as necessary and appropriate, of all other employees of the School • Supervising the preparation and administration of the annual budget as approved by the board • Monthly reporting to the board • Overseeing the external operations of the School, such as enrollment, fundraising, marketing, relations with the charter authorizer, and communication with the school’s constituencies • Overseeing the curricular and co-curricular programs of the School, including focused effort on improving student achievement • Overseeing the academic and social progress of the students and responding to students’ needs and transgressions consistent with the School’s philosophy and with applicable laws • Modeling the mission and philosophy of the School • Supervise on-going development of teaching for all staff by observing and implementing: <ul style="list-style-type: none"> ○ Lesson observations ○ Regular use of data ○ Collaborative planning and inquiry ○ Informal support strategies including coaching and mentoring ○ Systematic use of formative assessment data to guide learning support and drive 		

- Provide strategic leadership for school improvement and development
- Coordinate professional development workshops for all staff
- Maintain facilities in the appropriate manner and follow the appropriate procedures to remediate issues
- Interview, evaluate, and hire, through the appropriate processes, staff without discrimination
- Collaborate with colleagues demonstrating a model of connected educators and develop positive working relationships with students, parents, and school staff
- Be part of a whole school team, actively involved in decision-making on the preparation and development of policies and programs of study, teaching materials, resources, methods of teaching and pastoral arrangements

Qualifications:

- Master's degree in Educational Leadership (Administrative certification welcomed but not mandatory)
- 3–5 years' experience as a school leader with significant areas of responsibility
- Teaching experience
- Excellent communication, leadership, and presentation skills
- Strong interpersonal skills
- Experience in providing professional development trainings in areas of school improvement
- A demonstrated record of success
- Passion for working with, and teaching, youth of various social, educational, and economic backgrounds and levels
- Willingness to go above and beyond to support students in achieving academic goals
- Commitment to continued personal and professional growth
- Proficiency in the use of technology

Assistant Principal

Reports to: Principal

Job Purpose

The Assistant Principal is responsible for managing the academic progress of students; maintaining a climate conducive to teaching and learning; assuring effective delivery and improvement of instruction; supervising, mentoring, and developing instructional staff; and ensuring that the school meets its defined goals. The Assistant Principal will model and enforce the policies and procedures of the School. The Assistant Principal reports to the Principal and assists the Principal with all of the educational and operational aspects of the School.

Responsibilities:

Supports the School Principal and serves as Acting Principal in their absence

- Assist in providing strategic leadership for school improvement and development

- Support daily school operations regarding academics, day-to-day activities, security and staffing to ensure a successful school
- Ensure an orderly, motivational and aspirational culture and a strong school community where teaching, learning and healthy relationships can thrive
- Ethical and motivational leadership appropriate to the cultural and political context in which the school operates
- Align students, teachers, staff, and parents around the company's values and approach
- Develop mutually supportive relationships with parents, characterized by good communication strategies and the intent to involve parents
- Maintain professional internal and external relations with the board, donors and local and national community demonstrating the school is well managed
- Implement consistent strategies for managing students with the most challenging behaviors in a deterring and therapeutic manner that does not allow disruption of the norms of the school and the learning of other students
- Enforce code of conduct to maintain proper discipline and conduct
- Assist Principal with development, support, and implementation of school policies Assistant Principal is responsible for the oversight and evaluation of all teaching faculty, curriculum design and improvement, coordination of classroom activities with internship activities, teacher professional development, and teacher assignment in close cooperation with the Principal.
- The position includes support of extracurricular activities, and the fulfillment of administrative duties as assigned by the Principal.
- Ensure high standards of achievement for all students
- Hold high expectations and be accountable for student behavior
- Utilize data-driven behavior management systems and practices to ensure consistent norms of orderly, respectful behavior throughout the school that preserve the sanctity of teaching and learning in the classroom
- Work with and assist the staff in the development of effective classroom discipline and organization
- Communicate relevant policies and procedures with regard to student discipline, conduct and attendance to students, staff and parents
- Participate and monitor the RTI process
- Support implementation of the instructional framework
- Partner with external organizations that enrich the culture of the school through service opportunities, life and cultural experiences, educational and support programs, and other resources

Qualifications:

- Bachelor's Degree in Education or related area. Master's Degree is preferred
- (Administrative certification welcomed but not mandatory)
- 1–2 years' experience as a school leader or in a leadership role
- Educational leadership experience or program management experience
- Experience setting and managing budgets
- Experience in communicating with diverse populations
- Excellent communication, leadership and presentation skills
- Strong interpersonal skills
- Teaching experience
- Demonstrated record of success

- Passion for working with, and teaching, youth of various social, educational, and economic backgrounds and levels
- Willingness to go above and beyond to support students in achieving academic goals
- Commitment to continued personal and professional growth

Intervention Specialist

Reports to: Principal

Job purpose:

The Special Education Teacher position is responsible for coaching, motivating, and instructing students with disabilities within the School's model with attention given to each student's Individual Education Plan (IEP). The Special Education Teacher will collaborate with general education teachers and support staff to ensure that each student's needs outlined in their IEP are being met and that the student is progressing. All lessons are aligned to state standards and are taught by the student's teacher with the Special Education Teacher acting in a support role. The Special Education Teacher will work directly with the school's Administrators to ensure that all Special Education paperwork and reporting requirements are in compliance with federal, state, and local school district regulations.

Responsibilities:

- Provides a learning environment that is team-oriented, student-centered, and aligned with the school's academic goals and specified objectives.
- Creates and or updates Individual Education Plans (IEP) for each of his/her students and uses this as the basis to track each student's academic performance.
- Acts as a mentor, facilitator, advocate, and coach to support, mentor, and guide students through their IEP using the technology and other resources available.
- Provides positive support for all students with disabilities within the School in conjunction with overseeing and monitoring individual student progress and the use of resources and equipment.
- Uses only forms or reporting records approved and /or adopted by the School.
- Maintains progress monitoring reports, IEP compliance, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and School policies and procedures.
- Collaborates with peers to develop, plan and implement best educational practices based upon the individual academic needs of the students and aligned with the goals of the School.
- Performs all other instructional and academic duties as deemed necessary, which are aligned in accordance with the School's policies and procedures that ensure educational goals are achieved.
- Maintains all ESE records and works collaboratively with school staff to ensure all records are in compliance.
- Serves as a member of the School's Student Study Team (SST).

Qualifications:

- Bachelor's Degree in Special Education or similar
- Appropriate Certifications and endorsements
- Positive work history

Teacher

Reports to: Principal

Job purpose:

The Teacher position is responsible for coaching, motivating, and instructing high school students within the School's model with attention given to each student's Individual Graduation Plan. All for-credit courses are aligned to state standards and are delivered in such a way to engage student learning, and accelerate the accumulation of credits through a mastery-based educational model. In many respects, the teacher acts more like a coach and mentor in this environment and is specifically focused on ensuring the success of his/her students.

Responsibilities:

- Provides a learning environment that is team-oriented, student-centered, and aligned with School academic goals and specified objectives.
- Creates Individual Pacing Guides for each of his/her students and uses this as the basis to track each student's academic performance.
- Provides positive support for all the students within the classroom in conjunction with overseeing and monitoring individual student progress and the use of resources and equipment.
- Appropriately enforces the School's Code of Conduct
- Provides direction and leadership within the classroom by displaying an effective working knowledge of the subject matter and by demonstrating best practices relating to teaching/instructional techniques.
- Maintains progress monitoring reports, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and school policies and procedures.
- Collaborates with colleagues to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with the goals of the school.
- Participates in professional development courses or activities to maintain appropriate certification or credentials based on position.

Qualifications:

- Bachelor's Degree
- Certification in appropriate area
- Excellent oral and written communication skills
- Proficient in educational and office technology
- Effective organizational skills with the ability to perform multiple tasks
- Satisfactory completion of criminal history check

Secretary

Reports to: Principal

Job purpose:

The Secretary will be responsible for the organization and co-ordination of office operations, procedures and resources to facilitate organizational effectiveness and efficiency and is responsible for supporting recruitment and successful enrollment of students.

Responsibilities:

- Communicate with customers, employees, and other individuals to answer questions, disseminate or explain information and address complaints
- Efficiently and effectively handle customer inquiries and complaints
- Maintain a safe and secure working environment
- Establish a presence in the community for outreach and recruiting purposes
- Support in providing enrollment counseling for incoming students and families
- If applicable, establish a rapport with local and regional high schools and/or colleges
- Participate in local community events to increase community awareness of the school and recruit enrollment
- Design, implement and maintain filing systems
- Establish and monitor procedures for record keeping
- Ensure security, integrity and confidentiality of data
- Design and implement office policies and procedures and maintain office supplies inventory
- Demonstrate dedication, commitment, good character, honesty, integrity, and professionalism
- Understand, abide by and implement the policies, directives and guidelines set forth by the management company

Qualifications:

- High school diploma
- 1–3 years of office experience and proven experience working with customers
- Supervisory experience a plus
- Knowledge of clerical practices and procedures
- Excellent communication skills and strong interpersonal skills
- Exceptional organizational and planning skills
- Exceptional work and time management
- Attention to detail and high level of accuracy
- Ability to take initiative and be flexible
- Demonstrated communication skills
- Commitment to continued personal and professional growth
- Proficiency in the use of technology

Custodian

Reports to: Principal

Responsibilities:

- Assumes responsibility for overall cleanliness of the school.
- Responsible for floors in classrooms, hallways, common areas, and offices.
- Responsible for cleaning and sanitizing lavatories.
- Receives and stores all deliveries.
- Orders necessary cleaning and toilet supplies.
- Performs other responsibilities as assigned by the Principal.
- Is familiar with the Academy's Emergency Response Plan.

Qualifications:

- Two years of experience in a maintenance position
- Thorough knowledge of building cleaning practices, supplies, and equipment.
- Ability to follow moderately difficult oral and written documents
- Dependability and demonstration of good judgment.

Contracted Services

The following contracted positions will be available to assist the students at Orchard Park Academy in need of the services. PSI-Solutions (PSI) will provide many of the behavioral services. PSI is an award winning organization that has provided special education and health needs to Ohio students for more thirty years.

EMIS Coordinator

Reports to: Principal

Job Purpose: The EMIS Coordinator's role involves a multifaceted process that will lead to an individual student's enrollment and submission of accurate EMIS data.

Responsibilities: In this role, an EMIS Coordinator has several primary responsibilities including:

- Enters all student information in all applicable state Department of Education data bases accurately and timely, including SOES, FLICS, and EMAD.
- Accurately enters and submits all school data for student count dates.
- Resolves student data errors by communicating with local public school districts quickly and accurately.
- Prepares for and participates in FTE reviews and other state and Sponsor audits.
- Resolves data issues that arise from internal corporate or state audits.
- Reports accurate and complete special education information into appropriate databases.
- Communicates with Special Education Department about student status.
- Maintains current knowledge of state reporting requirements.

- Demonstrates professionalism and courtesy when meeting with parents and students regarding issues related to enrollment.
- Tracks and follows up with all parents and/or students that have requested enrollment information and/or paperwork.
- Prepares and maintains all information packets related to student enrollment.
- Collects all required enrollment paperwork, creates student files and ensures compliance with all documentation required for enrollment (e.g. guardianship papers, proof of residency, immunization).
- Makes contact with and facilitates new student enrollment.
- Maintains a file of students who have been withdrawn for any reason; conducts and documents follow-up for re-enrollment.
- Maintain a working knowledge of computerized systems & applications.
- Demonstrates strong attention to detail, organized, accurate and meets required deadlines.
- Demonstrates excellent telephone skills
- Exhibits respectful, courteous and professionalism in communications with parents, students, staff and public.
- Provides daily, weekly and monthly reports as required or requested.

Qualifications:

- HS Diploma
- Experience in related field
- Experience with Student Information Systems
- Advanced computer literacy and skills
- Satisfactory completion of FBI and BCI checks and TB Test

School Treasurer

Reports to: Board of Directors

Job Purpose: The office of School Board Treasurer is held by the Governing Authority's designated Fiscal Officer. The overall duties of the Treasurer are outlined in the Board's Code of Regulations. The Fiscal Officer serves an Ex-Officio board member and does not carry voting.

Responsibilities:

- Serves as Fiscal Agent and manages cash receipts and disbursements for the Board as well as fulfilling the following services:
 - Basic financial services such as bookkeeping (e.g. bank reconciliation and electronic record keeping)
 - Reporting (e.g. appropriate annual state and federal filings)
 - Accounts payable (vendor invoicing and check writing)
 - Accounts receivable (e.g. sales invoicing and cash collections/deposits)
 - Serve as Board designated fiscal officer as required by Ohio Revised Code (ORC) and Sponsor
- Review, analyze and report to Board on financial data submitted by the management company. Process CCIP application(s), Final Expenditure Reports (FERs) and Project Cash Requests as submitted by Management Company subject to Board approval. Provide long term financial analysis and internal audits/reviews of Management Company as needed.
- Oversee and manage annual *ADS* audit.

- Attend Board meetings and committee meetings as needed.
- Provide client copies of all fiscal documents, monthly reports, and budgets prepared as requested or by date of regularly scheduled or called Board meeting.
- Fiscal agent will only authorize expenditure of funds in accordance with Board policy.
- Preparation of annual tax returns (990 and 1099)
- Preparation of Comprehensive Annual Financial Report
- Preparation of 5-year Forecast and Annual Budget

Physical Therapist

Job Purpose: The school physical therapist is a contract position who supports the education of students suspected of and/or diagnosed with disability in their least restrictive environment. The school physical therapist develops implements and coordinates a physical therapy program within the school; providing screening, evaluation and intervention services. Skilled provision of physical therapy prevents injury (acute or chronic) of both students and educational staff.

Responsibilities:

- Interpret assessment findings and appropriately convey information to parents and school teams
- Participate with the school team to develop Individualized Education Programs and Section 504 Plans
- Develop and implement intervention strategies
- Develop physical management plan for daily classroom routines and train staff in its safe implementation
- Plan for transition from school to community, preparing student to function independent from therapy service when targeted outcomes are achieved.
- Evaluate and report on student progress
- Communicate and consult with school staff, parents, administrators, physicians, community and other professionals
- Serve as resource to parent, school team, staff and administration on disabling conditions and their effects on education
- Collaborate with community based therapists and other healthcare providers for effective coordination of service
- Assess need and recommend assistive technology necessary for function at school
- Contribute to planning safe transportation of students with disability
- Provide consultation regarding emergency evacuation of students with disability
- Participate with improving school accessibility and planning environmental modification
- Maintain student service, administrative and other departmental records in accordance with the Physical Therapy Practice Act as well as school district, State and Federal policies

Qualifications:

- Two years of experience
- Participation in recent continuing education programs related to pediatrics or school based physical therapy
- Graduation from an accredited program of physical therapy.

- Certification to practice in Ohio as evidenced by current licensure as a physical therapist by the Ohio Board of Physical Therapy Examiners.

Occupational Therapist

Job Purpose: The Occupational Therapist is a contract position who collaborates with other disciplines to ensure team understanding of student occupational performance strengths and needs, through evaluation, educational program planning, and service delivery.

Responsibilities:

- Evaluates the student's ability and formulates the student's occupational profile through a variety of functional, behavioral, and standardized assessments, skilled observation, checklists, histories, and interviews
- Synthesizes evaluation results into a comprehensive written report which reflects strengths and barriers to student participation in the educational environment; directs program development; and guides evidence-based intervention
- Develops occupationally based intervention plans based on student needs and evaluation results
- Participates in multidisciplinary meetings to review evaluation results, integrate findings with other disciplines, offer recommendations, and develop individual education plans and intervention plans to achieve IEP goals
- Provides targeted, evidence-based therapeutic intervention to facilitate student participation and occupational performance within the school environment
- Consults with the school-based team to achieve student outcomes
- Ability to provide evidence based occupational therapy intervention to improve student's performance skills and participation
- Ability to adapt and modify environments, equipment, and materials including assistive technology
- Ability to plan, coordinate, and conduct continuing education for educational personnel, parents, and students
- Skill in effective oral and written communication

Qualifications:

- Have successfully completed and graduated from an accredited occupational therapy professional program recognized
- Two years of experience as an occupational therapist, preferably in school system or other pediatric practice setting
- Initial certification by National Board for Certification of Occupational Therapy
- Current license by the Ohio Board of Occupational Therapy

Speech Pathologist

The Speech Pathologist is a contracted position. Utilizing leadership, advocacy, and collaboration, the speech-language pathologists provide prevention, assessment, and remediation services for students who exhibit difficulties in the areas of language, speech, voice, and fluency. These services will be designed to help children meet their educational goals.

Responsibilities:

- Organizes a program that addresses local school speech-language goals.
- Cooperates with the School community to affect comprehensive services.
- Works cooperatively with School personnel to accomplish the goals and objectives of the School
- Schedules interventions using a variety of service delivery models, including classroom intervention, consultation/collaboration and pull-out as appropriate to meet student needs in the least restrictive environment.
- Collaborates with school personnel, such as teachers and psychologists, to best meet the needs of all students.
- Maintains records of the speech-language program and prepares periodic reports as required.
- Demonstrates knowledge of federal, state and local rules, regulations and laws.
- Conducts speech, language and hearing screenings.
- Serves on RTI/Individualized Education Program (IEP) team as appropriate.
- Administers formal and informal (ongoing & curriculum-based) assessments.
- Selects appropriate assessments based on individual student needs.
- Analyzes and interprets information to make recommendations regarding the need for speech-language services,
- Integrates data from a variety of assessment techniques and sources.
- Determines the effects of the student's impairment in regard to accessing the general curriculum.
- Presents and explains data to IEP Team.
- Provides information to parents and teachers about speech, language and hearing development.
- Modifies therapeutic instructional approaches and other functions from data gathered during therapy.
- Maintains confidentiality of information received.
- Makes recommendations and referrals for audiological/medical and related services.

Qualifications:

- Master's degree (MA/MS) in Communication Sciences and Disorders or Speech-Language Pathology Experience in related field
- Certification as a Speech Language Pathologist by the Ohio Department of Education
- Eligible for AHSA Certificate of Clinical Competence in Speech-Language Pathology
- Three years of experience as a Speech Pathologist

School Psychologist

The School Psychologist is a contracted position. The goals of the School Psychologist is to improve the academic achievement, behavior/social skills, and emotional well-being of all students in the School. The School Psychologist will exhibit a knowledge of child growth and development; theory and research on conditions that affect learning and behavior; of tests and measurement theory and foundations; and of community resources and services available for student assistance. The role will possess the ability to conduct comprehensive psychoeducational evaluations of students; to verbally communicate and consult effectively with parents, School personnel and the public; to communicate results of evaluation findings in written

reports and correspondence; to assist students, parents and School personnel in the resolution of problems in student learning, behavior and mental health; and ability to interact successfully with parents, school personnel, and administrators.

Responsibilities:

- Select, administer, score and interpret individual tests of intelligence, academic achievement, psychological processing and personality and attitudes to referred students.
- Analyze evaluation data, student records and information pertinent to student learning, and formulate hypotheses and conclusions relating to learning and behavioral issues.
- Develop appropriate interventions and strategies to assist individual students in academic growth and school adjustment.
- Conduct informal and formal observations of students as part of the evaluation process
- Participate in the periodic reevaluation of students with disabilities who are served in special education programs.
- Provide consultation on an on-going basis to teachers, parents and other School personnel to resolve students' learning and behavioral problems.
- Provide training and assistance in intervention techniques and strategies designed to improve student success in the School setting.
- Participate as a member of School educational planning teams to develop assistance plans for students.
- Participate in the development of accommodation plans for students eligible for 504 services.

Qualifications:

- Master's degree from an accredited educational institution
- Certification as a School Psychologist by the Ohio Department of Education
- Three (3) years of previous experience as a school psychologist

School Nurse

Manage and coordinate the assigned school's health services program based on requirements established by school policies, procedures, and protocols, and by local, state and national regulations and statutes; maintain and operate the school clinic.

Responsibilities:


- Ensure compliance with procedures, protocols, and other instructions provided by the coordinator of health services or contained in division manual and protocols
- Provide nursing care and physical screening to students; assess students and implement first aid measures for students as needed.
- Assume responsibility for appropriate assessment, planning, intervention, evaluation, management, and referral activities for students.
- Implement and record required screening programs; notify parents when further medical evaluation is indicated.
- Establish and update health and immunization records.
- Initiate emergency procedures for students and staff as needed.
- Develop Individual Health Care Plans and 504 Plans for students on a case by case basis.
- Complete the preliminary nursing assessments and assist the physician with the child

study physical examinations for students in the child study process.

- Orient the staff and teach specific medical procedures for the evaluation and maintenance of the medically involved student in the classroom.
 - Present, train and maintain appropriate standards from OSHA regarding contact with, and possible exposure to blood borne pathogens and other potentially infectious body materials within the school or employment setting.
 - Act as a liaison between the school, home health department professionals, and other community agencies.
 - Coordinate presentations by various agencies and professionals on pertinent health care topics for school staff. □
- Maintain clinic equipment and assesses the need for consumable supplies on an annual basis.

Qualifications

- Possession of a current license to practice professional nursing in Ohio.
- Three years experience as a professional registered nurse.
- Certification as required by the Department of Education.
- A baccalaureate degree is required. If a candidate does not have a BS degree, he/she must be matriculating in a program to gain a bachelor's degree when applying for certification. The degree can be in nursing or a related field.

 Recruitment and Retention Plan	8.1	3) Describe the plan to recruit and retain highly qualified personnel including how the school will meet goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators - see ODE's website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.
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Recruitment

Recruitment and retention of experienced and qualified human capital is a requirement for any school serving an at-risk population of students. The School is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that conform to our mission, vision and goals. All available job postings are listed through the ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The School seeks to recruit qualified candidates that reflect the demographic profile of the students and places job postings in target community areas with diverse populations.

In the process of hiring, qualified candidates are screened by a building level team that typically includes the Principal, assistant Principal, and a similar content area instructor, if possible/applicable. Candidates are interviewed and evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing which may be contacted for further input either before or after the first formal interview. Before offering a position to a candidate, likely hires are asked to tour the building and shadow for at least one academic session. This real-time interaction better ensures that the candidate is a good fit for the position as the candidate can examine how the school operates while the leadership team can observe how the candidate interacts with students and other staff. This strategy has proved to be effective with numerous recent

hires.

All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. These descriptions were compiled by representatives of the charter management organization and appropriate building leadership representatives. Additionally, all teaching hires must have a valid Ohio teaching license and all staff must have a clean FBI, BCII background checks completed before taking the job. In terms of retaining high quality personnel, the school is committed to utilizing professional development programs that are appropriate for our model of teaching. As most professional development programs are designed for the traditional setting, the School will often adapt ideas from existing models to emphasize our core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for our students, and mentoring.

Retention

To retain high quality personnel, the school is committed to utilizing professional development programs that are appropriate for our model of teaching. As most professional development programs are designed for the traditional setting, the School will often adapt ideas from existing models to emphasize the core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for our students, and mentoring.

The School's weekly teacher-based team meetings and Response-to-Intervention meetings serve as building level PLCs. These meetings focus on best practices and integration of strategies for students who are not meeting expectations. Teachers will update and continue to communicate regarding at-risk students via email and informal conferences until student expectations are met. Generally, the team utilizes the Check-And-Connect model, a research-based intervention strategy, to monitor student progress. Monthly Building Level Leadership Team meetings reserve time to discuss any outstanding student issues.

Further, members of the Building Level Leadership Team, in conjunction with the LPDC building chairperson, meet regularly with all teachers whose licenses fall under the Residency Program for new educators. Additional support and information for any teachers under these residency license requirements is available through the compliance consultant employed by the charter management organization. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program.

The charter management organization looks to guarantee the quality of teachers in each of its building through regular formal and informal personnel reviews. The charter management organization has issued a standardized performance matrix which is distributed to all staff first for a self-evaluation. This evaluation is submitted to the building Principal who compares the self-assessment against his/her assessment. Results are shared with each team member through a private conference. The purpose of the evaluations is not to be punitive, but to target and measure areas of growth and improvement for the coming year.

All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. All staff is given the opportunity to earn additional PTO by volunteering time for coverage events and activities that fall outside the bounds of

the normal work day. PTO is issued at the discretion of the Principal. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership avail themselves to staff to discuss any suggestions or concerns that could help improve the School and its students.

The School will create a safe, technology rich environment that provides exceptional teachers and leaders for all students. To meet goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators, the School will employ 100% Highly Qualified Teachers at ratios that meet or exceed the requirements set by both Ohio Department of Education and the management agreement. The School will ensure that poor and minority students have equitable access to excellent educators, by implementing measures that align with Ohio's identified four main strategies:

1. Strengthen educator preparation;
2. Target hiring and deployment barriers;
3. Improve teaching and learning conditions; and
4. Provide data to encourage strategic staffing and educator development.

To prevent "ineffective teachers," throughout the school year, instructional staff will be engaged in High Quality Professional Development activities focused around our instructional methods, data driven decisions based upon formative and summative assessments, and Response To Intervention team. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the School and the students. To counteract the draw to teach at an independent or wealthy suburban school district, teachers will also be offered competitive bonuses based on student growth in math, reading, science, and social studies; overall academic skills; and overall commitment to the values of the organization. The School will provide early hiring timelines to help assure effective and qualified teachers are hired.

The School will engage in the search for **experienced** and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from our currently satisfied teachers. The School will utilize community organizations, minority civic and professional groups, and diverse media outlets to engage staffing applicants that reflect the minority population of the students.



 Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school.
<p>The student to teacher ratio of the school is 29 to 1.</p>		
 Staffing Plan for Projected Enrollment	8.1	5) Describe staffing plan based on projected enrollment. Differentiate between certified teaching, para-teaching, and non-licensed staff.
<p>Current professional development and staffing budgets have the necessary resources allocated to ensure School leadership can hire and train a high quality staff. The 5-year forecast projects increased staffing and professional development allocations as enrollment increases on an as needed basis. The staffing</p>		

chart is listed below.

Orchard Park Academy Staffing Model

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K	25	25	50	50	50
1	25	25	50	50	50
2	25	25	50	50	50
3	20	25	25	50	50
4	18	20	25	20	50
5	15	18	20	25	20
6	15	15	18	20	25
7	15	15	15	18	20
8	15	15	15	15	18
	173	183	268	298	333

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K	1	1	2	2	2
1	1	1	2	2	2
2	1	1	2	2	2
3	1	1	1	2	2
4	1	1	1	1	2
5	1	1	1	1	1
6	1	1	1	1	1
7	1	1	1	1	1
8	1	1	1	1	1
Regular Ed Teachers	9	9	12	13	14
Special Education	1.62	1.71	2.51	2.8	3.12
Title	2 (1 Read/1 Math)	2 (1 Read/1 Math)	4 (2 Read/2 Math)	4 (2 Read/2 Math)	4 (2 Read/2 Math)
PE	1	1	1	1	1
Para Professional	1	1	2	2	2

Levels of Tiered Intervention Overview

Elements	Tier 1 Primary Prevention Core Instruction	Tier 1 Primary Prevention Classroom Intervention Core +Classroom Intervention	Tier 2 Supplemental Intervention Core + Supplemental Instruction	Tier 3 Intensive Intervention Core + Supplemental and/or intensive
Size of Instructional Group	Whole Class, Differentiated or Flexible Grouping	Small Group-Up to 6 students	Small Group (3-5 students)	Individualized or Small group instruction (1-3)
Cut Point/Entrance Criteria	All students	Any student scoring between the 40 th percentile and 59 th percentile on NWEA screener **	Varies but typically 3 data points below grade level NWEA MAP percentile score between 20 th - 39 th .	Students scoring below the 20 th percentile on their universal screener
Frequency of Intervention Provided	90 Minute Block, daily	Minimum 3 times a week, at least 20 minutes	Minimum 3 days a week, 20-30 minutes	Minimum 4 days a week, minimum 30 minutes
Duration of Intervention	School Year	Minimum of 4- 6 weeks	Minimum of 4- 6 weeks	Minimum of 4- 6 weeks
Intervention Integrity	Daily Lesson Plans, Observations	Daily Lesson plans, Intervention Log , Progress Monitoring Data	Intervention Log , Progress Monitoring Data	Intervention Log , Progress Monitoring Data
Intervention Tools	Daily Instruction, Differentiation	Foundations 2 nd Dose, Foundations Fluency Kit, Just Words Program, online Google database	Foundations: 2 nd Dose, Fluency Kit, Just Words Program Just Words Program, online Google database	Foundations: 2 nd Dose, Fluency Kit, Just Words Program, Wilson Reading, online Google database
Frequency of Progress Monitoring	Screening Measures 3 times a year	Varies, every 2-3 weeks	Minimum once every two weeks	Minimum weekly
Progress Monitoring Tools	Curriculum Based Assessments, Foundations Unit Assessments, Exit Tickets, Etc.	Foundations Unit Assessments, Foundations Fluency, Easy CBM, Foundations/Just Words Progress Monitoring	Foundations Unit Assessments, Foundations Fluency, Foundations/Just Words Progress Monitoring, Easy CBM	Wilson Assessments, Foundations Unit Assessments, Foundations Fluency, Foundations/Just Words Progress Monitoring, Easy CBM
Procedures for Adjusting Intervention		TBT collaboration, RTI team referral	TBT collaboration, RTI Meetings, Frequent Communication between Tier 1 and Tier 2 provider	TBT collaboration, RTI Meetings, Frequent Communication between all Tier providers

****Technically all students below the 60th percentile should also be receiving interventions in the classroom, in addition to any supplemental service that may be provided.***

Time Frame	Standard and Benchmark	Standard Descriptors	Activities
Weeks 1 through 2	The first weeks of the school year should be used to teach your classroom behavior goals, set high expectations, build rapport, go over the rules and procedures of the class.		
Weeks 3 through 6	<p>Standard 4: Exhibits responsible personal and social behavior that respects self and others</p> <p>Benchmark A: Know and follow procedures and safe practices</p>	<p>K.4A.1: Respond positively to reminders of appropriate safety procedures K.4A.2: Follow directions and handle equipment safely K.4A.4: Explain rules related to safety and activity-specific procedures</p> <p>1.4A.1: Respond positively to reminders of appropriate safety procedures 1.4A.2: Follow directions and handle equipment safely 1.4A.4: Explain rules related to safety and activity-specific procedures</p> <p>2.4A.1: Respond positively to reminders of appropriate safety procedures 2.4A.2: Follow directions and handle equipment safely 2.4A.4: Explain rules related to safety and activity-specific procedures</p>	<ul style="list-style-type: none"> • Spatial Awareness • Body Awareness • Forms of tag • Ice breaker games • Go through warm-ups and stretches

<p style="text-align: center;">Weeks 7-10</p>	<p>Standard 1: Demonstrates competency in a variety of motor skills and movement patterns</p> <p>Benchmark A: Demonstrate locomotor and non-locomotor skills in a variety of ways</p>	<p>K.1A.1: Demonstrate walk, run and slide locomotor skills using critical elements. K.1A.2: Explore locomotor skills of jump, gallop, skip, hop, and leap in a stable environment. K.1A.3: Use non-locomotor skills (e.g. bend, twist turn, sway, stretch) in exploratory and a stable environment K.1A.4: Balance using a variety of body parts (e.g. 1/2/3/4 point balances) and body shapes (e.g. wide, narrow, twisted). K.1A.5: Transfer weight by rocking and rolling K.1A.6: Move in time with a changing beat (e.g. music, drum, clap, stomp)</p> <p>1.1A.1: Demonstrate gallop and hop locomotor skills using critical elements 1.1A.2: Perform locomotor skills (e.g. walk, run, gallop, slide, hop) while changing pathway, direction and/or speed. 1.1A.3: Use non-locomotor skills in exploratory and controlled settings and in response to verbal and non-verbal (e.g. mirroring or matching partner) stimuli 1.1A.4: Balance in a variety of ways using equipment (e.g. balance ball or board) and/or apparatus (e.g. beam or box).</p>	<ul style="list-style-type: none"> • Relays • Tag games • Simon Says • Rock, Paper, Scissors with your body – balancing and rolling • Dice game – cardio dice • Red light green light • Parachute – balance under chute before it comes down
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		<p>1.1A.5: Perform a variety of different rocking (e.g. forward/backward, side/side) and rolling skills (e.g. log, egg, parachute, circle, shoulder)</p> <p>1.1A.6: Move to a rhythmic beat or pattern</p> <p>2.1A.1: Demonstrate all fundamental locomotor skills (walk, run, slide, gallop, hop, skip, jump, leap) using critical elements</p> <p>2.2A.2: Perform combinations of locomotor, non-locomotor, weight transfer and static and dynamic balance skills</p> <p>2.2A.3: Perform combinations of non-locomotor and locomotor skills in a movement pattern.</p> <p>2.2A.4: Demonstrate static and balance skills as part of a movement pattern</p> <p>2.2A.5: Perform combinations of rolling and balance skills</p> <p>2.2A.6: Perform rhythmic dance steps and sequences</p>	
<p style="text-align: center;">Weeks 11-16</p>	<p>Standard 1: Demonstrates competency in a variety of motor skills and movement patterns</p> <p>Benchmark B: Demonstrate developing control of fundamental manipulative skills</p>	<p>K.1B.1: Throw objects in a variety of ways to oneself</p> <p>K.1B.2: Catch a bounced ball</p> <p>K.1B.5: Dribble objects with the hand in a closed or stable environment</p> <p>1.1B.1: Throw using variations in time/force</p>	<ul style="list-style-type: none"> ● Basketball <ul style="list-style-type: none"> ○ Dribbling ○ Passing ○ Shooting ○ Concepts ○ Strategies ○ Knockouts ○ Obstacles

		<p>1.1B.2: Catch a self-tossed object with hands or an implement 1.1B.5: Dribble an object with hands and feet in a stable environment through self and general space</p> <p>2.1B.1: Throw overhand a variety of objects demonstrating a side orientation 2.1B.2: Catch objects coming from different directions, heights, and speed 2.1B.5: Dribble a ball with hands and feet using variations in speed, direction, pathway and relationship with objects</p>	<ul style="list-style-type: none"> ○ Two-on-Two games ○ Round Robin <p style="text-align: center;">Assessment time! Written test on basketball rules! Pre-test and Post-test on Basketball</p>
<p>Weeks 17-20</p>	<p>Standard 1: Demonstrates competency in a variety of motor skills and movement patterns</p> <p>Benchmark B: Demonstrate developing control of fundamental manipulative skills</p>	<p>K.1B.3: Use different body parts to strike a lightweight object (e.g. balloon) and keep it in the air. K.1B.4: Kick a stationary ball. K.1B.6 Roll a ball underhand</p> <p>1.1B.3: Strike an object (e.g. ball, balloon) using different body parts. 1.1B.4: Kick a ball for force using a backswing 1.1B.6: Roll a ball to a specified target</p> <p>2.1B.3: Strike a variety of objects with the hand or an implement with purpose to control force/direction</p>	<ul style="list-style-type: none"> ● Soccer ● Bowling ● Kickball ● Handball ● Ultimate Frisbee ● HR Derby

		<p>2.1B.4: Kick a rolled or moving ball with the laces for power</p> <p>2.1B.6: Roll a ball or object to a moving target</p>	
<p>Weeks 21-25</p>	<p>Standard 3: Demonstrates the knowledge and skills to achieve and maintain a health-enhancing level of physical activity and fitness</p> <p>Benchmark A: Describes current level of physical activity and identifies additional physical activity opportunities</p> <p>Benchmark B: Understand the principles, component's and practices of health-related physical fitness</p>	<p>K.3A.1: Recognize and differentiate between physical activity and inactivity</p> <p>K.3A.2: Track the amount of physical activity within physical education</p> <p>K.3A.3: Recognize that food provides energy for physical activity</p> <p>K.3B.1: Recognize activities that could be used to improve each component of health-related fitness.</p> <p>K.3B.2: Recognize that when one moves fast, the heart beats faster and breathing becomes faster.</p> <p>K.3B.3: Recognize the importance of muscular strength to support body weight</p> <p>K.3B.4: Identify ways to stretch muscles in the body</p> <p>1.3A.1: Identify opportunities for physical activity during the school day</p> <p>1.3A.2: Track the amount of physical activity within the school day</p> <p>1.3A.3: Differentiate between healthy and unhealthy food and</p>	<ul style="list-style-type: none"> • Healthy food relays • Target heart rate • Fitness stations • Obstacles • Cardio

		<p>beverage choices for physical activity</p> <p>1.3B.1: Identify activities that align with each component of health-related fitness 1.3B.2: Identify the heart as a muscle that grows stronger with exercise and physical activity 1.3B.3: Identify ways to strengthen muscles 1.3B.4: Identify ways to stretch muscles in the upper and lower body</p> <p>2.3A.1: Identify opportunities for physical activity at school, home and in the community 2.3A.2: Track the amount of physical activity within the school day and compare it to the recommendation for daily physical activity 2.3A.3: Suggest alternatives to unhealthy food and beverage choices related to physical activity</p> <p>2.3B.1: Recall activities that align with each component of health-related fitness 2.3B.2: Name activities that increase heart rate 2.3B.3: Identify activities to improve muscular strength 2.3B.4: Identify ways to stretch muscles in various parts of the body</p>	
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<p style="text-align: center;">Weeks 26-30</p>	<p>Standard 4: Exhibits responsible personal and social behavior that respects self and others</p> <p>Benchmark A: Know and follow procedures and safe practices</p> <p>Benchmark B: Demonstrate responsible behavior in physical activity settings</p>	<p>K.4A.1: Respond positively to reminders of appropriate safety procedures K.4A.2: Follow directions and handle equipment safely. K.4A.3: Work independently and safely in self and shared space K.4A.4: Explain rules related to safety and activity-specific procedures</p> <p>K.4B.1: Follow instructions and class procedures while participating in physical education activities K.4B.2: Demonstrate cooperation and consideration of others in partner and group physical activities K.4B.3: Demonstrate willingness to work with a variety of partners in physical education activities</p> <p>1.4A.1: Respond positively to reminders of appropriate safety and procedures 1.4A.2: Follow directions and handle equipment safely 1.4A.3: Work independently and complete activities 1.4A.4: Explain rules related to safety and activity-specific procedures</p> <p>1.4B.1: Follow instructions and class procedures while participating in physical education activities 1.4B.2: Describe examples of cooperation and sharing in a variety of physical activities 1.4B.3: Demonstrate consideration of others with varying skill or fitness</p>	<ul style="list-style-type: none"> • Musical hoops • Physical tic-tac-toe • Color cone • Four corners • Capture the flag • Parachute
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		<p>levels while participating in physical education activities</p> <p>2.4A.1: Respond positively to reminders of appropriate safety procedures 2.4A.2: Follow directions and handle equipment safely 2.4A.3: Complete activities and take responsibility for actions 2.4A.4: Explain rules related to safety and activity-specific procedures</p> <p>2.4B.1: Follow instructions and class procedures while participating in physical education activities 2.4B.2: Demonstrate cooperation with others when resolving conflicts 2.4B.3: Interact positively with others in partner and small group activities without regard to individual differences 2.4B.4: Take turns using equipment or performing a task</p>	
<p>Weeks 30-32</p>	<p>Standard 1: Demonstrates competency in a variety of motor skills and movement patterns</p> <p>Benchmark A: Demonstrate locomotor and non-locomotor skills in a variety of ways</p>	<p>K.1A.6: Move in time with a changing beat (e.g. music, drum, clap, stomp)</p> <p>1.1A.6: Move to a rhythmic beat or pattern</p> <p>2.1A.6: Pattern rhythmic dance steps and sequences</p>	<ul style="list-style-type: none"> ● Jump Rope ● Dance ● Jump Rope For Heart ● Skip it ● Hula Hoops ● Obstacle Course ● Line Dances ● Go Noodle ● Kids Bop

<p>Weeks 34-36</p>	<p>Standard 5: Recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction</p> <p>Benchmark A: Identifies health benefits as reasons to value physical activity</p> <p>Benchmark B: Identifies reasons to participate in physical activity</p>	<p>K.5A.1: Recognize physical activity has positive health benefits K.5B.1: Identify physical activities that are fun</p> <p>1.5A.1: Recognize more physical activity leads to additional health benefits 1.5B.1: identify why a physical activity is fun</p> <p>2.5A.1: Identify specific health benefits from participation in daily physical activity 2.5B.1: Discuss personal reasons (why?) for enjoying physical activity</p>	<p>Allow the class to choose their favorite activity and explain why it is their favorite</p> <p>Field Day!</p>
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Cambridge Education Group Lesson Plan Format

Teacher Name: Anna Bullard
Week of: Feb.21- February 24

Subject: Math and English Time:	Standard(s) List the code(s)	Objective: "I CAN" or "SWBAT"	Instructional Procedures (Include aspects from checklist when applicable: Anticipatory Set, Instructional Input, Modeling, Check for Understanding, Guided Practice, Independent Practice, Grouping/Differentiation, DOK, Materials)	Assessment (Pre/Post/Check for Understanding)
<p style="color: blue;">Tuesday (Date) 2/21/17</p> <p style="color: blue;">Math Block 10:05-11:30</p>	Standard(s): 3.NBT.2 (MAFS.3.NBT.1.1): Fluently add and subtract within 1,000. 3.0A.1 , 3.0A.3, 3.0A5 Operations and Algebraic Thinking. 3.0A7 Relating division and subtraction.	SWBAT: do repeated addition. SWBAT: Find the missing number in a problem. SWBAT: do repeated subtraction with division. SWBAT: Divide using fractions to simplify. SWBAT: Solve word problems using equal groupings.	10:05-10:20 Review Multiplication and division on boards. 2 digit multiplication place holder 0. Continue into simplifying fractions, and reviewing Perimeter and Area, Use division word problems. (Formative Assessment using markers on table) 10:20-10:40 Begin work in My Math Book 424-428 10:40-11:00 Students in small groups/ independent working will play table wars with coloring in fractions, and finding whole numbers. Measurement has begun, now we will use rulers to help with 12 inches in a foot, etc. 11:00- 11:30 I do: Math lesson on fractions finding greatest common factors, coloring in pie charts, finding	Pre-assessment: Quick Entry ticket. Post-Assessment: Collect independent page in My Math

whole numbers.

Students on own do 430

11:30- 11:45 Small Greatest to Least game giving students problems to solve using different equations.

12:30-12:50 Unit 3 Week 4
Resource: Teacher's Guide
McGraw Hill

Vocabulary: model, effective, example, observed, identical, similar, imitate, material

12:50- 1:20 Small Reading Groups By 4 levels

Books are no random since some students are reading quicker than others.

Yellow: DRA 12-20

Orange: DRA 20-30
Blue: DRA 28-38

Green: DRA 38-48

1:20- 2:00 I Do: I read Story
Whole Group: A sticky Idea
They Do: All Read with Me

Together Make a Story chart of Characters on board, students do at seats.
Continue chart with what the

			<p>characters do, say, or feel.</p> <p>They do: Answer questions from the story</p> <p>2:00- 2:15 Write using pre fixes and suffixes.</p> <p>2:15-2:30 Finish up before ART!!</p>	
<p>Wednesday (Date) 2/22/17</p> <p>10:05-11:30 Math Block</p>	<p>Standard(s):</p> <p>3.NBT.2 (MAFS.3.NBT.1.1): Fluently add within 1,000.</p> <p>3.0A.9 Identify arithmetic patterns within addition.</p> <p>3.0A4, 3.0A6</p> <p>Inverse operations and algebraic thinking.</p>	<p>SWBAT: Add within 1,000.</p> <p>SWBAT: find patterns with addition.</p> <p>SWBAT: do repeated addition for multiplication.</p> <p>SWBAT: do repeated subtraction.</p> <p>SWBAT: complete division sentences.</p> <p>SWBAT: complete fact families.</p>	<p>10:05-10:20 Review adding and subtracting fractions with simplifying, continue with division.</p> <p>(Formative Assessment using markers on table)</p> <p>10:20-10:40 Begin work in My Math Book Check My Progress 432-440</p> <p>10:40-11:00 Students in small groups/ independent working will complete page 440-448 work on fractions and reviewing multiplications and division.</p> <p>11:00- 11:30 I do: Game: One Move with a partner, then table wars for comprehension of multiplication and division along with the fact families, and fractions. They do: Play the game in V1</p> <p>11:30- 11:45 Homework Start/ Help from me Pages:</p>	<p>Pre-assessment: Formative on Table to see where lesson needs to go after quick review</p> <p>Post-Assessment: Quiz</p>

2/22/17

Reading Block

12:30-2:15

RL.3.3 (LAFS.3.RL.1.3): Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events.

W.3.2.A Introduce a topic and group related information together; include illustrations when useful to aiding comprehension.

SWBAT: Describe characters in a story and contribute in answering questions, who, what, where, when, why, and how.

SWBAT: Write by introducing a topic and group related ideas together in aiding in comprehension.

12:30-12:50 Unit 4 week 1
Resource: Teacher's Guide
McGraw Hill

Vocabulary: flavorful, luscious, expect, aroma, variety, healthful, graceful, interrupted

12:50- 1:20 Small Reading
Groups By 4 levels

Books are no random since
some students are reading
quicker than others.

Yellow: DRA 12-20

Orange: DRA 20-30
Blue: DRA 28-38

Green: DRA 38-48

1:20- 2:00 I Do: I read Story
Whole Group The Turtle and
the Box of Riches
They Do: All Read with Me

Together Make a Story chart
of Characters on board,
students do at seats.
Continue chart with what the
characters do, say, or feel.

They do: Answer questions
from the story

2:00- 2:15 Write using three
paragraph formation finding
research and finding

			<p>sources.</p> <p>2:15-2:30 Finish up</p>	
<p>Thursday (Date) 2/23/17</p> <p>10:05-11:30 Math Block</p>	<p>Standard(s):</p> <p>3.0A.9 Identify arithmetic patterns within addition.</p> <p>3.0A.1, 3.0A.3, 3.0A.8</p>	<p>SWBAT: Use addition to find patterns.</p> <p>SWBAT: do repeated addition.</p> <p>SWBAT:use a table for multiplication problems.</p> <p>SWBAT: complete repeated division problems.</p> <p>SWBAT: use fact families.</p>	<p>10:05-10:20 Review Money, Measurement, and skip counting, multiplication, division, fractions, graphing.</p> <p>10:20-10:40 Worksheet in small groups working on Area and Perimeter, fractions, division, measurement, multiplication, etc. review works.</p> <p>10:40-11:00 Students in V1 continue to review area and perimeter of triangles, rectangles, squares, and trapezoids.</p> <p>11:00- 11:30 I do: Game:</p>	<p>Pre-assessment: Formative on tables</p> <p>Post-Assessment: Notebook creating their own problems formative</p>

Reading Block 12:30-2:15

**RL.3.3 (LAFS.3.RL.1.3):
Describe characters
in a story (e.g., their traits,
motivations, or
feelings) and explain how
their actions
contribute to the sequence
of events.**

**W.3.2.A Introduce a topic
and group related
information together;
include illustrations when**

Balloon Poppers using
fractions, area, multiplication,
and division.

11:30- 11:45 Review Page
quick formative: 450-460

12:30-12:50 Unit 4 Week 1
Resource: Teacher's Guide
McGraw Hill

**Vocabulary: flavorful,
luscious, expect, aroma,
variety, healthful, graceful,
interrupted**

12:50- 1:20 Small Reading
Groups By 4 levels

Books are no random since
some students are reading
quicker than others.

Yellow: DRA 12-20

Orange: DRA 20-30

Blue: DRA 28-38

Green: DRA 38-48

1:20- 2:00 I Do:

Grammar Review

Synonyms, Verbs, Nouns,
Sentence Corrections,
Vocabulary in Context

	<p>useful to aiding comprehension.</p>	<p>SWBAT: Describe characters in a story and contribute in answering questions, who, what, where, when, why, and how.</p> <p>SWBAT: Write by introducing a topic and group related ideas together in aiding in comprehension.</p>	<p>2:00- 2:15 News ELA story and review on how to answer questions.</p> <p>2:15-2:30 Finish up</p>	
<p>Thursday 2/23/17</p> <p>Math Block 10:05-11:45</p> <p>Reading Block 12:30-2:30</p>	<p>3.0A.9 Identify arithmetic patterns within addition.</p> <p>RL.3.3 (LAFS.3.RL.1.3): Describe characters in a story (e.g., their traits, motivations, or</p>		<p>10:05-10:20 Review Perimeter and Area.</p> <p>10:20-10:50 Fractions Review</p> <p>10:50-11:15 Math review division, multiplication, word problems, etc.</p> <p>11:15-11:45 TEST</p> <p>12:30-1:00 Reading Groups</p> <p>4 Levels as listed above</p> <p>1:00-1:30 Comprehension McGraw Hill with questions Review. Practice test</p>	

feelings) and explain how their actions contribute to the sequence of events.

W.3.2.A Introduce a topic and group related information together; include illustrations when useful to aiding comprehension.

questions.

1:30-2:15 Comprehension Test 3.5

2:15-2:30 Vocabulary connections and decoding.

Attachment 6.3b2a_Curriculum List

6.3b1 Curriculum List			
Subject	Grade	Curriculum	Publisher
Math	K-5	My Math	McGraw-Hill
Math	6-8	Glencoe Math, Course 1, 2, and 3	McGraw-Hill
Math	K-8	Algebra 1	McGraw-Hill
Reading	K-6	Reading Wonders	McGraw-Hill
Reading	6 and 7	Study Sync	McGraw-Hill
Social Studies	6-8	Discovering World Geography: Eastern Hemisphere with World History, Ohio Edition Discovering Our Past: A History of the World, Ohio Edition Discovering Our Past: A History of the United States: Early Years	McGraw-Hill
Social Studies	Kindergarten	Networks: Living, Learning, and Working Together	McGraw-Hill
	1	Networks: Our Community and Beyond	McGraw-Hill
	2	Networks: Who We are as Americans	McGraw-Hill
	3	Networks: The United States: Communities and Neighborhoods	McGraw-Hill
Social Studies	4-5	Ohio Social Studies	McGraw-Hill
History	4-5	History (Historical Thinking and Skills), Geography (Spatial Thinking and Skills), Government (Civic Participation and Skills), and Economics (Economic Decision Making and Skills)	
Science	6-8	Intro to Physical Science Life Science Earth Science	McGraw-Hill
Science	K-5	Inspire Science	McGraw-Hill

Standards**READING**

READING: TEXT COMPLEXITY AND THE GROWTH OF COMPREHENSION. The Reading standards place equal emphasis on the sophistication of what students read and the skill with which they read. Standard 10 defines a grade-by-grade “staircase” of increasing text complexity that rises from beginning reading to the college and career readiness level. Whatever they are reading, students must also show a steadily growing ability to discern more from and make fuller use

of text, including making an increasing number of connections among ideas and between texts, considering a wider range of textual evidence, and becoming more sensitive to inconsistencies, ambiguities, and poor reasoning in texts.

WRITING: TEXT TYPES, RESPONDING TO READING, AND RESEARCH. The Standards acknowledge the fact that whereas some writing skills, such as the ability to plan, revise, edit, and publish, are applicable to many types of writing, other skills are more properly defined in terms of specific writing types: arguments, informative/explanatory texts, and narratives. Standard 9 stresses the importance of the writing-reading connection by requiring students to draw upon and write about evidence from literary and informational texts. Because of the centrality of writing to most forms of inquiry, research standards are prominently included in this strand, though skills important to research are infused throughout the document.

SPEAKING AND LISTENING: FLEXIBLE COMMUNICATION AND COLLABORATION. Including, but not limited to skills necessary for formal presentations, the Speaking and Listening standards require students to develop a range of broadly useful oral communication and interpersonal skills. Students must learn to work together, express and listen carefully to ideas, integrate information from oral, visual, quantitative, and media sources, evaluate what they hear, use media and visual displays strategically to help achieve communicative purposes, and adapt speech to context and task.

LANGUAGE: CONVENTIONS, EFFECTIVE USE, AND VOCABULARY. The Language standards include the essential “rules” of standard written and spoken English, but they also approach language as a matter of craft and informed choice among alternatives. The vocabulary standards focus on understanding words and phrases, their relationships, and their nuances and on acquiring new vocabulary, particularly general academic and domain-specific words and phrases.

MATH

Make sense of problems and persevere in solving them. Mathematically proficient students start by explaining to themselves the meaning of a problem and looking for entry points to its solution. They analyze givens, constraints, relationships, and goals. They make conjectures about the form and meaning of the solution and plan a solution pathway rather than simply jumping into a solution attempt. They consider analogous problems, and try special cases and simpler forms of the original problem in order to gain insight into its solution. They monitor and evaluate their progress and change course if necessary. Older students might, depending on the context of the problem, transform algebraic expressions or change the viewing window on their graphing calculator to get the information they need. Mathematically proficient students can explain correspondences between equations, verbal descriptions, tables, and graphs or draw diagrams of important features and relationships, graph data, and search for regularity or trends. Younger students might rely on using concrete objects or pictures to help conceptualize and solve a problem. Mathematically proficient students check their answers to problems using a different method, and they continually ask themselves, “Does this make sense?” They can understand the approaches of others to solving complex problems and identify correspondences between different approaches.

Reason abstractly and quantitatively. Mathematically proficient students make sense of quantities and their relationships in problem situations. They bring two complementary abilities to bear on problems involving quantitative relationships: the ability to decontextualize—to abstract a given situation and represent it symbolically and manipulate the representing symbols as if they have a life of their own, without necessarily attending to their referents—and the ability to contextualize, to pause as needed during the manipulation process in order to probe into the referents for the symbols involved. Quantitative reasoning entails habits of creating a coherent representation of the problem at hand; considering the units involved; attending to the meaning of quantities, not just how to compute them; and knowing and flexibly using different properties of operations and objects.

Construct viable arguments and critique the reasoning of others. Mathematically proficient students understand and use stated assumptions, definitions, and previously established results in constructing arguments. They make

conjectures and build a logical progression of statements to explore the truth of their conjectures. They are able to analyze situations by breaking them into cases, and can recognize and use counterexamples. They justify their conclusions, communicate them to others, and respond to the arguments of others. They reason inductively about data, making plausible arguments that take into account the context from which the data arose. Mathematically proficient students are also able to compare the effectiveness of two plausible arguments, distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in an argument—explain it. Elementary students can construct arguments using concrete referents such as objects, drawings, diagrams, and actions. Such arguments can make sense and be correct, even though they are not generalized or made formal until later grades. Later, students learn to determine domains to which an argument applies. Students at all grades can listen or read the arguments of others, decide whether they make sense, and ask useful questions to clarify or improve the arguments.

Model with mathematics. Mathematically proficient students can apply the mathematics they know to solve problems arising in everyday life, society, and the workplace. In early grades, this might be as simple as writing an addition equation to describe a situation. In middle grades, a student might apply proportional reasoning to plan a school event or analyze a problem in the community. By high school, a student might use geometry to solve a design problem or use a function to describe how one quantity of interest depends on another. Mathematically proficient students who can apply what they know are comfortable making assumptions and approximations to simplify a complicated situation, realizing that these may need revision later. They are able to identify important quantities in a practical situation and map their relationships using such tools as diagrams, two-way tables, graphs, flowcharts and formulas. They can analyze those relationships mathematically to draw conclusions. They routinely interpret their mathematical results in the context of the situation and reflect on whether the results make sense, possibly improving the model if it has not served its purpose.

Use appropriate tools strategically. Mathematically proficient students consider the available tools when solving a mathematical problem. These tools might include pencil and paper, concrete models, a ruler, a protractor, a calculator, a spreadsheet, a computer algebra system, a statistical package, or dynamic geometry software. Proficient students are sufficiently familiar with tools appropriate for their grade or course to make sound decisions about when each of these tools might be helpful, recognizing both the insight to be gained and their limitations. For example, mathematically proficient high school students analyze graphs of functions and solutions generated using a graphing calculator. They detect possible errors by strategically using estimation and other mathematical knowledge. When making mathematical models, they know that technology can enable them to visualize the results of varying assumptions, explore consequences, and compare predictions with data. Mathematically proficient students at various grade levels are able to identify relevant external mathematical resources, such as digital content located on a website, and use them to pose or solve problems. They are able to use technological tools to explore and deepen their understanding of concepts.

Attend to precision. Mathematically proficient students try to communicate precisely to others. They try to use clear definitions in discussion with others and in their own reasoning. They state the meaning of the symbols they choose, including using the equal sign consistently and appropriately. They are careful about specifying units of measure, and labeling axes to clarify the correspondence with quantities in a problem. They calculate accurately and efficiently, express numerical answers with a degree of precision appropriate for the problem context. In the elementary grades, students give carefully formulated explanations to each other. By the time they reach high school they have learned to examine claims and make explicit use of definitions.

Look for and make use of structure. Mathematically proficient students look closely to discern a pattern or structure. Young students, for example, might notice that “three and seven more” is the same amount as “seven and three more,” or they may sort a collection of shapes according to how many sides of the shapes exist. Later, students will see “ 7×8 equals the well remembered $(7 \times 5) + (7 \times 3)$,” in preparation for learning about the distributive property. In the expression “ $x^2 + 9x + 14$,” older students can see the 14 as 2×7 and the 9 as $2 + 7$. They recognize the significance of an

existing line in a geometric figure and can use the strategy of drawing an auxiliary line for solving problems. They also can step back for an overview and shift perspective. They can see complicated concepts, such as some algebraic expressions, as single objects or as being composed of several objects. For example, they can see $5 - 3(x - y)^2$ as 5 minus a positive number times a square and use that to realize that its value cannot be more than 5 for any real numbers x and y .

Look for and express regularity in repeated reasoning. Mathematically proficient students notice if calculations are repeated, and look both for general methods and for shortcuts. Upper elementary students might notice when dividing 25 by 11 that they are repeating the same calculations over and over again, and conclude they have a repeating decimal. By paying attention to the calculation of slope as they repeatedly check whether points are on the line through (1, 2) with slope 3, middle school students might abstract the equation $(y - 2)/(x - 1) = 3$. Noticing the regularity in the way terms cancel when expanding $(x - 1)(x + 1)$, $(x - 1)(x^2 + x + 1)$, and $(x - 1)(x^3 + x^2 + x + 1)$, might lead them to the general formula for the sum of a geometric series. As they work to solve a problem, mathematically proficient students maintain oversight of the process, while attending to the details. They continually evaluate the reasonableness of their intermediate results.

SOCIAL STUDIES

History. Students use materials drawn from the diversity of human experience to analyze and interpret significant events, patterns and themes in the history of Ohio, the United States and the world.

Geography. Students use knowledge of geographic locations, patterns and processes to show the interrelationship between the physical environment and human activity, and to explain the interactions that occur in an increasingly interdependent world. Students use knowledge of perspectives, practices and products of cultural, ethnic and social groups to analyze the impact of their commonality and diversity within local, national, regional and global settings.

Government. Students use knowledge of the purposes, structures and processes of political systems at the local, state, national and international levels to understand that people create systems of government as structures of power and authority to provide order, maintain stability and promote the general welfare. They use knowledge of the rights and responsibilities of citizenship in order to examine and evaluate civic ideals and to participate in community life and the American democratic system.

Economics. Students use economic reasoning skills and knowledge of major economic concepts, issues and systems in order to make informed choices as producers, consumers, savers, investors, workers, and citizens in an interdependent world.

SCIENCE

Definition of Science: Science is a systematic method of continuing investigation, based on observation, scientific hypothesis testing, measurement, experimentation and theory building, which leads to explanations of natural phenomena, processes or objects that are open to further testing and revision based on evidence. Scientific knowledge is logical, predictive and testable, and grows and advances as new evidence is discovered.

Scientific Inquiry: There is no science without inquiry. Scientific inquiry is a way of knowing and a process of doing science. It is the diverse ways in which scientists study the natural world and propose explanations based on the evidence derived from their work. Scientific inquiry also refers to the activities through which students develop knowledge and understanding of scientific ideas as well as an understanding of how scientists study the natural world. Teachers need to model scientific inquiry by teaching with inquiry.

21st Century Skills: 21st century skills are integral to the science standards and curriculum development revision documents. They are an essential part of the model curriculum component through the incorporation and integration of scientific inquiry, science skills and process and technological and engineering design. As enumerated by Am. Sub. H.B. 1, these skills include: creativity and innovation; critical thinking, problem solving and communication; information, media and technological literacy; personal management, productivity, accountability, leadership and responsibility; and interdisciplinary, project-based, real-world learning opportunities.

Technological Design: Technological design is a problem or project based way of applying creativity, science, engineering and mathematics to meet a human need or desire. Modern science is an integrated endeavor. Technological design integrates learning by using science, technology, engineering and mathematics and fosters 21st Century Skills

Technology and Engineering: Technology modifies the natural world through innovative processes, systems, structures and devices to extend human abilities. Engineering is design under constraint that develops and applies technology to satisfy human needs and wants. Technology and engineering, coupled with the knowledge and methods derived from science and mathematics, profoundly influence the quality of life.

Depth of Content: It is vital that the Content Statements and Content Elaborations within the standards document communicate the most essential concepts and the complexity of the discipline in a manner that is manageable and accessible for teachers. The focus is on what students must know to master the specific grade-level content. The Expectations for Learning cognitive demands provide the means by which students can demonstrate this grade-level mastery.

Internationally Benchmarked: Ohio's Revised Science Education Standards and Model Curriculum incorporate research from investigations of the science standards of:

1) countries whose students demonstrate high-performance on both the Trends in International Mathematics and Science Studies (TIMSS) and Program in Student Assessment (PISA) tests; and 2) states with students who perform well on the National Assessment of Education Progress (NAEP). As a result, there is a clear focus on rigor, relevance, coherence and organization, with an emphasis on horizontal and vertical articulation of content within and across disciplines.

Assessment: Ohio's assessment system will be informed by and aligned with the Content Statements, Content Elaborations and Expectations for Learning.

Standards and Curriculum: The Standards and Model Curriculum provide a framework from which local curricula can be developed. They are not the curriculum. The curriculum will continue to be a local responsibility.

Grade 1 ELA Curriculum Map

Cambridge Education 2016-2017

Time Frame	Academic Concepts and Skills	Standards	Resources available As you discover great resources, please forward them to your school's curriculum team
Weeks 1-2	The first two weeks of the school year should be used to teach your classroom behavior goals, set high expectations, build rapport and gain give students a diagnostic assessment to learn their strengths and weaknesses		
Yearly	<p>Foundational Standards will be taught within your Foundations Program. Below are your grade level standards in this area. Along with your Foundations lessons, you will also be incorporating those skills into your McGraw Units.</p> <p style="text-align: center;"><u>Reading: Foundational Skills</u></p> <p>Print Concepts:</p> <p>RF.1.1 Demonstrate understanding of the organization and basic features of print. RF.1.1.A Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation).</p> <p>Phonological Awareness:</p> <p>RF.1.2 Demonstrate understanding of spoken words, syllables, and sounds (phonemes). RF.1.2.A Distinguish long from short vowel sounds in spoken single-syllable words. RF.1.2.B Orally produce single-syllable words by blending sounds (phonemes), including consonant blends. RF.1.2.C Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words. RF.1.2.D Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes).</p> <p>Phonics and Word Recognition:</p> <p>RF.1.3 Know and apply grade-level phonics and word analysis skills in decoding words. RF.1.3.A Know the spelling-sound correspondences for common consonant digraphs. RF.1.3.B Decode regularly spelled one-syllable words. RF.1.3.C Know final -e and common vowel team conventions for representing long vowel sounds. RF.1.3.D Use knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word. RF.1.3.E Decode two-syllable words following basic patterns by breaking the words into syllables. RF.1.3.F Read words with inflectional endings. RF.1.3.G Recognize and read grade-appropriate irregularly spelled words.</p> <p>Fluency:</p> <p>RF.1.4 Read with sufficient accuracy and fluency to support comprehension. RF.1.4.A Read grade-level text with purpose and understanding.</p>		

	RF.1.4.B Read grade-level text orally with accuracy, appropriate rate, and expression on successive readings. RF.1.4.C Use context to confirm or self-correct word recognition and understanding, rereading as necessary.		
Yearly	<p>Writing Standards will be taught within your Collins Program. Below are your grade level standards in this area. Along with your Collins lessons, you will also be incorporating those skills into your McGraw Units.</p> <p>Text Types and Purposes:</p> <p>W.1.1 Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.</p> <p>W.1.2 Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.</p> <p>W.1.3 Write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure.</p> <p>Production and Distribution of Writing:</p> <p>W.1.4 (W.1.4 begins in grade 3)</p> <p>W.1.5 With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.</p> <p>W.1.6 With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.</p> <p>Research to Build and Present Knowledge:</p> <p>W.1.7 Participate in shared research and writing projects (e.g., explore a number of "how-to" books on a given topic and use them to write a sequence of instructions).</p> <p>W.1.8 With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.</p>		
Weeks 1-6 Days	<p><u>Reading: Literature</u> <u>Reading: Informational</u></p> <ul style="list-style-type: none"> •Key Details •Key Details: Use illustrations 	<p><u>Reading: Literature</u></p> <p>RL.1.1 (LAFS.1.RL.1.1) Ask and answer questions about key details in a text.</p> <p>RL.1.3 (LAFS.1.RL.1.3): Describe characters, settings, and major events</p>	<p>McGraw Hill Reading Wonders</p> <p>Unit 1 Week 1</p> <p>Unit 1 Week 2</p> <p>Unit 1 Week 3</p> <p>Unit 1 Week 4</p> <p>Unit 1 Week 5</p>

<p>1-30</p>	<ul style="list-style-type: none"> •Characterization •Describe major events in a story using key details <p>Writing</p> <p>Reading: Foundational Skills</p> <p>Language:</p> <ul style="list-style-type: none"> • Statements • Sentences • Questions and Exclamations • Word Order 	<p>in a story, using key details. RL.1.7 (LAFS.1.RL.3.7): Use illustrations and details in a story to describe its characters</p> <p>Reading: Informational Text RI.1.5, RI.1.9, RI.1.10</p> <p>RI.1.1 (LAFS.1.RI.1.1): Ask and answer questions about key details in a text.</p> <p>RI.1.4 (LAFS.1.RL.2.4) Ask and answer questions to help determine or clarify the meaning of words and phrases in a text.</p> <p>RI.1.7(LAFS.1.RI.3.7): Use the illustrations and details in a text to describe its key ideas</p> <p>Writing</p> <p>Reading: Foundational Skills</p> <p>Language</p> <p>L.1.1 (LAFS.1.L.1.1) Demonstrate command of the conventions of standard English grammar and usage when writing or speaking</p> <p>L.1.2b (LAFS.1.L.1.2b) Use end punctuation for sentences.</p>	<p>Unit 1 Week 6</p> <p>E-Assessments –E-assessments must be given for every unit. Unit 1 Assessment</p> <p>McGraw Hill Reading Wonders “Your Turn” Workbook</p> <p>McGraw Hill: Leveled Readers Approaching Grade Level A Fun Day What Can We See? Mouse’s Moon Party Friends Are Fun We Can Move</p> <p>On Grade Level We Like to Share A Trip to the City Pet Show Friends Are Fun We Can Move</p> <p>Beyond Grade Level Class Party Harvest Time Polly the Circus Star Friends Are Fun We Can Move</p> <p>English Language Learners Jack Can Six Kids A Pig for Cliff Toss! Kick! Hop! Move and Grin!</p>
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			<p>McGraw Hill Reading Wonders- Title McGraw Hill Wonderworks – Intervention</p> <p>Additional Resources www.Starfall.com www.Readingtoz.com www.Achievethecore.org www.ABCya.com www.EngageNY.org www.Theteachersguide.org www.cpalms.org</p>
<p>Weeks 7-12</p> <p>Days 31-60</p>	<p><u>Reading: Literature</u> <u>Reading: Informational</u></p> <ul style="list-style-type: none"> •Character, Setting, Events •Main Topic and Key Details •Theme <p><u>Writing</u></p> <p><u>Reading: Foundational Skills</u></p> <p><u>Language</u></p> <ul style="list-style-type: none"> • Contractions with ‘s • Nouns: Common and Proper 	<p><u>Reading: Literature</u> RL.1.1, RL.1.5, RL.1.10</p> <p>RL.1.2 (LAFS.1.RL.1.2) Retell stories, including key details, and demonstrate understanding of their central message or lesson.</p> <p>RL.1.3 (LAFS.1.RL.1.3): Describe characters, settings, and major events in a story, using key details.</p> <p>RL.1.7 (LAFS.1.RL.3.7): Use illustrations and details in a story to describe its characters</p> <p><u>Reading: Informational Text</u> RI.1.1, RI.1.4, RI.1.10</p> <p>RI.1.2 (LAFS.1.RI.1.2) Identify the main topic and retell key details of a text.</p> <p>RI.1.6 (LAFS.1.RI.2.6) Distinguish between information provided by pictures or other illustrations and information provided by the words in a text.</p> <p>RI.1.7 (LAFS.1.RI.3.7) Use the</p>	<p>McGraw Hill Reading Wonders Unit 2 Week 1 Unit 2 Week 2 Unit 2 Week 3 Unit 2 Week 4 Unit 2 Week 5 Unit 2 Week 6</p> <p>E-Assessments –E-assessments must be given for every unit. Unit 2 Assessment</p> <p>McGraw Hill Reading Wonders “Your Turn” Workbook</p> <p>McGraw Hill: Leveled Readers Approaching Grade Level Pick Up Day What a Nest! Meerkat Family The Sick Tree How Maps Help</p>

		<p>illustrations and details in a text to describe its key ideas.</p> <p>RI.1.9 (LAFS.1.RI.3.9) Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures).</p> <p>Writing</p> <p>Reading: Foundational Skills</p> <p>Language</p> <p>L.1.1 (LAFS.1.L.1.1) Demonstrate command of the conventions of standard English grammar and usage when writing or speaking</p> <p>L.1.1b (LAFS.1.L.1.1b): Use common, proper, and possessive nouns</p>	<p>On Grade Level Ben Brings the Mail Staying Afloat Meerkat Family Squirrels Help How Maps Help</p> <p>Beyond Grade Level At Work with Mom City Armadillo, Country Armadillo Meerkat Family Wow, Kitty! How Maps Help</p> <p>English Language Learners Good Job, Ben! Cubs in a Hut The Best Spot Thump Thump Helps Out Which Way on the Map?</p> <p>Additional Resources through McGraw Hill</p> <p>McGraw Hill Reading Wonders- Title McGraw Hill Wonderworks – Intervention</p> <p>Additional Resources www.Starfall.com www.Readingatoz.com www.Achievethecore.org www.ABCya.com www.EngageNY.org www.Theteachersguide.org www.cpalms.org</p>
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<p>Weeks 13 – 18</p> <p>Days 61 -90</p>	<p><u>Reading: Literature</u> <u>Reading: Informational</u></p> <ul style="list-style-type: none"> •Plot: Cause and Effect •Plot: Sequence •Connections within text: Sequence •Text Features: Bold Prints, Diagrams •Literary Element: Rhyme and Rhythm <p><u>Writing</u></p> <p><u>Reading: Foundational Skills</u></p> <p><u>Language:</u></p> <ul style="list-style-type: none"> • Contractions with not • Is and Are • Verbs: Commas in a series • Past and Present-Tense Verbs 	<p><u>Reading: Literature</u> RL.1.1, RL.1.5, RL.1.7</p> <p>RL.1.3 (LAFS.1.RL.1.3): Describe characters, settings, and major events in a story, using key details.</p> <p><u>Reading: Informational Text</u> RI.1.1, RI.1.4, RI.1.6, RI.1.9</p> <p>RI.1.2 (LAFS.1 RI.1.2) Identify the main topic and retell key details of a text</p> <p>RI.1.3 (LAFS.1 RI.1.3) Describe the connection between two individuals, events, ideas, or pieces of information in a text</p> <p><u>Writing</u></p> <p><u>Reading: Foundational Skills</u></p> <p><u>Language</u></p> <p>L.1.1 (LAFS.1.L.1.1) Demonstrate command of the conventions of standard English grammar and usage when writing or speaking</p> <p>L.1.1c (LAFS.1.L.1.1c) Use singular and plural nouns with matching verbs in basic sentences (e.g., He hops; We hop).</p> <p>L.1.1e (LAFS.1.L.1.1e) Use verbs to convey a sense of past, present, and future (e.g., Yesterday I walked home; Today I walk home; Tomorrow I will walk home).</p>	<p>McGraw Hill Reading Wonders Unit 3 Week 1 Unit 3 Week 2 Unit 3 Week 3 Unit 3 Week 4 Unit 3 Week 5 Unit 3 Week 6</p> <p>E-Assessments –E-assessments must be given for every unit. Unit 3 Assessment</p> <p>McGraw Hill Reading Wonders “Your Turn” Workbook</p> <p>McGraw Hill: Leveled Readers Approaching Grade Level Busy’s Watch How Coqui Got her Voice Schools Then and Now Apples from Farm to Table</p> <p>On Grade Level Kate Saves the Date! The Magic Paint Brush Schools Then and Now Apples from Farm to Table</p> <p>Beyond Grade Level Uncle George is Coming The Storytelling Stone Schools Then and Now Apples from Farm to Table</p> <p>English Language Learners Nate the Snake is Late Time to Plant The Nice Mitten</p>
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<p>Weeks 19-24</p> <p>Days 91-120</p>	<p><u>Reading: Literature</u> <u>Reading: Informational</u></p> <ul style="list-style-type: none"> •Plot Sequence •Main Idea and Key Details •Text Feature: Headings •Point of View <p><u>Writing</u></p> <p><u>Reading: Foundational Skills</u></p> <p><u>Language:</u></p> <ul style="list-style-type: none"> • Word Categories • Verbs: Has/Have, Was/Were, See/Saw, Go/Do • Adverbs that tell when • Prefixes: re-, un-,pre- 	<p><u>Reading: Literature</u> RL.1.1, RL.1.2</p> <p>RL.1.3 (LAFS.1.RL.1.3): Describe characters, settings, and major events in a story, using key details.</p> <p>RL.1.4 (LAFS.1.RL.2.4) Identify words and phrases in stories or poems that suggest feelings or appeal to the senses</p> <p>RL.1.6 (LAFS.1.RL.2.6) Identify who is telling the story at various points in a text.</p> <p>RL.1.9 (LAFS.1.RL.3.9) Compare and contrast the adventures and experiences of characters in stories.</p> <p><u>Reading: Informational Text</u> RI.1.3, RI.1.7, RI.1.9</p>	<p>McGraw Hill Reading Wonders Unit 4 Week 1 Unit 4 Week 2 Unit 4 Week 3 Unit 4 Week 4 Unit 4 Week 5 Unit 4 Week 6</p> <p>E-Assessments –E-assessments must be given for every unit. Unit 4 Assessment</p> <p>McGraw Hill Reading Wonders “Your Turn” Workbook</p> <p>McGraw Hill: Leveled Readers</p>

		<p>RI.1.2 (LAFS.1.RI.1.2) Identify the main topic and retell key details of a text.</p> <p>RI.1.5 (LAFS.1.RI.2.5) Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.</p> <p>RI.1.8 (LAFS.1.RI.3.8) Identify the reasons an author gives to support points in a text.</p> <p>Writing</p> <p>Reading: Foundational Skills</p> <p>Language</p> <p>L.1.1 (LAFS.1.L.1.1) Demonstrate command of the conventions of standard English grammar and usage when writing or speaking</p> <p>L.1.1e (LAFS.1.L.1.1e) Use verbs to convey a sense of past, present, and future (e.g., Yesterday I walked home; Today I walk home; Tomorrow I will walk home).</p> <p>L.1.4a (LAFS.1.L.3.4a) Use sentence-level context as a clue to the meaning of a word or phrase</p> <p>L.1.4b (LAFS.1.L.3.4b) Use frequently occurring affixes as a clue to the meaning of a word.</p> <p>L.1.4c(LAFS.1.L.3.4c) Identify frequently occurring root words (e.g., <i>look</i>) and their inflectional forms (e.g., <i>looks, looked, looking</i>).</p> <p>L.1.5a (LAFS.1.L.3.5a) Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent</p>	<p>Approaching Grade Level The King of the Animals Penguins All Around Go Gator! Where is My Home? Teach a Dog!</p> <p>On Grade Level Fly to the Rescue The Hat Penguins All Around Go Gator! Teach a Dog!</p> <p>Beyond Grade Level Hummingbirds Wings Come One Come All Penguins All Around Go Gator! Teach a Dog!</p> <p>English Language Learners A Tale of a Tail A Team of Fish Go Wild Creep Low Fly High From Puppy to Guide Dog</p> <p>Additional Resources through McGraw Hill</p> <p>McGraw Hill Reading Wonders- Title McGraw Hill Wonderworks – Intervention</p> <p>Additional Resources www.Starfall.com</p>
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		<p>L.1.1c (LAFS.1.L.1.1c) Use singular and plural nouns with matching verbs in basic sentences (e.g., He hops; We hop).</p> <p>L.1.1f (LAFS.1.L.1.1f) Use frequently occurring adjectives.</p> <p>L.1.1g (LAFS.1.L.1.1g) Use frequently occurring conjunctions (e.g., <i>and, but, or, so, because</i>).</p> <p>L.1.1h (LAFS.1.L.1.1h) Use determiners (e.g., articles, demonstratives).</p> <p>L.1.1i (LAFS.1.L.1.1i) Use frequently occurring prepositions (e.g., <i>during, beyond, toward</i>).</p> <p>L.1.4c (LAFS.1.L.3.4c) Identify frequently occurring root words (e.g., <i>look</i>) and their inflectional forms (e.g., <i>looks, looked, looking</i>)</p> <p>L.1.5d (LAFS.1.L.3.5d) Distinguish shades of meaning among verbs differing in manner (e.g., <i>look, peek, glance, stare, glare, scowl</i>) and adjectives differing in intensity (e.g., <i>large, gigantic</i>) by defining or choosing them or by acting out the meanings.</p>	<p>What is a Yurt?</p> <p>Beyond Grade Level Spark’s Toys The Foxes Build a Home Going on a Bird Walk The Wright Brothers What is a Yurt?</p> <p>English Language Learners A Barn Full of Hats A Bird Named Fern The Story of a Robot Inventor The Joy of a Ship</p> <p>Additional Resources through McGraw Hill</p> <p>McGraw Hill Reading Wonders- Title McGraw Hill Wonderworks – Intervention</p> <p>Additional Resources www.Starfall.com www.Readingtoz.com www.Achievethecore.org www.ABCya.com www.EngageNY.org www.Theteachersguide.org www.cpalms.org</p>
<p>Weeks 30-36</p>	<p>Reading: Literature Reading: Informational</p> <ul style="list-style-type: none"> •Theme •Plot: Cause and Effect •Text Feature: Headings, 	<p>Reading: Literature RL.1.3, RL.1.9</p> <p>RL.1.2 (LAFS.1.RL.1.2) Retell stories, including key details, and demonstrate understanding of their</p>	<p>McGraw Hill Reading Wonders Unit 6 Week 1 Unit 6 Week 2 Unit 6 Week 3 Unit 6 Week 4 Unit 6 Week 5</p>

<p>Days 151-180</p>	<p>Captions •Author’s Purpose</p> <p><u>Writing</u></p> <p><u>Reading: Foundational Skills</u></p> <p><u>Language:</u></p> <ul style="list-style-type: none"> • Pronouns • Synonyms/Antonyms • Similes 	<p>central message or lesson. RL.1.4 (LAFS.1.RL.2.4) Identify words and phrases in stories or poems that suggest feelings or appeal to the senses RL.1.5 (LAFS.1.RL.2.5) Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types.</p> <p><u>Reading: Informational Text</u> RI.1.9</p> <p>RI.1.5 (LAFS.1.RI.2.5) Know and use various text features (e.g., headings, tables of contents, glossaries, electronic menus, icons) to locate key facts or information in a text. RI.1.8 (LAFS.1.RI.3.8) Identify the reasons an author gives to support points in a text.</p> <p><u>Writing</u></p> <p><u>Reading: Foundational Skills</u></p> <p><u>Language</u></p> <p>L.1.1d (LAFS.1.L.1.1d) Use personal, possessive, and indefinite pronouns (e.g., I, me, my; they, them, their, anyone, everything)</p>	<p>Unit 6 Week 6</p> <p>E-Assessments –E-assessments must be given for every unit. Unit 6 Assessment</p> <p>McGraw Hill Reading Wonders “Your Turn” Workbook</p> <p>McGraw Hill: Leveled Readers Approaching Grade Level Two Hungry Elephants Helping Me Helping You Snow Day The Quilt It’s Labor Day</p> <p>On Grade Level What a Feast! Helping Me Helping You Heat Wave Latkes for Sam It’s Labor Day</p> <p>Beyond Grade Level Beware the Lion! Helping Me Helping You Rainy Day Fun Patty Jumps It’s Labor Day</p> <p>English Language Learners Super Tools All Kinds of Helpers Wrapped in Ice A Spring Birthday Share the Harvest and Give Thanks</p>
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			<p>Additional Resources through McGraw Hill</p> <p>McGraw Hill Reading Wonders- Title McGraw Hill Wonderworks – Intervention</p> <p>Additional Resources www.Starfall.com www.Readingtoz.com www.Achievethecore.org www.ABCya.com www.EngageNY.org www.Theteachersguide.org www.cpalms.org</p>

Time Frame	Academic Concepts and Skills	Standards (Ohio-Florida)	Resources available As you discover great resources, please forward them to your school's curriculum team
Week 1	The first two weeks of the school year should be used to teach your classroom behavior goals, set high expectations, build rapport and gain give students a diagnostic assessment to learn their strengths and weaknesses		
Weeks 2-3 Days 6-15	<ul style="list-style-type: none"> • Understand that in a multi-digit number the numeral to the right of any numeral is 10 times as much as the number to the left <ul style="list-style-type: none"> ○ The hundreds place is 10 time more than the tens place • Understand a numeral to the left of any other numeral is 1/10 of the numeral to its left <ul style="list-style-type: none"> ○ The Tens place is 1/10 the value of the Hundreds place • Read decimals to the thousandths place • Write decimals to the thousandths place • Compare decimals to the thousandths place using the <, =, and, > symbols accurately 	<p>5.NBT.1 (MAFS.5.NBT.1.1): Recognize that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right and 1/10 if what it represents in the place to its left</p> <p>5.NBT.3 (MAFS.5.NBT.1.3): Read, Write and compare decimals to the thousandths</p> <p>5.NBT.3a (MAFS.5.NBT.3a): Read and write decimals to thousandths using base-ten numerals, number names, and expanded form</p> <p>5.NBT.3b (MAFS.5.NBT.3b): Compare two decimals to the thousandths based on meanings of the digits in each place, using <, =, and > symbols to record the results of the comparisons</p>	<p>McGraw-Hill Math Chapter 1</p> <p>Lesson 1: Place Value Through Millions Lesson 2: Compare and Order Whole Numbers Through millions Lesson 3: Hands On: Model Fractions and Decimals Lesson 4: Represent Decimals Lesson 5: Hands On: Understand Place Value Lesson 6: Place Value Through Thousandths Lesson 7: Compare Decimals Lesson 8: Order Whole Numbers and Decimals Lesson 9: Problem Solving Strategy: Use the Four-Step Plan</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p>

			<p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Stopwatches -Place Value Chart -tenths grid -Hundredth grid -Thousandths cube -10-by-10 Grid -Number Line -Spinner with 0-9</p> <p>BrainPop Decimals</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
Weeks 4-5	<ul style="list-style-type: none"> Fluently multiply multi-digit whole numbers 	5. NBT.2 (MAFS.5.NBT.1.2): Explain patterns in the number of zeros of the product when multiplying a number by	<p>McGraw-Hill Math Chapter 2 Lesson 1: Prime Factorization Patterns</p>

<p>Days 16-25</p>	<ul style="list-style-type: none"> • Use exponent to represent powers of 10 • Understand and be able to explain the pattern of zeros in product when multiplying a number by a power of 10 • Understand and be able to explain the pattern of the decimal placement when multiplying a decimal answer by a power of 10 	<p>powers of 10, and explain patterns in the placement of the decimal point when a decimal is multiplied or divided by a power of 10. Use whole number exponents to denote powers of 10</p> <p>5.NBT.5 (MAFS.5.NBT.2.5): Fluently multiply multi-digit whole numbers using the standard algorithm</p>	<p>Lesson 2: Hands On: Prime Factorization Lesson 3: Powers and Exponents Lesson 4: Multiplication and Patterns Lesson 5: Problem Solving Strategy: Make a Table Lesson 6: Hands On: Use Partial Products and the Distributive Property Lesson 7: The Distributive Property Lesson 8: Estimate Products Lesson 9: Multiply by one-digit numbers Lesson 10: Multiply by two-digit numbers</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Place Value Chart -Area Models -Quarter Inch Graph Paper</p>
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			<p>BrainPop Prime Numbers factoring Exponents Distributive Property</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
<p>Weeks 6-10</p> <p>Days 26-50</p>	<ul style="list-style-type: none"> • Find the quotient of Whole numbers with up to 4-digit dividends and 2-digit divisors • Understand strategies based on <ul style="list-style-type: none"> ○ Place value ○ Properties of operations ○ The relationship between multiplication and division • Illustrate division problems using equations, rectangular arrays and area models • Explain the division process 	<p>5. NBT.6 (MAFS.5.NBT.2.6): Find whole number quotients of whole numbers with up to four-digit dividends and two-digit divisors, using strategies based on place value, the properties of operations, and / or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/ or area models.</p>	<p>McGraw-Hill Math Chapter 3</p> <p>Lesson 1: Relate Division to Multiplication Lesson 2: Hands on Division Models Lesson 3: Two-Digit Dividends Lesson 4: Division Patterns Lesson 5: Estimate Quotients Lesson 6: Hands On Division Models with Greater Numbers Lesson 7: Hands On Distributive Property and Partial Quotients Lesson 8: Divide Three-and Four-Digit Dividends Lesson 9: Place the First Digit Lesson 10: Quotients with Zeros Lesson 11: Hands On Use Models to Interpret the Remainder</p>

			<p>Lesson 12: Interpret the Remainder Lesson 13: Problem Solving: Determine Extra or Missing Information</p> <p>Chapter 4 Lesson 1: Estimate Quotients Lesson 2: Hands ON: Divide Using Base Ten Blocks Lesson 3: Divide by a Two Digit Divisor Lesson 4: Adjust Quotients Lesson 5: Divide Greater Numbers Lesson 6: Problem Solving: Solve a Simpler Problem</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives --Counters -Base-Ten Blocks</p>
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			<p>-Individual Dry Erase Boards -Fruit Snacks -Bar Diagrams -Quarter Inch grid Paper -Connecting Cubes</p> <p>BrainPop Division</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
<p>Weeks 11-16</p> <p>Days 51-80</p>	<ul style="list-style-type: none"> • Round decimals to any place value • Explain why rounding took place and how the numbers were rounded • Fluently multiply multi-digit numbers • Add decimals numbers to the hundredths place • Subtract Decimal numbers to the hundredths place • Multiply Decimal number to the hundredths place s • Divide decimal numbers to the hundredths place 	<p>5. NBT.2 (MAFS.5.NBT.1.2): Explain patterns in the number of zeros of the product when multiplying a number by powers of 10, and explain patterns in the placement of the decimal point when a decimal is multiplied or divided by a power of 10. Use whole number exponents to denote powers of 10</p> <p>5. NBT.4. (MAFS.5.NBT.1.4): Use place value Understanding to round decimals to any place</p> <p>5.NBT.5 (MAFS.5.NBT.2.5): Fluently multiply multi-digit whole numbers</p>	<p>McGraw-Hill Math Chapter 5 Lesson 1: Round Decimals Lesson 2: Estimate Sums and Differences Lesson 3: Problem Solving: Estimate or Exact Answer Lesson 4: Hands On: Add Decimals Using Base Ten Blocks Lesson 5: Hands On: Add Decimals Using Models Lesson 6: Add Decimals Lesson 7: Addition Problems Lesson 8: Hands On: Subtract Decimals Using Base Ten Blocks Lesson 9: Hands On: Subtract Decimals</p>

	<ul style="list-style-type: none"> • Use different strategies to add, subtract, multiply and divide decimal • Relate the strategy used to a written explanation and explain the reasoning used to solve the problem 	<p>using the standard algorithm</p> <p>5.NBT.7 (MAFS.5.NBT.2.7): Add, subtract, multiply and divide decimals to the hundredths, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used.</p>	<p>Using Models Lesson 10: Subtract Decimals</p> <p>Chapter 6 Lesson 1: Estimate Products of Whole Numbers and Decimals Lesson 2: Hands On: Use Models to Multiply Lesson 3: Multiply Decimals by Whole Numbers Lesson 4: Hands On: Use Models to Multiply Decimals Lesson 5: Multiply Decimals Lesson 6: Multiply Decimals by Powers of Ten Lesson 7: Problem Solving Investigation Strategy: Look for a Pattern Lesson 8: Multiplication Properties Lesson 9: Estimate Quotients of Decimals Lesson 10: Hands On: Divide Decimals Lesson 11: Divide Decimals by Whole Numbers Lesson 12: Hands On: Use Models to Divide Decimals Lesson 13: Divide Decimals Lesson 14: Divide Decimals by Powers of Ten</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit.</p>
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		<p>Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Menus from a pizza restaurant -Base Ten Blocks -10 by 10 Grids -Assorted Coin and Bill denominations -Dominos -Index Cards Numbered 0-9 -Number Cubes</p> <p>BrainPop Decimals Multiplying Decimals Rounding Decimals</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
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<p>Weeks 17-18</p> <p>Days 81-90</p>	<ul style="list-style-type: none"> • Introduction to the beginning of fractions and how fractions are related to division • Find the Greatest Common Factor of 2 numbers • Write each fraction into simplest form • Find the Least Common Multiple of 2 numbers • Compare fractions in simplest form • Write Fractions as decimal answers 	<p>5. NF.3 (MAFS.5.NF.1.3): Interpret a fraction as division of the numerator by the denominator. Solve word problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers</p>	<p>McGraw-Hill Math Chapter 8</p> <p>Lesson 1: Fraction and Division Lesson 2: Greatest Common Factor Lesson 3: Simplest Form Lesson 4: Problem Solving Investigation Strategy: Guess, Check, and Revise Lesson 5: Least Common Multiple Lesson 6: Compare Fractions Lesson 7: Hands on: Use Models to Write Fractions as Decimals Lesson 8: Write Fractions as Decimals</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Fraction Circles -Counters</p>

			<ul style="list-style-type: none"> -Number Lines -Fraction Tiles -Hundredths Grid -Place Value Charts <p>BrainPop Reducing Fractions</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
<p>Weeks 19-21</p> <p>Days 81-105</p>	<ul style="list-style-type: none"> • Add fractions with unlike denominators • Subtract fractions with unlike denominators • Understand how to replace one fraction with an equivalent fraction in order to create two fractions with like denominators in order to be able to add or subtract • Solve word problems that involve fractions with unlike denominators 	<p>5.NF.1 (MAFS.5.NF.1.1): Add and subtract with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way to produce an equivalent sum or difference of fractions with like denominators</p> <p>5.NF.2 (MAFS.5.NF.1.2): Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators</p>	<p>McGraw-Hill Math Chapter 9</p> <p>Lesson 1: Round Fractions Lesson 2: Add Like Fractions Lesson 3: Subtract Like Fractions Lesson 4: Hands On: Use Models to Add Unlike Fractions Lesson 5: Add Unlike Fractions Lesson 6: Hands On: Use Models to Subtract Unlike Fractions Lesson 7: Subtract Unlike Fractions Lesson 8: Problem Solving Investigation: Determine Reasonable Answers Lesson 9: Estimate Sums and Differences Lesson 10: Hands On: Use Models to</p>

			<p>Add Mixed Numbers Lesson 11: Add Mixed Numbers Lesson 12: Subtract Mixed Numbers Lesson 13: Subtract with Renaming</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Rulers -Fraction Tiles -Number Lines -Two Color Tiles -Fraction Circles -Play Money</p> <p>BrainPop Add and subtract Fractions Mixed Numbers</p>
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			<p>Additional Resources</p> <p>CPALMS</p> <p>www.discoveryeducation.com</p> <p>www.connected.mcgraw-hill.com</p> <p>www.brainpop.com</p> <p>www.jr.brainpop.com</p>
<p>Weeks 22-24</p> <p>Days 106-120</p>	<ul style="list-style-type: none"> Extend fraction understanding to multiply a fraction by a whole number and a fraction by a fraction Interpret fractional products as dividing an area into equal parts Use fractional numbers when computing the area or rectangles Use hands on methods (tiling) and multiplication to demonstrate that you get the same answer no matter when method is use and explain how each method works Explain how the product of a given number and a fraction greater than 1 sill result in a product great than 1 and if you multiply a given number by a fraction smaller than one the answer will be 	<p>5.NF.4 (MAFS.5.NF.2.4): Apply and extend previous understanding of multiplication to multiply a fraction or whole number by a fraction</p> <p>5.NF.4a (MAFS.5.NF.2.4a): Interpret the product $(a/b) \times q$ as a part of a partition of q into b equal parts; equivalently, as the result of a sequence of operations $a \times q / b$</p> <p>5.NF.4b (MAFS.5.NF.2.4b): Find the area of a rectangle with fractional side lengths by tiling it with unit square of the appropriate unit fraction side lengths, and show that the area is the same as would be found by multiplying the side lengths. Multiply fractional side lengths to find area of rectangles, and represent fraction products as rectangular areas</p> <p>5.NF.5 (MAFS.5.NF.2.5): Interpret multiplication as scaling (resizing)</p>	<p>McGraw-Hill Math</p> <p>Chapter 10</p> <p>Lesson 1: Hands On: Part of a Number</p> <p>Lesson 2: Estimate Products of Fractions</p> <p>Lesson 3: Hands On: Model Fraction Multiplication</p> <p>Lesson 4: Multiply Whole Numbers and Fractions</p> <p>Lesson 5: Hands On: Use Models to Multiply Fractions</p> <p>Lesson 6: Multiply Fractions</p> <p>Lesson 7: Multiply Mixed Numbers</p> <p>Lesson 8: Hands On: Multiplication as Scaling</p> <p>Lesson 9: Hands On: Division with Unit Fractions</p> <p>Lesson 10: Divide Whole Numbers by Unit Fractions</p> <p>Lesson 11: Divide Unit Fractions by Whole Numbers</p> <p>Lesson 12: Problem Solving</p> <p>Investigation Strategy: Draw a Diagram</p> <p>E-Assessments –E-assessments (pre</p>

	<p>less than given number</p> <ul style="list-style-type: none"> • Solve real world problems using fractions and mixed numbers • Understand how to divide fractions • Find the quotients of whole numbers by unit fractions 	<p>5.NF.5a (MAFS.5.NF.2.5a): Compare the size of a product to the size of one factor on the basis of the size of the other factor, without performing the indicated multiplication</p> <p>5.NF.5b (MAFS.5.NF.2.5b): Explaining why multiplying a given number by a fraction greater than 1 results in a product greater than the given number; explaining why multiplying a given number by a fraction less than 1 results in a product smaller than the given number; and relating the principle of fraction equivalence $a/b = (n \times a)/(n \times b)$ to the effect of multiplying a/b by 1</p> <p>5.NF.6 (MAFS.5.NF.2.6): Solve real world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction models or equations to represent the problem</p> <p>5.NF.7 (MAFS.5.NF.2.7): Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions</p> <p>5.NF.7a (MAFS.5.NF.2.7a): Interpret</p>	<p>and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Bar Diagrams -Number Lines -Counters -Fraction Tiles -Play Money (Quarters) -Colored Tiles</p> <p>BrainPop Multiplying and Dividing Fractions</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com Clock Lesson plan-approved by ODE</p>
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		<p>division of a unit fraction by a non-zero whole number, and compute such quotients</p> <p>5.NF.7b (MAFS.5.NF.2.7b): Interpret division of a whole number by a unit fraction and compute such fractions</p> <p>5.NF.7c (MAFS.5.NF.2.7c): Solve real world problems involving division of unit fractions by non-zero whole numbers and division of whole number by unit fractions</p>	
<p>Weeks 25-27</p> <p>Days 121-135</p>	<ul style="list-style-type: none"> • Convert customary units of measure among other customary units of measure. <ul style="list-style-type: none"> ○ Feet to inches and the revers ○ Feet and inches to yards and the reverse ○ Convert feet, inches, yards to miles and the reverse • Create a line plot of different data • Interpret the information being presented in the line plot and explain the data 	<p>5.MD.1 (MAFS.5.MD.1.1): Convert among different-sized measurement units within a given measurement system and use these conversions in solving multi-step word problems</p> <p>5.MD.2 (MAFS.5.MD.1.2): Make a line plot to display a data set of measurements in fractions of a unit ($\frac{1}{2}$, $\frac{1}{4}$, $\frac{1}{8}$), Use operations on fractions for this grade to solve problems involving information presents in line plots</p>	<p>McGraw-Hill Math Chapter 11</p> <p>Lesson 1: Hands On: Measure with a Ruler</p> <p>Lesson 2: Convert Customary Units of Length</p> <p>Lesson 3: Problem Solving Investigation Strategy: Use Logical Reasoning</p> <p>Lesson 4: Hands On: Estimate and Measure Weight</p> <p>Lesson 5: Convert Customary Units of Weight</p> <p>Lesson 6: Hands On: Estimate and Measure Capacity</p> <p>Lesson 7: Convert Customary Units of Capacity</p>

	<p>based on the line plot</p>		<p>Lesson 8: Display Measurement Data on a Line Plot Lesson 9: Hands On: Metric Rulers Lesson 10: Convert Metric Units of Length Lesson 11: Hands On: estimate and Measure Metric Mass Lesson 12: Convert Metric Units of Mass Lesson 13: Convert Metric Units of Capacity</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Inch Rulers -Balances -Ounce Weights -Pound weights</p>
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			<p>-Cup, Pint, Quart, and gallon containers -Number Lines -Bar Graphs -Inch Rulers -Meter sticks -Gram weights</p> <p>BrainPop Precision and accuracy Metric Units Customary Units Metric Vs. Customary Units</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
<p>Weeks 28-30</p> <p>Days 136-150</p>	<ul style="list-style-type: none"> Understand the attributes of 2-Dimensional figures Place 2-Dimensional in categories based on their properties. I.e. all squares are rectangles but not all rectangles are squares. All squares and rectangles are polyons which are quadrilaterals. 	<p>5.G.3 (MAFS.5.G.2.3): Understand the attributes belong to the category of two-dimensional figures also belong to all subcategories of that category</p> <p>5.G.4 (MAFS.5.G.2.4): Classify two-dimensional figures in a hierarchy based on properties</p> <p>5.MD.3 (MAFS.5.MD.3.3):Recognize volume as an attribute of solid figures</p>	<p>McGraw-Hill Math Chapter 12 Lesson 1: Polygons Lesson 2: Hands On: Sides and Angles of Triangles Lesson 3: Classify Triangles Lesson 4: Hands On: Side and Angles of Quadrilaterals Lesson 5: Classify Quadrilaterals Lesson 6: Hands On: Build Three-Dimensional Figures</p>

	<ul style="list-style-type: none"> • Understand that Volume is only related to 3-D figures • Understand what Volume is measuring • Define a “unit cube” and that it has a volume of “1 cubic unit” • Use cubic cm, cubic in., and cubic ft. to measure volume • Relate volume to addition • Relate volume to multiplication • Solve real-world problems involving volume • Find the volume of right rectangular prisms <ul style="list-style-type: none"> ○ Fill the figure with cubes and count them ○ Show how multiplication can be used to find volume ○ Explain how the two methods are similar • Apply the Volume formula to right rectangular prisms <ul style="list-style-type: none"> ○ Length x width x height $l \times w \times h$ ○ Area of the base x height ○ $B \times h$ • Find the volume of composite figures by finding 	<p>and understand concepts of volume measurement</p> <p>5.MD.3a (MAFS.5.MD.3.3a): A cube with side length 1 unit, called a “unit cube”, is said to have “one cubic unit” of volume, and can be used to measure volume</p> <p>5.MD.3b (MAFS.5.MD.3.3b): A solid figure which can be packed without gaps or overlaps using n unit cubes is said to have a volume of n cubic units</p> <p>5. MD.4 (MAFS.5.MD.3.4): Measure volume by counting unit cubes, using cubic cm, cubic in, cubic ft, and improvised units.</p> <p>5.MD.5 (MAFS.5.NF.2.5): Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume</p> <p>5.MD.5a (MAFS.5.NF.2.5a): Find the volume of a right rectangular prism with whole-number side lengths by packing it with unit cubes, and show that the volume is the same as would be found by multiplying the edge lengths, equivalently by multiplying</p>	<p>Lesson 7: Three-Dimensional Figures Lesson 8: Hands On: Use Models to Find the Volume of Prisms Lesson 9: Volume of Prisms Lesson 10: Hands On: Build Composite Figures Lesson 11: Volume of Composite Figures Lesson 12: Problem Solving Investigation Strategy: Make a Model</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Am I ready? Visual Vocabulary Cards</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Centimeter Cubes -Three-Dimensional Solids -Nets of Three-Dimensional Shapes -Grid Paper -Cut Outs of three Parallelograms</p>
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	<p>the volume of each figure and adding them together</p>	<p>the height by the area of the base. Represent threefold whole-number products as volumes,</p> <p>5.MD.5b (MAFS.5.NF.2.5b): Apply the formulas $V = l \times w \times h$ and $V = B \times h$ for rectangular prisms to find volumes of right rectangular prisms with whole number edge lengths in the context of solving real world and mathematical problems</p> <p>5. MD.5c (MAFS.5.NF.2.5c): Recognize volume as an additive. Find volumes of solid figures composed of two non-overlapping right rectangular prisms by adding the volumes of the non-overlapping parts, applying this technique to solve real world problems</p>	<p>-Cut out of Three Quadrilaterals that are not Parallelograms -Protractors -Centimeter or Inch Rulers -Index cards with 2-D shapes drawn on them (use these shapes to have students do a picture sort to try and organize them into categories. Use as a station. Have them write out their reasoning and have them then try to sort the cards differently and express their understanding.</p> <p>BrainPop Polygons Volume of Prisms</p> <p>Additional Resources www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
<p>Weeks 31-32</p> <p>Days</p>	<ul style="list-style-type: none"> Use parentheses, brackets and braces to write and solve numerical expressions Understand where each fall in the order of operations Interpret numerical 	<p>5.OA.1 (MAFS.5.OA.1.1): Use parentheses, brackets, or braces in numerical expressions, and evaluate expressions with these symbols</p> <p>5.OA.2 (MAFS.5.OA.1.2): Write simple expressions that record</p>	<p>McGraw-Hill Math Chapter 7 Lesson 1: Hands On: Numerical Expressions Lesson 2: Order of Operations Lesson 3: Write Numerical Expressions Lesson 4: Problem Solving Investigation</p>

<p>151-160</p>	<p>expressions without solving them</p> <ul style="list-style-type: none"> • When given rules, create numerical patterns • Explain the relationship between the terms in a pattern • Using a pattern, create and graph a set of ordered pairs • Create a coordinate plane and understand <ul style="list-style-type: none"> ○ Where the origin is ○ Coordinate planes are created with a series of parallel and perpendicular lines ○ What value the origin represents ○ What is the x-axis ○ What is the y-axis ○ What is a quadrant • Understand that a point is created using an x-coordinate and a y-coordinate • Points are graphed by moving horizontally on the x-axis and then vertically on the y-axis • Explain the connection between the x-axis and the x-coordinate and the y-axis 	<p>calculations with numbers, and interpret numerical expressions without evaluating them</p> <p>5.OA.3 (MAFS.5.OA.2.3): Generate two numerical patterns using two given rules. Identify apparent relationships between corresponding terms. Form ordered pairs consisting of corresponding terms from the two patterns, and graph the ordered pairs on a coordinate plane</p> <p>5.G.1 (MAFS.5.G.1.1): Use a pair of perpendicular lines, called axes, to define a coordinate system, with the intersection of the lines (origin) arranged to coincide with the 0 on each line and a given point in the plane located by using an ordered pair of numbers, called its coordinates. Understand that the first number indicates how far to travel in the direction of the second axis, with the convention that the names of the two axes and the coordinates correspond (x-axis and x-coordinate, y-axis and y-coordinate).</p> <p>5.G.2 (MAFS.5.G.1.2): Represent real world and mathematical problems by graphing points in the first quadrant of</p>	<p>Strategy: Work Backward Lesson 5: Hands On: Generate Patterns Lesson 6: Patterns Lesson 7: Hands On: Map Locations Lesson 8: Ordered Pairs Lesson 9: Graph Patterns</p> <p>E-Assessments –E-assessments (pre and summative) must be given for every unit. Chapter Pretest Chapter Test 2A or 2B</p> <p>Additional McGraw-Hill Resources Check my progress My Review and Reflect Visual Vocabulary Cards Am I ready?</p> <p>Fluency -Fact Dash</p> <p>Manipulatives -Counters -Index Cards Numbered 0-9 -Connecting cubes -Toothpicks -Globes -Atlases -Grid Paper</p> <p>BrainPop</p>
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	<ul style="list-style-type: none"> and the y-coordinate Graph coordinates in quadrant one 	<p>the coordinate plane, and interpret coordinate values of points in the context of the situation</p>	<p>Order of operations Coordinate plane Parallel and Perpendicular lines</p> <p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>
<p>Weeks 33-36</p> <p>Days 161-180</p>	<ul style="list-style-type: none"> The following weeks should be used to review grade level content and have students demonstrate their mastery of their skills. Use this time to give end of year assessments 	<p>All Standards should be reviewed between now and the end of the year. Reinforce weak areas, and assign end of year projects where students can demonstrate Mastery of topics</p>	<p>Additional Resources CPALMS www.discoveryeducation.com www.connected.mcgraw-hill.com www.brainpop.com www.jr.brainpop.com</p>

Time Frame	Academic Concepts and Skills	Standards	Resources available As you discover great resources, please forward them to your school's curriculum team
Week 1	The first week of the school year should be used to teach your classroom behavior goals, set high expectations, build rapport and gain give students a diagnostic assessment to learn their strengths and weaknesses		
Weeks 2-3 Days 6-15	<p>Students must use scientific processes with appropriate lab safety techniques to construct understanding in all science content areas</p> <ul style="list-style-type: none"> Identify questions that can be answered through Scientific investigations Design and conduct a scientific experiment investigation Use appropriate mathematical tools and techniques to gather data and information Analyze and interpret data Develop descriptions, models, explanations and predictions Think critically and logically to connect evidence and explanations Communicate specific scientific procedures and expectations 	<p>The first two weeks will focus on the skills the students need to be successful in Science. The skills will also help them as they process through the 6th grade program</p> <p>The ground work is set now, in order to have active and safe experiments during the school year</p>	<p>McGraw Hill Science textbook Book A through O- Pages SR2-SR13 *Located in the back of the book</p> <p>BrainPop Scientific Notation Critical Reasoning Precision and Accuracy</p> <p>Additional Resources Science textbook: Book B – Page SR29-SR39 This section contains instructions on how to create different types of foldables</p> <p>Science Learning Standards *this link contains all of the standards, descriptions, Expectations for learning, instructional strategies and common misconceptions. This is a great resource to use to guide planning</p> <p>CPALMS</p>
Weeks 4-6	<ul style="list-style-type: none"> Thermal energy is transferred as water changes state throughout the cycle 	ESS 1 (SC.6.E.7.2): The Hydrological cycle illustrates the changing states of water as it	McGraw Hill Science Textbook Book D-Chapter 15- Pages 525-544

<p>Days 16-30</p>	<ul style="list-style-type: none"> • The cycling of water through the atmosphere is an important part of weather patterns • Rate at which the water flows through the rock and soil is dependent upon the porosity and permeability of the soil or rock 	<p>moves through the lithosphere, biosphere, hydrosphere and atmosphere</p>	<p>Inquiry Labs and Mini Experiments Page 527 Which Heats faster? Page 537 How many drops can fit on a penny? Page 531 What happens to temperature during change of state? Page 541 Is every substance less dense in its solid state Page 544 Why is liquid water denser than ice?</p> <p>BrainPop Water Cycle</p> <p>Additional Resources Water Cycle interactive website Sugar Crystal Ornament Lab Incredible Egg Geode Lab CPALMS</p> <p>Google Docs <i>See Google Doc ^{4th} grade Science Activities" for Activities and labs submitted by teachers</i></p>
<p>Weeks 7-9</p> <p>Days 31-45</p>	<ul style="list-style-type: none"> • The sun is the major source of energy for wind, air and ocean currents and the hydrologic cycle • As thermal energy transfers occur in the atmosphere and ocean, currents form • Large bodies of water can influence weather and climate • The Jetstream is an example of an atmospheric current • The Gulf Stream is an example of an oceanic current 	<p>ESS 2 (SC.6.E.7.3 & SC.6.E.7.6): Thermal energy transfers in the ocean and the atmosphere contributes to the formation of currents, which influence global climate patterns</p>	<p>McGraw Hill Science Textbook Book D- Chapter 16- Pages 560-602</p> <p>Inquiry Labs and Mini Experiments Page 563 How are salt and density related? Page 573 How is sea level measured? Page 581 How does wind move water? Page 589 What happens to litter in the ocean? Page 565 How does salinity affect the density of water Page 577 Can you analyze tidal data Page 585 How does temperature affect ocean</p>

	<ul style="list-style-type: none"> • Ocean currents are also influenced by water density, mineral content, ocean floor topography, and Earth’s rotation 		<p>currents Page 594 How does pH of seawater affect marine organisms Page 579 High tides in the Bay of Fundy Page 587 How do oceanographers study ocean currents Page 596 Predicting Whale signings based on upwelling</p> <p>BrainPop Ocean Floor Tides Currents</p> <p>Additional Resources CPALMS</p> <p>Google Docs Energy Graphic Organizer Energy in the Atmosphere Graphic Organizer <i>See Google Doc “⁷ grade Science Activities” for Activities and labs submitted by teachers</i></p>
<p>Weeks 10-12</p> <p>Days 46-60</p>	<ul style="list-style-type: none"> • The atmosphere is held to Earth by the force of gravity • There are defined layers of the atmosphere that have specific properties, such as temperature, chemical composition and physical characteristics • Gases in the atmosphere include nitrogen, oxygen, water vapor, carbon dioxide, and other trace 	<p>ESS 3 (SC.6.E.7.4 & SC.6.E.7.9): The atmosphere has different properties at different elevations and contains a mixture of gases that cycle through the lithosphere, biosphere, hydrosphere and atmosphere</p>	<p>McGraw Hill Science Textbook Book C – Chapter 12 –Pages 406-446</p> <p>Inquiry Labs and Mini Experiments Page 409 – Where does air apply pressure? Page 418 – What happens to air as it warms? Page 427 – Why does air move? Page 434 -How does acid rain form? Page 410 –Why does furniture get dusty? Page 423 –Can you identify a temperature</p>

	<p>gasses</p> <ul style="list-style-type: none"> • Biogeochemical cycles illustrate the movement of specific elements or molecules through the lithosphere, biosphere, hydrosphere and atmosphere <p><i>*emphasis is on why the atmosphere has defined layers, not on naming the layers</i></p>		<p>inversion? Page 429 –Can you model the Coriolis effect? Page 437 –Can being out in fresh air be harmful to your health? Page 425 –Can you conduct, convect, and radiate? Page 432 –Can you model global wind patterns?</p> <p>BrainPop Air pollution Earth’s Atmosphere Ozone Layer</p> <p>Additional Resources CPALMS</p> <p>Google Docs Water Cycle Activity <i>See Google Doc “7th grade Science Activities” for Activities and labs submitted by teachers</i></p>
<p>Weeks 13-15</p> <p>Days 61-75</p>	<ul style="list-style-type: none"> • Moon phases • A solar eclipse is when Earth moves into the shadow of the moon (during a new moon) • A Lunar eclipse is when the moon moves into the shadow of Earth (during a full moon) • Gravitational force between the Earth and the moon causes daily oceanic tides • Spring tides occur when the gravitational forces from the sun 	<p>ESS 4 (SC.6.E.7.5): The relative patterns of motion and positions of the Earth, moon and sun cause lunar eclipses, tides and phases of the moon</p>	<p>McGraw Hill Science Textbook Book E – Chapter 20 - Pages 722-758</p> <p>Inquiry Labs and Mini Experiments Page 725 – Does Earth’s Shape affect temperatures on Earth’s surface Page 735 –Why does the Moon appear to change shape? Page 743 – How do shadows change? Page 726 – What keeps Earth in orbit? Page 738 – How can the Moon be rotating if the same side of the Moon is always facing</p>

	<p>and moon align (at new and full moons)</p> <ul style="list-style-type: none"> • Neap tides occur when the gravitational forces of the sun and moon are perpendicular (at first and last quarter moons) 		<p>Earth? Page 744 – What does the Moon’s shadow look like? Page 733 – How does Earth’s tilted rotation axis affect the seasons? Page 750 – Phases of the Moon</p> <p>Brainpop Tides Moon Moon phases</p> <p>Additional Resources CPALMS</p> <p>Google Docs Arranging the Moon Phases Birthday Moons Lunar Lollipops Moon Phases Flip Books <i>See Google Doc “^{7th} grade Science Activities” for Activities and labs submitted by teachers</i></p>
<p>Weeks 16-18</p> <p>Days 76-90</p>	<ul style="list-style-type: none"> • Plants use the energy in light to make sugars out of carbon dioxide and water (photosynthesis) <ul style="list-style-type: none"> ○ Materials can be used or stored for later • Organisms that eat plants break down plant structures to produce the materials and energy they need to survive • Energy can transform from one form to another in living things 	<p>LS1 (SC.7.L.17.1 & SC.7.L.17.2): Matter is transferred continuously between one organism to another and between organisms and their physical environments</p>	<p>McGraw Hill Science Textbook Book J – Chapter 20 - pages 704-758</p> <p>Inquiry Labs and Mini Experiments Page 707 – Is it living or nonliving? Page 713 –How can you model raindrops? Page 723 –How does energy change form? Page 715 –Is your soil rich in nitrogen? Page 725 –How can you classify organisms? Page 721 –How do Scientists use variables? Page 730 –How does soil type affect plant</p>

	<ul style="list-style-type: none"> • Animals get energy from oxidizing food, releasing some of its energy as heat • The total amount of matter and energy remains constant, even though its form and location change <p><i>*Chemical reactions are presented as the rearrangement of atoms in molecules-not in terms of subatomic structures of atoms</i></p>		<p>growth?</p> <p>BrainPop Ecosystem Photosynthesis</p> <p>Additional Resources CPALMS</p> <p>Google Docs Evidence of Photosynthesis Energy Flow Graphic Organizer Transfer of Energy Graphic Organizer Food Chains Deer Predation or Starvation <i>See Google Doc "4th grade Science Activities" for Activities and labs submitted by teachers</i></p>
<p>Weeks 19-21</p> <p>Days 91-105</p>	<ul style="list-style-type: none"> • Biomes are regional ecosystems characterized by distinct types of organisms that have developed under specific soil and climate conditions • The variety of Physical (abiotic) conditions that exists on Earth gives rise to diverse environments (biomes) and allows for the existence of a wide variety of organisms (biodiversity) • Ecosystems are dynamic in nature • Disruptions to the physical (abiotic) or biological (biotic) components of an ecosystem impact the 	<p>LS 2 (SC.7.L.17.3): In any particular biome, the number, growth and survival of organisms and populations depend on biotic and abiotic factors</p>	<p>McGraw Hill Science Textbook Book J –Chapter 21 -Pages 774-808</p> <p>Inquiry Labs and Mini Experiments Page 741 –How many times do you interact? Page 749 – What events can change a population? Page 759 – What are the roles in your school community? Page 743 – What are limiting factors? Page 752 – How does migration affect population size? Page 760 – How can you model a food web? Page 757 –How do populations change in size? Page 766 – How can you model a symbiotic</p>

	composition of an ecosystem		relationship? BrainPop Land Biomes Taiga (biome) Desert (biome) Tropical Rainforest (biome) Tundra (biome) Savanna (biome) Underwater World (biome) Additional Resources CPALMS Google Docs Closed Bottle Ecosystems <i>See Google Doc "7th grade Science Activities" for Activities and labs submitted by teachers</i>
Weeks 22-24 Days 106-120	<ul style="list-style-type: none"> • Elements can be organized into families with similar properties <ul style="list-style-type: none"> ○ Highly reactive metals ○ Less-reactive metals ○ Highly reactive nonmetals ○ Some gases that are almost completely nonreactive • Substances are classified according to their properties (metals vs. acids) • When substances interact to form new substances, the properties of the two change, but the mass stays the same • Students should use pH tests to compare different substances for 	PS 1 (SC.8.P.8.4 & SC.8.P.8.5): Changes of state are explained by a model of matter composed of atoms and/or molecules that are in motion	McGraw Hill Science Textbook Book M –Chapter 9 –Pages 310-334 Book M –Chapter 10 –Pages 342-376 Inquiry Labs and Mini Experiments Page 313 –What’s in there? Page 326 –How many different things can you make? Page 345 –How can objects be organized? Page 355 –What properties make metals useful? Page 363 –What are some properties of nonmetals? Page 320 –How can you gather information about what you can’t see?

	<p>acidity, neutrals, and basic</p> <p><i>*Conceptual introduction to the periodic table of elements</i></p>		<p>Page 329 –How many penny isotopes do you have?</p> <p>Page 351 –How does atom size change across a period?</p> <p>Page 359 –How well do materials conduct thermal energy?</p> <p>Page 368 –Which insulates better?</p> <p>Page 353 –How is the periodic table arranged?</p> <p>Page 334 –Communicate your knowledge about the atom?</p> <p>BrainPop Atomic Model Periodic Table of elements</p> <p>Additional Resources Science Geek – website with links to periodic table activities Element Brochure – Website instructions to create periodic table brochures CPALMS</p> <p>Google Docs 7th grade Periodic Table 7th grade Hunting Elements <i>See Google Doc “7th grade Science Activities” for Activities and labs submitted by teachers</i></p>
<p>Weeks 25-28</p> <p>Days</p>	<ul style="list-style-type: none"> When energy is <i>transferred</i> from one system to another the amount of energy before and after the transfer are equal When energy is <i>transformed</i> from one form to another, the total 	<p>PS 2 (SC.6.P.11.1 & SC.7.P.11.3): Energy can be transformed or transferred but is never lost</p> <p>PS 3 (SC.7.9.11.1 & SC.7.9.11.2</p>	<p>McGraw Hill Science Textbook Book L –Chapter 5 –Pages 158-226</p> <p>Inquiry Labs and Mini Experiments Page 161 –Can you make a change in matter? Page 169 –Is energy lost when it changes</p>

<p>121-140</p>	<p>amount of energy remains the same.</p> <ul style="list-style-type: none"> • Mechanical energy can be transferred when objects push or pull on each other over a distance • Electromagnetic waves transfer energy when they interact with matter • Thermal energy is transferred through radiation, convection and conduction • Electrical energy transfers when an electrical source is connected in a complete electrical circuit to an electrical device 	<p>& SC.8.L.18.4): Energy can be transferred through a variety of ways</p>	<p>form? Page 177 –How are energy resources different? Page 164 –Can a moving object do work? Page 173 –How does energy change form? Page 183 –What energy resource provide our electric energy? Page 175 – Can you identify energy from transformations? Page 186 – Pinwheel Power</p> <p>BrainPop Acceleration Forms of energy</p> <p>Additional Resources CPALMS</p> <p>Google Docs Forms of Energy-Fill in the blank story Methods of Heat Transfer Kinetic vs Potential energy card sort Potential and Kinetic energy Lab and notes <i>See Google Doc "7th grade Science Activities" for Activities and labs submitted by teachers</i></p>
<p>Weeks 29-36 141-180</p>	<ul style="list-style-type: none"> • The following weeks should be spent on students using their inquiry skills to design, test, and present an experiment to their classmates. (Science Fair) • Students must use scientific 		<p>Additional Resources CPALMS Science Fair – this is a link to instructions on helping students prepare for a Science Fair</p>

	<p>processes with appropriate lab safety techniques to construct understanding in all science content areas</p> <ul style="list-style-type: none"> • Identify questions that can be answered through Scientific investigations • Design and conduct a scientific experiment investigation • Use appropriate mathematical tools and techniques to gather data and information • Analyze and interpret data • Develop descriptions, models, explanations and predictions • Think critically and logically to connect evidence and explanations • Communicate specific scientific procedures and expectations. 		<p>Google Docs Elementary Science Fair Starting guide <i>See Google Doc "6th grade Science Activities" for Activities and labs submitted</i></p>
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Individual Professional Development Plan / Goal Sheet

Name:	Submission Date:
Building/Assignment:	
Type of Certificate/License:	
Area of Licensure:	
Issue Date:	Effective Date:
	Expiration Date:
Plan Type Select one: <input type="checkbox"/> Initial Proposal <input type="checkbox"/> Revised Proposal <input type="checkbox"/> Amended Proposal	
IPDP Effective Date: From _____ to _____	
Renewal Cycle Select one: <input type="checkbox"/> Transitioning from certificate to license <input type="checkbox"/> 1 st renewal of 5-year license <input type="checkbox"/> 2 nd renewal of 5-year license <input type="checkbox"/> 3 rd + renewal of 5-year license	
Goals List 3-5 goals for your professional development learning. Within each goal, include three distinct aspects: (1) intention to engage in learning; (2) focus for learning; and (3) rationale for & application of learning. Indicate which Ohio Educator Standard(s) each goal reflects. (See sample goal below.)	
Sample Goal: <i>I will increase my knowledge of strategies to manage groups of students in order to improve classroom discipline.</i> Educator Standards: <i>Teacher Standard #1, Teachers understand student learning & development and respect the diversity of the students they teach.</i> <i>Teacher Standard #5, Teachers create learning environments that promote high levels of learning & achievement for all students.</i>	
Goal 1 Educator Standard	
Goal 2 Educator Standard	
Goal 3 Educator Standard	

Additional goals (if applicable):

DO NOT MARK BELOW THIS LINE. FOR LPDC USE ONLY.

**D Revise/Resubmit
Revision Advice:**

-OR-

D Approved as written

Approval Signature_____ Date_____



Monitoring Student Learning

Purpose: Although Resident Educators will collect multiple sources of evidence of student learning throughout the year, this data inventory allows REs to identify a limited number of students and to monitor their learning in-depth. This process will help REs assess the effectiveness of their instructional practices. Monitoring a limited number of students can help the RE feel less overwhelmed by the range of learner needs within the classroom.

Directions:

1. Together, mentors and Resident Educators identify two students from two different instructional groups.
2. Resident Educators complete the *Monitoring Student Learning* data inventory below.
3. Once the *Monitoring Student Learning* data inventory is complete, mentors and Resident Educators can move into the planning phase of the Teaching-Learning Cycle.

MONITORING STUDENT LEARNING

Resident Educator:		Date Completed:	
Grade Level/Subject Area:		Grade Level/Subject Area:	
Student Name (First Name Only)		Student Name (First Name Only)	
Student Profile: Gender, Age		Student Profile: Gender, Age	
Description of Learning Concerns:		Description of Learning Concerns:	
Relevant Data	Data Source	Relevant Data	Data Source



Resident Educator Year 1 Self-Assessment Summary

Resident Educator:

Mentor:

Grade Level/Subject Area:

Date:

Directions:

1. List strengths and areas for growth based on the first-year self-assessment.
2. Identify two priority areas for growth on which you will base your goals.
3. Review this document with your mentor, revise areas for growth as needed, and use this information for goal setting.

Strengths (Proficient)	Standard	Areas for Growth (Developing)
	Standard 1: Students <ul style="list-style-type: none"> • Knowledge of student development and prior learning • Relationships with students 	
	Standard 2: Content <ul style="list-style-type: none"> • Planning and instruction using knowledge of learning and content-specific strategies • Understanding assigned content and curriculum 	
	Standard 3: Assessment <ul style="list-style-type: none"> • Variety of formal and informal assessments • Alignment of standards, curriculum and instruction with assessments 	
	Standard 4: Instruction <ul style="list-style-type: none"> • Data-based goals • Research-based instructional activities • Appropriate instruction • Content linked with past and future learning • Differentiated scope and sequence of content as needed 	
	Standard 5: Learning Environment <ul style="list-style-type: none"> • Promotion of respect, cooperation and collaboration among students • Use of flexible learning and grouping strategies • Appropriate use of instructional time 	
	Standard 6: Collaboration and Communication <ul style="list-style-type: none"> • Effective communication strategies within the classroom • Use of variety of communication strategies with those outside the classroom 	
	Standard 7: Professional Responsibility and Growth <ul style="list-style-type: none"> • Adherence to district, state and federal regulations • Identification of areas of professional growth • Targeted goals • Participation in relevant professional development 	



Introduction to the *Goal-Setting Template*

Purpose: The Professional Goals-Setting Template allows mentors and Resident Educators to collaborate on a goal-setting process to guide the RE's growth for the academic year.

Directions:

1. Collaboratively with your evaluator and mentor, identify **two** goals that are specific, measurable, attainable, relevant, and time-bound (SMART). These should align with the two priorities identified on the *Self-Assessment Summary for Resident Educators* and other data.
2. Identify strategies needed and specify action steps to meet each goal, with a clear timeline, and evidence that will show completion of each goal. Use **two** goal-setting templates (one for each goal).
3. At mid-year and end-of-year, review your progress toward goal attainment, outlining the actions taken and the evidence which supports it. Revise goals as needed.



Goal-Setting Template

Resident Educator:

Mentor:

Grade Level/Subject Area:

Date:

SMART GOAL #1	
Strategies needed to attain goal:	
Beginning of Year	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed
Mid-Year Review	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed



End-of-Year Review	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed



Goal-Setting Template

Resident Educator:

Mentor:

Grade Level/Subject Area:

Date:

SMART GOAL #2	
Strategies needed to attain goal:	
Beginning of Year	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed
Mid-Year Review	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed



End-of-Year Review	
Planned Action Steps	Timeline
Evidence Indicators/Outcomes	Resources Needed



End-of-Year Reflection on Professional Goals

Directions:

- Consider your professional practice over the past year, in terms of the goals set aside and the evidence collected.
- Answer each of the following questions.

SMART GOAL #1:

1. Summarize your progress in the goal area. How did your progress in this area affect student learning and achievement?
2. If you met your goal, what contributed to your success?
3. If you did not meet your goal, what were barriers to your success?

SMART GOAL #2:

4. Summarize your progress in the goal area. How did your progress in this area affect student learning and achievement?
5. If you met your goal, what contributed to your success?
6. If you did not meet your goal, what were barriers to your success?

OVERALL:

7. Of what are you most proud when you look back at the academic year?
8. What are possible areas for growth in the upcoming academic year?

RESIDENT EDUCATOR PROGRAM
 5:00PM - 7:00PM
 Wright Prep Academy
 1500 Superior SW, Canton

March	21	Maureen Businger	ODE Resources Charter Schools Cambridge Education Group RESA Program Outline and Assignments with Due Dates OTES Outline and Assignments with Due Dates
	28	Maureen Businger	Data and Data Analysis NWEA Knowledge Academy
April	4	Andrea Pat Cole	Curriculum - Understanding the Curriculum and Instructional Strategies Stations
	11	Andrea	Using McGraw - Hill and Cambridge Resources
	18	Audra Bobbs	Special Education 101 - Tracking communication, documenting and providing services outlined on the IEP
	25	Joy	Collaboration, Team, Culture
May	2	Kristen Clotworthy	TBT 5 Step Process
	9	Leeanna Simmons	Communication
	16	Jessica Anderson	Title 1
	23	Kristen CLotworthy	TBT
	30	Kristen CLotworthy	TBT

ATTACHMENT 8.3

DISMISSAL OF STAFF

a.) Dismissal Procedures for Staff and The Plan for Disposition of Employees

Dismissal and Disciplinary Procedure for Staff

The School is an “At Will” employer and employees may be terminated without cause. Listed below are some reasons why an employee may be terminated or disciplined.

- Theft or dishonesty
- Intentional destruction or unauthorized use of School property
- Falsification of School records
- Unacceptable work performance, including irregular or tardy attendance
- Threatening harassing, assaulting or abusing any student, employee or visitor
- Sexual harassment
- Fighting physical violence or verbal abuse
- Violation of the drug, alcohol or smoking policies
- Neglect of duty
- Insubordination
- Failure to adhere to the mission and/or policies of the School
- Other behavior seriously detrimental to the successful operation of the school or student performance

Disposition of Employees if School Sponsor Contract is Terminated In the event that the School’s community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other schools managed by Cambridge Education Group or other employers and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority or Cambridge Education Group will ensure:

1. that each staff member’s LPDC information is current and up to date,
2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
3. that the school staff members have sponsor contact information,
4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
5. that the staff will receive clear timelines and procedures for the closing.

ATTACHMENT 8.4

EMPLOYEE BENEFITS

Orchard Park Academy (OPA) will provide its employees with quality, affordable, and competitive healthcare benefits as a part of its total compensation package.

Health insurance is available with a company contribution towards the premiums for all full time employees once they have met a 60 day waiting period. Each full time employee who elects healthcare will have the option of enrolling in medical, dental, and/or vision coverages as an individual or may include immediate family members.

Health insurance benefit plans are subject to change at the discretion of the Company.

Retirement contributions are made through State Teachers Retirement (STRS) for certified staff and School Employees Retirement (SERS) for classified staff.

OPA employees also accrue paid time off (PTO) days as per the employee handbook.

Projected FY20	Orchard Park Academy 2019-20 Operating Budget FY21 Budget
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Total Professional Fees

537,386 606,212

Office Expense - Travel & Mtgs	317	500	
Office Expense - Telephone	6,380	7,000	Net of Erate
Office Expense - Postage	1,699	2,000	
Office Expense - Internet	2,863	3,500	Net of Erate
Office Expense - Copier	6,053	6,300	
Office Expense - Supplies	8,054	8,500	
Office Expense - Other	4,879	5,000	

Total Office Expenses

30,244 32,800

Office Exp - Classrm Supplies	9,644	30,000	McGraw Hill, Wilson Language etc..
Office Exp - Educ Software	2,745	3,500	NWEA Assessment, Misc.
Office Expense - Tech Supplies	14,377	10,000	
Student Support - Food Service	84,945	80,000	
Cares/ Broadband		25,747	One to one, Tablets, hotspots
Studnt Supprt -Studnt Incent.	858	1,000	

Total Student Support

112,569 150,247

Interest/Bank Fees	659	750	
Miscellaneous Expense	6,000	7,500	Board Stipends; virtual meetings
Depreciation Expense	40,395	35,449	

Total Other Expense

47,054 43,699

Total Expenses

1,762,271 1,956,818

Net Income (Loss)

\$ (126,009) \$ 64,358

FY21 Budget

10.00 FTEs

Reimbursement Rates

Full time	\$150.00 weekly	Over 24 hours attendance	\$645.00
Part time	\$75.00	Under 24 hours attendance	
Hourly	\$6.00	Under 9 hours	

Revenues

State Funding \$ 58,050.00

Total Revenues \$ 58,050.00

Expenses

Purchased Services - Employment \$ 35,000.00

Instr Retirement - 14% STRS

Instr Employer - Taxes

Instructional Healthcare

Worker's Compensation

Instructional Unemployment

Total Employment Expense \$ 35,000.00

Facility Costs - Security \$ -

Facility Costs - Janitorial \$ -

Facility Costs - Rep & Maint. \$ -

Facility Costs - Rent \$ -

Facility Costs - Other \$ -

Facility Costs - Utilities \$ -

Total Facility Expense \$ -

Professional Fees - Consulting

Professional Fees - Development

Professional Fees - Mgt. Fees \$ -

Professional Fees - Legal \$ -

Professional Fees-Sponsor Fees \$ -

Prof Fees - Audit and Acctng \$ -

Marketing

Insurance \$ -

Total Professional Fees	\$	-
Office Expense - Travel & Mtgs	\$	-
Office Expense - Telephone	\$	-
Office Expense - Postage	\$	-
Office Expense - Internet	\$	-
Office Expense - Copier	\$	-
Office Expense - Supplies	\$	2,000.00
Office Expense - Other		
Total Office Expenses	\$	2,000.00
Office Exp - Classrm Supplies	\$	2,000.00
Office Exp - Educ Software	\$	500.00
Office Expense - Tech Supplies	\$	2,000.00
Student Support - Food Service	\$	-
Student Support - Transport	\$	-
Studnt Supprt -Studnt Incent.	\$	-
Total Student Support	\$	4,500.00
Interest/Bank Fees	\$	-
Miscellaneous Expense	\$	-
Depreciation Expense	\$	-
Total Other Expense	\$	-
Total Expenses	\$	41,500.00
Net Income (Loss)	\$	16,550.00

18 Orchard Certifie 1

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27,000

Monthly

3,500	326	3,000	(600)	150	300	6,676
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31,676

24	\$ 1,042	\$ 14	\$ 125	\$ 278
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2,520	235	2,160	(432)	108	300	4,891
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22,891

24	\$ 750	\$ 10	\$ 90	\$ 204
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\$ 1,319.84

\$ 953.79

\$ 2,273.63

Orchard Park
Employment
June 30, 2021

	School	System	Staffing FTE	Name	Title	FY21 Compensation			Employer Share						Total Employment Cost		
						FY21 Projected Base	Longevity Bonus/Etc.	FY21 Total Comp	Retirement	Medicare	Health Care	EE Contribution	Workers Comp	Unemployment		Total Employer Costs	
1	Orchard	Certified	*	1	BECERRA, COURTNEY (01585)	Title	\$ 26,500	\$ -	\$ 26,500	\$ 3,710	\$ 346	\$ 4,676	\$ (935)	\$ 159	\$ 300	\$ 8,256	\$ 34,756
2	Orchard	Certified	*	1	CARTER, EMILY (01301)	6-8 ELA	39,500	5,000	44,500	6,230	581	4,676	(935)	267	300	11,118	55,618
3	Orchard	Certified			Stuhldreher, Stacy	Coach	25,000	-	25,000	3,500	326	5,513	(1,103)	150	300	8,686	33,686
4	Orchard	Certified	*	1	FONG, TIFFANY (01528)	Teacher - Grade 2	34,000	2,000	36,000	5,040	470	5,513	(1,103)	216	300	10,436	46,436
5	Orchard	Certified			TBD	Enrollment Specialist	34,000	-	34,000	4,760	444	5,513	(1,103)	204	300	10,118	44,118
6	Orchard	Certified	*	1	HEYMAN, JENNIFER E. (00360)	Director	97,400	2,000	99,400	13,916	1,297	4,676	(935)	596	300	19,850	119,250
7	Orchard	Certified	*	1	Dan Senger	Coach	20,000	-	20,000	2,800	261	8,919	(1,784)	120	300	10,616	30,616
8	Orchard	Certified	*	1	JOHNSON, RYAN (01281)	Teacher - 4/5 Math & Science	43,000	5,000	48,000	6,720	626	5,513	(1,103)	288	300	12,344	60,344
9	Orchard	Certified	*	1	LATINE, DANIELLE (01114)	Teacher - Grade 1	36,700	2,000	38,700	5,418	505	4,676	(935)	232	300	10,196	48,896
10	Orchard	Certified	*	1	MEDLEY, MARTELL (01297)	PE	29,000	2,000	31,000	4,340	405	4,676	(935)	186	300	8,971	39,971
10	Orchard	Certified	*	1	METZ, CARLI (01299)	Teacher - 6/8 Math	34,000	-	34,000	4,760	444	4,675	(935)	204	300	9,448	43,448
11	Orchard	Certified	*	1	NANCE, OLIVIA (01582)	Title/Sped Aide	25,500	2,000	27,500	3,850	359	5,513	(1,103)	165	300	9,084	36,584
12	Orchard	Certified	*	1	SCHNEIKART, JENNIFER (01565)	Teacher - Grade 3	41,000	2,000	43,000	6,020	561	5,513	(1,103)	258	300	11,549	54,549
13	Orchard	Certified	*	1	SCHUBERT, GERALD (01298)	Teacher - 4/5 ELA & SS	34,000	-	34,000	4,760	444	4,920	(984)	204	300	9,644	43,644
14	Orchard	Certified	*	1	YAEGER, RANNETH (01324)	Teacher - Kindergarten A	34,600	-	34,600	4,844	452	4,676	(935)	208	300	9,544	44,144
15	Orchard	Certified		1	Hendricks, Carrie	Intervention Specialist	35,000	-	35,000	4,900	457	4,200	(840)	210	300	9,227	44,227
16	Orchard	Certified		1	Costello-Lettau, Michelle	Teacher - NB	45,000	-	45,000	6,300	587	5,400	(1,080)	270	300	11,777	56,777
17	Orchard	Certified		1	Ryan Brown		32,000	-	32,000	4,480	418	3,840	(768)	192	300	8,462	40,462
18	Orchard	Certified		1			-	-	-	-	-	-	-	-	-	-	-
19	Orchard	Certified		1			-	-	-	-	-	-	-	-	-	-	-
20	Orchard	Certified		1			-	-	-	-	-	-	-	-	-	-	-
21	Orchard	Certified		1			-	-	-	-	-	-	-	-	-	-	-
22					Salaries paid in FY19		-	-	-	-	-	-	-	-	-	-	21,675
				20			\$ 666,200	\$ 22,000	\$ 688,200	\$ 96,348	\$ 8,981	\$ 93,085	\$ (18,617)	\$ 4,129	\$ 5,400	\$ 189,326	\$ 899,201

Rate	Description
14.00%	Retirement
1.45%	Medicare
12.00%	Health Care
0.60%	Workers Comp
\$300/EE	Unemployment

Orchard Park
Capital Assets
 June 30, 2021

	06/30/20	CY Additions	CY Deletions	06/30/21
Capital Assets:				
Leashold Improvements	36,397	-	-	36,397
Computers and Technology	39,100	2,339	-	41,439 Network upgrade
Furniture & Fixtures	28,804	-	-	28,804
Equipment	54,672	-	-	54,672
Construction-in-Progress	-	-	-	-
Total Capital Assets:	158,973	2,339	-	161,312
Less Accumulated Depreciation:				
Leashold Improvements	(16,168)	(7,279)	-	(23,447)
Computers & Technology	(23,894)	(13,813)	-	(37,707)
Furniture & Fixtures	(7,809)	(5,761)	-	(13,570)
Equipment	(18,990)	(10,934)	-	(29,924)
Total Accumulated Depreciation:	(66,861)	(37,788)	-	(104,648)
Capital Assets, Net	\$ 92,112	\$ (35,449)	\$ -	\$ 56,665

Remove security \$ 25,000.00 Cannot be added back until secure payment on foundation
Curriculum actual Spending report for 175

7/17/2020 First cut discussion

Teacher 1 PE \$ 38,000.00 Isari Removed instead
Teacher2 Nance \$ 32,000.00 Iris (\$32,000)