

RESOLUTION FOR CONTRACT AMENDMENT

This resolution is entered into on this 9th day of January 2019 by and between St. Aloysius, the Sponsor and the Governing Board of Towpath Trail High School and hereby amends the contract for the community school.

WHEREAS, the parties entered into a community school contract on June 30, 2018.

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

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

1) Section 1.4 Sponsor of the Contract shall be revised to add as a new subparagraph: "(i) The Sponsor will oversee community school closure."

2) Section 3.10 Attendance Policy of the Contract shall be revised to replace the first sentence with the following: "The School Governing Authority must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student."

3) Section 6.6 High School Diplomas of the Contract shall be revised to add the following sentence: "Within ten (10) days of any graduation, the School shall provide electronically to the Sponsor a list of all graduates and copies of each graduate's diploma and transcripts."

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

5) Section 11.17 Changes or Modifications shall be revised as follows: "This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the School and be based on best practices provided by NACSA with a commitment to growth and progress. Notifications required by this Charter shall not be considered changes or modifications of this Charter."

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

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

GOVERNING AUTHORITY OF

Towpath Trail High School

By: RONALD MCDANIEL

Governing Authority President

DATE: 1.9.19

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 275 WEST MARKET STREET (“**School**”) in AKRON, Ohio 44303; and

WHEREAS, the **School** is located in the AKRON CITY (school district); and

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

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

ARTICLE I

Purpose

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

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

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

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

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

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

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

ARTICLE II

School Governing Authority

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

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

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

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

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

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

- 2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the Sponsor, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion.
- 2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all School Governing Authority Members are required to obtain a clean criminal background check, including both a BCI and a FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the School Governing Authority Member being appointed to the **School Governing Authority**. A potential School Governing Authority member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCI and FBI check has been submitted directly to the **Sponsor**. The **Sponsor** shall approve the potential School Governing Authority member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted

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

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

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

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

2.5 **Sponsor Oversight.** The **School Governing Authority** and the **School's** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the 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 months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
- (i) Cash Fund Report – a listing of all funds used showing the month’s and year’s activity and balances; and
 - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
 - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form.
 - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts.
 - (v) Check Register – a listing of all checks for the month; and
 - (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
 - (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
 - (viii) Enrollment Records – in the form of monthly FTEs; and
 - (iv) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report .

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

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

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

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

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

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

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

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

ARTICLE III

Operations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Compliance With Laws

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

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

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

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

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

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

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

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

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

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

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at 275 West Market Street, Akron, OH 44303 and 1016-1020 Canton Road, Akron, Ohio 44312. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this charter as Attachment 5.1(a). If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing.

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

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

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

- 5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does

not apply to any portion of the real property not used for primary or secondary educational purposes.

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

ARTICLE VI

Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 9-12 and ages 16-22. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the School Governing Authority desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The Sponsor shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).
- 6.1.1 At the time of opening assurances, the Sponsor shall review the number of students enrolled, the financial and organizational position of the School and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the Sponsor determines that the number of students enrolled and the financial and operational position of the School are not sufficient for the School to remain open for the entire school year, the School may not be permitted to open.
- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing

operation. Failure to continue operation without interruption is grounds for termination of this Charter.

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

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

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

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

School Governing Authority are subject to interventions as detailed in the accountability Attachment 6.4b.

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

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

ARTICLE VII

Reporting

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

- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits. Sponsor shall inform the School within 24 hours if the site visit requires requests for documents and/or data or classroom observation. The Sponsor may make impromptu visits as the **Sponsor** deems advisable or necessary.

ARTICLE VIII

Employees

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

for all certified staff including nurse, counselor, school psychologist or administrator.

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

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

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

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

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

ARTICLE IX

Finance

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

- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.
- 9.2.2 The School Governing Authority must maintain funds equal to three (3) months of treasurer fees in the event the School closes.
- 9.3 **Fiscal Bond**. Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget**. A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as Attachment 9.4. Each year, the **School Governing Authority**, with the assistance of the School's designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law. If the operator does not comply with the request of the **School Governing Authority**, the **School Governing Authority** shall notify the **Sponsor** immediately.
- 9.5 **Borrowing Money**. The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**.
- 9.6 **Payment to Sponsor for Oversight**. For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School Governing Authority** agrees to sign documentation necessary to

accomplish the same. Payments may also be made as a monthly automatic transfer from the state support payment as allowable. Failure to pay the required payment to the **Sponsor** for oversight by the 30th of every month, may result in the **Sponsor** placing the **School** on probation, suspension or termination as prescribed in sections 11.8 thru 11.10 of this Charter.

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

ARTICLE X

Insurance/Indemnification

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

loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;

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

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

ARTICLE XI

General Provisions

- 11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 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 Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination of this Charter.

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

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

- 11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.
- 11.5 **Term.** This Charter shall be for a term of 5 years commencing on July 1, 2018 and will automatically renew for one (1) year terms through June 30, 2023 due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the 2022-2023 school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** as outlined in 11.6.
- 11.6 **Contract Performance Measures.** Each new school will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new school, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the Sponsor from evaluating and closing the School for non-performance under these measures.
- (a) Within the term of this charter, the school may be permanently closed if the Ohio Department of Education determine that the condition(s) outlined in ORC 3314.35 have been met;
 - (b) If the school receives Meets or Exceeds rating in at least one (1) applicable report card component for the most recent school year or meets the criteria in (x) below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed three (3) years.
 - (c) If the school receives a Meets or Exceeds rating in multiple report card measures for the most recent school year or meets the criteria in (x) below, the school shall be eligible to be considered for renewal. After consideration, if the Sponsor renews the school, the term of the new contract shall not exceed five (5) years.

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

- (a) The School's academic performance as measured by:
 - i) The school report card High School Test Passage Rate; and

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

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

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

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

By January 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.

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

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

circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

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

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

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

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

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

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

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

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

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

11.11 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

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

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

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

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

11.15 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid

or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.16 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

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

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

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor’s** failure to comply with FERPA, or the **Sponsor’s** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. Sponsor shall also be responsible for any liability

or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of the School or Ohio Department of Education as a result of such access.

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

Executed this 25 day of June, 2018 in Cincinnati Ohio.

St. Aloysius

School Governing Authority of

Towpath Trail High School

By: Pam Shaner
(Name)

By: Ron McDaniel
(Name)

Its: Executive Director
(Title)

Its: Board President
(Title)

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

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/05/2012	201218500877	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

APRIL N. HART
2529 CANTERBURY ROAD
CLEVELAND HEIGHTS, OH 44118

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2118999

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

TOWPATH TRAIL HIGH SCHOOL

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

Document(s)
DOMESTIC NONPROFIT CORP - ARTICLES

Document No(s):
201218500877



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 July, A.D.
2012.

Ohio Secretary of State



Form 532B Prescribed by:
JON HUSTED
Ohio Secretary of State

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

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

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

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$125
(114-ARN)

2012 JUL -3 AM 9:13

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

****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.

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.

Debra Howell
Signature

Board President
By

Debra Howell
Print Name

Mauseen Ziegler
Signature

Chairman of Finance Committee
By

Mauseen Ziegler
Print Name

Dawn Lawrence
Signature

Board Secretary
By

Dawn Lawrence
Print Name

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Towpath Trail High School 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

April N. Hart
Name

2529 Canterbury Road
Mailing Address

Cleveland Heights
City

Ohio
State

44118
Zip Code

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

Debra Howell
Signature

Maureen Ziegler
Signature

Dawn Lavery
Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, April N. Hart, named herein as the Statutory Agent Name

Statutory agent for Towpath Trail High School Corporation Name

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

Statutory Agent Signature April N. Hart
Individual Agent's Signature/Signature on Behalf of Corporate Agent

If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.

Third: Purpose for which corporation is formed:

The corporation purposes include:

- a. The Corporation is organized exclusively for educational and charitable purposes as defined in Sections §501 (c)(3) and 170(b)(1)(A)(ii) of the Internal Revenue Code as it is now, and as it may be amended in the future, including providing a full time education to a regularly enrolled student body through the use of a regular staff of qualified instructors and State aligned curriculum. Specifically, the Corporation is organized to operate as a public community school in the State of Ohio.

TOWPATH TRAIL HIGH SCHOOL
100 BOARD OPERATING PROCEDURES
CODE OF REGULATIONS

ARTICLE I.
GENERAL

Section 1. Corporation.

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

Section 2. Operation, Objectives, and Guiding Principles.

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

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

Notwithstanding any other provision of this Code of Regulations:

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

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II.
DIRECTORS

Section 1. Number of Directors. The Corporation shall have a minimum of a five (5) member Board of Directors; three (3) of whom shall be elected each year to hold office in accordance with Section 2 below. The maximum number of board members shall be Eleven (11). Notwithstanding anything to the contrary herein, none of the members of the Board of Directors governing the Corporation shall have any past or current affiliation with its current Management Company, any of its affiliates or any successor Management Company.

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

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

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

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

ARTICLE III.

MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

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

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

Section 3. Meetings of the Board.

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

shall be held at such time and place, within or without the State of Ohio, as may be designated from time to time by the Board of Directors.

Section 4. Compensation-Board Stipend Policy .

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

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

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

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

ARTICLE IV.
OFFICERS

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

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

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

of the term remaining. Such appointment shall be made by a majority of the then existing Board of Directors.

ARTICLE V. DUTIES OF OFFICERS

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

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

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

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

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

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

ARTICLE VI. SEAL

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

ARTICLE VII. COMMITTEES

Section 1. Standing or Special Committees:

The Board shall have standing or special committees 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. Committees shall be less than a quorum of the then current members. If a committee consists of more than a quorum of the Board, public notice of meeting shall be posted as allowed under Ohio Law.

Section 2. Finance Committee:

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

Section 3. Nominating Committee:

The Nominating Committee shall be responsible for identification of future Directors who are elected to serve the Board. Duties: The Nominating Committee will identify, recruit and nominate persons to serve as members and officers of the Board; the Board will consist of five to no more than eleven members. The Board will identify the "type" of member that will add value, diversity and fill any gaps needed at the time of vacancies; keeping in mind the needs of the students and school. When the board accepts a resignation or removal of a Board member the Nomination Committee may request referrals for new members and identify the number of openings. Resumes or Vitas shall be sent to the Nomination Committee within 30 days. The nomination Committee will set up interviews within the next 30 days and ask those selected as final candidates to secure a BCI/FBI fingerprint form that into be sent directly to the Sponsor. The Nominating Committee will forward the candidates email to the Board attorney to forward the Conflict of Interest statement to the candidate and then send to the Sponsor.

When the candidates(s) are selected they will be invited to the next scheduled Board meeting for introduction and further interview by the Board. Upon receipt of the letter of approval from the Sponsor the Board will schedule an agenda item for the Board to vote

to nominate and appoint. The Board may go into executive session to discuss before the vote if necessary.

ARTICLE VIII.
NONDISCRIMINATORY POLICY

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

ARTICLE IX .
CONFLICT OF INTEREST

Section 1. CONFLICTS OF INTEREST POLICY AND DISCLOSURE STATEMENTS

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

ARTICLE X.
INDEMNIFICATION

Section 1. Indemnification.

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

director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.

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

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

Section 2. Insurance.

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

ARTICLE XI. AMENDMENTS

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

ARTICLE XII. DISSOLUTION

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

ARTICLE XIII MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

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

Section 4. Staff, Board Consultants and Independent Contractors.

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

113 BOARD STIPEND POLICY

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

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

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

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

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

ORC 3314.02 ORC 3314.025.

100 BOARD OPERATING PROCEDURES

102 CODE OF ETHICS / CONFLICT OF INTEREST POLICY

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

I. PURPOSE OF CODE OF ETHICS

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

II. CONFLICT OF INTEREST POLICY

1. Definitions.

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

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

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

2. Procedures

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

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

(c) Procedures for Addressing the Conflict of Interest.

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

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

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

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

(d) Violations of the Conflict of Interest Policy.

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

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

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

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

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

3. Records of Proceedings.

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

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

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

4. Compensation.

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

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

5. Statements of Understanding.

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

(a) has received a copy of this Code of Ethics,

(b) has read and understands this Code of Ethics,

(c) has agreed to comply with this Code of Ethics, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

III. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

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

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

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

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

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

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

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

(a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

(b) Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

(c) Whether agreements to provide education and agreements with other employees and third parties further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

**Towpath Trail High School
Board Roster
2018-2019**

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Financial Policies Manual
Formal Board Purchasing Policies

Rev.: Date: 3/2017

Page: 1 of 2

Title: Index

0.1 Index

1 Purpose and Scope

1.1 General

1.2 Application

2 Financial Management System

2.1 General Requirements

2.2 Documentation Requirements

2.2.1 General

2.2.2 Financial Policies Manual

2.2.3 Control of Documents

2.2.4 Control of Records

3 Management Responsibility

3.1 Management Commitment

3.2 Board Policy

3.3 Financial Planning

3.4 Planning

3.5 Responsibility, Authority and Communication

3.5.1 Responsibility and Authority

3.5.2 Management Representative

3.5.3 Internal Communication 3.6 Management Review

3.6.1 General

3.6.2 Review Input

3.6.3 Review Output

4 Resource Management

4.1 Provision of Resources

4.2 Human Resources

4.2.1 General

4.2.2 Competence, Awareness and Training

4.2.3 Infrastructure

Title: Index

5 Financial Processes

- 5.1 Purchasing Process
- 5.2 Accounts Payable Process
- 5.3 Accounts Receivable and Treasury Management
 - 5.3.1 Revenue Processing and Deposits
- 5.4 Fixed Asset Processing
- 5.5 Travel Policy
 - 5.5.1 Travel Processing
- 5.6 *Credit Card Policy*
- 5.7 *Investment Policy*
 - 5.7.1 *Investment Processing*
- 5.9 *Receipt and Expenditure of Federal Funds*
- 5.10 *Governing Authority Expenditures*

6 Financial Reporting, Analysis and Monitoring

- 6.1 General
- 6.2 Financial Reporting
 - 6.2.1 Bank Reconciliation
 - 6.2.2 Financial Reports
- 6.3 Financial Analysis and Monitoring
 - 6.3.1 Variance Analysis and Fund Balance Monitoring
- 6.4 Control of Nonconforming Issues
- 6.5 Improvement
 - 6.5.1 Continual Improvement
 - 6.5.2 Corrective Action
 - 6.5.3 Preventive Action

Approved: Date:
Board Finance Committee

Title: Purpose and Scope

1.1 General

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

1.2 Governing Authority Expenditures

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

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

1.3 Application

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

Title: Financial Management System

2.1 General Requirements

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

2.2 Documentation Requirements

2.2.1 General

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

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

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

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

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

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

2.2.2 Financial Policies Manual

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

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

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

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

Title: Financial Management System

Revisions are subject to the following:

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

Controlled/Uncontrolled Copies:

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

Revision Distribution:

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

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

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

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

Title: Financial Management System
2.2.3 Control of Documents

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

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

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

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

Document Revisions are subject to:

- a) Approval – Revisions to documents are reviewed and approved by the same approval process and/or authority as the original.

- b) Revision Identification – Revised documents reflect the nature of revisions, where practical.

- c) Record of Revisions – Records of revisions are maintained by the issuing function where appropriate.

2.2.4 Control of Records

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

The CFO is responsible for the Control of Financial Records.

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

Title: Management Responsibility

3.1 Management Commitment

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

3.2 Board Policy

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

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

Approved: Date: _____ Board Finance Committee

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

Title: Management Responsibility

3.3 Financial Planning

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

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

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

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

3.3.1 Financial Management System Planning

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

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

3.4 Responsibilities, Authority and Communication

3.4.1 Responsibility and Authority

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

3.4.2 Board Representative

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

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

Title: Management Responsibility

3.4.3 Internal Communication

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

3.5 Management Review

3.5.1 General

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

3.5.2 Review Input

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

3.5.3 Review Output

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

Title: Resource Management

4.1 Provision of Resources

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

4.2 Human Resources

4.2.1 General

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

4.2.2 Competence, Awareness and Training

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

4.3 Infrastructure

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

Title: Financial Processes

5.1 Purchasing

5.1.1 Purchasing Process

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

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

5.1.2 Purchasing Information

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

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

5.1.3 Verification of Purchased Product

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

5.2 Accounts Payable and Payment Processing

5.2.1 Invoice Processing and Payment

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

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

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

5.3 Accounts Receivable and Treasury Management

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

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

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

5.4 Fixed Assets

5.4.1 Fixed Asset Processing

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

5.5 Travel Policy

5.5.1 Travel Processing

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

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

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

5.6 Investment Policy

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

5.7.1 Investment Processing

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

The CFO is responsible for verifying investments and investment transactions.

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

5.8 Receipt and Expenditure of Federal Funds

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

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

Board Operating Procedures and Expenditures are specified under Exhibit F.

Title: Financial Reporting, Analysis and Monitoring

6.1 General

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

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

6.2 Financial Reporting

6.2.1 Bank Reconciliation

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

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

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

6.2.2 Financial Reports

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

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

6.3 Financial Analysis and Monitoring

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

6.3.1 Variance Analysis and Fund Balance Monitoring

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

Title: Financial Reporting, Analysis and Monitoring

6.4 Control of Nonconforming Issues

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

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

6.5 Improvement

6.5.1 Continual Improvement

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

6.5.2 Corrective Action

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

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

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

6.5.3 Preventive Action

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

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

The Board of Directors is responsible for Preventive Action .

RENEWAL MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 30th day of June 2015, by and between Cambridge Education Group, LLC, dba Cambridge Education Group, a Florida limited liability company authorized to do business in Ohio (the "Company") and the Board of Directors (the "Board") for Towpath Trail High School, Inc. ("School") collectively, the Board and School operate as an Ohio not-for-profit corporation.

WITNESSETH:

WHEREAS, the Charter School has received a charter (the "Charter") from St. Aloysious c/o Charter School Specialist (the "Authorizer") 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 students 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 New Start 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 quality, 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 New Start model utilizes the proprietary New Start 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 has approved the New Start 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 New Start 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)~~ ^{3 Academic Years} academic years through ~~June 30, 2020~~ ^{JUNE 30, 2018}, consistent with the term of the charter contract, unless terminated sooner pursuant to the terms herein. Thereafter, this Agreement will automatically renew for the duration of the charter contract, each year for a one year period 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 this Agreement. In no event shall this Agreement be renewed automatically after June 30, 2022.

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 Model 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"):

(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. 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 at the Company's direction, (ii) Company's failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board this Agreement, the Code, the Sponsor Agreement and 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 Sponsor Agreement, 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.

(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 and subject to the Sponsor's approval of such termination. 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.

(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,

(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 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;

(d) 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 to make direct charges of payroll against the Charter School's payroll account each pay period.

(e) 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 School 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.

(f) 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;

(g) 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;

(h) 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.

(i) 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) business 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.

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

(k) 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;

(l) 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;

(m) 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

(n) 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.

(o) 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(h) 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 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 a body corporate and governmental entity authorized 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, 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 chartering 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 Shareholders 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 16% of the School's Qualified Gross Revenues (the "Management Fee"). The School may also pay an Incentive Fee to Company as defined in Section 5.03 hereunder which shall be considered a part of the Management Fee. Company and the School agree that the year-end accounts related to any Management Fees decrease will be reconciled within sixty (60) days after the end of the fiscal year. Except as otherwise provided, "Qualified Gross Revenues" shall mean all revenue received by the School pursuant to Title 33 of the Ohio Revised Code and any other statute applicable to Community Schools as defined in the Ohio Revised Code, including but not limited to, funding for regular public school students, special education funding, gifted and talented funding, funding for at risk students, and funding for students with limited English proficiency, Title I and other Title funds received under the Elementary and Secondary Education Act, and funding received through Ohio Department of Education's Comprehensive Continuous Improvement Plan.

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 which state that vendor contracts be approved by the Governing Authority for authorization if the contract amount meets or exceeds Five Thousand Dollars in any academic year, which approval shall be provided in a timely manner and will not be unreasonably withheld or otherwise diminish the Company's ability to provide its Services as determined by the Company. For purposes of calculating the Reimbursed Expenses, Company shall provide written explanation detailing cost comparisons for the selection of any vendor whose contracts exceeds \$5,000 in any academic year and shall disclose to the School any financial or ownership interests of the Company in any such proposed vendor. 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 Incentive Fee: Pursuant to Section 5.01 as described above, and beginning with those students graduating during the 2014-2015 academic year, the Charter School will pay a one percent (1%) increase to the Management Fee for each academic year the School increases its total number of graduates by ten percent (10%) in any given academic year as compared to the immediately prior academic year (the "Incentive Fee"). Such Incentive Fee shall be added to and automatically included in the Management Fee after the posting of results on the School's State Report Card The Incentive Fee shall be calculated and applied retroactively from July 1 of the then-current academic year and remain for the duration of this Agreement. The Company is eligible for the Incentive Fee beginning on July 1, 2015, and the Incentive Fee may increase by an additional one percent (1%) each academic year through June 30, 2018.

5.04 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 by the Charter School.

(c) All amounts payable by the School hereunder shall, at the Company's option, shall 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) Any payment due under Section 5.01 or Section 5.02 above not paid when due will be subject to a late fee calculated as interest on the amount in arrears calculated at 2% per month . If payments are delayed due to delays in state or federal funding, then interest shall not be charged.

(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 five (5) business 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 5.04(a) above, less the amount in dispute; provided, however, that the Company may charge a late fee as set forth above in Section 5.04(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.

5.05 School Expense Accommodation by the Company.

During the time this Agreement is in effect, 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 any 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.

5.06 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 5.06 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 5.06 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 5.06 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 Sections 3.01 and 3.02 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, whose selection and removal shall be subject to the approval of the Board, which shall not unreasonably be withheld. The DIRECTOR 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 Contract, the Sponsor Agreement and other applicable laws and regulations, to supervise the DIRECTOR and to hold him or her accountable for the success of the Charter School 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 are 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, 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. 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) a material decrease (defined as greater than 10%) in overall school funding (iv) 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, (v) unilateral financial decisions by the school that adversely impact the Company's ability to collect a management fee (vi) failure to carry out any provision of the Management Agreement.

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. Any property, real or personal, purchased by the Charter School in accordance to the Budget and Exhibit A will be tagged and remain the property of the Charter School. Any property, real or personal, purchased by the Company from its Management Fee or otherwise will remain the property of the Company.

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, (ii) repay all advances or loans from the Company, whether or not then due, and (iii) post a letter of credit or bond in favor of the Company guaranteeing (A) any future payments due under any equipment or facilities lease from, guaranteed, cosigned, or collateralized by the Company or an affiliate thereof and (B) the Charter School's performance of any other obligations guaranteed, cosigned, or collateralized in whole or part by the Company or an affiliate thereof. 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 automatically terminate, and the Charter School shall immediately cease any use of the Company™ curriculum. If the Charter

School shall be delinquent by 30 days or more in making any payments due to Company pursuant to this Agreement, Company shall have the right to suspend the license of the Charter School to use the Company curriculum until such amounts have been paid in full, and the Charter School shall not use the Company curriculum during any such period of suspension.

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 Curriculum or other educational materials purchased by Company with funds Company receives pursuant to this Agreement will be the property of the Charter School. Notwithstanding the foregoing, the Charter School acknowledges that the Company owns the intellectual property rights and interests in the New Start Curriculum, as defined on page 1 of this document, and the New Start Lesson Materials licensed to the Charter School during the term of this Agreement and to the names "Cambridge Education Group" and New Start (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 New Start Curriculum, the New Start Lesson Materials or such names and has no right to use the New Start Curriculum, the New Start Lesson Materials, or such names unless expressly agreed to in writing by New Start. 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, Inc." or "Educational Services Provided by Cambridge Education Group, Inc." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

ARTICLE VIII. INDEMNIFICATION

8.01 Indemnification of COMPANY. 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 any and all 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 any and all 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 School Sponsor Contract and shall maintain such commercial general liability insurance and other insurance required by the School 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 corporation 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) Company has no affiliation or does not do business with White Hat Management Company of any of White Hat Management Companies Subsidiaries or Affiliates.
- (e) 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 according to 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 is not in breach of the terms of the Charter and will not breach the Charter once fully issued.

(f) The Charter School is not in 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 Educational Program has been reviewed and approved by unanimous resolution by the Board.

(h) The Educational Program complies with and will continue to comply with the Charter, the Code and other applicable laws and regulations.

(i) The Charter School has no intellectual or property rights or claims in the New Start Curriculum or in the names "Cambridge Education Group", or New Start 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 School Sponsor 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.

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
275 West Market Street
Akron, OH 44303
Attention: Legal Dept.
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:
Towpath Trail High School
275 West Market Street
Akron, Ohio 44303
Attention: Board President

With a copy to:

April N. Hart, Esq.

2529 Canterbury Rd.

Cleveland, Hts., Ohio 44118

(216) 965-1284

Facsimile: (216) 321-7334

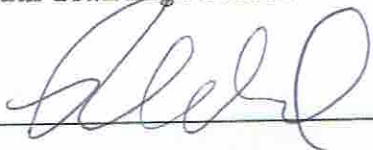
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective authorized representatives as of the date first set forth above in the introductory paragraph.

Towpath Trail High School:

Cambridge Education Group, LLC:

By: _____



By: _____



Print Name: _____

Ronald McDaniell

Print Name: _____

Marcus May

Its: _____

President

Its: _____

CEO

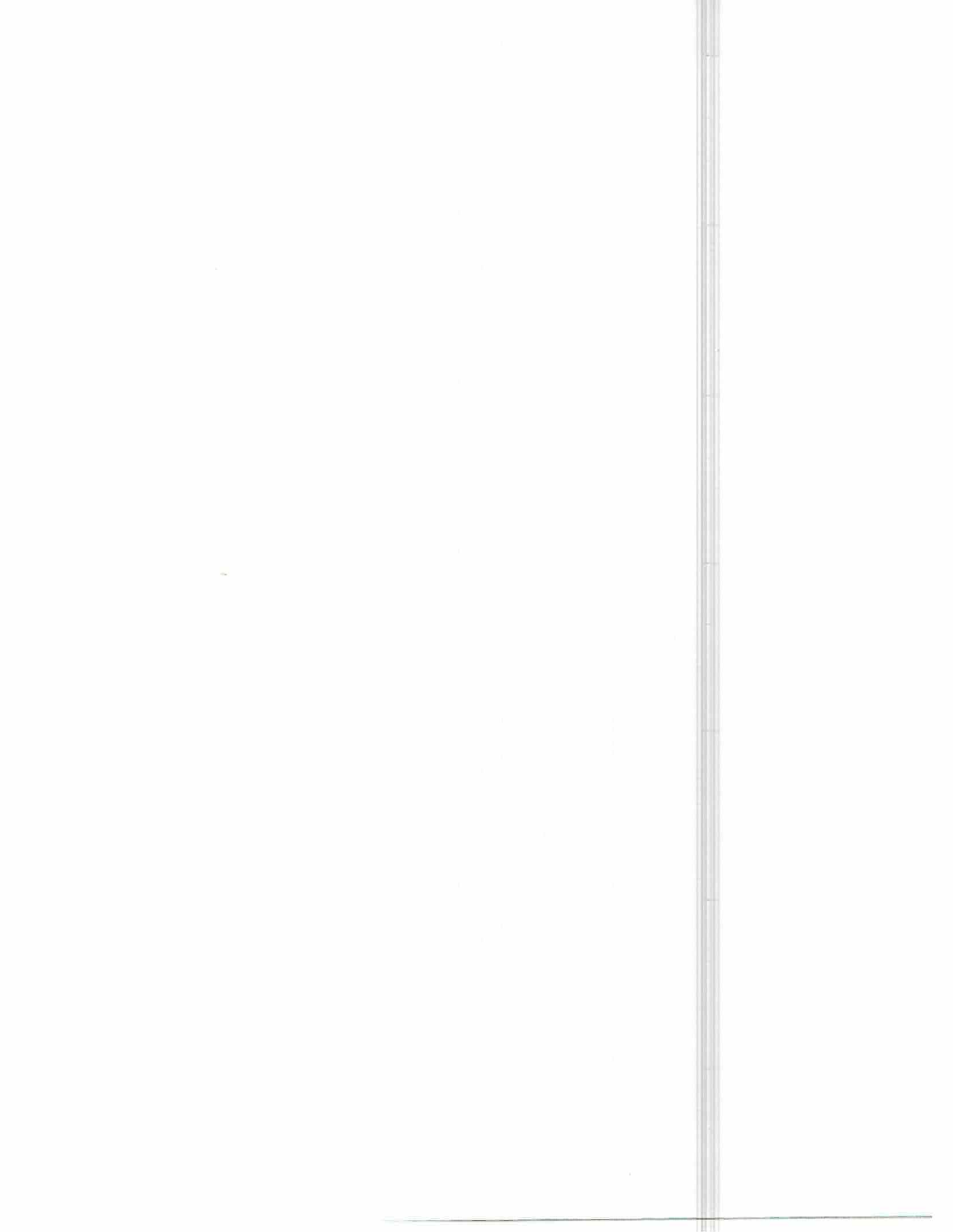


EXHIBIT A

Statement of Mission and Purpose; Services and Deliverables.

a. Mission and Purpose. The parties acknowledge and agree that this "Statement of Mission and Purpose" reflects the overall principles and philosophy upon which the School is being developed and that all services to be provided and all obligations of the parties hereunder are to be in accordance with those overriding principles.

i. The School 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 District's learning requirements.

ii. The School has selected a project-based, technology infused, work study charter school as the model to implement this philosophy. The goal of the charter school is to provide a school program and educational opportunities for students that might not be best suited for larger, traditional high schools and to maximize development and learning for students leading to a high school diploma with college preparatory studies. These students include, but are not necessarily limited to:

A. Students who, regardless of being high performing or low performing, have become disinterested or disengaged from the traditional school environment or who are perilously close to doing so;

B. Students looking to focus their academic program on a more individual basis or specific field of interest which cannot be obtained in a traditional high school environment;

C. Students who desire a more relevant learn-by-doing educational environment not generally available within traditional school environments;

D. Students who desire a more challenging, individualized and hands-on program which cannot be obtained in a traditional high school environment; and

E. Students who desire a more technology infused, computer intensive learning environment which cannot be obtained in a traditional high school.

iii. 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.

iv. 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.

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

vi. 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.

vii. 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.

viii. The School must demonstrate curriculum alignment with the District standards applicable to the School and must identify any specific instances of non-compliance with the standards. Further, the School must define and implement a program that will lead to compliance in a reasonable time frame.

ix. In particular, the School should provide development of communication skills, writing and speaking, and should offer a mechanism for development of teamwork skills.

x. 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 for which 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.
- mmm. 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.

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.

FINANCIAL POLICY MANUAL
STANDARD OPERATING PROCEDURES

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 11th, day of April 2018, by and between Oakmont Education, LLC, a company authorized to do business in Ohio (the "Company") and the Board of Directors (the "Board") for Towpath Trail High School (collectively the "School" or "Charter School"). Collectively, the Board and School operate as an Ohio not-for-profit entity.

WITNESSETH:

WHEREAS, the Charter School has received a charter (the "Charter" or "Sponsor Contract") from St. Aloysious c/o Charter School Specialist (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 students 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 Oakmont 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 quality, 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 Oakmont model utilizes the proprietary Oakmont 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 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 Oakmont 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 July 1, 2018, and shall continue for a term of three (3) academic years through June 30, 2021, 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 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 Oakmont Curriculum and a loan of such lesson plan materials as the Company may provide in printed or other format for implementation of the Oakmont 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) 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.

2) 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.

(a) 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.

(b) Company, Its Officers and Employees are not parties to nor a division of any corporation for which Marcus May holds an interest under partnership, investment or any third-party venture. Company is an independent Educational Management Organization and for profit corporation established under the Ohio Revised Code. 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 full disclosure. Company hereby certifies and warrants that Company, its Members and Employees have no affiliate interest with Marcus May.

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 16% of the School's Qualified Gross Revenues (the "Management Fee"). The school may also pay an incentive fee to the Company as defined in (b) hereunder which shall be considered a part of 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 Revenues" shall mean all revenue received by the School pursuant to Title 33 of the Ohio Revised Code and any other statute applicable to Community Schools as defined in the Ohio Revised Code, including but not limited to, funding for regular public school students, special education funding, gifted and talented funding, funding for at risk students, and funding for students with limited English proficiency, Title I and other Title funds received under the Elementary and Secondary Education Act, and funding received through Ohio Department of Education's Comprehensive Continuous Improvement Plan. 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) Incentive Fee: Pursuant to Section 5.01 (a) as described above, and beginning with the 2018-2019 academic year, the Charter School will pay a one percent (1%) increase to the Management Fee for each academic year the School "Meets Standards" on the State Report Card (the "Incentive Fee"). Such Incentive Fee shall be added to and automatically included in the Management Fee after the posting of results on the School's State Report Card. The Incentive Fee shall be calculated and applied

retroactively from July 1 of the then-current academic year and remain for the duration of this Agreement. The Company is eligible for the Incentive Fee beginning on July 1, 2018.

(c) 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 which state that vendor contracts be approved by the Governing Authority for authorization if the contract amount meets or exceeds Five Thousand Dollars in any academic year, which approval shall be provided in a timely manner and will not be unreasonably withheld or otherwise diminish the Company's ability to provide its Services as determined by the Company. For purposes of calculating the Reimbursed Expenses, Company shall provide written explanation detailing cost comparisons for the selection of any vendor whose contracts exceeds \$5,000 in any academic year and shall disclose to the School any financial or ownership interests of the Company in any such proposed vendor. 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 loss, damages or disruption in services, arising from 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 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) Any payment due under Section 5.01 or Section 5.02 above not paid when due will be subject to a late fee calculated as interest on the amount in arrears calculated at 2% per month. If payments are delayed due to delays in state or federal funding, then interest shall not be charged.

(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.

During the time this Agreement is in effect, 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: only after the School first utilizes financing options from third-parties, to the satisfaction of the Company, sufficient to pay the School Expense. If said third-party financing is not available to the School to pay the School Expense, then the School shall provide the Company with a reasonable estimate of the expense, which shall be approved by the Company, in writing, prior to the expense being incurred. 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 evidence 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.

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.

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, A)(1)(e), (B)(1)(e), or (C)(1)(e) of section 3302.03 of the Revised Code; (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 Pursuant to 4.01(b). Notwithstanding the provisions of the foregoing subparagraph (b), the Charter School shall have the right to terminate this Agreement without cause immediately.

(d) By the Charter School Without Cause Pursuant to 4.01(b). 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.

(e) 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. Any property, real or personal, purchased by the Charter School in accordance to the Budget and Exhibit A will be tagged and remain the property of the Charter School. Any property, real or personal, purchased by the Company from its Management Fee shall be the property of the Charter 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 Company™curriculum 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 Oakmont Curriculum, as defined on page 1 of this document, and the Oakmont Lesson Materials licensed to the Charter School during the term of this Agreement and to the names "Cambridge Education Group" and Oakmont (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 Oakmont Curriculum, the Oakmont Lesson Materials or such names and has no right to use the Oakmont Curriculum, the Oakmont Lesson Materials, or such names unless expressly agreed to in writing by Oakmont. 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 Oakmont. 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 Oakmont or in the names "Cambridge Education Group", or Oakmont 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, provided that the Authorizer or the Department assumes operation of the School, and only if the Company agrees to continue its contractual relationship with the School as provided for under this Agreement.

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:

1) ORC Section 3314.0210 Property purchased by operator or management company.

Any and all purchases furniture, computers, software, equipment, or other personal property for use in the operation of Charter School with state funds that are paid to the Company by the Community School as payment for services rendered, is property of that school.

If Charter School permanently closes and ceases its operation as a community school, any property that was acquired by the Charter School AND/OR Company in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Ohio Revised Code.

2) ORC Section 3314.031

Publication of information regarding management or operation of community schools.

The Company shall assist Charter School in the following:

(A) 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;

(B) Charter School shall provide to the Sponsor and the Ohio Department of Education, a copy of the contract between a governing authority and its operator.

3) ORC Section 3314.032

Contents of contract between governing authority and operator.

(A) On and after the effective date of this section, any new or renewed contract between the Charter School and Company shall include at least the following:

(1) Criteria to be used for early termination of the operator contract. See Article VII of this Agreement.

(2) Required notification procedures and timeline for early termination or nonrenewal of the operator contract. See Article VII of this Agreement.

(3) Company AND Charter School HEREBY STIPULATE that the Charter School entity owns all community school facilities and property including, but not limited to: equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator. This section regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.

(B) Leases

(1) Company shall not lease any parcel of real property to Charter School until an independent professional in the real estate field verifies via addendum that at the time the lease was agreed to, the lease was commercially reasonable.

(2) The independent professional described in division (B)(1) of this section shall be immune from civil liability for any decision rendered pursuant to this section.

(C) Budget and Administrative Costs:

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 governing authority of Charter School 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.

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:
Oakmont Education, LLC
481 N. Cleveland-Massillon Road
Akron, OH 44333
Attention: Legal Dept.
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:
Towpath Trail High School
275 W. Market St.
Akron, Ohio 44303

With a copy to:
April N. Hart, Esq.
2529 Canterbury Rd.
Cleveland Hts., Ohio 44118
Facsimile: 216-321-7334

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.

Towpath Trail High School:

By: 

Print Name: Ron McDaniel

Its: President

Oakmont Education, LLC :

By: 

Print Name: John Stalk

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 Oakmont 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.

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

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

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

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

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



School Governing Authority President

3/5/18

Date

April N. Hart, Esq.

Designee

3.5.17

Date



Treasurer

3.6.18

Date

Attachment 3.7 Racial and Ethnic Balance

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

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

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

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

Attachment 3.9

Student Residency Verification Policy Overview

Whereas Ohio House Bill 21 has imposed additional requirements upon Community Schools regarding verification of student residency;

Whereas Towpath Trail High School (the “School”) permits enrollment by students who reside in any district in the state of Ohio;

Whereas the Board of Directors for School adopts the following Policy in conformity with Ohio State Law;

Student Residency Verification Policy

In order to maintain accurate and updated student residency information, the School requires that students and/or parents/guardians notify the School in writing of any changes to the student’s place of residency.

It is the Parent/Guardian/Student’s responsibility to inform the School office of any change of address or phone number. Any other relevant information must also be updated in the office. If you have a change of address, you are required to bring the corrected student information and proof of residency documentation to the School office. If there is a change of custody for the student, you are required to bring the corrected student information, including the current custody order, to the School office.

Updated Admission and Enrollment Policy; Proof of Residency Upon Enrollment

Pursuant to the School’s Admission and Enrollment Policy and in accordance with Ohio Law, students, parents and guardians are required to submit copies of the Student’s Birth Certificate; *or proof of birthdate plus any pertinent court orders*;¹ Immunization Record, and proof of residence. Proof of Residence can be verified by any of the following documents:

¹ Ohio law ([Ohio Revised Code 3313.672](#)) specifies the documentation that must be provided during the enrollment process. Documentation includes the birth certificate *or proof of birthdate plus any pertinent court orders*. Proof of residency also is needed to establish where a student is entitled to attend school under ORC [3313.64](#) and [3313.65](#). The traditional school district where a student is entitled to attend public school is the resident district.

¹ ORC 3314.11(A).

² ORC 3314.11(A).

³ ORC 3314.11(B)(1), which prior to HB 21 was permitted rather than mandated. ⁴ ORC 3314.11(B)(2).

⁵ ORC 3314.03(A)(32).

⁶ ORC 3314.03(A)(33).

⁷ ORC 3314.03(A)(19)(a).

- A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
- A utility bill or receipt of utility installation issued within 90 days of enrollment;
- A paycheck or paystub issued to the parent or student within 90 days of the date of enrollment that includes the address of the parent's or student's primary residence;
- The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
- A Voter registration card;
- Documented affirmation of address of student's parent(s) from district of residence where parent(s) currently resides;
- Notarized affirmation from parent(s) of current residence address;
- USPS return receipt from certified letter sent to parent(s) by district of residence;
- Written confirmation from the Department of Job and Family Services of current address of the parent(s); or
- Written confirmation from a local law enforcement agency of the current address of the parent(s).

Monthly Affirmation of Student Residency

School will conduct monthly internal audits of instances in which a parent/guardian/student has submitted an updated proof of residency as a result of a change in student address. Changes in residency will be updated to student's file.

Annual Residency Verification

As an annual measure of residency verification, the School will release an annual reminder statement to parent/guardian/student reminding them of their responsibility to notify the school of a change in address.

School shall verify annually to the Ohio Department of Education the school district in which the student is entitled to attend school.

Disagreement Regarding District of Residence

If the School's determination of a student's district of residence differs from the District's determination, the school shall provide the school district with documentation of the student's residency and shall make a good faith effort to accurately identify the correct residence of the student.

⁸ ORC 3314.03(A)(19)(b).

⁹ ORC 3314.03(A)(19)(c).

ATTACHMENT 3.9

ADMISSIONS POLICY

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

a) Admissions Procedures

Admission to the School is open to any student between the ages of 16-21 in grades 9 through 12 who reside in any district in the State of Ohio. The School does not discriminate against any student who meets the above criteria, however the School's targeted population consists of students who have previously dropped out of high school, or are at risk of dropping out of high school, students who may be deficient in high school credits compared to their peers, and/or students who face barriers outside of school, which may force them to seek out alternative educational options. . Preference of admission will be given in the following order:

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

Nondiscrimination Statement:

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

Capacity & Lottery:

The School will not exceed the capacity of the School's programs, classes, grade levels or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants in the categories of preference set forth above.

b) Open Enrollment:

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

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

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

c) At-Risk Definitions:

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

- Having a disability or illness
- Have experienced abuse or trauma
- Exhibited behavior problems
- Assessed at below grade levels in content areas, specifically reading and math
- Family issues such as poverty, little parental involvement in education or emphasis on education, mental illness
- The student is a parent
- Criminal history
- History of chronic truancy
- Credit deficient when compared to peers

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

ATTACHMENT 3.12
STUDENTS WITH DISABILITIES

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

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

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

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

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

20 USC 1412; 34 CFR 300.220.

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

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

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

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

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

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

#12493 7/28/16
KRISTEN M. SCALISE CPA, CFE
Summit County Fiscal Officer

\$ 325.00 ^W

Fee
 Transferred

\$ 1300. ^W

Consideration
 Transfer not necessary

by UB, Deputy Fiscal Officer
In compliance with ORC 319.202

Description approved by Tax Maps
Approval good for 30 days from
MC 7-28-16 SP/264
Return to
Bond & Access Box
Order # 190288A

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that 1020 CANTON ROAD, LLC, an Ohio limited liability company, ("Grantor"), claiming title by or through instrument number 55663491 of the Land Records of Summit County, for valuable consideration thereunto given from TOWPATH TRAIL HIGH SCHOOL or its assigns ("Grantee"), whose tax mailing address will be 275 West Market Street, Akron, OH 44303, does

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, the following described premises:

Situated in the Township of Springfield, County of Summit and State of Ohio and known as being part of Tract 7, in said Township and more fully described as follows:

Commencing at an iron pipe at the most Easterly corner of Lot 345 in the Shadybrook Allotment as recorded in Plat Book 43, Pages 14 to 23 Summit County Records of Plats;

Thence S. 37° 01' 50" E., along the Southwest line of Canton Road (80 feet wide), 571.15 feet to the centerline of old Canton Road (now abandoned);

Thence along the centerline of said old Canton Road the following Three (3) courses and distances;

1. S. 1° 22' 50" E., 645.14 feet to an iron pipe;
2. S. 32° 21' 40" E., 389.20 feet to an iron pipe;
3. S. 43° 20' E., 215.26 feet to an iron pipe;

Thence S. 33° 44' 50" E., 41.99 feet to an Iron Pipe set and the True Place of Beginning of land hereby described;

Thence N. 67° 23' 10" E., and along the North face of an existing brick building, 190.23 feet to an Iron Pipe set in the westerly right-of-way line of Canton Road (80 feet wide);

Thence S. 22° 27' 50" E., along said right-of-way line, 362.70 feet to an Iron Pipe found;

Thence S. 67° 32' 10" W., 117.97 feet to an Iron Pipe found;

Thence N. 33° 44' 50" W., 369.34 feet to the True Place of Beginning and containing, as surveyed in March 1999 by Swigart & Moore, 1.2825 acres of land.

DOC # 56228962



Granting the use for driveway purposes of a 15 foot wide (front and rear) strip of land north of and adjacent to the northerly line (S. 67° 23' 10" W., 190.23 feet) of the above described 1.2825 acres parcel.

Further known as 1016-1020 Canton Road, Akron, OH 44312

Parcel Number: 51-10142

Routing Number: SP0026499001000

Subject to: Easements, restrictions, reservations and agreements of record, zoning ordinances, and current taxes and special assessments.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever.

AND THE SAID GRANTOR, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that said Grantor is well seized of the same in **FEE SIMPLE**, and has good right and full power to bargain, sell and convey the same in the manner of aforesaid, and that the same is free from all encumbrances whatsoever, except restrictions, conditions, reservations, and easements of record, zoning ordinances, if any, and taxes and assessments prorated to the date of transfer, and that it will **Warrant and Defend** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever.

The Grantor has hereunto executed this deed this 27 day of July 2016.

1020 CANTON ROAD, LLC

By: John Stanley Galehouse, Jr. *Manager*
John Stanley Galehouse, Jr., Manager

STATE OF ~~OHIO~~ MICHIGAN)
ROSCOMMON) ss
SUMMIT COUNTY)

BEFORE ME a notary public in and for said county and state, personally appeared the above-named 1020 CANTON ROAD, LLC, by its Manager, John Stanley Galehouse, Jr., who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of 1020 Canton Road, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ROSCOMMON, ~~Ohio~~ Michigan this 27 day of July 2016.

Darlene Stead-Smith
Notary Public

This instrument prepared by:
Witschey Witschey & Frestine Co., LPA
Jeffrey T. Witschey, Esq.
405 Rothrock Rd., Suite 103
Akron, Ohio 44321
(330) 865-5117
cli.bond.deed.1020 Canton Rd-19028BA



DOC # 56228962



12183

TRANSFERRED IN COMPLIANCE WITH
SEC. 319.202 REV. CODE
\$1,050,000.00 \$4,200.00 FEE
Consideration
KRISTEN M. SCALISE CPA, CFE By KM
FISCAL OFFICER Deputy Fiscal Officer

TRANSFERRED

2014 AUG -8 PM 1:19

KRISTEN M. SCALISE
CPA, CFE
FISCAL OFFICER

Descriptions Approved by Tax Maps
Approval Good for 30 days from: 8/8/14 DK
3/127
1/1323

Warranty Deed

First American - Akron Commercial
Order No. 203286797

KNOW ALL MEN BY THESE PRESENTS THAT Market-Goodwin Properties, LLC, an Ohio limited liability company, the Grantor, claiming title by or through instrument recorded in Volume _____, Page _____, Summit County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to its full satisfaction of **Towpath Trail High School, a 501(c)(3) a tax exempt organization under the IRS Code**, the Grantee, whose tax mailing address will be 275 West Market Street, Akron, OH 44303 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY with warranty covenants unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Akron, County of Summit, and State of Ohio:

Parcel No. 1: SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO: KNOWN AS BEING PART OF ORIGINAL PORTAGE TOWNSHIP TRACT NO. 7, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GOODWIN AVENUE WITH THE NORTHEASTERLY LINE OF WEST MARKET STREET; THENCE SOUTH 62 DEG. EAST ALONG THE NORTHEASTERLY LINE OF SAID WEST MARKET STREET 60.05 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED BY HOWARD G. GOODWIN AND M. LOUIS GOODWIN TO ROBERT J. KRAUS AND WILLIAM B. HELMKAMP BY DEED DATED JANUARY 13, 1928 AND RECORDED IN VOLUME 1211, PAGE 208 OF SUMMIT COUNTY RECORDS; THENCE NORTH 28 DEG. EAST ALONG THE NORTHWESTERLY LINE OF LAND CONVEYED TO SAID ROBERT J. KRAUS AND WILLIAM B. HELMKAMP AND SAID LINE EXTENDED 145 FEET; THENCE NORTH 62 DEG. WEST AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID WEST



Kristen Scalise, Summit Co Fiscal Office

56065707
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MARKET STREET 60.05 FEET TO THE SOUTHEASTERLY LINE OF SAID GOODWIN AVENUE; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID GOODWIN AVENUE 28 DEG. WEST 145 FEET TO THE PLACE OF BEGINNING, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS. (Parcel #68-06764; 030127303002000)

Parcel No. 2: SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO: KNOWN AS PART OF TRACT 7, FORMERLY PORTAGE TOWNSHIP, NOW THE CITY OF AKRON AND MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF WEST MARKET STREET WHICH POINT IS 203.96 FEET WESTERLY FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF WEST MARKET STREET WITH THE NORTHWESTERLY LINE OF WEST STREET; THENCE NORTH 62 DEG. WEST ALONG THE NORTHEASTERLY LINE OF WEST MARKET STREET A DISTANCE OF 22.70 FEET TO A POINT; THENCE NORTH 28 DEG. EAST A DISTANCE OF 145 FEET TO A POINT; THENCE SOUTH 62 DEG. EAST PARALLEL WITH THE NORTHEASTERLY LINE OF WEST MARKET STREET A DISTANCE OF 22.70 FEET TO A POINT; THENCE SOUTH 28 DEG. WEST A DISTANCE OF 145 FEET TO THE NORTHEASTERLY LINE OF WEST MARKET STREET AND THE PLACE OF BEGINNING, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS. EXCEPTING THEREFROM FROM THE FOLLOWING: THAT PARCEL CONVEYED TO THE STATE OF OHIO, AS CONTAINED IN A JUDGMENT ENTRY ON SETTLEMENT FILED FOR RECORD DECEMBER 14, 1999 AS CASE NO. CJ-99-03-05 OF SUMMIT COUNTY RECORDS. (Parcel #68-06765; 030127303003000)

PARCEL NO. 3: SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OHIO: AND BEING KNOWN AS ALL OF LOT 11 IN THE GOODWIN ALLOTMENT, AS RECORDED IN PLAT BOOK 7, PAGE 47 OF THE SUMMIT COUNTY RECORDS. ALSO KNOWN AS 23 GOODWIN AVE., AKRON, OHIO. (Parcel # 68-18708; 010132301001000)

PARCEL NO. 4: SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO: AND KNOWN AS BEING PART OF ORIGINAL PORTAGE TOWNSHIP TRACT NO. 7, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH EASTERLY LINE OF GOODWIN AVENUE AT A POINT NORTH 28 DEG. EAST 145 FEET FROM THE INTERSECTION OF



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THE SOUTH EASTERLY LINE OF GOODWIN AVENUE AND THE NORTH EASTERLY LINE OF W. MARKET STREET; THENCE NORTH 28 DEG. EAST ALONG THE SOUTH EASTERLY LINE OF GOODWIN AVENUE 54 FEET TO A POINT IN THE SOUTH WESTERLY LINE OF SUB LOT NO. 11 OF THE GOODWIN ALLOTMENT AS RECORDED IN VOLUME 7 OF MAPS, PAGE 47 OF SUMMIT COUNTY RECORDS, 5 FEET EASTERLY FROM THE MOST WESTERLY CORNER OF SAID SUB LOT; THENCE SOUTH 62 DEG. EAST ALONG THE SOUTH WESTERLY LINE OF SAID SUB LOT NO. 11, 77-75/100 FEET TO THE MOST NORTHERLY CORNER OF LAND DEEDED TO HERMAN FORBSTEIN BY DEED DATED AUGUST 16, 1902 AND RECORDED IN VOLUME 288, PAGE 113 OF SUMMIT COUNTY RECORDS; THENCE SOUTH 28 DEG. WEST ALONG THE NORTH WESTERLY LINE OF LAND SO CONVEYED TO HERMAN FORBSTEIN, 54 FEET; THENCE NORTH 62 DEG. WEST PARALLEL WITH THE NORTH EASTERLY LINE OF W. MARKET STREET TO THE PLACE OF BEGINNING, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.
(Parcel #68-18710; 030127303001000)


TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for itself and its heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, leases, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.



IN WITNESS WHEREOF, the Grantor hereunto set its hand the 8th, day of August, 2014.

**GRANTOR:
MARKET-GOODWIN PROPERTIES, LLC**



Donald E. Cureton, authorized agent and
Managing Member

STATE OF OHIO)
) **SS:**
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Donald E. Cureton, authorized agent and on behalf of Market-Goodwin Properties, LLC and acknowledged that he did sign this instrument and the same is his free act and deed.

Land Managing Member

7th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of August, 2014.

(SEAL)



NOTARY PUBLIC

This Instrument Prepared By:

Robert G. Konstand
Attorney at Law
106 South Main St. Suite 2500
Akron, OH 44308






**ROBERT G. KONSTAND, Atty. at Law
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 R.C.**

School Name:	Towpath Trail High School	Date:	May 17, 2018
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6.3a Mission, Vision, Philosophy

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

 Mission	6.3a	1) MISSION (Why do we exist?): State the school’s clear, concise, and compelling mission statement that describes its specific intent/purpose.
<p>Towpath Trail High School is a student-centered organization delivering excellence in education. The team is committed to our students, our communities, and each other. We believe that our cohesion and morale help us to achieve excellence in the school. Our commitment to the students and our dedication to impacting their education through innovative methods make us unique.</p>		
 Vision	6.3a	2) VISION (What we hope to become?): State the school’s clear, concise, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
<p>Below are the core beliefs that in combination form the vision that provides the basis for the philosophical foundation of the Towpath Trail High School program. We believe:</p> <ul style="list-style-type: none"> ● Everyone deserves a second chance at receiving a first-class education and being successful in life ● Everyone deserves a chance to become all he/she can be ● Everyone learns at different rates and students should have educational choices that provide for each student’s individual needs and learning pace ● Flexible scheduling of school hours is a great advantage for those young adults that want to avail themselves of educational opportunities, but who may have special life challenges and circumstances that prevent them from attending a traditional eight hour school day, or during a specific timeframe. Examples of these life challenges include being student-parents and/or working to support oneself or one’s family. ● A high school diploma will not only benefit those young adults that take advantage of the opportunities it offers, but through the rippling effect that the graduate him/herself will have over time, it will also benefit the community as a whole. <p>Communities are only as strong as their families. Towpath Trail High School will build strong families by providing access to a high quality education for students. By offering exceptional academics within a flexible scheduling environment, Towpath Trail High school will change the lives of underrepresented, at-risk students and their larger communities. It is the vision that Towpath Trail High School students will graduate, attend college, and access opportunity; creating a positive future for themselves and their families. It is the hope of Towpath Trail High School that these graduates will return to their local communities and positively affect change.</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.
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No one educational organization or philosophy is right for everyone. Our philosophy is guided by the principles and ideals that we have as an organization, which not only incorporate our mission and vision, but also the following beliefs:

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

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

Intelligence is an important factor in how well students do, but research has shown that praising students’ efforts over intelligence is far more effective (Bronson & Merryman, 2009; Dweck, 2007; Faber, 1997; Parenting Tips, 2009; Pink, 2009; Truby, 2010). We understand that children develop skills at different rates and at different times. Rather than blaming the child, we will make every effort to support children as they learn to trust themselves and others, manage conflict, and take risks. This will be evident through a school-wide behavior plan that focuses on providing a safe, respectful atmosphere where students feel supported and comfortable engaging in their education. Students who feel safe and respected are willing to work hard and are far more likely to succeed than those who have an innate intelligence but lack motivation. Engagement, motivation, and effort will be topics discussed regularly and emphasized with 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. According to a 2012 High School Dropouts in America survey by Harris Interactive, about 1 in 5 students say they lack parental support, and another fifth are parents. For students at-risk for dropping out, the engagement of parents into the education model is paramount. Relationships with the parents will be encouraged by setting systems and processes in place to emphasize the importance of home-school communication. We hope to ensure that students are wrapped in a nurturing environment at school that is an extension of their homes.

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

The amount of information available in today's society is growing at an exponential rate. Productive citizens in the new economy need to be able to access information when needed and know how to critically analyze and synthesize that information into meaningful pieces. The foundation begins with providing an out-of-the-box education where students are actively engaged in their education through a creative classroom approach that includes integration of state-of-the-art learning technologies. Students need to be exposed to information in unique ways, such as role playing, simulations, hands-on-activities, and real world application of the information they are learning. Too often schools stifle creativity through mandated curriculum or even unintentionally through teacher suggestions (Epstein, 2008; Geist & Hohn, 2009).


In order to create a successful academic environment aimed at a population that is at-risk of dropping out, our new and innovation program to student engagement will utilize the above approaches. Experiential education is key to the model. Our School will focus on providing high-level academic curricula that is connected to the real world through off-campus experiences such as service learning and on-site projects in company and non-profit organization settings.

The Board participates in setting high-level goals with the school that can be reported against annual statistics in alignment with the school's mission statement.

The school and Board will adhere to the measures of academic performance and accountability provisions for community schools as specified in the Ohio Revised Code, as indicated on the annual Local Report Card.

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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Towpath Trail High School will use Ohio's Learning Standards for core all content and non-core content areas. The non-core content area is physical education. A link to the standards can be found at <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>

Northeast Ohio High School will use Ohio's Learning Standards for core all content and non-core content areas. The non-core content area is physical education. A link to the standards can be found at <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>

Career – Tech Education (CTE)

Towpath Trail High School will offer CTE instruction in the 5 distinct career fields of Information Technology, Construction, Healthcare, Manufacturing, and Child Development Associate. Northeast Ohio High School will utilize Ohio's Career Technical Content Standards. The affiliated links are below:

<http://education.ohio.gov/Topics/Career-Tech/Information-Technology-Career-Field>

<http://education.ohio.gov/Topics/Career-Tech/Construction-Technologies-Career-Field>

<http://education.ohio.gov/Topics/Career-Tech/Health-Science-Career-Field>

<http://education.ohio.gov/Topics/Career-Tech/Manufacturing-Technologies-Career-Field>

<http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Industry-Recognized-Credentials-and-WorkKeys/Industry-Recognized-Credentials/Education-and-Training>

Curriculum - Model	6.3b	2) Does the school plan to use the Ohio Model Curriculum? <input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.
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		<p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
<p>Towpath Trail High School will use the Ohio Model Curriculum for all core and non-core content areas. A link to the model can be found at http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula</p>		
<p>Curriculum – Maps and Pacing Guides</p>	<p>6.3b</p>	<p>3) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.</p>
<p>The major difference between curriculum maps and pacing guides is that curriculum maps are for <i>implemented instruction</i> -- 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.</p> <p>A pacing guide is your itinerary for teaching. With your collaborative team, you decide what you are going to teach and when you are going to teach it. While the lessons and teaching style can be different, the standards, assessments and basic content are taught together. With the pacing guide, your team can examine data and make decisions to increase student learning.</p> <p>Apex Learning is the resource used to teach the Standards and provides a pacing guide for each individual student. A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. The Apex Curriculum Map sample is attached as Attach_1_Apex_Curriculum Map.</p> <p>Development Process</p> <p>Our process for curriculum enhancement and alignment to the state standards include quarterly content area collaboration team meetings and bimonthly meetings among the subject area department heads. Towpath Trail High School utilizes the Achieve the Core Materials Alignment Toolkit as well as the Ohio Curriculum Alignment Toolkit to assure curriculum is aligned to OLS. Per the achievethecore.org website, Towpath Trail High School will utilize the site to determine the following shifts:</p> <ul style="list-style-type: none"> • How is the Ohio Learning Standards different from previous state standards? • The Shifts provide a frame that describes how the Ohio Learning Standards raises expectations across multiple areas of the educational experience including instructional materials, classroom practice, and assessment. • The Shifts illustrate how every standard contributes to transformative changes in the classroom that will better prepare college-and-career-ready 		

students.

Key shift for ELA include the following:

1. Regular practice with complex texts and their academic language
2. Reading, writing, and speaking grounded in evidence from texts, both literary and informational
3. Building knowledge through content-rich nonfiction

Key shift for math include the following:

1. Greater focus on fewer topics
2. Coherence: Linking topics and thinking across grades
3. Rigor: Pursue conceptual understanding, procedural skills and fluency, and application with equal intensity

The following are websites to be utilized that discuss the shifts:

<http://www.corestandards.org>

<http://www.corestandards.org/other-resources/key-shifts-in-english-language-arts/>

<http://www.corestandards.org/other-resources/key-shifts-in-mathematics/>

Standards are deconstructed during the collaboration meetings. Our content area collaboration teams are organized by our Director of Curriculum and Instruction, academic coaches, and department heads. These collaboration meetings were developed in order to improve and focus teaching and learning to a standards based model. All subject area teachers within the Cambridge Education Group (English, Mathematics, Social Studies, Science, and Special Education) participate in these quarterly meetings. Prior to each meeting, courses are chosen for dissection. Each teacher prepares course dissection information for specific areas within each of our Apex courses. Each teacher is tasked to assess the alignment of the Apex curricular resources with the Ohio Learning Standards. Teachers also analyze rigor within the course and are tasked to develop additional standards based activities for areas within Apex that lack depth of standard alignment. All teachers are also tasked with researching and providing resource ideas to accommodate students with diverse learning styles.

During content collaboration meetings, all subject area teachers provide dissection worksheets to the department heads and academic coaches. As a subject specific team (coaches, department heads, teachers), we review all teacher course dissection information, suggestions, and additional resources to come to a collective agreement on curricular areas that have gaps in standards alignment. Each teacher developed resource is discussed and voted on

by all content specific teachers to determine specific additional resources to be embedded universally within our instructional practices.

The specific resource that has been developed to house all changes, additions, and resources is called our "course syllabi". Each subject area has a shared course syllabi that provides a framework for instruction for each Apex subject available to our teachers. The course syllabi includes additional resources and alternative assignments, commonly used and effective special education modification suggestions, Apex tutorial module connections to the curricular resources, end of course exam connections, and pacing guides for student course completion. As each subject specific collaborative group dissect Apex courses, all agreed upon amendments are embedded into the course syllabi for all teachers use. See **Attach 2_Physical_Science Syllabi** for an example.

The bimonthly department head meetings are organized to develop strategies for the following initiatives:

- Apex curricular alignment to the Ohio Standards
- Train teachers on EOCs and changes made to the curriculum based on Ohio Standards and gap analysis
- Develop EOC test preparation guidelines and teacher enrichment strategies
- Develop SLOs for each subject area
- Analyze student data to drive decision making (EOC strand breakdown analysis tool, Apex course assessments, student surveys, historical state test results, course history data, NWEA MAP data)

To supplement the written curriculum and pacing of instruction that is determined by Apex Learning, the school will deconstruct the Standards as noted above to assure alignment to the Evidence Tables that determine what students need to be successful on state assessments, either OGT or end-of-course exams. The goal is to better align the tool with Ohio Learning Standards (OLS). To assure that teachers have deconstructed the standards, developed the appropriate pacing guides, and are assessing performance based upon the rigor of the OLS, these processes will be reviewed during teacher meetings as well as regional and local professional development sessions. Additionally, the school will focus on how Apex aligns and supports end-of-course results. These analyses and results will also be discussed in teacher meetings as well as professional development sessions.

Based on the initiatives set by the department heads, we develop teacher PD programs, develop instructional best practices, survey teachers to identify areas of needed professional development, and develop direction for collaboration team meetings.

A Graduation Plan document showcases the curriculum maps and the graduation plan that the school uses when meeting with students to develop individually based graduation plans. The plans are developed during the monthly curriculum team meetings with the Director of Curriculum and Instruction, Academic Coaches, and the department heads for each subject including special education.

The daily/weekly goal sheets are used to establish personalized pacing and completion goals per student. In general, the goal is for a student to complete a course (0.5 credit) every 3-4 weeks of attendance. The goal is comparable to the pace that the student would earn credits in a traditional high school.

Curriculum – Lesson Template	6.3b	4) Explain what specific components is to be included in model lesson plan template and rationale.
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Each unit and lesson plan will include a unit or lesson summary, estimated duration, pre-requisite/level, a description of pre-assessments and scoring guidelines, a description of post-assessments and scoring guidelines, a description of instructional procedures, a description differential instructional supports, extension and interdisciplinary connections, homework options and home connections, a list of any necessary materials and resources, key vocabulary, technology connections, and specific learning objectives. Connections to Ohio Learning Standards will also be included.

The lesson also helps to promote the acquisition and development of high level critical thinking skills for our students. The template includes the following sections:

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

Each section includes areas to record the following information: Lesson Element, Lesson Goals/Objectives, Challenges for Learning, Differentiated Instruction including use of Formative Assessment and UDL Framework, and Student Learning Targets. Lesson Element includes Pre-Assessment, Lesson Opening, Guided Practice, Independent Practice, as well as Closure and Post-Assessment (Summative). These areas allow teachers space to: 1) reflect on and predict challenges that students have traditionally experienced in the content area, 2) prepare for diverse learning, 3) and plan for differentiation for all students including Students with Disabilities, English Language Learners, and Gifted/Talented. Resident Educators (RE) and Resident Educator Mentors review the lesson plan template and assist RE's in developing lessons utilizing its concepts. Academic coaches will train the professional teachers as they implement the template's use on a regular basis during visits to the school.

The rationale for writing such in depth unit and lesson plans is to ensure that instruction is rigorous, yet adaptable to the unique needs of each student, including learning style and level of academic readiness. Units and lessons that are well written, detailed and thorough are easily shared with colleagues, providing for cooperation between content areas.

Lesson plans are developed based on individual student needs which are derived from NWEA data, prior Ohio Assessment data, and transcripts for each student. Lessons are individualized based on where the student is performing within the Apex curriculum. Teachers select and assign specific

components of the curriculum to individual students in addition to other resources to support that specific content.

Attachment 3 LessonTemplate is the common lesson plan based upon Universal Design for Learning Guidelines (UDL) that Towpath Trail High School utilizes for teachers. UDL is a set of principles for curriculum development that give all individuals equal opportunities to learn.¹The lesson is a tool to train Resident Educators and all teachers during the quarterly subject area collaboration meetings in order to improve learning and provide a better focus for meeting students' needs regardless of where they are in the learning process.

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.

The school's mission will be served by providing the students with an individualized and self-paced program called Apex Learning digital curriculum with a flexible schedule set in an environment that is responsive to its student's needs. The curriculum will engage students who are at-risk of dropping out or need dropout recovery programming by closing learning gaps, providing credits, and increasing achievement. The goal is for all students to earn a high school diploma and post-secondary success; thus accomplishing the school mission statement. All courses utilize Ohio Learning Standards. Staff will review each course, examine the standard, and identify the student's learning progression within the standard in order to determine learning gaps and plans for individualized instruction using the APEX curriculum and other interventions.

Provide evidence of the curriculum's alignment to Ohio Learning Standards.

The Apex Learning is the resource utilized to implement the Ohio Model Curriculum and the Ohio Learning Standards (OLS), including rigorous instruction, active learning experiences, and meaningful assessment. All core and non-core courses are aligned to Ohio Learning Standards. The link to the website indicating alignments to standards is as follows:

<https://www.apexlearning.com/digital-curriculum/courses/catalog>

Tutorials provide standards-based instruction, identify learning gaps, and provide the remedial instruction necessary to prepare each student to master grade level content. The website link indicating tutorial alignment to Ohio state standards is as follows:

<https://www.apexlearning.com/digital-curriculum/tutorials/catalog>

To assure that instructors are teaching the lessons based upon the standards and that effective instructional strategies are being implemented, fidelity to the instructional framework and lesson quality will be monitored. The Towpath Trail High School Principal provides classroom walk-throughs on a weekly basis. Academic Coaches visit classrooms and assess instructional framework. Instructional framework is also taught as a part of professional development. Additionally, all lessons must be approved by the curriculum team department.

Identifying and Addressing Gaps

Using correlations reports and curriculum information, Apex Learning Implementation Success Managers work with teachers and administrators to identify any key gaps in standards coverage and plan additional lessons based on the students' needs. To assure that the state standards are being

¹ <http://www.udlcenter.org/aboutudl/whatisudl>


covered in the coursework offered, a Standards Gap Analysis Toolkit, developed by the Ohio Department of Education, available at <http://education.ohio.gov/Topics/Learning-in-Ohio/Science/Transition-Tools-Ohio-Learning-Standards-K-1/Alignment-Toolkit-Phase-1-Gap-Analysis>, is utilized by the school that enables teachers to create additional lessons and assignments to address any learning gaps. The template is utilized to identify gaps and also one to request approval for additional assignments.

The curriculum chair and Academic Coaches meet monthly to discuss standards alignment and curriculum gaps among students. This same team along with teachers then completes the template to demonstrate evidence of standards alignment in the curriculum as well as content that needs to be added. The teacher identifies supplemental content/materials and submits the information using an Apex Assignment Adjustment sheet to the coaches and Director of Curriculum and Instruction for approval. These are added to the course syllabi sheet for all content teachers to use.

Additionally, teachers complete a course dissection worksheet prior to the quarterly subject area meetings. The sheets are used to identify gaps, standard connections, and end-of-course test connections, as well as an avenue for suggesting resources to be evaluated and analyzed by peer teachers. Suggested resources can include alternative lab websites, and practice materials for state tests. After the resources and modifications have been approved by the Director of Curriculum & Instruction, Academic Coaches, and department heads, then the information is added to the Course Syllabi. The team identifies gaps in the Apex Learning curriculum and designs supplemental materials/resources.

6.3c Instructional Delivery Methods and Resources/Materials

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

 Instructional Delivery Methods	6.3c	1) Explain in detail the 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.
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To be successful across classrooms at Towpath Trail High School, teachers will use a combination of proven instructional delivery methods that will be used daily in the school. Just as no one curriculum is ideal for all students, no one method of instruction may be suitable for all classrooms.

Universal Design for Learning Guidelines is a set of principles for curriculum development that provides a blueprint for creating instructional goals, methods, materials, and assessments that work for everyone. It is not a single, one-size-fits-all solution, but rather a flexible approach that can be customized and adjusted for individual needs.

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. 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.

Teachers will be trained in Formative Instructional Practices (FIP) and use clear learning targets, collect and document evidence of learning, and provide effective feedback. Included in these practices will be Intensive Interventions for Students Struggling in Reading and Mathematics developed by the Center for Instruction: a recommended ODE Toolkit resources. Components include explicit instruction, systematic instruction, and opportunities for student response and feedback.

Computer-assisted Instructional Strategies. These strategies are embedded into the Apex Learning curriculum. Computer-assisted instruction refers to instruction or remediation presented on a computer. The program enhances teacher instruction in several ways. Computer programs are interactive and can illustrate a concept through attractive animation, sound, and demonstration. They allow students to progress at their own pace and work individually or problem solve in a group. Computers provide immediate feedback. Computers offer a different type of activity and a change of pace from teacher-led or group instruction.

Computer-assisted instruction improves instruction for students with disabilities because students receive immediate feedback and do not continue to practice the wrong skills. Computers capture the students' attention because the programs are interactive and engage the students' spirit of competitiveness to increase their scores. Also, computer-assisted instruction moves at the students' pace and usually does not move

ahead until they have mastered the skill. Programs provide differentiated lessons to challenge students who are at risk, average, or gifted.²

Apex aligns with all four instructional strategies. Apex is computer-assisted instruction. However, since Apex also relies upon the teacher to reinforce concepts when needed and to provide additional instruction; therefore, the UDL, Marzano High Yield Instructional Strategies, and Formative Instructional Practices are utilized to increase classroom achievement.

The National Dropout Prevention Center/Network (NDPC/N) has identified 15 Effective Strategies that have the most positive impact on reducing school dropout. (see <http://dropoutprevention.org/wp-content/uploads/2015/03/NDPCN15EffectiveStrategies.pdf>). These strategies have been successful at all school levels from PK-12 and in rural, suburban, and urban settings. One of the strategies includes Active Learning. Active learning and student engagement strategies engage and involve students in meaningful ways as partners in their own learning. These strategies include student voice and choice; effective feedback, peer assessment, and goal setting; cooperative learning; thinking critically, creatively, and reflectively; and micro-teaching, discussion, and two-way communication. To be most effective, teachers must provide students with tools and strategies to organize themselves and any new material; techniques to use while reading, writing, and doing math; and systematic steps to follow when working through a task or reflecting upon their own learning.

Marzano's High Yield Practices include setting objectives and providing feedback, cooperative learning, and Generating and testing hypothesis.


A second strategy is Educational Technology, which states that Instructional Technology can effectively support teaching and learning while engaging students in meaningful, current, and authentic efforts; addressing multiple intelligences; and adapting to students' learning styles. Educational technology can effectively be used in individualized instruction and can not only help prepare students for the workforce, but can empower students who struggle with self-esteem.

Computer-assisted instructional strategies and Apex Learning embodies the use of educational technology.

A third strategy is Individualized Instruction, which indicates that learning experiences can be individualized, differentiated, or personalized (combining paced and tailored learning with flexibility in content or theme to fit the interests, preferences, and prior experiences of each learner).

Formative Instructional Practices and use clear learning targets, collect and document evidence of learning, and provide effective feedback and personalizes learning for students.

² <http://www.readingrockets.org/article/computer-assisted-instruction-and-reading>

 Instructional Delivery Methods	6.3c	<p>Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check box. <input type="checkbox"/></p> <p><u>Blended Learning Requirements- Please provide ALL of the following:</u></p> <ul 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.
<p>Towpath Trail High School is not using a blended learning model.</p>		
	6.3c	<p>2) Provide evidence of the research base practices per ESSA for these delivery methods, strategies, and/or techniques including impact on population served.</p> <p>(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on—</p> <ul style="list-style-type: none"> (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 (III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias; or <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>Universal Designs for Learning</p> <p>The UDL Guidelines are based on research from several very different fields, and from many different researchers at different universities and research organizations. That research has been reviewed, compiled and organized by educators and researchers at CAST. The process spanned a 10</p>		

year period and involved different stages.

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.

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.

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 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

For additional information on the research basis, visit <http://www.udlcenter.org/research/researchevidence>.

Marzano's

In-depth information on Marzano's instructional strategies are listed below:

- <http://www.marzanoresearch.com/instructional-strategies>

Formative Instructional Practices (FIP)

The attributes of Formative Instructional Practices (FIP) can be found in the below resource:

<http://www.battelleforkids.org/solutions/formative-instructional-practices>

The research for Intensive Interventions for Students Struggling in Reading and Mathematics developed by the Center for Instruction is from the following link:

<http://centeroninstruction.org/files/Intensive%20Interventions%20for%20Students%20Struggling%20in%20Reading%20%26%20Math.pdf>

Computer Assisted Instruction

The website of John Hopkins Best Evidence Encyclopedia (BEE) was visited to review examples of third party research. The website focuses on specific education programs. However, there was ample evidence throughout the stated research findings indicated programs that offered education assisted technology such as the program to occur at Towpath Trail High School, does show a positive effect on learning. The website states, "Findings of this review indicate that educational technology applications produced a positive but modest effect on the reading skills of struggling readers."

Additionally, for struggling readers, "classroom instructional process approaches, especially cooperative learning and structured phonetic models, have strong effects for low achievers (as well as other students)." For high school reading, "programs using one-to-one and small-group tutoring (ES=+0.23) and cooperative learning programs (mean ES=+0.16), showed positive outcomes.

Success in utilizing the Apex Learning computer assisted instruction can be found on the Apex Learning website through the following links:

- <https://www.apexlearning.com/resources/case-studies/help-students-overcome-barriers-college-and-career-readiness>
- <https://www.apexlearning.com/efficacy-studies/study-impact-apex-learning-digital-curriculum-credit-recovery-students>
- <https://www.apexlearning.com/resources/case-studies/restoring-rigor-summer-school-online-credit-recovery>
- <https://www.apexlearning.com/efficacy-studies/proven-increase-academic-achievement-risk-and-drop-out-recovery>

ESSA

The section below refers to the resource entitled Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments guidance to 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:

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"

Including Marzano's studies, research has shown evidence that computer-based technology learning and programs that offer expanded learning opportunities has proven to increase the graduation rate of students at-risk for dropping out of school.

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."

The interventions which include a combination of the Apex digital computer learning assisted by in class direct learning is the basis for much of the


research stated above. The strong evidence shown through the expanded learning research stated above includes the Apex Learning model to be implemented at Towpath Trail High 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 specific setting of the research provided above is relevant to the demographics of Towpath Trail High School—students in high school who are at-risk for dropping out. The student population in the studies also consists of struggling readers, which represents the student population of Towpath Trail High School.

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.

The interventions recommended through the research provided above can be incorporated into the current operations capacity of the Towpath Trail High School 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>Towpath Trail High School will use the appropriate tools, equipment, and materials for industry credential training as outlined by each credentialing agency in their required curricula. All resources and materials will be in place at the school’s openings in all core and non-core content areas including staff, furniture, curriculum, Board, technology, management systems, contractors, and students.</p> <p>General Education Curriculum</p> <p>Apex Learning Curriculum. To increase academic achievement, Towpath Trail High School will utilize predominantly Apex Learning curriculum. Research supporting the success of the model can be found later in this section. School districts challenged to increase their student’s academic performance are turning to Apex Learning digital curriculum to support programs that increase graduation rates and decrease dropout rates. Apex Learning provides standards-based Comprehensive Courses that makes rigorous content accessible to each student and results in increased student outcomes. Their program is designed for credit-deficient students in order to provide personalized learning. If credit recovery is needed, students can master the exact studies that are required through prescriptive courses.</p> <p>Apex Learning is a model that aligns with Ohio standards, assessments, and differentiated strategies. Because the curriculum is aligned with Ohio standards, it addresses the question of what students should know and be able to do. Lessons were created to emphasize skills like critical thinking and problem solving, which are key concepts to the Ohio standards. Apex Learning will be utilized for all core courses at Towpath Trail High School</p>		

including math, science, social studies, and English.

Apex Learning has been utilized successfully in increasing achievement in at-risk students, which defines the demographics for Towpath Trail High School. In a case study at Auburn School District, WA, Apex Learning's digital curriculum was utilized in both blended and virtual learning environments to reengage students who had dropped out or were at-risk. As a mode for Dropout Prevention programming, a Dallas Independent School District Study demonstrated that students who use Apex Learning Comprehensive Courses in addition to traditional classroom instruction performed better on end-of-semester exams than students in traditional classrooms not using Apex Learning digital curriculum. Apex Learning is designed to address Dropout Recovery programs similar to Towpath Trail High School. Temecula Valley Unified School District in California utilized Apex Learning as an "intervention strategy to reach students before they required formal credit recovery" as well as a method to increase student achievement and improve the graduation rate. Success with Apex Learning can be found in Ohio schools. Apex Learning partnered with a third-party evaluator to examine the impact of Apex Learning Comprehensive Courses on the academic achievement of at-risk and dropout recovery students at the Ohio Life Skills Centers. The average (median) student using Apex Learning Comprehensive Courses gained 21 percentile points on end-of-course assessments in English Language Arts, math, and science. Success in utilizing the Apex Learning digital curriculum as described above can be found on the Apex Learning website through the following links:

- <https://www.apexlearning.com/resources/case-studies/help-students-overcome-barriers-college-and-career-readiness>
- <https://www.apexlearning.com/efficacy-studies/study-impact-apex-learning-digital-curriculum-credit-recovery-students>
- <https://www.apexlearning.com/resources/case-studies/restoring-rigor-summer-school-online-credit-recovery>
- <https://www.apexlearning.com/efficacy-studies/proven-increase-academic-achievement-risk-and-drop-out-recovery>

Career Technical Education (CTE)

In addition to the above core content areas, Towpath Trail High School will offer CTE instruction and curriculum resources in the 5 distinct career fields of Information Technologies, Construction, Healthcare, Manufacturing, and Child Development Associate. All CTE curriculum is in alignment with the Ohio Career Technical Education Learning Standards.

Microsoft Office Specialist

-Microsoft Office Suite

Construction

-U.S. Department of Labor – OSHA 10 curriculum

-NCCER – CORE and Carpentry 1

Healthcare Technologies

Ohio Department of Health

- Certified Nursing Assistant / State Tested Nursing Assistant curriculum

National Healthcare Association

-Phlebotomy Technician, EKG Technician, Certified Patient Care Technician, Administrative Medical Assistant and --Clinical Medical Assistant curricula

-Child Development Associate – Council of Professional Recognition

-Manufacturing - Manufacturing Skills Safety Council

Information Technology

The school, which is planning to provide an Information Technology pathway has already been established as a Certiport Authorized Testing Centers. Certiport was established in 1997 and is now the leading provider of certification exam development, delivery, and program management services. Certiport works with industry-leading certification providers – such as Microsoft - to bring their programs successfully to market.

This distinction allows the school to not only teach the Microsoft Office Suites of: *Word, Power Point, Excel* and *Outlook* but to administer the required assessments as well as award the certification. Our instructors have already achieved the Microsoft Office Specialist certification before going through the ODE process for teacher certification.

Microsoft Office Specialist (MOS) Certification:

Microsoft Office Specialist (MOS) provides industry-leading assessments of skills and knowledge through project-based testing, giving students real-world exercises to appraise their understanding of Microsoft Office. This guarantees that every certified user has demonstrated the ability to command the full features and functionality of Microsoft Office, preparing them for future academic or workforce opportunities.

MOS certification gives students, preparing to enter the workforce, the power to chart their own course, fulfill their ambition, and realize their potential. These certifications validate the IT skills students need to build a brighter future and prepare themselves for a successful career.

The school offers Certiport's full pathway solution that prepares students for the MOS certification with 3 specific strategies

- 1) A tailored learning program called LearnKey:** LearnKey is a video courseware program that enhances the learning experience and increases certification exam success. It provides self-paced on-demand video learning material for Certiport's Microsoft Office Specialist program. These expert learning solutions are easy to use and interactive, and help prepare students for certification success and include Interactive labs and prescriptive study guides.
- 2) Performance based assessments and test preparation tools called GMetrix:** This program directly targets the anxiety students face when it is

time to assess their knowledge during certification exams. These practice tests include reporting and insight features, ensuring students are adequately prepared to their certification exam. GMetrix practice exams replicate a "live application" testing environment and build familiarity with the testing environment this Increasing confidence towards certification exams. GMetrix practice tests are customizable and allow the teacher to offer two different modes A) Testing mode where students experience what the certification exams will be like including timed testing B) Training mode where students work at their own pace as they receive feedback and step-by-step instructions for each question.

- 3) Authorized Microsoft Office Certifications Exams:** As an authorized Testing Center, the school is approved to proctor the student's official exam without the need to take students to a different environment thus mitigating logistical and environmental test barriers.

Construction

The school will offer Construction pathway for CORE and Level 1: Carpentry with curriculum and credentials by the National Center for Construction Education and Research (NCCER). NCCER is a not-for-profit 501(c)(3) education foundation created in 1996. It was developed with the support of more than 125 construction CEOs and various association and academic leaders who united to revolutionize training for the construction industry. Sharing the common goal of developing a safe and productive workforce, these companies created a standardized training and credentialing program for the industry.

The school provides a construction pathway and is an accredited training and assessment location. Our instructors are recruited after years of experience practicing their craft. They also receive NCCER instructor training and achieve NCCER certification before going through the ODE process for certification.

NCCER develops standardized construction and maintenance curriculum and assessments with portable credentials. These credentials are tracked through NCCER's National Registry System that allows organizations and companies to track the qualifications of their craft professionals and/or check the qualifications of possible new hires. This registry also assists craft professionals by maintaining their records in a secure database.

CORE: Introduction to the Construction Trades:

The NCCER Core Curriculum is a prerequisite to all other Level 1 craft curriculum. Its modules cover topics such as: Basic Safety, Introduction to Construction Math, Introduction to Hand Tools, Introduction to Power Tools, Construction Drawings, Basic Rigging, Basic Communication Skills, Basic Employability Skills and Introduction to Materials Handling. Attainment of the CORE certification provides 6 points toward

Alternative Graduation Pathway.

LEVEL 1: Carpentry:

Carpenters make up the largest building trades occupation in the industry and those with all-around skills are in high demand. Carpenters are involved in many different kinds of construction activities, from building highways and bridges to installing kitchen cabinets. Carpenters construct, erect, install, and repair structures and fixtures made from wood and other materials. Certification in Carpentry 1 includes the following modules: Orientation to the Trade; Building Materials, Fasteners, and Adhesives; Hand and Power Tools; Introduction to Construction Drawings, Specifications, and Layout; Floor Systems; Wall Systems; Ceiling Joist and Roof framing; Basic Stair Layout; Introduction to Building Envelope System. Attainment of the Level 1 Carpentry certification provides 6 points toward Alternative Graduation Pathway.

Experiential Learning

The school prides itself on the experiential learning opportunities that we embed in our programs. Through new and established partnerships, the school provides opportunities for our students to actively participate in residential construction and construction related service learning activities. By combining classroom learning with hands-on, functional experience we believe we are preparing our graduates to enter the workforce and retain employment that pays a sustainable living wage.

OSHA 10 Certification

This OSHA10 training course provides information regarding workers' rights, employer responsibilities and how to file a complaint. It was also designed to help workers stay up-to-date with their OSHA safety requirement. The 10-hour training program is primarily intended for entry level workers. It is intended to cover recognition, avoidance, abatement and prevention of safety and health hazards in workplaces, not OSHA standards. Attainment of the OSHA – 10 certification provides 1 point toward Alternative Graduation Pathway.

Healthcare

The school will provide a pathway to certification in in Healthcare field.

Phase 1: Medical Terminology / CPR & First Aid

Our Healthcare pathway utilizes the Dean Vaughn Medical Terminology program which works in conjunction with the natural learning process of the brain by converting abstract medical elements into images of real and familiar objects – and then associating those images with the subject in such a way that it is incredibly easy to learn and remember. The curriculum teaches students to apply the meanings of 350 prefixes, roots, or suffixes that combine to form over 11,000 complex medical terms. During this time, students also become certified in CPR & First-Aid. 1 Point is available toward the Alternative Graduation Pathway.

Phase 2: State Tested Nursing Assistant (STNA) Course

Students are enrolled in an approved Ohio Department of Health (ODH) program. The 75 hour course includes 56 hours of classroom instruction along with 16 hours of clinical practice and prepares students to work in a variety of healthcare settings including hospitals, assisted living facilities and long-term care facilities. Upon successful completion of the training course, students will obtain State of Ohio Nurse Aide Certificate (CNA) and be qualified to take the State Nurse Aide (STNA) examination. The course covers body mechanics, nutrition, anatomy and physiology, human disease processes, infection control, communication skills, and resident rights. Students learn to provide quality personal care skills such as how to help patients bathe, eat, and groom themselves. Clinical experiences allow students to demonstrate personal care skills in care settings under supervision of qualified instructors. 12 points are available toward the Alternative Graduation Pathway.

Phase 3: Certified Clinical Medical Assistant (CCMA) Program

After successful completion of the STNA Course, students are then guided through a series of certification programs offered through The National Healthcareer Association (NHA), which braid industry recognized credentials so that students have multiple career options to enter the healthcare sector. Cambridge Education Group is proud to have schools – where this training will be done - approved by The National Healthcareer Association as Certified Training and Testing Sites. In addition, the instructors teaching this course either are – or will be - approved by NHA to train and certify students before going through the ODE process for certification. The 5 NHA certification areas include: Phlebotomy Technician, EKG Technician, Certified Patient Care Technician, Administrative Medical Assistant and Certified Clinical Medical Assistant. Medical Assistants are able to do both clinical and administrative tasks. Their clinical responsibilities may include preparation for procedures and assisting in minor surgeries as well as gathering patient health history, performing injections, drawing blood, and more. On the administrative side, they may be responsible to answer phones, file patient charts, and various other things. 12 points are available toward the Alternative Graduation Pathway.

Child Development Associate

The school will provide a pathway as a Child Development Associate (CDA). CDA is a Credential awarded by the Council of Professional Recognition in Washington D.C. The Council for Professional Recognition promotes improved performance and recognition of professionals in the early childhood

education of children ages birth to 5 years. The Council works to ensure that all professional early childhood educators and caregivers meet the developmental, emotional, and educational needs of our youngest children.

The CDA is the most widely recognized national credential awarded to early childhood professionals who have shown they have met the beginning level CDA competencies needed for working with young children. It is a significant accomplishment and an option for starting a successful career in early childhood education.

The CDA Credential is based on a core set of competency standards, which guide early care professionals as they work toward becoming qualified teachers of young children. CDA's have knowledge of how to put skills into practice and understand how to use those skills to help children move, with success, from one developmental stage to another. In short, they know how to nurture the emotional, physical, intellectual, and social development of children.

Utilizing multiple sources of evidence, the program is the only comprehensive system of its kind that recognizes the essential competencies need by entry-level and all early childhood professionals. The CDA is available in three areas: Infant & Toddler, Preschool and Family Child Care. Each certification is 120 hours long and covers 13 "Functional Areas" including: Safety, Health, Learning Environments, Physical Development, Cognitive Development, Communication Skills, Creativity, Understanding of Self, Social Development, Guidance and Behaviors, Working with Families, Program Management and Professionalism.

The school provides students with the opportunities required to complete the 3-steps of the certification process including 1) a minimum of 480 hours of experience working with children who are within the age range of the targeted certification, 2) instruction to pass the CDA Exam and 3) scheduling the CDA Verification Visit with a 3rd party Professional Development (PD) specialist.

The school will recruit instructors with Early Childhood Education experience. If candidates do not already possess a valid teacher license, they will be assisted to attain a 12-Hour CTE teacher license for proper certification from Ohio Department of Education. The Credential is valued at 12 points.

Manufacturing

Our Manufacturing Pathway utilizes The Manufacturing Skill Standards Council (MSSC) for our curriculum. MSSC is an industry-led, training, assessment and certification system focused on the core skills and knowledge needed by the nation's front-line production and material handling workers. The nationwide MSSC System, based upon industry-defined and federally-endorsed standards, offers both entry-level and incumbent workers the opportunity to demonstrate that they have acquired the skills increasingly needed in the technology-intensive jobs of the 21st century. MSSC is accredited by the International Accreditation Service (IAS) thus providing students the opportunity to industry-recognized national certification.

Our school that is planning to provide a manufacturing pathway has already been established as a certified assessment center. This distinction allows Cambridge schools the opportunity to not only teach manufacturing but administer the required assessments as well as award the certification. Our instructors have – or will – successfully complete a 3-day instructor course required by MSSC as well as have a history of work experience in the

manufacturing sector before going through the ODE process for certification.

Certified Production Technician (CPT):

The CPT Certification addresses the core technical competencies of higher skilled production workers in all sectors of manufacturing. The CPT Certification includes: Safety; Quality Practices & Measurement; Manufacturing Processes & Production; and Maintenance. The Certified Production Technician (CPT) Certification is awarded only to those who pass all four modules. Attainment of the CPT provides 12 points toward Alternative Graduation Pathway.

The module on SAFETY includes training on working in a safe and productive environment, performing safety and environmental inspections, emergency drills and participating in emergency teams. Students learn to identify unsafe conditions and take corrective action as well as provide safety orientation for all employees, including how to train personnel to use equipment safely. Advocacy skills are reinforced as students are taught to suggest processes and procedures that support safety of the work environment. Students also learn how to fulfill safety and health requirements for maintenance, installation, and repair of equipment including the monitoring of safe equipment and operator performance, ultimately resulting in the student utilizing effective, safety-enhancing workplace practices.

The MANUFACTURING PROCESSES & PRODUCTION module begins with the student learning how to identify customer needs and determine the resources available for the production process. The student learns the proper way to set up equipment, establish team goals, make job assignments, and coordinate work flow for the production process. Communication skills on production and material requirements are developed so that product specifications are developed. Performance and monitoring the process for the final product are a key focus as well as the documentation of product and process compliance as they align to customer requirements. The final focus of this module deals with aspects of final product shipping and/or distribution.

The module on QUALITY PRACTICES & MEASUREMENT requires participation in periodic internal quality audit activities such as checking the calibration of gages and other data collection equipment. A focus is on continuous improvements including inspection of materials and product/process at all stages to ensure they meet specifications, documentation of quality tests, communicating quality problems, and taking corrective actions to restore or maintain quality. The student learns to record process outcomes and trends, identify fundamentals of blueprint reading and use common measurement systems and precision measurement tools.

The final module on MAINTENANCE AWARENESS requires that the student to learn to perform preventive maintenance and routine repair, monitor indicators to ensure correct operations and perform all housekeeping to maintain production schedule. A student learns to recognize potential maintenance issues with basic production systems, including knowledge of when to inform maintenance personnel about problems with systems such as: Electrical, Pneumatic, Hydraulic, Machine Automation, Lubrication, Bearings and couplings as well as Belts and chain drives.

OSHA 10 Certification

This OSHA10 training course is offered. Attainment of the OSHA – 10 certification provides 1 point toward Alternative Graduation Pathway.

All supplemental curriculum resources will be provided

Non-Core Curriculum

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
- Floor Paint for Stations & Fitness Activities
- Basketball Hoops
- CD Player
- CD (dance lessons & fitness activities)
- Whistle
- Stop Watches
- Gymnasium

Technology

The technology at the school will meet or exceed the minimum requirements for computer-based administration.

Hardware

- 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

Operating System

- Windows 7
- Mac 10.7
- Linux (Ubuntu 11.10, Fedora 16)
- Chrome OS
- Apple iOS
- Android 4.0

Networking

- Wired or wireless Internet connection

Devices

Desktops, laptops, netbooks, thin client, and tablets that meet the hardware, operating system, and networking specifications

Furniture

- Desks
- Chairs
- Office furniture and equipment
- Copy machine, fax machine, and all office equipment

Staff

All teaching and administrative staff will be in place. All contracted positions including agency resources to provide school psychologist, physical therapist, occupational therapist, and behavioral specialist, as needed, will be in place.

Assuring Alignment to Ohio Learning Standards

Apex Learning

Apex Learning Courses and Tutorials are developed in-house by a team of experts who closely examine leading learning research and state and national standards – including the Ohio Learning Standards (OLS). For independent verification of standards alignment, Apex Learning partners with a third-party vendor, EdGate Correlation Services, to provide high quality, accurate alignments to state, national, and assessment standards. EdGate Correlation Services' subject matter experts review every activity in a course. The subject matter experts use their expertise to align the content and rigor of each activity to state, national, and assessment standards. Documents are provided to teachers that provide a correlation between Apex Learning courses and Ohio Learning Standards. Attach 4_ Apex_Correlation_OLS offers a look at the course syllabi for Physical Science I and II that highlights how courses are aligned with the OLS. As indicated herein, the lesson template includes connections to OLS.

Towpath Trail High School

The process to assure alignment is stated herein and includes content collaboration meetings where all teachers dissect information and additional resources that determine gaps in standards alignment. Towpath Trail High School utilizes the Achieve the Core Materials Alignment Toolkit as well as the Ohio Curriculum Alignment Toolkit to assure curriculum is aligned to OLS. Components of the Instructional Materials Evaluation Tool (IMET), Grade-Level IMET (GIMET-QR), EQUiP Quality Review Rubrics, EQUiP Student Work Protocol, Assessment Evaluation Tool (AET): Formative Assessments, CCSSO Principles: Summative Assessments, Assessment Passage & Item Quality Criteria Checklists, and ELL Framework.

Each teacher developed resource is discussed and voted on by all content specific teachers to determine specific additional resources to be embedded universally within our instructional practices. The course syllabi includes additional resources for student course completion. As each subject specific collaborative group dissect Apex courses, all agreed upon amendments are embedded into the course syllabi for all teachers' use. The bi-monthly department head meetings are organized to develop strategies for Apex curricular alignment to the OLS.

The Ohio Curriculum Alignment Toolkit is utilized to create the gap analysis, create any corrections to the curriculum, and implementation. Using correlations reports and curriculum information, Apex Learning Implementation Success Managers work with teachers and administrators to identify any key gaps in standards coverage and plan additional lessons based on the students' needs. To assure that the state standards are being covered in the coursework offered, a Standards Gap Analysis sheet, developed by the Ohio Department of Education, is utilized by Towpath Trail High School that enables teachers to create additional lessons and assignments to address any learning gaps. The template is utilized to identify gaps and also one to request approval for additional assignments.

The curriculum chair and academic coaches meet monthly to discuss standards alignment and curriculum gaps among students. This same team along with teachers then completes the template to demonstrate evidence of standards alignment in the curriculum as well as content that needs to be added. The teacher identifies supplemental content/materials and submits the information using an Apex Assignment Adjustment sheet to the coaches and Director of Curriculum and Instruction for approval. These are added to the course syllabi sheet for all content teachers to use.

Additionally, teachers complete the course dissection worksheet prior to the quarterly subject area meetings. The sheets are used to identify gaps, standard connections, and end-of-course test connections, as well as an avenue for suggesting resources to be evaluated and analyzed by peer teachers. Suggested resources can include alternative lab websites, and practice materials for state tests. After the resources and modifications have been approved by the Director of Curriculum & Instruction, academic coaches, and department heads, then the information is added to the course syllabi aforementioned.

All Career Technical Education courses are in alignment with Ohio outlined at the following website: <http://education.ohio.gov/Topics/Career-Tech>

Gap Closing Tools

- Alignment: Toolkit-Phase-1-Gap Analysis from the ODE
- Apex Assignment Adjustment (for supplemental content/materials)
- CourseDissectionWorksheet (used to identify gaps, standard connections, and end-of-course test connections)
- Curriculum Maps
- Pacing Guides

6.3c

4) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.

The curriculum committee will meet annually in January 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.

Towpath Trail High School continues to evaluate the instructional resources and materials used by teachers, including technology, within Building Leadership Team (BLT) meetings and governing authority committee meetings. The BLT consists of the school Principal along with lead teaching staff. The Principal, BLT team, and governing authority committees collaborate as needed to review materials, technology, and resources. With frequent changes in courses and technology, teachers are regularly updating material documents to ensure they have proper resources and materials. Adjustments and changes are made based on the educational needs of the school's population. 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. Board approval is only required for purchases over \$5,000.

6.3d Continuous Improvement and Professional Growth

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

 Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate the school improvement plan using the Ohio 5-step process ?
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Towpath Trail High School will implement 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

The action plans below correlate with the 5 step process.

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

Step 2: 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.

Step 3: The TBTs process is then reviewed on a regional level by the Regional Curriculum Team in efforts to ensure where additional training is needed.

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

Step 5: 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.

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

- a) NWEA Assessment data will be reviewed by teachers after each testing session (Fall, October; Winter, February; Spring, April). State assessment data will be reviewed in August prior to the start of school. Additional progress monitoring tools contained in the APEX Learning digital curriculum will be given to students on a regular basis to progress monitor where students are in a particular subject as well as drive instruction. These assessments will be reviewed by 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 occur in April. The results of the review will be shared with the Curriculum Committee in May.
- 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 the Director of Curriculum and Instruction at Cambridge.

The curriculum committee will meet annually in January 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 curriculum and matching to specific standards. Professional Development will therefore be reviewed to determine current and future needs for each subject, grade or individual teachers.

TBTs will evaluate the effectiveness of the previous meeting and the work of the team at the conclusion of each meeting based on the TBTs 5 Step Process. The leadership team will review TBTs meetings notes on a monthly basis.


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

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

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

toward attainment of the goals, strategies and indicators described in the plan.

Professional Development is an important component to the continuous improvement cycle. PD will occur 3 times per year for overall review of data, curriculum, differentiation, and subject matter work. Additionally, the school has 14 in-service days. The school will utilize professional development during in-service days and at regularly scheduled times to analyze data to assure performance and accountability targets are met. Staff development will focus on meeting these targets. The review and analysis process is detailed above. Any additional teacher training as a result of the professional development and TBT meetings will be implemented.


 Ohio Teacher Evaluation System (OTES)	6.3d	<p>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
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Towpath Trail High School will implement an alternative evaluation system (Performance Matrix Tool) that has been aligned to Ohio Standards for Educators. The Performance Matrix is a tool used to evaluate teachers based on identified skills and values. Rubrics have been developed and are utilized for both the skills (aligned with Ohio Standards for Educators) and values. The Principal evaluates the teacher. All evaluators will be credentialed according to the Ohio Department of Education specifications.

Towpath Trail High School's alternative teacher evaluation system consists of the following components:

- Teacher Self-Assessment
- Teacher Professional Growth Plan/Improvement Plan
- Formative Assessment/Observation (50%): Formative assessment ratings are determined based on teacher performance observed through formal and informal observations. The performance matrix skills and values rubrics are used as the framework for determining teacher ratings within this component of their evaluation. Towpath Trail High School conducts two formative assessment cycles a year (Fall and Spring).
 - Formal observations/examination of artifacts
 - Informal observations (utilize classroom walkthrough tool) (See below for Walkthrough tool)
- Student Growth Measure (50%): Student Learning Objectives (SLOs are created by individual teachers and approved by credentialed evaluators)
- Summative Measure of Teacher Effectiveness

See Attach 4a_Evaluation_Rubric_Walkthrough for sample.

 Ohio Principal Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>Towpath Trail High School will implement an alternative evaluation system (Performance Matrix Tool) that has been aligned to the Ohio standards for Principals and Ohio Standards for Superintendents. The Cambridge Executive Director evaluates the Principal. All evaluators will be credentialed according to Ohio Department of Education specifications.</p> <p>Towpath TrailHigh School’s alternative principal evaluation system consists of the following components:</p> <p>-Principal Performance Rating (50%):</p> <ul style="list-style-type: none"> -Self-Evaluation (in accordance with performance matrix skills and values rubrics) -Professional Growth Plan/Improvement Plan -Formative assessment: The performance matrix skills and values rubrics are used to determining principal ratings within this component. The formative assessment component is conducted twice annually (Fall and Spring). -Formal observations (utilize school walkthrough tool) <p>-Student Growth Rating (50%): The student growth rating is a locally determined measure. This rating is an average of all teachers’ student growth ratings in the building.</p> <p>-Final Summative Rating</p> <p>See Attach 4a_Evaluation_Rubric_Walkthrough for sample.</p>		

 Local Professional Development Committee and Resident Educator	6.3d	6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.
<p>Towpath Trail High School's LPDC will be chaired by a classroom teacher who attends regularly scheduled meetings within our cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date and compliant. LPDC documents are attached. Towpath Trail High School will follow all bylaws as defined by the Ohio Department of Education per the link http://education.ohio.gov/getattachment/Topics/Teaching/Professional-Development/LPDC-s/Resource-Guide-for-Establishing-an-LPDC/ResourceLPDCResourceGuide_102416.pdf.aspx</p>		
 Local Professional Development Committee and Resident Educator	6.3d	7) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)
<p>Towpath Trail High School will implement the Ohio's Resident Educator Program. Resident Educators work collaboratively with their mentor to complete the program requirements using self-assessment and goal setting, demonstrate the use of authentic teacher work such as lesson planning, data analysis, and assessment for reflection, as well as successfully complete the Resident Educator Summative Assessment (RESA) to advance to Professional Licensure. Teachers involved in RESA Year 1, Year 2, Year 3, and potentially Year 4 are provided training and assistance from trained mentors. Resident educators meet annual requirements and collaboratively work with their mentor through discussions and feedback about the following topics:</p> <ul style="list-style-type: none"> • Self-assessment • Goal-setting • Instructional planning using authentic teacher work such as lesson plans and assessments • Observations for learning • Analysis of student learning using student work and assessments <p>Teachers participate to the fullest extent in all activities and activities within RESA and participate in CEG Training facilitated by the Director of Curriculum and Instruction. The mentor teacher will regularly work with the resident educators and update all required information. The Resident Educator Forms include a Monitoring Student Learning form. Resident Educators complete the Monitoring Student Learning data inventory below, which includes monitoring 2 students. Once the form is complete, mentors and Resident Educators move into the planning phase of the Teaching-Learning Cycle. The Resident Educators complete a Year 1 Assessment that includes categories of strengths, areas of growth, and the seven standards of Students, Content, Assessments, Learning Environment, Collaboration and Communication, and Professional Responsibility and Growth and areas for growth.</p>		

Requirements Completion Checklist

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

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

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

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

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


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

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

- Ohio Resident Educator Program Orientation Presentation (Sept)
- Self-Assessment (Oct/Nov)
- Professional Growth Plan (Oct/Nov)
- Focused Mentored: Formative and Summative Assessments

The mentor and mentee will sign the form and return it to the Academic Coach and Director of Curriculum at Cambridge Education Group. The deadline for submission is May 15 with a criteria completion date of June 30.

At Towpath Trail High School, the mentor to mentee ratio is 1:4, 1:1 and 1:2. There is one additional trained mentor. The mentors are on site and there are seven Resident Educators and four mentors.

 Professional Development	6.3d	8) Using the Ohio Standards for Professional Development (adopted 2015), describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
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Cambridge Education Group (CEG) outlines a company-wide professional development plan that addresses large scale issues and additional professional development days are planned at the school level based on need. High-quality professional development is organized, coherent and provides ongoing learning opportunities. In adherence with the Ohio Standards for Professional Development, (OSPD), our 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 Professional Development Plan utilizes outside experts in their field, resources such as textbooks and materials from renown professionals and researchers and always has additional component in place for follow up training with the same provider. In addition, coaching and monitoring is implemented by outside providers to ensure fidelity in the learning and application phase of the Professional Development provided. The Standards for Professional Development are for all members of our organization and as well as stakeholders: Individual teachers, school leaders, 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 Development occur based on trend and school data, the Standards help to implement and evaluate the programs set in place.

External stakeholders are invited to join in our learning to help align programs. As it drives the learning for the teachers and our organization, the Standards ensure that contracted service providers are part of the system of interventions and are aligned to what is occurring in the classrooms. The School has 14 scheduled in-service days. The Professional Development aligns with the following seven Standards of Ohio's Standards for Professional Development. 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.

Topics were developed in alignment with OSPD and may include, but will not be limited to:

- Response to Intervention
- Formative Instructional Practices
- Instructional Framework
- Data Analysis
- New State Assessment Deconstruction
- Differentiation
- Positive Behavioral Intervention Supports
- School Safety, Special Education Updates
- Student Learning Objectives
- eTPES review
- Cultural Awareness
- New Graduation Requirements

Building level staff meetings are held on a weekly basis to analyze data and discuss best practices. Teachers involved in RESA Year 1, Year 2, Year 3 and potentially Year 4 will be provided training and assistance from trained mentors. Teachers will participate to the fullest extent in all activities and activities

within RESA and will participate in Cambridge Education Group trainings facilitated by the Director of Curriculum.

Professional Development will occur 3 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 month per teacher by the Principal. 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 spring for the following school year or summer sessions. Teachers with specific needs will be assigned online modules, conferences or additional mentoring.

Schoology may also be utilized, which is an online learning, classroom management, and social networking platform that improves 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 and as a school this learning can be tracked and monitored. Below is a schedule of professional development topics.

August-New Teacher Orientation

September-Performance Measures for Reading and Math

October-Data and Standards within APEX

January-Differentiation Educational Framework and Assessments


February-Data Subject Area Teaching and Learning

Additionally, APEX offers professional development through their Educator Academy that provides training, tips, best practices, and avenues of connecting with Apex Learning and other educators.


Teachers use Standards to develop personal IPDP's. Teachers must state which Standard for professional development correlates to the professional development they attend. All of Cambridge's provided professional development correlates directly to the Standards. Professional Development is embedded as an action step with adult implementation indicators and progress measures to work towards the reading and math SMART goals on the OIP. All CEG schools have all participated in professional development per their OIP. Professional development includes the use of self-evaluation as a part of the OTES system. CEG has issued a standardized Performance Matrix, based on a tool developed by General Electric under CEO Jack Welch, to all staff first for a self-evaluation. The purpose of the evaluation is to target and measure areas of growth and improvement for the coming year. The Performance Matrix is the basis for all hiring, firing, performance management, improvement counseling, and salary/bonus considerations. The model focuses on core values and allows evaluations to be direct, specific and evidence-based. The Performance Matrix encourages reflection, a dialogue with the team, and creates a common language in all CEG buildings and throughout the organization. The model offers self-evaluation and the Principal 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.

All staff complete their expectations in December and May/June of every year. Completion of evaluation must be accompanied by a one-on-one meeting with the Principal. Staff should complete the self-evaluation prior to the one-on-one meeting. Staff is expected to provide evidence to support ratings. Significant gaps between self-evaluation ratings and Principal ratings should be the primary focus of the discussion during the meetings.

The changes to the classroom are monitored through the use of our Classroom Walkthrough Tool. Administrators and coaches use the tool to evaluate teachers on a regular basis (1-2 times per month) and provide them feedback with areas for growth identified. Additionally, it is an opportunity for teachers to regularly reflect on teaching and learning. This data is used to develop teacher specific training, and/or whole school training. The results of OTEs also drives 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 are assigned online modules, conferences or additional mentoring.

 School Calendar	6.3.1	1) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.
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The proposed school calendar is attached and includes professional development and assessment days, vacation days, and number of hours the school will be in session. Parents and students will be notified of the school calendar as it is provided to families upon enrollment. The calendar is also sent home with the student at the beginning of the school year. The calendar is available in the school office and on the school website. A sample school calendar is enclosed as Attach 5_MHS_School Calendar.


 Bell Schedule	6.3.1	2) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provide, such as after-school tutoring, include these on the schedule.
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The bell schedule is attached as Attach 6_Towpath Trail Bell Schedule. The instructional time is 4.5 hours a day.

6.3e Prevention and Intervention Policy

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

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

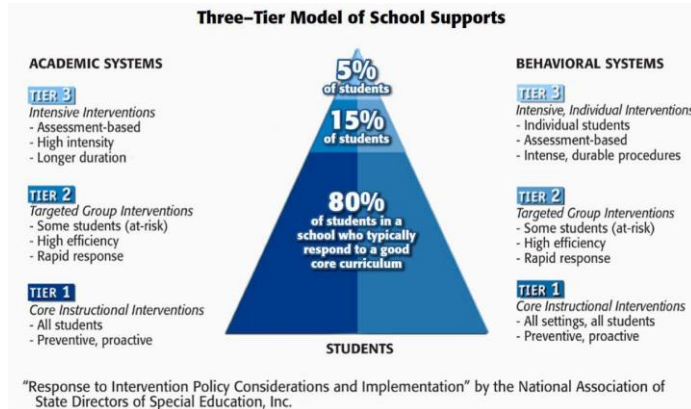
 Prevention and Intervention Plan	6.3.2	<p>1) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing learning, behavior and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
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The school will provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on any achievement test (Ohio Graduation Test, Ohio's Next Generation of Assessments) and/or who do not demonstrate academic performance at their grade level based on results of a diagnostic test. The School collects data on student performance and designs plans of classroom based intervention services to meet the instructional needs of individual students. Below are details of the Response to Intervention policy that will be implemented and the Academic Prevention/Intervention Policy.

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 generally 15% may be grouped. Tier 2 offers core plus supplemental intervention that includes targeted small group studies. Tier 3 is considered an Intensive Level, where typically 5% of all students are placed. Tier 3 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. For the School's current enrollment, the following percentages apply: Tier 1 - 70%, Tier 2 - 22%, Tier 3 - 8%.



Screening

The first level of data for RTI will be collected at the start of the school year. Once results have been collected, the RTI Leadership Team will review the data and identify those students in need of Tier 2 and Tier 3 support. An instructional and intervention plan will be created and tailored to each student's specific needs, which will include a timeline of follow up assessments to ensure student growth. The plan will be 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.

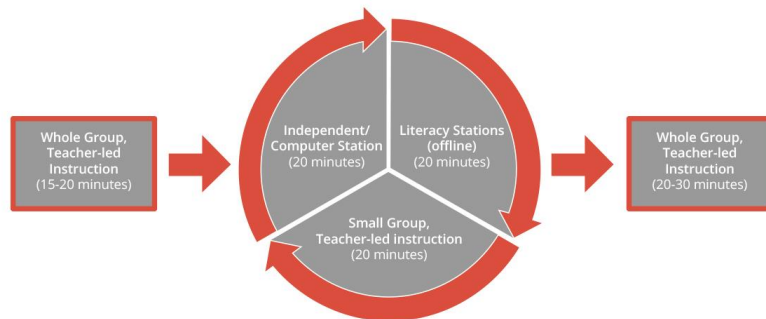
Tiers

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 2 intervention plans that contain research-based strategies. 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.

The Achieve3000 Classroom of Intensive Intervention



Tier 3 will focus on students who require intensive, focused, small group or individual interventions of longer duration than 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 along with the Achieve 3000, an online, fully differentiated literacy learning and reinforcement platform that provides content, practice and reporting consistency for the entire student population. Through the platform, assessment is used first to determine the level of intervention needed and the optimal plan to guarantee success. Achieve3000 RtI models – ranging from 45- and 60-minute rotations for Tier 2 instruction to the Achieve3000 Classroom for Tier 3 intensive intervention – are fully equipped to support

instruction in reading comprehension, writing, vocabulary, fluency, and foundational skills. Achieve 3000 is rated “Strong” by ESSA. Wilson Reading System (WRS) curriculum is also used and especially developed for assist struggling readers.

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.

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 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 offer explicit instruction 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. Below is the School's Academic Prevention/Intervention Policy.

ACADEMIC PREVENTION/INTERVENTION POLICY

In accordance with Section 3313.6012 of the Revised Code, the Board of Directors (the "Board") of Towpath Trail High 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 with all needs (gifted, special education, ELL, or other needs not identified herein) within the School.

ASSESSMENTS

The School shall assess student achievement and needs in all program areas in compliance with State Law, the rules adopted by the State 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.

STATE-REQUIRED TESTS

The School shall administer all State-mandated tests to students at the times designated by the State 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 3301.071 I of the Revised Code as well as end of course exams and NWEA assessments in reading and math. The school has opted to also assess student in science.

"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 3301-13-0 I 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, but not limited, teacher observation, exit tickets, APEX assessments, 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 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.

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 result of a diagnostic assessment. Intervention services will be identified and implemented with the student's test performance determining specifics needs in each test area. Such prevention, intervention or remediation programs may include, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction, modified work, oral assignments, read aloud, material in large print, content provided by a qualified interpreter, etc. This is not meant to be an exhaustive list.

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 or expected growth in any one or more areas within the core subjects.

Students that require 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

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(0)(2).

A list or designation of which tests are required and which tests are not required;

A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;

Score for each test taken;

Whether each student attained the requisite performance standard designated for each required test;

What if any tests must still be taken;

Whether or not intervention must be provided; and

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 (1) 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.

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 (NWEA/MAP reading and math and science) 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 three times per year (fall, winter, spring). After each diagnostic and performance assessments data will be compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs, may include one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction, or other remediation activities deemed necessary to provide growth opportunities for students. 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.

English as a Second Language

PSI-Solutions (PSI) will provide English as a Second Language (ESL) services to the School. PSI is an award winning organization that has provided special education and health needs to Ohio students for more thirty years. The program will implement best practices that help students become English Language Learners (ELLs). PSI will provide the formal and informal English Language Assessments that assess skills (listening, speaking, reading, and writing) of ELLs throughout the school year. PSI provides assessments of the strengths and weaknesses of each student to the School personnel for Individual Education Plan planning. PSI collaborates with the school teachers and the Intervention Specialist to better serve the needs of the student. The School offers highly qualified teachers and other personnel as needed

 Prevention and Intervention Plan	6.3.2	<p>2) Describe the school’s intervention plan for all students not found proficient or “Not on Track” for all of the following assessments that are applicable for your school’s student population:</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 (OELPA); e) or the current assessment system required by ODE.
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Ohio’s State Tests

For students who are found to be not on track according to State of Ohio assessments, interventions are provided based upon the needs of the student. Reading specialist may provide small groups with up to 3 students and individualized instruction for a minimum of 30 minutes per day, 3 to 5 days a week

for a minimum of 9 weeks. Specialized curriculum will be utilized, when necessary, including Achieve 3000, an online, fully differentiated literacy learning and reinforcement platform that provides content, practice and reporting consistency for the entire student population. Wilson Reading System (WRS) and Just Words by WRS may also be used for struggling readers. WRS uses a “multisensory” approach to reading and incorporates visual, auditory, kinesthetic and tactile senses to help students make connections between sounds and words. WRS is geared specifically for students with word-level deficits who are not making sufficient progress through their current intervention. The curriculum is also suitable for students who 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.

Ohio English Language Proficiency Assessments (OELPA)

PSI-Solutions (PSI) will provide English as a Second Language (ESL) services to the school. PSI is an award winning organization that has provided special education and health needs to Ohio students for more than thirty years. The program will implement best practices that help students become English Language Learners (ELLs). PSI will provide the formal and informal English Language Assessments that assess skills (listening, speaking, reading, and writing) of ELLs throughout the school year. PSI provides assessments of the strengths and weaknesses of each student to the school personnel for Individual Education Plan planning. PSI collaborates with the school teachers and the Intervention Specialist to better serve the needs of the student. For students found to be not on track, PSI has access to published ESL curriculum to help ELLs reach their full potential, such as Ballard & Tighe’s Carousel of IDEAS (Elementary School) and Champion of Ideas (Middle School and High School). However, PSI believes an integrated, contextualized ESL curriculum based on ESL Best Practices is the best approach to take to meet the needs of ELL with diverse linguistic, academic and cultural needs. PSI offers adaptable classroom models and schedules where small group settings are utilized in conjunction with a pull-out method and inclusion model.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its Ohio Improvement Process plan.


Schools newly chartered with Charter School Specialists will establish an OIP plan by September 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.

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	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.</p>
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The School utilizes NWEA/MAP Assessment for reading, math and science as a drop out recovery school. NWEA/MAP is nationally normed and aligned with state standards to measure student performance. This test is administered a minimum of twice per school year and testing windows are identified on the enclosed school calendar.

NWEA/MAP is used to establish baseline data, identify students' strengths and needs and compare student's academic progress. The data is utilized as growth measure tool to determine a student's academic progress. NWEA/MAP will enable educators make data-driven decisions.

NWEA Assessment data will be reviewed by teachers after each testing session (Fall, October; Winter, February; Spring, April). The results of these tests inform OTES (student growth measures) and are used to assist and with developing individual student learning objectives by course. Based upon the student growth measures and value-added measures, lessons are individualized according to where the student is performing. Teachers select and assign specific components of the curriculum to individual students. After each performance assessments, data will be compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs may include one-on-one tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction, or other remediation activities deemed necessary to provide growth opportunities for students. For any subjects not addressed through the online curriculum, NWEA will be a valuable tool for examining growth patterns for students. The model curriculum (Apex Learning) utilized includes all core, non-core (Physical Education), and electives.

 Ohio's State Assessments	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 required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
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The school will be administering all of Ohio State Test including grade level state assessments, Ohio Graduate Test (OGT), Industry Credentialing, ACT, and end-of-course (EOC) test. The Principal will assess the timing of overall testing windows determined by the Ohio Department of Education, and choose a

local testing window within those confines that best fits the school calendar to achieve maximum testing potential. Staff received proper training of how to administer tests and test security. All testing dates are on the school calendar. The school will use Value-Added and locally determined measures in order to calculate Student Growth Measures. Towpath Trail High School will also administer the OELPA (Ohio English Language Proficiency Assessment) that supports English Language Learners.

State Career-Technical Education Tests - All students, including students with disabilities, enrolled in a career-technical education pathway program will participate in the required CTE assessment aligned to the pathway. All required tests and the Education and Training portfolio are reportable in EMIS and can be used in the calculation of the state technical skill attainment indicator of performance. If the student receives an industry recognized credential, the student is no longer required to take the end-of-course exam.

Sharing Data

State assessment data along with operational, financial, and academic information is shared with all stakeholders including the sponsor including test scores, enrollment figures, attendance rates and financial documents to support its oversight of the school. Therefore, the school will assure that the sponsor will have access to the school's test portals.

Teachers will meet and discuss the data in data teams, and use the information to inform their teacher and to make suggestions for shifts and additions to the curriculum as necessary. Data will also be shared with the Board at Board meetings. At each monthly Board meeting, data is discussed and the Principal presents to the Board a review of the OIP process and data results. The decisions made based upon the data and Board input will inform changes made to classroom practices including a written school improvement plan. Additional information is disseminated to parents and the broader community through written communication, the school website, and Board meetings. The performance data is also utilized to help the Board hold the school accountability to the performance goals. The administrative team will review data every quarter to look for trends, gaps, and progress. The information will be used to drive professional development for the staff and necessary shifts in the curriculum. Leadership will meet with the staff to share the findings of the administrative team and explain any changes need to be made based upon the data findings and how the changes are in alignment with the school vision and the ultimate goals of student academic achievement and post-secondary readiness.


Academic progress will be shared with students and their parents by providing them with timely feedback in the classroom on assignments and assessments, mailing quarterly grade reports to parents and students, parent/teacher conferences and telephone communications to the students' homes. Individual conferences with students are held upon every course completion to identify next steps in course assignments. Parents are added as a Coach in Apex Learning curriculum, which allows them to receive weekly emails and reports on student progress. 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 and data. 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.

The Goals and Performance indicators include timeframes based on assessments outlined above. The progress of the goals is monitored with annual and

semi-annual benchmarks, authorizing parents, teachers, board members and school leaders to easily and readily access progress. Additionally, Apex Learning includes assessments embedded in the curriculum that necessitate students meet the course benchmarks before moving along to other courses.


The benchmarks for state assessment tests and other goals are shared at Board meetings on the school website, and celebrated in staff meetings. There exists a range of methods of monitoring and evaluating achievement; however, the state test scores, attendance/retention, and graduation are the main criteria to determine if the mission of the school is being met. The school will utilize proven curriculum through Apex Learning for high school diploma program and CTE courses. As the school monitors progress through the benchmarks and goals outlined in the SMART measures and CCIP, we will continue to adjust systems and plans to assure that students attain success and the school is fully operational during the term of the sponsor agreement

 Local Assessments	6.5	3) Identify any local assessments that will be used. Discuss rationale for test selection, purpose, and the timelines for implementation.
<p>For subjects where traditional assessments are not an option, 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. 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. 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 School, class, and student goals.</p> <p>Towpath Trail High School also uses summative data assessments to produce valuable information that is used to make curriculum decisions, direct future instruction, and improve instructional practices. Summative assessment data that is collected at the end of a chapter, unit, or course is obtained through tests, projects, term papers, and student portfolios. The data collected from these types of summative assessments is used to guide our efforts in developing alternative assessments, differentiating instruction, and providing additional academic support in the areas in which students show weakness.</p> <p>Apex Assessments Apex Learning's Comprehensive Courses and Tutorials provide teacher-scored and computer-scored formative and summative assessments integrated throughout each lesson to reveal student understanding through the learning process. The embedded assessments are specifically designed to test students at various levels of Bloom's Taxonomy and Webb's Depth of Knowledge (DOK). In order to provide teachers and administrators with actionable data to use to support student learning, student knowledge is assessed regularly in Apex Learning Comprehensive courses and Tutorials with items similar</p>		

to Ohio Learning Standards and via the following categories of assessments:

- Pretests, available for Tutorials and for Courses with prescriptive features, assess student mastery of content and create individualized learning plans that direct each student to the relevant material yet to be mastered. In Courses, the threshold for achieving mastery can be specified by the teacher.
- Unscored **formative assessments** provide students with immediate feedback, allowing them to check their own understanding before continuing. In Courses, these are interactive self-checks integrated into the instructional content. There are several interactive self-checks in each study activity. In Tutorials, Try It activities are inviting, no-stakes assessment for practice and application that provide immediate feedback to reinforce learning.
- Unit level **diagnostic assessments** allow students to assess their understanding of the contents of a unit before either attempting the unit or taking the unit test. These tests can be utilized diagnostically at the beginning of the unit to help determine grade level of student.
- Scored formative assessments provide students with feedback regarding their understanding of the material as they progress through a course. In Courses, computer-scored quizzes provide students with immediate feedback. Teacher-scored formative assessments include practice problem sets, journals, and discussions. In Tutorials, Test It activities are low-stakes opportunity to test student understanding.
- Scored **summative assessments** in Courses are taken at the end of each unit and semester requires students to demonstrate their mastery of the material. In addition to computer-scored assessments, Apex Learning Courses include subjective, open-ended, teacher-scored assessments to fully address standards and evaluate the higher order and critical thinking skills associated with the higher levels of Bloom’s Taxonomy and Webb’s DOK. In Tutorials, the posttest for each unit assesses student knowledge and serves as a gauge for teachers to evaluate student progress against the standards.

All Apex Learning assessments are intentionally designed to meet the requirements of the Ohio Learning Standards. Test items represent the variety of item types expected on state standardized assessments. In addition to computer-scored tests, students demonstrate academic proficiency in performance tasks through teacher-scored assessments. The assessments offer remediation as needed and provide summative assessments that include both objective and extended response items. The assessments present information in multiple formats (text, audio, images, video, interactive media, manipulative tools, graphs, charts, diagrams) to address individual learning styles.

 Formative Assessments	<p>4) Describe the process for developing formative assessments, sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.</p>
<p>Towpath Trail High School uses a variety of formative assessments during instruction to adjust instructional practices and maximize individual students’ learning. Once formative assessments are conducted and analyzed, educators use the data collected to determine students’ skill level, their concept mastery, and their progress toward curriculum goals. Teachers can then adapt their teaching methods to deliver meaningful instruction that will meet the students’ needs.</p> <p>Types of formative assessments used include observations during in-class activities, reflections in journals that are reviewed periodically during the</p>	

semester, question and answer sessions, both formal and informal, conferences between the instructor and student at various points in the semester, in-class activities where students informally present their results, and student feedback collected by periodically answering specific question about the instruction and their self-evaluation of performance and progress. Each content teacher documents the results of these formative assessments in the shared drive, allowing the rest of the staff to familiarize themselves with formative student data across the curriculum. This sharing of information benefits both the teachers and the student by creating a sense of community and shared responsibility for student learning.


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.

Through teacher-based teams (TBTs), data is shared across grade levels. As a part of the Ohio 5-Step Process, formative assessment is analyzed by TBTs, which meet every 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, 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.

The process for developing formative assessments is a part of the professional development plan offered to teachers. For example, a workshop on creating formative assessment for use in increasing student achievement is offered through the Ohio Department of Education. The workshop, "Building Your Formative Assessment Practice Workshop" is a practical introduction to formative assessment practice. Per the workshop, teachers will develop an understanding of the role of formative assessment within a balanced assessment system and learn to put four foundational formative assessment practices to use in the classroom:

- Clarifying and sharing high-quality learning targets
- Eliciting evidence of learning on an ongoing basis
- Providing effective, learning-focused feedback
- Activating students as owners of their learning and resources for one another

Participating in ODE workshops is just one avenue that teachers can utilize in learning to develop formative assessments. The professional development available through Cambridge Education Group and the Resident Educator program along with Apex Learning professional development that covers assessments are other avenues.

 **Non-Academic Measures**

6.5

5) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices 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, climate, support structure, and the 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.



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.

Apex Student Survey

The curriculum chair and academic coaches has developed a learning survey to collect data from the students being served by Apex Learning in order to inform instruction. The results will assist teachers develop strategies for specific learning targets connected to and relevant as preparation for the end-of-course lessons and for improving the Apex coursework. Strategies will be developed and guided by identified areas that need the most growth based upon end-of-course strand analysis data from the previous school year. Results will be evaluated in comparison to the length of time a student had between receiving instruction in the course and taking the end-of-course assessment. The school will also evaluate the results in comparison to students who participate in tutorials in preparation for end-of-course work compared to those students who are not enrolled in tutorials. Data will also be analyzed across all schools to seek differences at a specific school in order to develop an enhanced learning experience that best serves all students.

8.1 Organization and Staffing

Personnel and understanding of roles and are responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

 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).
See Attach 7_ Towpath Trail High School Org Chart		
 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. Please only include job titles.

Roles and Responsibilities

Principal

Job Purpose: 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.

Responsibilities

- 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:
 - 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

Academic Coach

Reports to: Principal

Job purpose. The Academic Coach facilitates on-site professional development sessions, provides model lessons for teachers, assists teachers in securing resources for carrying out school improvement plans, monitors teaching practices, and facilitates continuous assessment of student progress utilizing data from local (NWEA), State Assessments, and/or common assessments.

Responsibilities

The Academic Coach assists teachers in designing and implementing lesson plans and assessments that reflect the use of best practices and are compatible with the State Standards for the purpose of providing instruction that will increase academic achievement. He/she will assist all staff with analyzing assessment data and implement improvement plans for appropriate subject areas and student sub-groups. He/she must also understand, abide by, and implement the policies, directives and guidelines set forth by the management company.

- Provides assistance to teachers in analyzing test data and student work for the purpose of planning instruction that targets identified needs
- Provides model lessons for teachers in academic areas for the purpose of identifying effective instructional practices
- Identify at-risk, on-track, and off-track students and develops learning geared to these students

- Monitors the delivery of instruction to students in all subgroups within the school for the purpose of helping the school make adequate yearly progress
- Guide and assist grade levels in the development of teaching units and common assessments for the purpose of gathering data that will be used to target specific content areas
- Assist teachers in developing classroom management strategies that foster a climate conducive to academic achievement for students in all subgroups for the purpose of raising achievement and addressing the academic needs of all students
- Assist teachers in using flexible grouping for the purpose of addressing academic deficiencies appropriately and providing opportunities to accelerate academic performance
- Prepare and maintain accurate records and reports
- Keep current on information related to School Improvement using the ODE website, sponsored sites, and other professional journals for the purpose of providing instruction that is supported by research-based practices
- Ensure security, integrity and confidentiality of data, family and student issues
- Assist teachers in securing appropriate resources for the purpose of implementing the School Improvement Plan
- Works with the school's leadership team for the purpose of developing and implementing a staff development plan that identifies professional development needs
- Works closely with the School Director in planning, implementing, and assessing reform efforts at the school for the purpose of creating a learning environment that supports academic achievement for all students
- Leads the school in providing extended time on tasks for students who do not meet expected goals or who are at-risk for the purpose of increasing academic performance, and meeting or exceeding the standards
- Assist the school's leadership team in monitoring the implementation of actions and strategies included in the School Improvement Plan for the purpose of assisting the school in meeting the identified goals
- 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
- Performs other related duties as assigned

Qualifications

- Master's Degree in Curriculum with a strong focus on reading and mathematics
- Minimum 5 years teaching experience
- Teaching experience in the grade levels being served
- Experience in providing professional development trainings in areas of school

- improvement
- Ability to apply assessment instruments and analyze data
- Ability to work under limited supervision using standardized practices and/or methods;
- directing other persons within a small work unit.
- Ability to take initiative and be flexible
- 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 including Excel or comparable database program

Intervention Specialist

Reports to: Principal

Job purpose: The Intervention Specialist position is responsible for coaching, motivating, and instructing students with disabilities and those requiring Special Education within the school's model with attention given to each student's Individual Education Plan (IEP). The Intervention Specialist will collaborate with general education teachers and support staff to ensure that each student's needs outlined in their IEP and individual graduation plan (IGP) 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 Intervention Specialist acting in a support role. The Intervention Specialist 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 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/licensure in appropriate teaching area
- Highly Qualified Teacher (HQT) status in teaching assignment
- Exceptional interpersonal, communication and presentation skills
- Effective organizational skills with the ability to perform multiple tasks
- Proven effective classroom instructional and management skills
- Experience with personalized student advising and motivation skills
- Has demonstrated ability to work effectively with all stakeholders
- 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

Title I Teacher

Reports to: Principal

Job purpose: The Title 1 teacher promotes and develops successful reading and/or math instruction for students and performs related duties in accordance with District policies and terms of the teacher contract. The teacher also maintains a cooperative attitude with staff, parents, and students. The Title 1 teacher is responsible for group and individual instruction of reading for students who meet state and federal guidelines. The Title 1 teacher supervises and develops lessons for paraprofessionals, and measures student progress. The Title 1 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/licensure in appropriate teaching area
- Highly Qualified Teacher (HQT) status in teaching assignment
- Exceptional interpersonal, communication and presentation skills
- Effective organizational skills with the ability to perform multiple tasks
- Proven effective classroom instructional and management skills
- Experience with personalized student advising and motivation skills
- Has demonstrated ability to work effectively with all stakeholders
- 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

Substitute Teacher (Contract-Educational Reflections)

Reports to: Principal

Job purpose: Follow regular teacher's lesson plans in a way that ensures consistency and optimal learning, and that encourages students to participate.

Responsibilities

- Assign classwork and homework as necessary, according to lesson plans
- Modify teaching styles to fit the learning styles of various students
- Maintain a well-managed classroom and positive learning environment
- Supervise students out of class such as in the hallways and in the cafeteria
- Create lesson plans, grade classwork, homework and tests and attend parent-teacher conferences (only for long-term sub assignments)

Qualifications

- Bachelor's degree preferred
- Strong command of English language

- Exceptional interpersonal, communication and presentation skills
- Effective organizational skills with the ability to perform multiple tasks
- Proven effective classroom instructional and management skills
- Experience with personalized student advising and motivation skills
- Has demonstrated ability to work effectively with all stakeholders
- 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

Physical Education Teacher

Reports to: Assistant Principal

Job Purpose: Position is responsible for creating a classroom environment that fosters, promotes and develops an understanding of the relationship of healthy body function and exercise; that motivates each student to cultivate physical fitness, and appropriate social and emotional adjustment; that discovers and develop talents of students in physical achievement; and that develops strength, skill, agility, poise, and coordination in individual, dual and team physical activities and sports, in accordance with each student's ability.

Responsibilities

- Teaches knowledge and skills in physical fitness, health education, and individual, dual or team sports, utilizing curriculum designated by the school and other appropriate learning activities
- Instructs students in citizenship and basic subject matter specified in state law and administrative regulations and procedures of the schools
- Works cooperatively with other physical education teachers in planning and implementing a balanced physical education program
- Analyzes, demonstrates, and explains basic skills, knowledge and strategies of formal sports, games, rhythms, and fundamentals of body movement
- Develops lesson plans and supplementary materials compatible with the division's basic instructional philosophy and congruent with course and SOL standards; provides individualized and small group instruction in order to adapt the curriculum to the needs of each student and subgroups of students
- Establishes and maintains standards of student behavior to provide an orderly, productive environment in the physical education areas
- Provides appropriate safety instruction and makes safety checks on equipment and field areas to ensure the overall safety of students
- Evaluates academic and social growth of students, prepares report cards, and keeps appropriate records to include attendance reports, checklists, census forms, and other recordkeeping activities as necessary
- Maintains control of storage and use of school property

- Evaluates each student's growth in physical skills, knowledge and contribution in team sports
- Communicates with parents and school counselors on student progress
- Supervises students in out of classroom activities during the assigned working day
- Administers testing in accordance with division testing practices
- Models nondiscriminatory practices in all activities

Qualifications

- Must possess a Bachelor's or Master's degree in education or a related field and meet the Ohio Department of Education licensure eligibility requirements to teach physical education
- Must be eligible for, or in possession of an appropriate Ohio teaching license
- Must possess ability to communicate effectively verbally and in writing
- Must possess the ability to establish and maintain effective working relationships with students, staff, parents, and the public

Custodian

Reports to: Principal

Job purpose. Assumes responsibility for overall cleanliness of the school.

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.

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

Contracted Services

The following contracted positions will be available to assist the students at Towpath Trail High School in need of the services. 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

- 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 Director

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. CLIENT agrees not to unduly influence or coerce Fiscal Agent into approving the expenditure of funds.
- Preparation of annual tax returns (990 and 1099)
- Preparation of Comprehensive Annual Financial Report
- Preparation of 5-year Forecast and Annual Budget

Qualifications

- A bachelor's degree with an emphasis on financial management or accounting is required. A CPA and/or MBA or other relevant advanced degree is strong preferred
- Ten to fifteen years of broad financial experience preferably in non-profit and education organization settings
- Non-profit board and charter school experience is strongly preferred
- Comprehensive understanding of GAAP standards and development of financial models for growth and expansion
- Experience in finance accounting and capital structure
- Experience in identifying economic and demographic trends as well as regulatory issues

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/Language Pathologist

Job Purpose: 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

Job Purpose: 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


Job Purpose. 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 manuals 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 year's of 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 the goals identified in Ohio's 2015 Plan for Equity at ODE's website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx .
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Recruitment

The School is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that conform to the School 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 employees must possess a clean FBI, BCII background checks completed before taking the job.

Retention

To retain high quality personnel, the school is committed to utilizing professional development programs that are appropriate for 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 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 paid time off (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.

Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators

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 low income and minority students have equitable access to excellent educators, by implementing measures that align with Ohio's identified four main strategies:

1. Strengthen educator preparation;
2. Target hiring and deployment barriers;
3. Improve teaching and learning conditions; and
4. Provide data to encourage strategic staffing and educator development.

To prevent "ineffective teachers," 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. As stated above, opportunities to earn paid time off will be available. The School will provide early hiring timelines to help assure effective and qualified teachers are hired.

2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment

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. Ratios can be no more than 29 students to 1 teacher (29:1).**

29 students per 1 teacher per session 29:1

Staffing Plan for Projected Enrollment **8.1** **5) Describe staffing plan based on projected enrollment for the term of the school's charter. Differentiate between certified teaching, para-teaching, and non-licensed staff.**

Current professional development and staffing budgets have the necessary resources allocated to ensure school leadership can hire and train a high quality staff. The staffing model is listed below.

Towpath Trail High School Staffing Model

	2018-2019		2019-2020		2020-2021		2021-2022		2022-2023	
	Session I									
English	187.5	2	200	2	212.5	2	225	2	237.5	2
Math		2		2		2		2		
Science		2		2		2		2		
SS		2		2		2		2		
Special Ed		4		5		5		5		
Title		2 (1 Read/1 Math)		4 (2 Read/2Math)		4 (2 Read/2Math)		5 (2 Read/3Math)		6 (3 Read/3Math)
	Session II									
English	187.5	2	200	2	212.5	2	225	2	237.5	2
Math		2		2		2		2		
Science		2		2		2		2		
SS		2		2		2		2		
Special Ed		4		5		5		5		
Title		2 (1 Read/1 Math)		4 (2 Read/2Math)		4 (2 Read/2Math)		5 (2 Read/3Math)		6 (3 Read/3Math)
Total Enrollment		375		400		425		450		475



	Middle School / Bridge to High School	9TH	10TH	11TH	12TH
MATH					
AP ⁶					AP Calculus AP Statistics
Honors	Algebra I Introductory Algebra	Geometry Algebra I	Algebra II Geometry	Precalculus Algebra II Geometry	Precalculus Algebra II
Core		Algebra I-A (Florida / California) Integrated Math I / Georgia Mathematics I	Algebra I-B (Florida / California) Integrated Math II / Georgia Mathematics II		Precalculus Sem 1 (Trigonometry) & Probability and Statistics ⁴
Literacy Advantage		Algebra I ³	Geometry ³	Algebra II ³	
Foundations	Math Foundations II Math Foundations I			Mathematics of Personal Finance	Probability and Statistics ¹
Electives (Core)		Liberal Arts Math Financial Literacy ¹	Liberal Arts Math Financial Literacy ¹	Liberal Arts Math Financial Literacy ¹	Liberal Arts Math Financial Literacy ¹
SCIENCE⁴					
AP				AP Psychology ¹	AP Physics S AP Chemistry / AP Chemistry (DL)
Honors	Earth Science	Physical Science	Biology	Chemistry	Physics
Core	Earth Science	Physical Science	Biology	Chemistry	Physics
Literacy Advantage		Physical Science ³	Biology ³	Chemistry ³	
Foundations	Science Foundations				
Electives (Core)		Psychology ¹	Psychology ¹	Psychology ¹	Psychology ¹
ENGLISH					
AP				AP English Language and Composition	AP English Literature and Composition
Honors		English I: Introduction to Literature and Composition	English II: Critical Reading and Effective Writing	English III: American Literature	English IV: British and World Literature
Core		English I: Introduction to Literature and Composition ³	English II: Critical Reading and Effective Writing ³	English III: American Literature ¹	English IV: British and World Literature ³
Literacy Advantage		English I: Introduction to Literature and Composition	English II: Critical Reading and Effective Writing	English III: American Literature	
Foundations	English Foundations II English Foundations I				
Electives (Core)		Reading Skills and Strategies ¹ Writing Skills and Strategies	Reading Skills and Strategies ¹ Writing Skills and Strategies	Reading Skills and Strategies ¹ Writing Skills and Strategies ¹ Creative Writing ¹ Media Literacy ¹	Reading Skills and Strategies ¹ Writing Skills and Strategies ¹ Creative Writing ¹ Media Literacy ¹
SOCIAL STUDIES					
AP				AP U.S. History	AP Macroeconomics ¹ AP Microeconomics ¹ AP U.S. Government and Politics
Honors	U.S. History to the Civil War ² World History to the Renaissance	U.S. Government and Politics ¹ Geography and World Cultures ¹	World History World History since the Renaissance	U.S. History since the Civil War U.S. History	U.S. Government and Politics ¹ U.S. and Global Economics ¹
Core	U.S. History to the Civil War ^{1,3} World History to the Renaissance	U.S. Government and Politics ¹ Geography and World Cultures ¹	World History ² World History since the Renaissance	U.S. History since the Civil War ³ U.S. History ³	U.S. Government and Politics ^{1,3} U.S. and Global Economics ^{1,3}
Literacy Advantage	U.S. History to the Civil War ¹	U.S. Government and Politics ²		U.S. History to the Civil War U.S. History since the Civil War U.S. History U.S. History to the Civil War	U.S. Government and Politics ¹
Electives (Core)		Sociology ¹ Multicultural Studies ¹	Sociology ¹ Multicultural Studies ¹	Sociology ¹ Multicultural Studies ¹	Sociology ¹ Multicultural Studies ¹
WORLD LANGUAGES⁴					
AP					AP Spanish Language
Honors		Spanish I French I	Spanish II French II		
Core		Spanish I French I	Spanish II French II	Spanish III	
LIFE SKILLS					
Electives (Core)		College and Career Prep 1 ⁵		College and Career Prep 2 ⁵	
FINE ARTS					
Electives (Core)		Art Appreciation ¹ Music Appreciation	Art Appreciation ¹ Music Appreciation	Art Appreciation ¹ Music Appreciation	Art Appreciation ¹ Music Appreciation
PE / HEALTH					
Electives (Core)		Physical Education ¹ Skills for Health	Physical Education ¹ Skills for Health	Physical Education ¹ Skills for Health	Physical Education ¹ Skills for Health
	Middle School / Bridge to High School	9TH	10TH	11TH	12TH

¹ One semester course. All other Apex Learning courses are two semesters.
² Must be taken at specified grade level
³ Available in the Prescriptive pathway in December 2012 with enhanced feature set for credit recovery
⁴ Science and World Language sequences could begin in different grades
⁵ Precalculus Semester 1 (Trigonometry) could be combined with Probability and Statistics for a two semester course
⁶ AP and Advanced Placement are registered trademarks of the College Board

Name: _____

Math									
Science									
S. Studies									
English									
PE	Health	FA/BUS/FLR/TEC	FA/BUS/FLR/TEC						
ELE	ELE	ELE	ELE	ELE	ELE	ELE	ELE	ELE	ELE
EOC Exams	ACT	License							

**students must receive instruction in financial literacy and economics*

Attach_2_Physical_Science Syllabi

Physical Science S1

Activity	Additional Resources/ Alternative Assignments	SPED Modifications	EOC Connection	Standards Correlation	Needs Review @ Collaborative Mtg. [1]	Completion Goals
Unit 1 Additional Resources						
1.1.2 - Discuss: Searching for Truth						10 days= 5/day 15 days=4/day
1.1.3 - Quiz: Science as Inquiry						
1.2.2 - Journal: Reflections on the Method				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
1.2.4 - Quiz: The Scientific Method						
1.3.2 - Practice: Introduction to Physical Science				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
1.3.3 - Test (CST): Let's Get Physical!						
1.3.4 - Test (TST): Let's Get Physical!						
Unit 2 Additional Resources						
2.1.2 - Discuss: Defining Distance and Displacement						
2.1.3 - Quiz: Introduction to Kinematics						
2.2.2 - Lab: Falling Bodies				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
2.2.3 - Quiz: Gravity and Free Fall						
2.3.2 - Discuss: Athletic Projectiles						
2.3.3 - Quiz: Motion in Two Dimensions						
2.4.2 - Practice: Motion				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
2.4.3 - Test (CST): Get Your Motor Running						
2.4.4 - Test (TST): Get Your Motor Running						
Unit 3 Additional Resources						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		

3.1.2 - Lab: Newton's Laws				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
3.1.3 - Quiz: Newton's Laws of Motion						
3.2.2 - Lab: That Rubs Me the Wrong Way				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
3.2.3 - Quiz: Friction				PS.SI.2. Design and conduct scientific investigations;		
3.3.2 - Discuss: My World Is Spinning				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
3.3.3 - Quiz: Centripetal Force						
3.4.2 - Journal: What Floats Your Boat?				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
3.4.3 - Quiz: Buoyancy						
3.5.2 - Practice: Forces				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
3.5.3 - Test (CST): May the Net Force Be with You						
3.5.4 - Test (TST): May the Net Force Be with You						
Unit 4 Additional Resources						
4.1.2 - Lab: Losing My Marbles				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
4.1.3 - Quiz: Momentum				PS.SI.2. Design and conduct scientific investigations;		
4.2.2 - Discuss: Working Out				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
4.2.3 - Quiz: Work Simple Machines and Power						
4.3.2 - Discuss: Conserving Energy				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
4.3.3 - Quiz: Energy						
4.4.2 - Practice: Energy				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
4.4.3 - Test (CST): Crash into Me						
4.4.4 - Test (TST): Crash into Me						
Unit 5 Additional Resources						
* Aarons Lab?				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		

5.1.2 - Lab: Smile and Wave				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
5.1.3 - Quiz: Waves						
5.2.2 - Quiz: Sound Waves						
5.3.2 - Quiz: Electromagnetic Waves						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
5.4.2 - Lab: Bend It Like Beckham				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
5.4.3 - Quiz: Optics						
				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
5.5.2 - Practice: Waves						
5.5.3 - Test (CST): I'm Pickin' Up Good Vibrations						
5.5.4 - Test (TST): I'm Pickin' Up Good Vibrations						
Unit 6 Additional Resources						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
6.1.2 - Lab: A Shocking Tale				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
6.1.3 - Quiz: Static Electricity						
6.2.2 - Discuss: Current Events						
6.2.3 - Quiz: Current and Circuits						
6.3.2 - Journal: Surprise Science						
6.3.3 - Quiz: Magnetism						
				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
6.4.2 - Practice: Electricity and Magnetism						
6.4.3 - Test (CST): It's Electric!						
6.4.4 - Test (TST): It's Electric!						
Unit 7 Additional Resources						
7.1.2 - Exam: Physical Science Semester 1						
7.1.3 - Final Exam: Physical Science Semester 1						

[1] If you feel there is a need to modify one of these assignments, please put your initials in the cell next to the activity.

Physical Science S2

Activity	Additional Resources/ Alternative Assignments	SPED Modifications	EOC Connection	Standards Correlation	Needs Review @ Collaborative Mtg. [1]	Completion Goals
Unit 1 Additional Resources						
1.1.3 - Lab: Braving the Elements				PS.SI.1. Identify questions and concepts that guide scientific investigations;		10 days= 5/day 15 days=4/day
1.1.4 - Quiz: Structure and Components of the Atom						
1.2.2 - Discuss: Periodic Updates						
1.2.3 - Quiz: The Periodic Table						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
1.3.2 - Lab: Elements from Outer Space				PS.SI.2. Design and conduct scientific investigations;		
1.3.3 - Quiz: Trends and Patterns						
				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
1.4.2 - Practice: Atomic Knowledge						
1.4.3 - Test (CST): It's Elementary						
1.4.4 - Test (TST): It's Elementary						
Unit 2 Additional Resources						
2.1.2 - Discuss: Bond and Determined				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
2.1.3 - Quiz: Bonding						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
2.2.2 - Lab: Edible Molecules						
2.2.3 - Quiz: Shapes of Molecules						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		

2.3.2 - Lab: How Do You Color Your Eggs?				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
2.3.3 - Quiz: Compounds						
2.4.2 - Practice: Bonding						
2.4.3 - Test (CST): Bond. Molecular Bond.						
2.4.4 - Test (TST): Bond. Molecular Bond.						
Unit 3 Additional Resources						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
3.1.2 - Lab: I'm Having a Reaction				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
3.1.3 - Quiz: Chemical Equations and Conservation Laws						
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
3.2.2 - Discuss: Discussing Chemical Reactions						
3.2.3 - Quiz: Reaction Types						
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
3.3.2 - Journal: Basic Hygiene						
3.3.3 - Quiz: Acids and Bases						
				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
3.4.2 - Practice: Chemical Reactions						
3.4.3 - Test (CST): Chemical Reactions						
3.4.4 - Test (TST): Chemical Reactions						
Unit 4 Additional Resources						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
4.1.2 - Lab: Can You Feel the Heat?						
4.1.3 - Quiz: Heat						
4.2.2 - Discuss: Moonwalking						
4.2.3 - Quiz: The Gas Laws						

				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
4.3.2 - Lab: Homemade Ice Cream				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
4.3.3 - Quiz: Thermodynamics						
				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
4.4.2 - Practice: Gases and Thermodynamics				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
4.4.3 - Test (CST): Jumpin' Jack Flash — It's a Gas						
4.4.4 - Test (TST): Jumpin' Jack Flash — It's a Gas						
Unit 5 Additional Resources						
				PS.SI.1. Identify questions and concepts that guide scientific investigations;		
				PS.SI.2. Design and conduct scientific investigations;		
5.1.2 - Lab: Nuclear Decay Chain				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
5.1.3 - Quiz: Radioactivity						
5.2.2 - Discuss: Conserving Your World				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
5.2.3 - Quiz: Nuclear Reactions						
5.3.2 - Journal: Not in My House?				PS.SI.3. Use technology and mathematics to improve investigations and communications;		
5.3.3 - Quiz: Nuclear Energy						
5.4.2 - Practice: A Pound of This and a Pound of That				PS.SI.4 Formulate and revise explanations and models using logic and evidence (critical thinking);		
5.4.3 - Test (CST): Nuclear Energy Is Da Bomb						
5.4.4 - Test (TST): Nuclear Energy Is Da Bomb						
Unit 6 Additional Resources						
6.1.2 - Exam: Physical Science Semester 2						
6.1.3 - Final Exam: Physical Science Semester 2						

[1] If you feel there is a need to modify one of these assignments, please put your initials in the cell next to the activity.

Thinking Tool for Diverse Learner Lesson Design - Template for General Education Classrooms

Based on UDL Principles and Reflecting Diverse Learner Groups (English Language Learners, Gifted, Students with Disabilities)

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

Lesson Element	Lesson Goals/Objectives	Challenges for Learning	Differentiated Instruction including use of Formative Assessment and UDL* Framework	Student Learning Targets
<i>Pre-Assessment</i>	ALL:		SWD: Determine accommodations and/or modifications for IEPs. ELL: Determine interventions needed. G/T: Determine enhancements or extensions needed.	ALL: Assess student proficiency

*** UDL Principles:**

- Multiple means of representation to give diverse learners options for acquiring information and knowledge.
- Multiple means of action and expression to provide learners options for demonstrating what they know.
- Multiple means of engagement to tap into learners' interests, offer appropriate challenges, and increase motivation.

Thinking Tool for Diverse Learner Lesson Design - Template for General Education Classrooms

Based on UDL Principles and Reflecting Diverse Learner Groups (English Language Learners, Gifted, Students with Disabilities)

Lesson Element	Lesson Goals/Objectives	Challenges for Student Learning	Differentiated Instruction including use of Formative Assessment and UDL* Framework	Student Outcomes
<i>Lesson Opening</i>		SWD: ELL: G/T:	ALL: SWD: ELL: G/T:	ALL:

*** UDL Principles:**

Multiple means of representation to give diverse learners options for acquiring information and knowledge.

Multiple means of action and expression to provide learners options for demonstrating what they know.

Multiple means of engagement to tap into learners' interests, offer appropriate challenges, and increase motivation.

Thinking Tool for Diverse Learner Lesson Design - Template for General Education Classrooms

Based on UDL Principles and Reflecting Diverse Learner Groups (English Language Learners, Gifted, Students with Disabilities)

Lesson Element	Lesson Goals/Objectives	Challenges for Learning	Differentiated Instruction including use of Formative Assessment and UDL*	Student Learning Targets
<i>Guided Practice</i>		SWD: ELL: G/T:	SWD: ELL: G/T:	ALL:

*** UDL Principles:**

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- Multiple means of action and expression to provide learners options for demonstrating what they know.
- Multiple means of engagement to tap into learners' interests, offer appropriate challenges, and increase motivation.

Thinking Tool for Diverse Learner Lesson Design - Template for General Education Classrooms

Based on UDL Principles and Reflecting Diverse Learner Groups (English Language Learners, Gifted, Students with Disabilities)

Lesson Element	Lesson Goals/Objectives	Challenges for Learning	Differentiated Instruction including use of Formative Assessment and UDL* Framework	Student Learning Targets
<i>Independent Practice</i>		SWD/ELL/GT		ALL:

*** UDL Principles:**

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Multiple means of action and expression to provide learners options for demonstrating what they know.

Multiple means of engagement to tap into learners' interests, offer appropriate challenges, and increase motivation.

Thinking Tool for Diverse Learner Lesson Design - Template for General Education Classrooms

Based on UDL Principles and Reflecting Diverse Learner Groups (English Language Learners, Gifted, Students with Disabilities)

Lesson Element	Lesson Goals/Objectives	Challenges for Learning	Differentiated Instruction including use of Formative Assessment and UDL* Framework	Student Learning Targets
<i>Closure and Post-Assessment (Summative)</i>		SWD/ELL/GT		ALL:

*** UDL Principles:**

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- Multiple means of action and expression to provide learners options for demonstrating what they know.
- Multiple means of engagement to tap into learners' interests, offer appropriate challenges, and increase motivation.

Thinking Tool for Diverse Learner Lesson Design - Template for General Education Classrooms

Based on UDL Principles and Reflecting Diverse Learner Groups (English Language Learners, Gifted, Students with Disabilities)

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Attach 4_ Apex_Correlation_OLS

Ohio Learning Standards Science

DOMAIN / ACADEMIC CONTENT STANDARD		OH.C.	CHEMISTRY: This course introduces students to key concepts and theories that provide a foundation for further study in other sciences as well as advanced science disciplines. Chemistry comprises a systematic study of the predictive physical interactions of matter and subsequent events that occur in the natural world. The study of matter through the exploration of classification, its structure and its interactions is how this course is organized.
STANDARD / BENCHMARK		C.SI.	Science Inquiry and Application - During the years of grades 9 through 12, all students must use the following scientific processes with appropriate laboratory safety techniques to construct their knowledge and understanding in all science content areas:
BENCHMARK / GRADE LEVEL INDICATOR		C.SI.1.	Identify questions and concepts that guide scientific investigations.
BENCHMARK / GRADE LEVEL INDICATOR		C.SI.5.	Recognize and analyze explanations and models.
STANDARD / BENCHMARK		C.2.	Interactions of Matter
BENCHMARK / GRADE LEVEL INDICATOR		C.2.4.	Nuclear Reactions
PROFICIENCY LEVEL		C.2.4.2.	Nuclear energy
DOMAIN / ACADEMIC CONTENT STANDARD		OH.PS.	PHYSICAL SCIENCE: Physical science introduces students to key concepts and theories that provide a foundation for further study in other sciences and advanced science disciplines. Physical science comprises the systematic study of the physical world as it relates to fundamental concepts about matter, energy and motion. A unified understanding of phenomena in physical, living, Earth and space systems is the culmination of all previously learned concepts related to chemistry, physics, and Earth and space science, along with historical perspective and mathematical reasoning.
STANDARD / BENCHMARK		PS.SI.	Science Inquiry and Application - During the years of grades 9 through 12, all students must use the following scientific processes with appropriate laboratory safety techniques to construct their knowledge and understanding in all science content areas:
BENCHMARK / GRADE LEVEL INDICATOR		PS.SI.1.	Identify questions and concepts that guide scientific investigations;
BENCHMARK / GRADE LEVEL INDICATOR		PS.SI.2.	Design and conduct scientific investigations;
BENCHMARK / GRADE LEVEL INDICATOR		PS.SI.5.	Recognize and analyze explanations and models; and
BENCHMARK / GRADE LEVEL INDICATOR		PS.SI.6.	Communicate and support a scientific argument.
STANDARD / BENCHMARK		PS.1.	Study of Matter
BENCHMARK / GRADE LEVEL INDICATOR		PS.1.1.	Classification of matter
PROFICIENCY LEVEL		PS.1.1.1.	Heterogeneous vs. homogeneous
PROFICIENCY LEVEL		PS.1.1.2.	Properties of matter
PROFICIENCY LEVEL		PS.1.1.3.	States of matter and its changes
BENCHMARK / GRADE LEVEL INDICATOR		PS.1.5.	Reactions of matter
PROFICIENCY LEVEL		PS.1.5.2.	Nuclear reactions
STANDARD / BENCHMARK		PS.2.	Energy and Waves
BENCHMARK / GRADE LEVEL INDICATOR		PS.2.2.	Transfer and transformation of energy (including work)
STANDARD / BENCHMARK		PS.3.	Forces and Motion
BENCHMARK / GRADE LEVEL INDICATOR		PS.3.2.	Forces
PROFICIENCY LEVEL		PS.3.2.2.	Types of forces (gravity, friction, normal, tension)
BENCHMARK / GRADE LEVEL INDICATOR		PS.3.3.	Dynamics (how forces affect motion)
DOMAIN / ACADEMIC CONTENT STANDARD		OH.P.	PHYSICS: Physics elaborates on the study of the key concepts of motion, forces and energy as they relate to increasingly complex systems and applications that will provide a foundation for further study in science and scientific literacy.
STANDARD / BENCHMARK		P.SI.	Science Inquiry and Application - During the years of grades 9 through 12, all students must use the following scientific processes with appropriate laboratory safety techniques to construct their knowledge and understanding in all science content areas:
BENCHMARK / GRADE LEVEL INDICATOR		P.SI.1.	Identify questions and concepts that guide scientific investigations.
BENCHMARK / GRADE LEVEL INDICATOR		P.SI.2.	Design and conduct scientific investigations.
BENCHMARK / GRADE LEVEL INDICATOR		P.SI.5.	Recognize and analyze explanations and models.
BENCHMARK / GRADE LEVEL INDICATOR		P.SI.6.	Communicate and support a scientific argument.
STANDARD / BENCHMARK		P.2.	Forces, momentum and motion
BENCHMARK / GRADE LEVEL INDICATOR		P.2.2.	Gravitational force and fields
STANDARD / BENCHMARK		P.3.	Energy
BENCHMARK / GRADE LEVEL INDICATOR		P.3.3.	Nuclear energy
DOMAIN / ACADEMIC CONTENT STANDARD		OH.RST.9-10.	Reading Standards for Literacy in Science and Technical Subjects
STANDARD / BENCHMARK			Key Ideas and Details
BENCHMARK / GRADE LEVEL INDICATOR		RST.9-10.2.	Determine the central ideas or conclusions of a text; trace the text's explanation or depiction of a complex process, phenomenon, or concept; provide an accurate summary of the text.
BENCHMARK / GRADE LEVEL INDICATOR		RST.9-10.3.	Follow precisely a complex multistep procedure when carrying out experiments, taking measurements, or performing technical tasks attending to special cases or exceptions defined in the text.
STANDARD / BENCHMARK			Craft and Structure
BENCHMARK / GRADE LEVEL INDICATOR		RST.9-10.5.	Analyze the structure of the relationships among concepts in a text, including relationships among key terms (e.g., force, friction, reaction force, energy).
STANDARD / BENCHMARK			Integration of Knowledge and Ideas
BENCHMARK / GRADE LEVEL INDICATOR		RST.9-10.9.	Compare and contrast findings presented in a text to those from other sources (including their own experiments), noting when the findings support or contradict previous explanations or accounts.
STANDARD / BENCHMARK			Range of Reading and Level of Text Complexity
BENCHMARK / GRADE LEVEL INDICATOR		RST.9-10.10.	By the end of grade 10, read and comprehend science/technical texts in the grades 9-10 text complexity band independently and proficiently.
DOMAIN / ACADEMIC CONTENT STANDARD		OH.WHST.9-10.	Writing Standards for Literacy in Science and Technical Subjects
STANDARD / BENCHMARK			Text Types and Purposes
BENCHMARK / GRADE LEVEL INDICATOR		WHST.9-10.1.	Write arguments focused on discipline-specific content.
PROFICIENCY LEVEL		WHST.9-10.1(e)	Provide a concluding statement or section that follows from or supports the argument presented.
BENCHMARK / GRADE LEVEL INDICATOR		WHST.9-10.2.	Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes.
PROFICIENCY LEVEL		WHST.9-10.2(f)	Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).
STANDARD / BENCHMARK			Production and Distribution of Writing
BENCHMARK / GRADE LEVEL INDICATOR		WHST.9-10.4.	Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

Science Resource Materials Filter

When considering resources and materials for science, it is important to determine alignment (is it grade-level appropriate, is it found in Ohio's Academic Content Standards for Science and/or National Framework for K-12 Science Education?), accuracy/reliability, depth of knowledge, and is science practices encouraged? This filter provides a good starting point in the evaluation of resources and materials for use in the science classroom. Recommended resources and materials are in the 2/3 range for each of the listed criteria (A-I).

A. Alignment			
0	1	2	3
No evidence of alignment with state standards and/or national Framework for K-12 Science Education. The material is not at the appropriate grade level.	Aligns generally with the main concept, but not the specific descriptions within the state standards and/or national Framework for K-12 Science Education. The material is at the correct grade level.	Aligns with the main concept and some of the specific descriptions within the state standards and/or national Framework for K-12 Science Education. The material is at the correct grade level.	Aligns with the main concept and the specific descriptions within the state standards and/or national Framework for K-12 Science Education. The material is at the correct grade level.
B. Depth of science content knowledge			
0	1	2	3
Little/no opportunity for depth of knowledge (e.g. too much breadth, insufficient time to allow depth).	Some opportunity for depth of knowledge (focuses on 3-4 concepts and supports science practices), may still need additional time and/or limiting breadth.	Some opportunity for depth of knowledge (focuses on 2 or 3 concepts and supports science practices), provides adequate time for exploration.	Focuses on one main concept and supports science practices. Adequate time is provided for exploration.
C. Accuracy			
0	1	2	3
Contains inaccurate science content.	Science content is accurate; however resources and/or links provided contain inaccurate science content.	Science content and resources/links provided are accurate, but is presented in a way that could promote a potential misconception.	Science content and resources/links are accurate. There are no potential misconceptions presented.
D. Reliability, validity, and authority			
0	1	2	3

Content presented is invalid or unreliable. Facts presented may be biased or slanted toward a particular view, population, or outcome. Contact information and sources are missing.	Content presented can be validated, is reliable and authoritative. Contact information and sources are present. Facts presented may be biased or slanted toward a particular view, population, or outcome.	Content presented can be validated, is reliable and authoritative. Contact information and sources are present and reputable. Bias is not present.	Content presented can be validated, is reliable and authoritative. Contact information and sources are present and reputable and recognized experts in the content area. Bias is not present.
E. Contextual learning and/or meaningful application			
0	1	2	3
Real-world and/or relevant context is absent.	Content is framed in a context that is relevant to students.	Content is framed in a context that is relevant to students and significant from a global perspective.	Content is framed in a context that is relevant to students and significant from a global perspective and students are required to communicate (data/findings/research) to an external audience.
F. Adaptability/limited use			
0	1	2	3
Materials have a limited range of use (e.g. can only be used one time by 10 students).	Materials can be adapted for a variety of settings and/or uses.	Materials can be adapted for a variety of settings and/or uses and provides guidance on how to adapt the materials.	Materials can be adapted for a variety of settings and/or uses and provides guidance, examples, and resources on how to adapt the materials.
G. Assessments			
0	1	2	3
Guidance for student assessment (formative and/or summative) is not provided.	Guidance for student assessment (formative and/or summative) is provided.	Guidance, tools, and resources for student assessment (formative and/or summative) are provided.	Guidance, tools, and resources for student assessment (formative and/or summative) are provided. Strategies based on the results of the assessments are provided to further increase student achievement.
H. Navigability and appearance			
0	1	2	3
Appearance and style are poor quality (e.g. numerous typos, grammatical errors, incorrect word usage). If web-	Appearance and style are average (e.g. a few typos, grammatical errors, incorrect word usage). If web-based:	Appearance and style are good quality (e.g. no typos, grammatical errors, or incorrect word usage). If web-based: interactive	Appearance and style are high quality (e.g. no typos, grammatical errors, or incorrect word usage, clear and professional in

based: limited/no interactive materials (static), difficult to find materials, links that do not work, graphics not displayed correctly.	limited/some interactive materials, most links work, can locate materials, graphics are supported.	materials are present, links work, materials are easy to locate, and graphics are high quality.	appearance). If web-based: high quality interactive materials for students and teachers are present, links work, materials are very easy to locate, and graphics are high quality.
I. Scientific practices			
0	1	2	3
Does not provide opportunities for student-led or student-designed investigations (e.g. provides lists of materials and exact procedures to conduct the experiment or investigation). Students are expected to answer a set of prepared questions.	Open-ended student questions about the investigation are included, but did not provide student-led or designed investigations (e.g. provides lists of materials and exact procedures to conduct the experiment or investigation). Suggestions for student reflection are provided.	Student-designed research questions are used to develop the investigative procedure and methodologies for the experiment. Guidance is provided to assist teachers in helping students formulate the questions and research procedures. Suggestions for student reflection are provided.	Student-designed research questions are used to develop the investigative procedure and methodologies for the experiment. Prior knowledge and skills are used in the investigative design. Guidance is provided to assist teachers in helping students formulate the questions and research procedures. Suggestions for student reflection are provided. Results and findings are formally communicated, critiqued, and defended.

Teacher Core Skills Rubric

Performance Criteria	Skills			
	Ineffective 0 - 2	Developing 3 - 5	Skilled 6 - 8	Accomplished 9 - 10
Content Knowledge	-Does not employ basic use of content subject area for which they are responsible for teaching	-Employs basic use of content subject area of which they are responsible for teaching.	-Employs use of content subject area for which they are responsible for teaching.	-Is master of content subject area for which they are responsible for teaching.
	-Only attends professional development when mandated.	-Attends professional development with prompting from the director.	-Seeks out and attends professional development without prompting, with enthusiasm and implements skills within classroom.	-Seeks out and attends professional development without prompting, with enthusiasm, implements skills in their classroom, and presents to staff for building implementation.
	-Is not informed on current trends in subject area.	-Is informed on current trends in subject area, but is inconsistent in the implementation of knowledge gained.	-Is generally informed on current trends in subject area, and implements trends in the classroom.	-Consistently stays informed on current trends in subject area, and implements trends in the classroom.
	-Does not incorporate outside resources to supplement curriculum and does not attempt to implement innovative strategies.	-Rarely seeks outside resources to supplement curriculum and makes attempts to implement innovative strategies.	-Seeks research-based resources to supplement curriculum in order to implement innovative strategies.	-Seeks research-based resources to enhance curriculum in order to implement additional innovative strategies.

Teacher Core Skills Rubric

Performance Criteria	Skills			
	Ineffective 0 - 2	Developing 3 - 5	Skilled 6 – 8	Accomplished 9 – 10
Focus for Learning	- Learning objectives are always too general to guide lesson planning and are inappropriate for the students, and/or do not reference the state standards	-Learning objectives are sometimes too general to guide lesson planning and are not always appropriate for the students, and/or do not reference the state standards	- Appropriate learning objectives that include measurable goal(s) for student learning are aligned with the state standards	- Establishes challenging and measurable goal(s) for student learning are aligned with state standards and reflect a range of student learner needs.
	- Does not demonstrate the goal and/or a clear focus for student learning	-Is inconsistent in demonstrating a the importance of the goal and providing a clear focus for student learning	- Demonstrates the importance of the goal and its appropriateness for students by reviewing and providing a clear focus for student learning	- Demonstrates how the goal(s) fit into the broader unit, course, and school goals and provides a clear focus for student learning
	- Learning objectives are not posted on the board or if posted do not reflect the content of the lesson.	- Learning objectives are posted on the board, but not in appropriate form	- Appropriate learning objectives that include measurable goal(s) for student learning are aligned with the state standards	- Objectives are clear and posted for the students and follow the lesson plan

Teacher Core Skills Rubric

Performance Criteria	Skills			
	<i>Ineffective</i> 0 - 2	<i>Developing</i> 3 - 5	<i>Skilled</i> 6 – 8	<i>Accomplished</i> 9 – 10
Leadership Skills	- Does not use innovative strategies for success.	- Uses innovative strategies for success.	- Teaches team members innovative strategies for success.	- Leads access to and teaches team members innovative strategies for success.
	- Is sometimes a positive role model for students	- Is a positive role model for students	- Is a positive role model for students, staff, and parents	- Is a positive role model for for all stakeholders
	- Demonstrates adequate work ethic	- Demonstrates strong work ethic in most situations	- Demonstrates strong work ethic in all situations	- Demonstrates excellent work ethic in all situations
	- Sometimes solves problems for students	- Identifies and plans to solve problems for/with students	- Identifies and plans to solve problems for/with students, staff, and parents for the betterment of the school	- Identifies and plans to solve problems for/with all stakeholders for the betterment of the school
	- Does not volunteer to be on committees/groups	- Volunteers to be on committees/groups	- Volunteers to be on committees/groups, and shows initiative in being an active member of that committee/group	-Volunteers for leadership positions on committees/groups, and shows initiative in reaching for growth opportunities

Teacher Core Skills Rubric

Performance Criteria	Skills			
	Ineffective 0 - 2	Developing 3 - 5	Skilled 6 - 8	Accomplished 9 - 10
Knowledge of Students	-Demonstrates a lack of understanding and familiarity with students' background and experiences.	-Demonstrates some understanding and familiarity with students' background and experiences.	-Demonstrates an understanding of students with the purpose and value of learning about each students' individual background and experiences.	-Demonstrates a thorough understanding of students with the purpose and value of learning about each students' individual background and their experiences.
	-Is unable to describe any procedures used to obtain information about the students and their background and experiences.	-Can describe one procedure used to obtain information about the students and their background and experiences.	Gains information about the students and their background and experiences by using a few different strategies and procedures	-Gains information about the students and their background and experiences by utilizing various strategies and procedures.
	-The teacher's analysis of student data and instructional plan do not demonstrate an understanding of students' development, readiness for	-The teacher's analysis of student data and instructional plan draw upon a partial analysis of students' development, readiness for learning	-The teacher's analysis of student data and instructional plan draw upon an accurate analysis of students' development, readiness for learning,	-The teacher's analysis of student data and instructional plan demonstrate an accurate analysis of student development, student learning and learning styles, and prior
	-Does not plan strategies, content, and delivery methods that are tailored to the specific population of students in the classroom.	-Inappropriately plans strategies, content, and delivery methods that are not tailored to the specific population of students in the classroom.	-Plans for and can articulate several strategies, content, and delivery methods that will meet the needs of individual students and groups of students.	-Plans for and can articulate various and specific strategies, content, and delivery methods that will meet the needs of individual students and groups of students.

Teacher Core Skills Rubric

Performance Criteria	Skills			
	Ineffective 0 - 2	Developing 3 - 5	Skilled 6 – 8	Accomplished 9 – 10
Communication Skills	-Demonstrates ineffective oral and/or written communication skills	-Selectively demonstrates effective oral and/or written communication skills	-Demonstrates effective oral and/or written communication skills	-Demonstrates professionalism in all situations, conversations, and documentation
	-Is an ineffective communicator as constituents do not understand or follow the information being communicated	-Has limited communication skills and may not communicate to constituents	-Uses a variety of communication methods to communicate to constituents	-Successfully communicates to all constituents by skillfully using a variety of communication methods
	-Inadequately communicates with stakeholders by poorly acknowledging concerns or responding to inquiries or encouraging involvement	-Inconsistently communicates with stakeholders or communicates in ways that only partially enhances student learning	-Communicates effectively and consistently with stakeholders in ways that enhance student learning	- Continually uses communication techniques in a variety of situations to proactively inform, network and collaborate with stakeholders to enhance student learning as well as the building and classroom environment.
	-A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.	-Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limited discussion.	-Teachers explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	-Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including appropriate use of questions and discussion techniques.

Teacher Core Skills Rubric

Performance Criteria	Skills			
	Ineffective 0 - 2	Developing 3 - 5	Skilled 6 - 8	Accomplished 9 - 10
Classroom Environment	- Creates an environment/culture that does not support positive skill development	- Creates an environment/culture that partially supports positive skill development	- Creates an environment/culture that supports positive skill development	- Creates an environment/culture that promotes positive skill development
	-Instructional outcomes and classroom interactions convey only low expectations and task completion	- Instructional outcomes and classroom interactions convey only modest expectations for most students	- Instructional outcomes and classroom interactions convey high expectations for most students	- Instructional outcomes and classroom interactions convey high expectations for all students
	- Classroom procedures and expectations are ambiguous and inconsistent management results in excessive instructional time lost	- Classroom procedures and expectations are clear but there is evidence of inconsistent management resulting in lost instructional time.	- Classroom procedures and expectations are clear, mostly consistently enforced, resulting in little or no lost instructional time.	- Classroom procedures and expectations are clear and consistently enforced resulting in no lost instructional time
	-The teacher does not provide students with feedback about their learning.	-Students receive occasional or limited feedback about their performance from the teacher.	-The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	-The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies

Teacher Core Skills Rubric

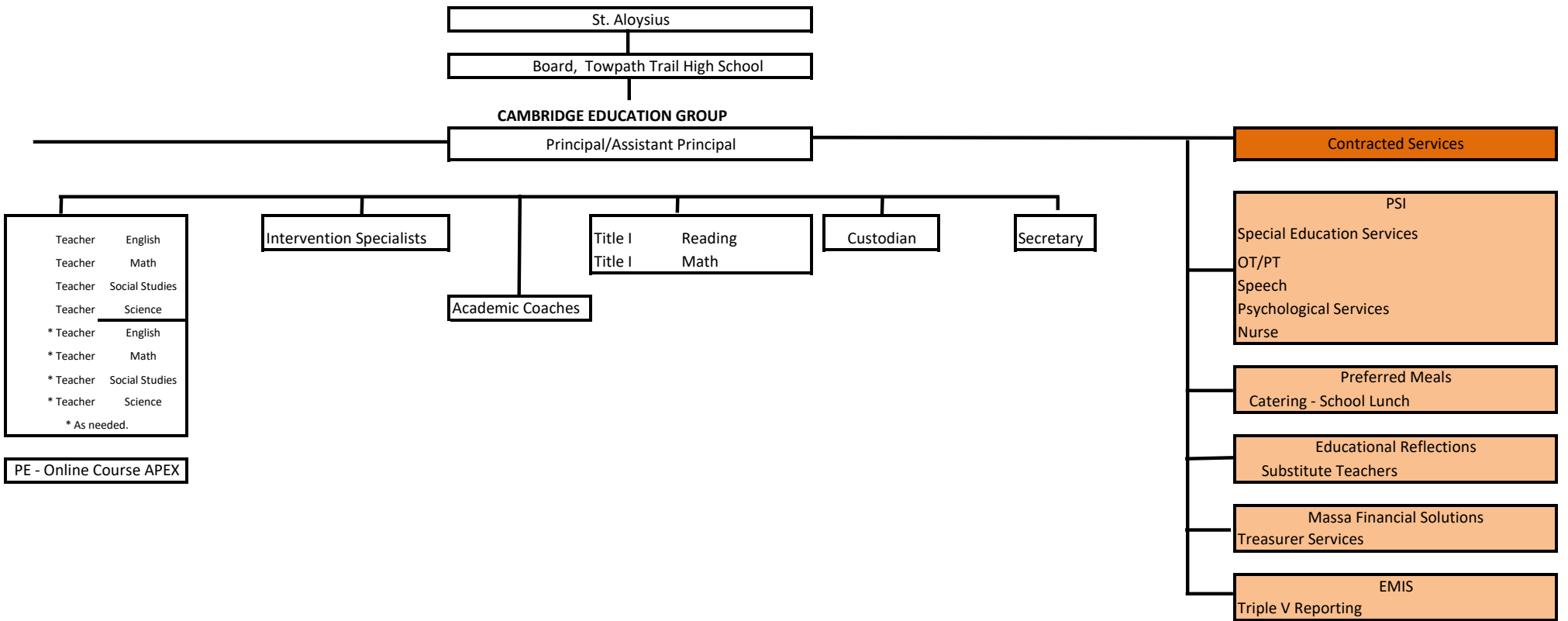
Performance Criteria	Skills			
	Ineffective 0 - 2	Developing 3 - 5	Skilled 6 - 8	Accomplished 9 - 10
Assessment of Student Learning	-The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform planning.	-The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into planning.	-The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into planning.	-The teacher purposefully plans assessments and differentiates assessment choice to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into planning.
	-The teacher does not use or only uses one measure of student performance.	-The teacher uses more than one measure of student performance but has difficulty analyzing assessment results to effectively inform instructional planning and delivery.	-The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	-Students learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	-The teacher does not use assessments to measure student mastery.	-The teacher uses assessments to measure student mastery but, not differentiate instruction based on this information on a routine basis.	-The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly.	-The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to observe and identify trends of individual and group progress to predict learning barriers.
	-The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher is unaware of the students confusion or misunderstanding during a lesson.	-The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.	-The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional explanations.	-The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When instruction does not effectively lead to student understanding the teacher makes appropriate and timely adjustments to explain the concept.

WalkThroughTool

	Focus for Learning				
	Are goal sheets visible and completed by teacher?	Y	N		4/4 Meets Expectations
	Are the majority of students 'prepared to learn?' (ie: materials)	Y	N		2-3 Approaching Expectations
	Is the teacher engaged in the learning process?	Y	N		0-1 below Expectations
	Is the teacher committed to the knowledge and delivery of content?	Y	N		
	Comments (required)				
	Knowledge of Students				
	Teacher exhibits effective and appropriate dialog with students	Y	N		4/4 Meets Expectations
	Teacher treats students fairly and with respect	Y	N		2-3 Approaching Expectations
	Teacher demonstrates knowledge of students' development//learning style and background	Y	N		0-1 below Expectations
	Teacher can articulate specific strategies, content and delivery to meet individual needs	Y	N		
	Comments: (required)				
	Differentiation				
	Teacher uses a variety of strategies rather than a single strategy to provide instruction	Y	N		4/4 Meets Expectations
	Teacher is supporting students preferred learning style	Y	N		2-3 Approaching Expectations
	Student work is displayed and shows evidence of a variety of learning styles	Y	N		0-1 below Expectations
	Evidence of collaboration among content area teacher and IS to ensure students are receiving appropriate accommodations.	Y	N		
	Comments: (required)				
	Classroom Environment				
	Routines and procedures for classroom expectations are evident	Y	N		
	Teacher has positive rapport with students and is evident when communicating expectations	Y	N		4/4 Meets Expectations

	Clear expectations for behavior are evident and clear	Y	N		2-3 Approaching Expectations
	Majority of students are on task and engaged	Y	N		0-1 below Expectations

Attach 7_Towpath Trail High School Org Chart





Accountability - ATTACHMENT 6.4 Dropout Prevention and Recovery Schools

(As defined by ORC 3314.36)

- The school must receive a “Meets Standards” or better in the following measures and 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 Measures” listed here:

Local Report Card Measures	<ol style="list-style-type: none"> 1. Overall School Rating 2. High School Test Passage Rate Rating 3. Gap Closing Rating: Annual Measurable Objectives (AMO’s) including EL progress towards proficiency 4. Graduation Rate: Combined Rate 5. Progress: Value Added Overall 6. Student Post-Secondary Outcomes
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- Meeting all contractual measures agreed upon in the community school contract as listed here:

	<p>7. Standardized Test Results -A standardized assessment listed in the community school contract should demonstrate at least 1 years’ worth of growth for 80% of students tested in reading and math using the <i>Ohio’s Where Kids Count Rules</i>.</p> <p>8. Faithfulness to the Community School Contract - The school must be faithful to the community school contract as a condition for renewal. <i>(See page 2 of this document for clarifications.)</i></p>
	<p>9. Ohio Improvement Process Implementation - The school must demonstrate the implementation of the 5 step process in developing and monitoring the School Improvement Plan with evidence of fidelity in implementing identified strategies/action steps and progress toward specified goal targets outlined in the plan.</p>

Faithfulness to the Community School Contract Outlined:

- ✓ **The School must be faithful to the community school contract as a condition for renewal. The Sponsor will review the following during its renewal analysis of the School:**
 - A. Additional Performance Measures, including but not limited to, the following:**
 - Academic Performance including subgroup performance; and
 - Nationally Normed Assessment growth measures including subgroup performance; and
 - The School Improvement Plan and the adherence to the 5 step process; and
 - Student Attendance and Graduation Rates; and
 - Operational Performance, teacher turnover and teacher certification; and
 - Equity Index or any other reports on Equitable Access to Excellent Educators outlined in Ohio's ESSA plan; and
 - Enrollment and Mobility; and
 - Career Technical Pathways/Certifications and Student Post-Secondary Outcomes.
 - B. The School's Financial Viability, including but not limited to, the following:**
 - Timely Submission of Financial Documentation to the Sponsor; and
 - Adequate Debt to Asset Ratio; and
 - Acceptable Enrollment Variance; and
 - School has maintained Timely Payments on all Loans/Debts; and
 - School maintains an Adequate Amount of Unrestricted Cash; and
 - The School's Positive/Negative Cash Flow; and
 - The School's Debt Service Coverage Ratio.
 - C. The School's Operational Performance, including but not limited to, the following:**
 - Timely submission of CSLT Meeting Date Form; and
 - Timely submission of Academic Coach Resumes (if applicable); and
 - Timely hiring of an Academic Coach after credentials are reviewed by the Sponsor (if applicable); and
 - Timely submission of the Management Company Evaluation (if applicable); and
 - Attendance at Sponsor provided workshops/trainings; and
 - Timely submission of the Student Intervention Plan (if applicable); and
 - Timely submission of Accountability Attachment 6.4b Interventions Reporting Template (if applicable); and
 - Adequate and timely communication with the Sponsor regarding any/all changes to the Community School Contract; and
 - Monitoring the implementation of the Ohio Improvement 5- Step Process and the School Improvement Plan inclusive of Attachment 6.4 by the Governing Authority at regularly scheduled Board Meetings; and
 - Performance on Compliance Visits and Annual Audits; and
 - Follow up on recommendations from Onsite Assistance Review reports; and
 - Number and magnitude of Corrective Action Plans.

Accountability Attachment 6.4 Document Support and Criteria:

- The following chart is consistent with the Sponsor’s philosophy that community schools should have at least 5 years to develop their program and demonstrate success. The “actions” noted in the following chart are rooted in research-based practices and philosophies that utilize data-supported decision making proven to increase student achievement and close achievement gaps.
- The intent of the “actions” in the following chart is to clearly delineate the commitment of both the Sponsor and the School to work in one accord to promote greater student achievement and success. The Sponsor suggests that every school strive to improve each year through continued efforts in professional development and teacher training.
- The year in which a school receives a D or F in any of the components listed above, initiates the 6.4 intervention process. School’s Baseline Year will be the first year in which the School receives a Does Not Meet in any of the measures and components listed above. A school will continue to implement the “actions” of the previous school year if/when the school receives a Meets in all measures and components following the implementation of that year’s “actions,” until the school has two consecutive years of receiving a Meets in all measures stated above.
- Renewal terms for a school shall be reviewed in conjunction with the Contract Performance Measures section of the charter and only schools meeting the standards as listed in section 11.6 will be considered for renewal.
- If the school’s previous Accountability Attachment 6.4 required specific interventions, the school must implement the actions listed in the successive year as stated within this document. This Attachment 6.4 supersedes all previous versions and interventions.
- Failure of the School to complete any of the requirements as listed in Accountability Attachment 6.4 may result in the Sponsor placing the School on probation or in suspension. In addition, failure of the School to timely submit any data required by the Community School Contract and/or this Attachment may result in the Sponsor placing the School on probation or in suspension.

First Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified any Local Report Card Measures:	
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 This includes technical assistance with OLAC modules, development of Teacher Based Teams (TBT’s) and the TBT 5 Step Protocol.	A. Require School Leader to complete Ohio Leadership Advisory Council (OLAC) online self-assessment and recommended modules.
B. Require the School to review or revise a School Improvement Plan - for the following school year to address the academic needs of the School.	B. Review and revise the required OIP Focused Plan inclusive of 6.4b Intervention actions listed herein, through a Community School Leadership Team (CSLT) that includes parents and Board members and submit for Sponsor feedback.
C. Require the School to monitor and evaluate the School Improvement Plan for the following school year to address the academic needs of the School.	C. The School Leader will report to the Governing Authority on the developed OIP Focused Plan and its implementation and data collection at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in School Improvement Plan Action Steps.	D. For schools using OTES and OPES, obtain training and certification in the Ohio Evaluation System that includes the Ohio Teacher Evaluation System (OTES) and the Ohio Principal Evaluation System (OPES) and develop a plan for implementation that includes staff training, Governing Authority reporting, and Board approved policies for implementation, monitoring and evaluation. The School Leader/Evaluator is to report to the Governing Authority on OTES evaluation timeline activities (i.e., completion of formal and informal evaluations). Board reporting is to be a <i>minimum</i> of twice per year (i.e. completion of Formal Observation 1 and Formal Observation 2). The Governing Authority will ensure the implementation and monitoring of OPES for School Leaders.
E. Offer technical assistance to improve instructional leadership.	

<p>E. Develop and implement a school professional development plan outlined in the School Improvement Plan inclusive of:</p> <ul style="list-style-type: none">a. Ohio Learning Standards, including 1. Deconstruction of ELA and Math Standards 2. Depth of Knowledge 3. Understanding of Strands, Themes, Topics and Content Statements for Science and Social Studies 4. Instructional Shiftsb. Literacy: Foundation skills fluency, phonics and word recognition, phonological awareness, vocabulary, print concepts, comprehension and writing.c. Training, including all school leadership, instructional staff, and Governing Authority, on and using data to inform instruction and to close achievement gaps in identified subgroups inclusive of the specific nationally normed assessment used by the school.
<p>F. Identify and implement a research based adolescent reading program designed to address the reading deficiencies of students and improve reading achievement.</p>
<p>G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p>
<p>H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

Second Year Actions

A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.

Criteria: School receiving a “Does Not Met” on identified Local Report Card Measures for a second consecutive year:

In addition to Year 1 supports, The Sponsor Will:	The School Will:
A. Offer technical assistance towards improving academic instruction and student achievement.	A. The School will continue all First Year Actions.
B. Review and offer feedback on the School Improvement Plan if needed.	B. Implement Teacher Based Teams (TBTs) using OLAC Modules while instituting the TBT 5 Step Protocol; and
C. Establish Academic Coach minimum qualifications for review of candidates.	C. Hire an Academic Coach following Sponsor requirements and tools (<i>See Academic Coach credentials and job responsibilities</i>). 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 full time Academic Coach.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan included in the School Improvement Plan Action Steps.	D. Establish schedules and implement strategies that provide increased collaboration and learning time for teachers that is protected from internal or external interference or interruptions.
E. Continue to offer technical assistance to improve instructional leadership.	E. Continue and strengthen implementation of first year professional development plan components (Standards, Literacy, Data) outlined in the School Improvement Plan and development of additional Actions Steps for implementation of: <ul style="list-style-type: none"> i. <i>Formative instructional practice training</i> ii. <i>Differentiated instruction of identified subgroups to close achievement gaps –</i>

Third Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified Local Report Card Measures for a <i>third</i> 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 and Second Year Actions.
	B. Review and revise curriculum maps, pacing guides, lesson plan templates, and curriculum guides. The school will provide evidence of such upon request.
	C. Review resources and materials for alignment to the Ohio Learning Standards rigor and emphasis on the need for differentiation to address identified learning gaps. The school will provide evidence of such upon request.
	D. Develop teacher and school leader growth plans or improvement plans for ineffective teachers or principals to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Fourth Year Actions	
A School covered by the Dropout Prevention and Recovery provision under ORC 3314.36.	
Criteria: School receiving a “Does Not Meet” on identified Local Report Card Measures for a <i>fourth</i> consecutive year:	
If the School is not required to close by the Ohio Revised Code, the Sponsor will:	The School Will:
A. Take over the operations of the school; and/or	A. Close at the conclusion of the school year 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. Meet all requirements for closure as outlined by the Ohio Revised Code.
<p><i>2= 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 “Meets” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.</i></p>	

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

The School 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.

School employees also accrue paid time off (PTO) days as stated in the employee handbook.

Towpath Trail High School

FY19 Operating Budget (Money Earned and Spent from July 2018-June 2019)

	JULY Budget	AUGUST Budget	SEPTEMBER Budget	OCTOBER Budget	NOVEMBER Budget	DECEMBER Budget	JANUARY Budget	FEBRUARY Budget	MARCH Budget	APRIL Budget	MAY Budget	JUNE Budget	TOTAL FY19 Projection
Grades K-3 FTE	-	-	-	-	-	-	-	-	-	-	-	-	-
Grades 9-12 FTE	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00
Total FTE	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00
BEGINNING CASH BALANCE	\$ 550,000.00	\$ 552,794.34	\$ 564,963.69	\$ 567,758.03	\$ 570,552.37	\$ 573,346.72	\$ 576,141.06	\$ 588,310.40	\$ 591,104.75	\$ 593,899.09	\$ 596,693.43	\$ 599,487.78	\$ 550,000.00
RECEIPTS													
CORE PROGRAM													
OPPORTUNITY GRANT	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 187,812.50	\$ 2,253,750.00
TARGETED ASSISTANCE	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00
K-3 LITERACY FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ECONOMIC DISADVANTAGED FUNDING	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 23,437.50	\$ 281,250.00
CTE FUNDING	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 49,218.75	\$ 590,625.00
SPECIAL ED FUNDING	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 450,000.00
FOOD SERVICES	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 56,250.00
FACILITY FUNDING	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 75,000.00
INTEREST & OTHER	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 9,375.00	\$ 18,750.00
TOTAL CORE RECEIPTS	\$ 316,406.25	\$ 325,781.25	\$ 316,406.25	\$ 316,406.25	\$ 316,406.25	\$ 316,406.25	\$ 325,781.25	\$ 316,406.25	\$ 316,406.25	\$ 316,406.25	\$ 316,406.25	\$ 316,406.25	\$ 3,815,625.00
RESTRICTED PROGRAMS													
CCIP FUNDS	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 262,500.00
STATE GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED RECEIPTS	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 262,500.00
TOTAL RECEIPTS	\$ 338,281.25	\$ 347,656.25	\$ 338,281.25	\$ 338,281.25	\$ 338,281.25	\$ 338,281.25	\$ 347,656.25	\$ 338,281.25	\$ 338,281.25	\$ 338,281.25	\$ 338,281.25	\$ 338,281.25	\$ 4,078,125.00
DISBURSEMENTS													
CORE PROGRAM													
INSTRUCTION STAFF	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 95,410.87	\$ 1,144,930.41
INSTRUCTION SUPPLY	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 24,702.25	\$ 296,427.00
ADMINISTRATION AND OPERATIONS STAFF	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 31,803.62	\$ 381,643.47
ADMINISTRATION AND OPERATIONS SUPPLIES	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00
FACILITIES AND UTILITIES	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 204,000.00
FOOD SERVICES	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 4,687.50	\$ 56,250.00
OTHER	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 132,507.67	\$ 1,590,092.00
TOTAL CORE DISBURSEMENTS	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 313,611.91	\$ 3,763,342.88
RESTRICTED PROGRAMS													
INSTRUCTION STAFF	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 21,375.00	\$ 256,500.00
INSTRUCTION SUPPLY	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
ADMINISTRATION AND OPERATIONS STAFF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADMINISTRATION AND OPERATIONS SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FACILITIES AND UTILITIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RESTRICTED DISBURSEMENTS	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ 262,500.00
TOTAL DISBURSEMENTS	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 335,486.91	\$ 4,025,842.88
ENDING CASH BALANCE	\$ 552,794.34	\$ 564,963.69	\$ 567,758.03	\$ 570,552.37	\$ 573,346.72	\$ 576,141.06	\$ 588,310.40	\$ 591,104.75	\$ 593,899.09	\$ 596,693.43	\$ 599,487.78	\$ 602,282.12	\$ 602,282.12

FIVE YEAR FORECAST

**Towpath High School
IRN No. - 133868
County: Summit**

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2019 through 2023 Forecasted

	Forecasted				
	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
FTEs - Minimum/Maximum	350/400	375/450	375/450	375/450	375/450
Operating Receipts					
State Foundation Payments (3110, 3211)	\$3,796,875	\$4,050,000	\$4,303,125	\$4,556,250	\$4,556,250
Charges for Services (1500)	\$0	\$0	\$0	\$0	\$0
Fees (1600, 1700)	\$0	\$0	\$0	\$0	\$0
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$18,750	\$20,000	\$21,250	\$22,500	\$22,500
Total Operating Receipts	\$3,815,625	\$4,070,000	\$4,324,375	\$4,578,750	\$4,578,750
Operating Disbursements					
100 Salaries and Wages	\$1,415,138	\$1,563,441	\$1,594,710	\$1,626,604	\$1,659,136
200 Employee Retirement and Insurance Benefits	\$367,936	\$390,860	\$398,677	\$406,651	\$414,784
400 Purchased Services	\$1,566,748	\$1,673,083	\$1,781,545	\$1,892,176	\$1,892,176
500 Supplies and Materials	\$296,427	\$352,356	\$384,403	\$417,091	\$425,433
600 Capital Outlay - New	\$0	\$0	\$0	\$0	\$0
700 Capital Outlay - Replacement	\$75,000	\$25,000	\$25,000	\$75,000	\$25,000
800 Other	\$124,594	\$127,086	\$129,628	\$132,220	\$134,865
Total Operating Disbursements	\$3,845,843	\$4,131,825	\$4,313,962	\$4,549,741	\$4,551,392
Excess of Operating Receipts Over (Under) Operating Disbursements	-\$30,218	-\$61,825	\$10,413	\$29,009	\$27,358
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	\$262,500	\$280,000	\$297,500	\$315,000	\$315,000
State Grants (3200, except 3211)	\$0	\$0	\$0	\$0	\$0
Donations (1820)	\$0	\$0	\$0	\$0	\$0
Interest Income (1400)	\$0	\$0	\$0	\$0	\$0
Debt Proceeds (1900)	\$0	\$0	\$0	\$0	\$0
Debt Principal Retirement	(180,000)	(80,000)	(55,000)	(55,000)	(55,000)
Interest and Fiscal Charges	\$0	\$0	\$0	\$0	\$0
Transfers - In	\$0	\$0	\$0	\$0	\$0
Transfers - Out	\$0	\$0	\$0	\$0	\$0
Total Nonoperating Revenues/(Expenses)	\$82,500	\$200,000	\$242,500	\$260,000	\$260,000
Over/(Under) Operating and Nonoperating Disbursements	\$52,282	\$138,175	\$252,913	\$289,009	\$287,358
Fund Cash Balance Beginning of Fiscal Year	\$550,000	\$602,282	\$740,457	\$993,370	\$1,282,379
Fund Cash Balance End of Fiscal Year	\$602,282	\$740,457	\$993,370	\$1,282,379	\$1,569,736

Assumptions:

SOES Enrollment - K-3	-	0	0	0	0
SOES Enrollment - Grades 4-12	375	400	425	450	450
	375	400	425	450	450

RECEIPTS:

OPPORTUNITY GRANT	6,010	6,020	6,020	6,020	6,020
TARGETED ASSISTANCE	240	240	240	240	240
K-3 LITERACY FUNDING	320	320	320	320	320
ECONOMIC DISADVANTAGED FUNDING	750	750	750	750	750
CTE FUNDING	1,750	1,750	1,750	1,750	1,750
SPECIAL ED FUNDING	1,200	1,200	1,200	1,200	1,200
FOOD SERVICES	150	150	150	150	150
FACILITY FUNDING	200	200	200	200	200
CCIP	700	700	700	700	700
Loan Proceeds	-	-	-	-	-

DISBURSEMENTS:

Inflationary Adjustment for Instruction Staff	2.00%	2.00%	2.00%	2.00%	2.00%
Instruction Supplies/Technology per FTE student	\$0	\$0	\$0	\$0	\$0
Inflationary Adjustment for Instruction Supplies/Tech	2.00%	2.00%	2.00%	2.00%	2.00%
Inflationary Adjustment for Admin/Operations Staff	2.00%	2.00%	2.00%	2.00%	2.00%
Administration Supplies/Technology per FTE student	\$0	\$0	\$0	\$0	\$0
Inflationary Adjustment for Admin/Oper Supplies/Tech	2.00%	2.00%	2.00%	2.00%	2.00%
One-Time Facilities / Other Capital purchases	\$75,000	\$25,000	\$25,000	\$50,000	\$25,000
Inflationary Adjustment for Ongoing Facility expenses	2.00%	2.00%	2.00%	2.00%	2.00%
Sponsor Fees (% of State Foundation)	2.00%	2.00%	2.00%	2.00%	2.00%
Other Unrestricted Expenses / Contingency	\$0	\$0	\$0	\$0	\$0
Loan Repayment	\$0	\$0	\$0	\$0	\$0
Disbursement per FTEs	10,736	10,330	10,150	10,111	10,114
Disbursement per FTEs (Instructional)	4,894	4,752	4,669	4,651	4,653
Disbursement per FTEs (Administrative)	5,842	5,578	5,481	5,460	5,462