

**Ohio Community School Contract
T2 Honors Academy**

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Community School Contract

This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2024 is made and entered into between the Ohio Department of Education and Workforce (the "Sponsor") and the governing authority ("Governing Authority") of T2 Honors Academy, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

Background Information

The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools and establish the Ohio Department of Education and Workforce Office of Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.

The Governing Authority of the School desires to continue to operate under the oversight of the Sponsor.

The Ohio Department of Education and Workforce, Office of School Sponsorship ("Department") approved the continuation of sponsorship for a term as designated in Section 1B of this Agreement.

Provisions

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

Section 1 Charter and Term

- A. The Sponsor agrees that the Governing Authority may continue to operate a start-up, brick and mortar, Ohio public community school as permitted by law, subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Agreement.
- B. This Agreement is effective as of July 1, 2024 and shall continue through June 30, 2027. Any renewal of the School shall be subject to the School meeting requirements of this Agreement including performance standards and meeting the application criteria of the Sponsor, and is subject to the provisions of ORC 3314.07.
- C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant federal and state laws, as well as those outlined in this Agreement.
- D. Before executing this Agreement, the School's Governing Authority must pass a resolution in a public board meeting approving the Community School Contract and authorizing one or more individuals to execute this Agreement for, and on behalf of the School's Governing Authority, with full authority to bind the School's Governing Authority.
- E. The Governing Authority shall employ an attorney independent from the Sponsor and the Operator (education management organization or charter management company), if applicable, for any negotiation of this Agreement or its amendments.

Section 2 Governing Authority and Corporate Status of School

2.1 Community School Corporate Status

The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this Agreement as **Attachment 1**. The School has applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt determination letter is attached to this Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act ORC 149.43 and Open Meetings Act ORC 121.22.

2.2 Compliance with Agreement

The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local rule and law.

2.3 Corporate Purpose

The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.

2.4 Governance

The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement, and state and federal law. The Articles of Incorporation and current Appointment of a Statutory Agent are attached to this Agreement as **Attachment 1**.

2.5 Code of Regulations (Bylaws)

The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located or not more than 100 miles from the School. No member of the Governing Authority shall serve on the Governing Authority of more than five (5) community schools at the same time as outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a traditional school district board of education. The names, electronic mail addresses, preferred contact telephone number, biographical vitae accurately reflecting experience, education, and other professional information of the current members of the Governing Authority is provided to the Sponsor. Any change of Governing Authority membership shall require prompt notification to the Sponsor with name, contact information and biographical information or resume. The names of all Governing Authority Members and electronic mail address used for School business are attached to this Agreement as **Attachment 3**. A description of the process by which the Governing Authority of the School shall be selected in the future and the process by which the Governing Authority addresses conflicts of interest shall also be included in

Attachment 3 (unless these processes are outlined in the Code of Regulations, attached to this Agreement as Attachment 4).

2.6 Membership of Governing Authority

- A.** The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation.
- B.** **Limitations on Membership.** No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of the community school's Sponsor or Operator, unless at least one (1) year has elapsed since the conclusion of the person's membership on the Governing Authority. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter, unless the individual was a resident of Ohio for the five (5) preceding years in which case only an Ohio background check is required. The results of these background checks shall be maintained at the School or by the Board's legal counsel and the School shall obtain the consent of prospective Board members to release their criminal background check results to the Sponsor.
- C.** **Annual Verification of Findings for Recovery.** The Sponsor shall verify that no findings for recovery have been issued against any member of the Governing Authority. If an unresolved finding for recovery is found, the Sponsor shall require that the member or member(s) must immediately resign from the Governing Authority and such member may not serve until such time that all findings for recovery have been resolved.
- D.** **Conflict-Of-Interest Disclosure.** Each member of the Governing Authority shall annually complete during fall compliance and the School shall keep on file a conflict-of-interest disclosure statement with the School setting forth the names of any immediate relatives, as defined in ORC 3314.02(E)(1), or business associates employed by any of the following within the previous three (3) years:
- The Sponsor;
 - The operator as defined by ORC 3314.02(A)(8);
 - A school district or educational service center that has contracted with the School; or
 - A vendor that is or has engaged in business with the School.
- E.** **Annual Disclosures.** Annually during the fall compliance period or within thirty (30) days of becoming a member, The Governing Authority must provide the following items to the Sponsor:
- Resume or biographical vitae;
 - Signed Annual Conflict of Interest Disclosure Statement which includes a signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).
- F.** **Sponsor Attendance at Governing Authority Meetings.** At all times, the Sponsor's designee shall be granted all rights and privileges associated with being an ex-officio non-voting member of the Governing Authority, but the Sponsor shall not be considered a member of the Governing

Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority. The Sponsor's designee may attend executive sessions for all other reasons. When any Sponsor representative or designee is included in an executive session, he/she will abide by all applicable confidentiality rules.

2.7 Governing Authority Required Training

- A. All Governing Authority members shall complete at least five (5) hours of required training annually conducted by the Governing Authority's counsel, Sponsor, or an entity pre-approved by the Sponsor. Training includes:
- As required by ORC 3314.037, all members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, and other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School, shall complete training on an annual basis on the public records and open meetings laws and provide evidence of completed training to the Sponsor, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d).
 - All members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School must complete annual Ethics training, which may be completed via annual review and approval of the Board's Code of Ethics and Conflict of Interest Policy or as approved by the Sponsor. The evidence of completed training must be provided to the Sponsor as requested.
 - Annually review Roles and Responsibility, Fiscal Management, Community School Governance, Compliance and/or training that addresses relevant subject matter as provided by the Sponsor.
- B. All first-year Governing Authority members must receive the following required training within six (6) months of election or appointment: 1) public records and open meetings laws training, 2) ethics training, and 3) Governing Authority roles and responsibilities. Proof of completion of training shall be provided to Sponsor.

2.8 Governing Authority Compensation

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

2.9 Governing Authority Meetings

The Governing Authority must hold a minimum of six (6) regular meetings per year. The calendar of all regular meetings shall be provided to the Sponsor in writing at the beginning of each school year but no later than August 1 of each school year. Notice of such regular meetings along with all meeting materials shall be provided to the Sponsor at least seven (7) business days prior to the scheduled meeting. The School shall arrange for video or telephonic participation by the Sponsor for all meetings. Notice of additional regular meetings or special meetings must be sent to the Sponsor as soon as scheduled, and in no case with less than twenty-four (24) hours advanced written notice, along with a telephone call invitation. The Governing Authority shall adopt a policy stating how it will notify the public of all meetings and comply with Ohio Open Meetings Laws. Minutes of each meeting must be provided to the Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22. Notices of meetings are not subject to the notice requirements of Section 20.8 of this Agreement.

2.10 Governing Authority Required Committees

The Governing Authority shall create a finance committee and other committees as needed and determined by the Governing Authority. The finance committee shall include the treasurer and shall review all financial related documents, contracts, and expenditures as stated in Section 15 prior to presentation to the Governing Authority for approval.

2.11 Non-Commingling

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. The School's fiscal officer shall be responsible for ensuring that school funds are properly spent and accounted for each month to the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply with this section may result in immediate action by the Sponsor up to and including termination.

Section 3 School Leadership

3.1 Community School Leadership

Principal is responsible for the daily operations of the School. The Governing Authority authorizes Superintendent the on-site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's leadership. If the School has an agreement with an Operator regarding the hiring of personnel, the responsibility for notification may be designated to the Operator. The governing authority will not name any individual or entity as school superintendent, school leader or operator/management company with any unresolved fiscal findings all leadership roles shall follow board approved fiscal controls and accountability.

The organizational structure, management/administration, and Governing Authority relationships must be accurately reflected in an organizational chart attached as Attachment 5. A written narrative that describes the working relationship and responsibilities with each entity and school personnel job

descriptions must be included in **Attachment 5**. Any modification to the organizational structure must be submitted in writing to the Sponsor as a contract modification request prior to implementation.

3.2 Opening

The School shall meet all the Opening and Closing Assurances described in **Appendix 1** and provide required documentation as evidence to the Sponsor, as contained in ORC Chapter 3314 and as modified by the Department, no later than ten (10) business days before the School's first date of instruction in year one of the School's operations. Subsequent years will follow Sponsor reasonable opening requirements provided appropriate notice of such requirements is given to the School in advance. Failure to timely fulfill any material term of the Opening and Closing Assurances shall be considered a material violation of conditions, standards, or procedures provided for in the Agreement and shall be grounds for Sponsor intervention, which may include suspension or termination of this Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in Section 13.3, unless the mission of the School is solely to serve dropouts or the Sponsor is rated "exemplary" for two (2) consecutive years.

3.3 Required Sponsor Training for School Employees

A school personnel member shall attend all required trainings offered by the Sponsor (for which at least fourteen (14) days' notice is provided). Mandatory trainings include an annual August virtual or in-person or a combination of both all-school training/conference and up to six (6) mandatory professional development conferences per year. These mandatory trainings may occur in-person, or through tele-conference or video-conference. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training sessions required by the Department.

Section 4 Sponsor Assurances

4.1 Sponsor Rights to Review

Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor subject to all applicable federal and state laws and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies, and federal and state law and regulations shall, subject to the limitations set forth below, be open to read-only inspection and review and made available in a timely manner to Sponsor officials. The School and Sponsor agree and state that the Sponsor is an authorized representative of a state educational authority and that Sponsor officials have a legitimate educational interests in education records that contain personally identifiable information of a student (provided that such information is redacted) within the meaning of the Family Educational Rights and Privacy Act ("FERPA") and its corresponding regulations. Records include, but are not limited to read-only access the following:

- School policies, and procedures

- Education records, including but not limited to, student cumulative files, and student records including individualized education programs (“IEPs”) and evaluation team reports (“ETRs”) with student personally identifiable information and other protected information redacted;
- Corporate records of the School including governing authority meeting minutes;
- Financial records;
- Educational program, including test administration procedures and student protocols;
- Personnel records, including evidence that criminal background checks have been conducted, with confidential information such as medical information and social security numbers redacted;
- School operations, including health, safety and occupancy requirements; and,
- Inspection reports of the facility or facilities.
- Any corrective action notices, threat of pending law suit or legal proceedings.

4.2 Sponsor Visits to School

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities, except during testing windows. However, except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director’s designee, visits should be prearranged in a professional manner with at least twenty-four (24) hours notice to the School’s leader to avoid needless disruption of the School’s educational and testing process and programming.

4.3 Complaints Received Regarding the School

The Sponsor agrees to notify the School as soon as practicable regarding any substantive complaints about the School that the Sponsor receives, whether verbal or written and whether from the Department of Education and Workforce, Office of Community Schools, directly from an individual, or any other entity. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and shall include information about the substance of the complaint. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response to the Sponsor within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, review of records, interviews with school staff and submission of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory or if the School needs to take further action to resolve the complaint.

4.4 School Health or Safety Issues

The School shall as soon as practicable notify the Sponsor (by email or any other practical and timely method) of any emergency with circumstances requiring School closure, lockdown, or any other action that may affect School health or safety. The School shall provide to the Sponsor a calendar of planned emergency drills including, without limitation, fire, tornado, and lockdown drills.

4.5 Academic Performance, Data Monitoring and Review Process

Annually, the Sponsor will review the School’s most recent report card. The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan (developed

under the Ohio Improvement Process) should be modified based upon the report card data. The School has established multi-year academic improvement goals and targets that are agreed to by the School and Sponsor. These goals may be amended from time to time based upon review of data, such amended goals may be altered after approval by the Sponsor and the Governing Authority. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that may be added during the term of this Agreement. The Sponsor will annually review the performance of the School and may develop with the school additional improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework is attached as **Appendix 2**.

4.6 Sponsor Access to Student Records

The School shall annually make available, information regarding special education and related services for students enrolled in the School to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. The School shall timely make available to the Sponsor, information regarding special education and related services for students enrolled in the School. The Sponsor shall have read-only access and shall use such information exclusively for fulfillment of its oversight and monitoring responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

Section 5 School Assurances

5.1 School Compliance

The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended during the term of this Agreement.

5.2 Minimum number of Students

Provide learning opportunities to a minimum of forty (40) students, subject to the agreed minimum enrollment requirements set forth in Section 13, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building; unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

5.3 Compliance with ORC Chapter 3314.03

Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services),

3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited); 3302.037 (Notification of report card to parents and board), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.5318 (Mental health training for coaches) 3313.5319 (Cash payments at school events), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.6024 (Reporting on prevention-focused programs), 3313.6025 (Instruction on proper interaction with peace officers), 3313.6026 (FAFSA data sharing agreement), 3313.6028 (Literacy curriculum – science of reading), 3313.6029 (Parental notification of assessment results), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.6413 (Free feminine hygiene products), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil; from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 (Establishing Threat Assessment Teams), 3313.6610 (Registration with SaferOH), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.7117 (Individualized seizure action plan), 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), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs), 3319.077-.078 (multi-sensory structured literacy certification), 3319.0812 (Pre-Service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (School record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019); 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person

having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child's attendance at school), 3322.20 (Ohio computer science promise), 3322.24 (High school credit for courses under Ohio computer science promise), 3323.251 (dyslexia screenings), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (Emergency management plans including revisions established via House Bill 404), 5502.703 (Ohio school safety crisis center), and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers' Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time during the term of this Agreement.

Comply with ORC Chapter 102. and ORC 2921.42.

Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3314.6114 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under 3313.603(D) or (F). Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the state board of education under divisions (J)(1) and (2) of section 3313.603 of the Revised Code. Beginning with the 2018-2019 school year, the school shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the Department under division (J)(3) of section 3313.603 of the Revised Code.

If the School is a high school program and will be offering career technical or CBI programs, the plan description for these programs must be included in the educational plan and must comply with the criteria for student participation in ORC 3314.08(H)(2).

5.4 School Annual Report (ORC 3314.03)

Per ORC 3314.03(A)(11)(g), the Governing Authority must submit, within four (4) months after the end of each school year, an Annual Report in a format mutually approved by the Sponsor and the School,

with information required by the Sponsor to include but not be limited to a list of its activities and progress in meeting all applicable report card measures, and the unique objectives of the School's Educational Plan, which are included in Attachment 6 and its progress in meeting academic and non-academic performance goals and standards, its financial status and progress of meeting the goals and standards of this Agreement to the Sponsor, and to the parents of all students enrolled in the School.

Any specific language that the sponsor wants included is to be provided to the school 2 months after the end of the school year. A draft report shall be provided to the Sponsor for review and input at least two (2) weeks prior to the distribution of the Annual Report, provided that all required information has been released (i.e. local report card data). At the request of the Sponsor a representative of the School shall attend a pre-arranged meeting of the Sponsor to present the Annual Report to the Sponsor in detail for discussion.

5.5 Teacher Licensure (ORC 3314.03)

Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 or up to forty hours per week if the school operates a dropout prevention and recovery program and the individual is teaching in an industry recognized credential program pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.

The School will not employ an individual described in ORC 3314.104 with a permanently revoked or denied educator's license in any position.

5.6 Nonsectarian (ORC 3314.03)

Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

5.7 Recognize the Authority of State Agencies

The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations.

The authority of the Department, as the community school oversight entity, to suspend the operation of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor does not take such action.

5.8 Additional Assurance (ORC 3314)

Comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).

If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.52 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.

The School must arrange for providing healthcare and benefits to employees, which may be satisfied through the Operator if the school contracts with an Operator to employ staff.

If the School is an on-line (e-school) or is designated as a blended learning School, it must comply with ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

If the School operates a dropout-prevention and recovery school, it must comply with all provisions of statute and administrative rule and must comply with the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

The School will comply with section 3321.191 of the Revised Code, unless It is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The Governing Authority of the School must adopt an enrollment and attendance policy and ensure that the School enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include periodic notification to parents.

The School's attendance and participation policy will be available for public inspection upon request.

The Governing Authority of the School must adopt a policy and process by which student residence information is verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.

Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless It is either of the following:

- An internet or computer-based community school; or
- A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.

5.9 Statutory References

The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment by the General Assembly. All references in this Agreement to Ohio Revised Code (ORC) Sections shall refer to most current statute as may be amended during the term of this Agreement.

5.10 School Contracts must Contain Right to Cancel

Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew, effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff. Notwithstanding the foregoing, this provision shall not affect any existing contracts or agreements between the School and any third party that precede the date of this Agreement.

5.11 Annual Review of Contract

As organized by the Sponsor, the Governing Authority of the School and the Sponsor must meet at least once yearly, to review the terms and provisions of this Agreement. The Governing Authority and Sponsor may consider modifying the contract if mutually approved by the Parties. Should the Sponsor

request that such meeting take place separate from a regularly scheduled meeting of the Governing Authority, the Sponsor will coordinate with the Governing Authority to schedule said meeting upon the availability of the Governing Authority which shall make reasonable attempts to be available. Such meeting may be subject to Ohio's Open Meetings Act.

5.12 Auditor of State Bond (if applicable)

If the School opened after February 1, 2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.50 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or provide a written guarantee of payment which shall obligate the management company to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.

5.13 School Records

The School agrees to comply with all federal, and state record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All public records shall be readily available for inspection, consistent with law, during reasonable business hours. **The School further agrees to assist the Sponsor in accessing (in a read-only manner) or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to assist the Sponsor in evaluating and monitoring the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); OEDS data, and the Compliance System so that the Sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor. Further, the School agrees to consent and sign any documentation required to grant read-only access to any of the systems. The Sponsor agrees to comply with FERPA and all other laws regarding student privacy and data.**

5.14 Audit documents and Special Audits

The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Office of the Ohio Auditor of State and are statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal year as currently required, or as may be amended by statute during the term of this Agreement.

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

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

The costs of the audit shall be paid by the School. Prior to ordering the special financial audit, the Sponsor shall notify the School Governing Authority of its intention to order a special audit and provide a written explanation as to why such a request is being made. The Sponsor shall give the School thirty (30) days to cure any perceived financial issue prior to ordering the special financial audit.

Section 6 Notification to Sponsor

6.1 Timely Notice

The School shall within twenty-four (24) hours, or as soon as reasonably practicable, notify the Sponsor, the Department, and other appropriate authorities in the following situations:

- The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
- Any complaints filed against the School or Governing Authority by or with any governmental agency.

6.2 Immediate Notice

The School shall immediately notify the Sponsor of any of the following:

- Conditions that may cause it to materially vary from the terms of this Agreement, or applicable Sponsor requirements, or significant and ongoing violations of applicable federal or state law or administrative rule;
- Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities unless such closure is a result of a published governmental order or is for a routine closure (e.g. snow days, delayed start/early release for weather conditions, etc.);
- The arrest, dismissal or resignation of any members of the School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the School shall also provide a written report of the information known at the time of the notification. The School shall also notify the Sponsor if it is made aware of the arrest of any member of the School Governing Authority or School employee for any reason. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required;
- Misappropriation of funds or suspected misappropriation of funds;
- Notice from the Internal Revenue Service or any tax authority related to audits, unpaid taxes or penalties.
- A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;

- A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
- Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, fiscal officer, or any employee of the School with responsibility for fiscal operations or authorized to expend money on behalf of the school.

Section 7 Compliance with Law and Rule

The School shall comply with all applicable federal and state laws, administrative rules, and local ordinances, applicable to community schools.

Section 8 Reports to Sponsor

The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School. Annual reports include, but are not limited to:

8.1 Unique School Objectives

The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan, which is in **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;

8.2 Monthly Financial Reports

Required financial reports including budget and enrollment records on a **monthly basis no later than the 15th of each month** in the format and with attachments prescribed by the Sponsor and pursuant to ORC 3314.023 and 3314.024 as applicable.

Statistical reports including financials, expenditures, income and debt statements, enrollment, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the School in the format including any relevant attachments that the Sponsor requests, **on a monthly basis by the 15th of each month**.

A detailed monthly accounting of the nature and costs of goods and services that the operator provided to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty percent (20%) of the School's gross annual revenues.

8.3 Comply with all Statutory Reporting Requirements

The Governing Authority shall report annually to the Sponsor and the Department of all reporting requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements set forth in ORC 3314.08(B);

8.4 Projected Enrollment

Projected enrollment for the next school year must be included with the Submission of the May 5-year forecast submission to the Sponsor.

8.5 Annual Budget and Five-Year Forecast

Annual School budget approved by Governing Authority pursuant ORC 3314.032 with evidence of Governing Authority approval (resolution) shall be submitted in final form to the Sponsor two weeks prior to submission to the Department (October 31) of each year. The Annual Budget submission to the Sponsor must be accompanied by a resolution adopted by the Governing Authority approving the Annual Budget.

Any adjustments made to the annual budget and approved by the Governing Authority must be submitted to the Sponsor within five (5) days of approval.

Five-year forecasts approved by the Governing Authority are required by Ohio law twice per year. These forecasts, with evidence of Board approval are required to be submitted to the Sponsor two weeks in advance of submission to the Department (November and May).

8.6 End of Year Cash Balance

Provide a report of the end of year cash balance of the school within 30 days of the end of the fiscal year.

8.7 School calendar

No later than April 1, or within thirty days of the local district's release of school calendar, of each fiscal year provide the school calendar for the upcoming school year to the Sponsor and all school districts that provide transportation of students.

8.8 Health and Safety Reports

Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – as required by the Sponsor Opening Conditions.

8.9 Emergency Management Plans

The School shall comply with the requirements outlined in ORC 5502.262 and corresponding administrative rules including the incorporation of a threat assessment plan into the emergency management plan. Annually, by July 1 of each year, the School shall review the emergency management plan and provide all required certifications. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 5502.262 to local responders.

In addition, the School must register with the SaferOhio tip line, or an alternative 24/7 anonymous tip reporting line that meets the standards of ORC 3313.669, and report annually on the number of reports made/received, and will comply with the requirements of ORC 3313.669 to develop a threat assessment team and ensure that all training requirements for the team members have been met; and

Evidence of submission of required documentation must be made available to the Sponsor for compliance purposes.

8.10 Annual Update of Governing Authority Information

Governing Authority membership including member names, contact information, used for official School business, the term beginning and end date, and any office the member holds on the Governing Authority – upon execution of this Agreement and upon any changes in Governing Authority membership.

Governing Authority member conflict of interest disclosures – upon execution of this Agreement and upon any changes in Governing Authority members.

Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School or with the Board's legal counsel. Each Governing Authority member must consent to Sponsor's review and inspection of all background checks.

Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing Authority's expense, on all topics required by law and the Sponsor, including, but not limited to, and the Ohio Sunshine Laws, which includes public records and open meetings. Submissions must be provided to the Sponsor during the spring collection of documentation. . Governing Authority members shall make all reasonable efforts to complete the training during the fall compliance period of each school year as required by law;

Sponsor shall verify that an unresolved finding for recovery has not been issued by the Auditor of State against any member of the Governing Authority, the operator, or any employee of each community school with responsibility for fiscal operations or authorization to expend money on behalf of the School as required by Sponsor Opening Conditions and as updated as necessary throughout the year.

Current Code of Regulations – within ten (10) business days after any material changes.

Current Articles of Incorporation and Statutory Agent Information – within ten (10) business days after any material changes.

8.11 Insurance Certificates

Insurance certification for the school as required by Sponsor Opening Conditions each fiscal year and as may be provided by the Operator if the Governing Authority has an agreement with an Operator.

8.12 School Comprehensive Plan

The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedures regarding internal financial controls by August 1 of the first year of this Agreement and as updated throughout the term of this Agreement.

Section 9 Indemnification of Sponsor

To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns them harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its

respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

Section 10 Sponsor School Dispute Resolution Procedures

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

10.1 Notification of Dispute and Performance

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

10.2 School Violations of Law or this Agreement

If the School is subject to nonrenewal or revocation for any reasons listed in the Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to placing the school on probation or suspending or terminating the School's operation in accordance with Section 19.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send notice as provided in subsection E below.

- A. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor and a discussion with the School, the School shall

develop a corrective action plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to:

1. Review and revise the plan if it is reasonably determined that the plan is not effective in remedying the deficiency.
 2. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time.
 3. Achieve Sponsor requirements; or
 4. Implement its educational program as described in this Agreement after a reasonable period of time, or
 5. Fails to complete two or more required reports by the established deadlines unless such reports have been subsequently submitted or the School has not provided a reasonable explanation to the Sponsor for the delay in the submission.
- B. **Improved Submission.** If the School's report card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures.
- C. **Weekly Monitoring.** The Sponsor may require weekly meetings with the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted. The date, time, and location of all meetings shall be mutually determined by the Parties. The meetings may be in-person or held via tele-conference, or video-conference, as determined by the Parties. The Sponsor may request the Governing Authority President (or other member of the Governing Authority so designated by the President or the Board) who shall reasonably accommodate such requests for telephone or web conference meetings to monitor and review the School's progress.
- D. **Independent Monitor.** If, in the Sponsor's reasonable discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense which expenses and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted, after giving the School an opportunity to cure any perceived deficiencies.
- E. **Procedural Guidelines for School Violations of Law or this Agreement.** Prior to imposing a remedy outlined above, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
1. The sponsor shall provide a phone call or in-person meeting to discuss potential issues that may lead to a corrective action plan or probation.
 2. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 3. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five (5) business days.

4. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in this Section.

The School may call for a special meeting to address any items as mentioned and the sponsor shall attend the special meeting.

10.3 Sponsor Violations of School, Law or this Agreement

If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures as stated in this section. Moreover, if after pursuing all remedies outlined in this section and after providing the Sponsor with a reasonable opportunity to cure, the School Governing Authority may choose to terminate this Charter prior to its expiration, but not before the end of the school year, for failure of the Sponsor to meet its obligations to the School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised Code. Notice of intent to non-renew or terminate the Agreement must be submitted to Sponsor by January 15th of the year the School desires to terminate. The School understands that at the end of that school year, it must immediately close or enter into an agreement with another sponsor upon termination of this Agreement.

10.4 Request for New Sponsor

There is nothing in this Agreement that prohibits the School from submitting a request to enter into a new contract with a new sponsor prior to the expiration of this Agreement pursuant to the provisions of ORC 3314.034; however, the Sponsor requires notice of School's intent to non-renew its Agreement with the Sponsor no later than January 15th of the year of expiration.

Section 11 School Operations

11.1 Governance

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

11.2 Transparency

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

11.3 Contracting with an Operator or Management Company

Pursuant to relevant law, with the approval of the Sponsor, the School may contract with a third-party operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause, performance measures, and a provision or separate assurance as to cooperation with Sponsor evaluations. The operator contract or management agreement, if applicable, is attached as **Attachment 7** and must meet the requirements of the **Sponsor Operator Guidelines Appendix 3** and be approved by the Sponsor. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority and comply with the requirements in Section 15.

Upon receiving Sponsor approval of the operator or management company agreement, the School shall provide a copy of the final signed agreement between the operator or management company and the Governing Authority within **ten (10) business days** of entering into, modifying or renewing any Sponsor approved operator contract, and such contract will become an Attachment to this Agreement.

If the School is considering a change in operator, the Sponsor must be notified and a request for contract modification must be submitted with the proposed agreement identifying the roles, responsibilities, fees and any changes in the educational or operational plan for the School. The request for contract modification along with the proposed operator or management company agreement shall be submitted to the Sponsor in writing **sixty (60) days** prior to the School entering into a new agreement for management. Any change in operator shall require a contract modification approval of the Sponsor, which shall not be unreasonably withheld.

The School shall ensure that it follows applicable law including standards as provided in Section 15.6. The School will ensure that all transactions with the operator are arms-length transactions and in compliance with conflicts of interest policies.

The School shall employ an attorney who shall be independent of the operator. The School shall refer to its attorney for the negotiation of the School's contract with the operator, advice on compliance related matters, and other matters should the School and operator become averse to each other in any particular matter.

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

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

The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, any said entity shall also be independent from the operator.

11.4 Volunteer Requirements

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

Section 12 School Operating Requirements

12.1 Operational Powers

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in Section 12.1 may not be delegated, except to the extent that the School contracts with an operator, in which case the operator shall be responsible to the School.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of the School as provided for in ORC 3314.073(B).

12.2 Evaluations and Trainings

Superintendent/Principal Evaluations. The Governing Authority shall conduct an annual performance evaluation of the superintendent/principal/school leader of the School. The evaluation shall be reported to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the evaluation as part of the School's annual performance evaluation. Notwithstanding the foregoing, the School shall not be required to utilize the Ohio Principal Evaluation System for evaluating the performance of an administrator, unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009", Pub.L. No 111-5, 123 Stat. 115.

Employee Evaluations: The superintendent/principal/school leader or his/her designee shall conduct performance evaluations of the School's certified teachers at least annually. Unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program, the School may, but is not required, to use the teacher and/or principal evaluation systems under Chapter 3319 of the Ohio Revised Code. In addition, the School is exempt from the requirements for teacher employment

and contract requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including requirements and procedures for non-renewal and termination of teacher contracts.

Annual Evaluations of the School by Sponsor. The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal operations and performance of the School. The Sponsor will review the past year's academic report card measures and the most recent report card data for the School. The Sponsor shall also conduct a performance evaluation to determine compliance with the Performance Framework attached as **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct a high-stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance performance, and shall include areas developed by the school that the school feels are important additional indicators of school success over the term of this Agreement. The Sponsor's Performance Framework may be modified from time-to-time upon the mutual agreement of the Parties.

Annual Evaluation of Operator or Management Company. The School shall complete an evaluation of any operator or management company with whom the School contracts annually by December 31 in compliance with the standards set forth and developed by the Governing Authority of the School which shall at a minimum review the operator or management company's compliance with its contract.

The evaluation of the Superintendent and Operator may be combined and completed by the Governing Authority as one evaluation.

12.3 Compliance with Sponsor Requests

The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Department for oversight of the School. This includes, but is not limited to:

- Annual on-site visits conducted by the Sponsor;
- Annual file reviews per checklists provided by the Sponsor;
- School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Department;
- Monthly reviews of financials, enrollment records, and attendance monitoring;
- Access to read-only academic and financial data and data systems;
- Other appropriate requests for information, desk audits, or on-site visits from the Sponsor, the Ohio Department of Education and Workforce or the Auditor of State.

12.4 Transportation

The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to eligible students attending the School. In providing all or partial transportation, the School shall comply and ensure that

its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

12.5 Food Services

The School shall provide free- and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

12.6 Insurance

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

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

All insurance certificates are attached as **Attachment 8.**

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

12.7 Monies to be Set Aside in the Event the School Closes

To ensure precautions are taken in the event of potential closure, the School shall maintain at least one month of operating expenses in its bank account or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a fiscal officer through a potential closure and

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

12.8 Technology

If the School applies for E-Rate funding or if it is otherwise required by law, the School shall comply with all E-Rate requirements.

Section 13 School Grade Levels and Enrollment

13.1 School Grade Levels

The School is authorized to serve students in grade seven (7) through grade twelve (12). The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a Governing Authority approved Community School Contract modification request including evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a modification to this Agreement, approval of the Sponsor, which shall not be unreasonably withheld.

13.2 Student Demographics

As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, compliance with ORC 3314.03(A)(7) and procedures described in **Attachment 9**. The School shall establish a policy regarding the ways the school will achieve racial and ethnic balance reflective of the community it serves and include this in **Attachment 9**. The School shall annually review the racial and ethnic balance of the School and present the results of the review to the Governing Authority.

13.3 Enrollment

The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. However, the School must enroll a minimum of forty (40) students and comply with the admission requirements set forth in ORC 3314.06 and 3314.061.

The School shall limit enrollment of students accepted through the process outlined in Section 13.4 Admissions Procedures, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with applicable state and federal law and policy. If the School utilizes a lottery, the School must ensure that it complies with ORC 3314.06(G) and the school admission and lottery policies.

13.4 Admissions Procedures

The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are specified in **Attachment 9**.

13.5 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

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

13.6 Participation In Additional Programs

No student may be jointly enrolled full-time in the School and another district or community school; however, students enrolled in the School may participate in career and technical education programs and College Credit Plus programs if applicable.

13.7 Expulsion, Suspension and Denial of Admission

The School shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things the types of misconduct for which a student may be suspended, expelled or removed and that due process related thereto and is included in **Attachment 10**. The School's policy and practices shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. These policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

13.8 Continuing Enrollment

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

13.9 Attendance

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

Section 14 School Mission and Academics

14.1 Vision, Mission, and School Goals

The School shall follow the unique vision, mission, focus of the curriculum as set forth in **Attachment 6**, School Education Plan which has been approved by the Sponsor. The education plan shall address the School's mission, academic SMART goals, and Instructional methods. The School shall be measured on their progress toward its goals as detailed in **Attachment 6**, using the attached Sponsor Performance Framework in **Appendix 2**. The School Education Plan must include the school's mission and a description of the learning opportunities offered to students (both classroom-based and non-classroom based). The School Education Plan shall not be modified or revised without prior written consent and approval of the Sponsor.

14.2 Sponsor Academics, Finance, Governance, and Operations Standards

The School shall endeavor to meet or exceed mutually agreed to standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the academic performance after the release of the local report card. The Sponsor Performance Framework is included in **Appendix 2**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to review changes with the School with prior notice and an opportunity for input and discussion any proposed changes.

14.3 Academically Exceptional Students

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

14.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or Dropout Prevention and Recovery Programs

Unless the School operates an on-line (e-school) as identified in Section 1.A of this Agreement, the School's educational program as currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such on-line programs unless necessary for distance learning during periods of school building closure. The school may offer opportunities for online learning that are in addition to the regular in-school curriculum and students may participate in online learning opportunities that are in addition to the students' regular schedule to accelerate learning or to make up credit. This paragraph does not apply to schools identified as on-line (e-schools) in Section 1.

If the School operates a specialized program as identified in Section 1, the School shall comply with the Specialized Program Requirements set forth in **Appendix 4**.

14.5 Curriculum, Instructional Program and Pupil Performance Standards

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Ohio Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

The School shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the nationally normed assessment tools identified in the educational program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor. The School must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor performance standards outlined in **Appendix 2** and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6** by submitting a request for contract modification identifying requested changes to the Education Plan, including but not limited to modifications made to the curriculum, assessment tools, or other material changes to the School's educational model as detailed in **Attachment 6** to this Agreement. Such changes will not be implemented without prior written approval by the Sponsor.

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

14.6 Graduation Requirements

If the school serves High School age students, the School shall develop and submit to the Sponsor for approval a policy setting forth its graduation requirements that align with state graduation guidelines no later than August 1 of each year. In addition, the School must offer students the opportunity to earn diploma seals on their Diplomas.

14.7 English Learners

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

14.8 Education of Students with Disabilities

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

The School agrees to comply with all its policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs, ETRs or 504

Plans are developed or modified, unless such attendance is otherwise excused by parents as permitted by law.

The School shall direct the development and/or modification of any IEPs, ETRs or 504 Plans for special education students enrolled in the School.

The Sponsor or the School may identify from time-to-time changes to the educational program of the School that

- Are reasonably necessary to comply with applicable law for educating students with disabilities, or
- Provide cost savings or other benefits in connection with educating students with disabilities.

After good faith discussion of these changes with the School, the Sponsor shall have the right to require such changes if necessary to comply with law and shall have the right to recommend other reasonable changes on behalf of students with disabilities that coincide with applicable state and federal law.

The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.

Special education supports and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

14.10 Assuring Adequate Yearly Progress

The School shall develop a plan of intervention for all students not found proficient and submit it to the Sponsor for approval.

Section 15 Financial

15.1 Funding

The School must comply with ORC 3314.08 and properly report students into the Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department. The School agrees to update and correct all student participation information in EMIS including, without limitation, the percentage of time factor, the school calendar, the start and end date for student enrollment, student residency information, and any special education information. Should the School receive a notice of overpayment directly or indirectly from the Department resulting from the School's over reporting FTE in EMIS, the School shall notify the Sponsor within two (2) business days of such notice and provide a plan for repayment of any overpayment within thirty (30) business days.

15.2 Financial Reporting

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

The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment 11**. Each year of this Agreement, on or before **June 30**, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for

each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per-pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC 3314.08. The Financial Plan must describe the School's financial controls.

15.3 Fiscal Officer

The Governing Authority shall designate a fiscal officer who is responsible for fiscal operations of the School. The governing authority will not name any individual or entity as fiscal officer or treasurer with any unresolved fiscal findings. **All money received by the School shall be placed in the custody of the fiscal officer.** The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the State, conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the School's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the Licensed fiscal officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it, and its designated fiscal officer, are fully compliant with the Auditor's office including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the School has contracted and must control all School funds. The Department will not approve any waivers to allow the operator or management company to provide fiscal officer services. The Governing Authority must contract with an independent fiscal officer. A copy of the bond in the minimum amount of \$25,000 is attached with a copy of the fiscal officer contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

The fiscal officer shall participate in all pre-audit and post-audit conferences with the Auditor of State and shall notify the Sponsor in advance of all conferences so that the Sponsor may participate in the conferences. This provision must be included in the fiscal officer's contract with the School's Governing Authority that the Governing Authority enters into after execution of this Agreement.

The fiscal officer shall work with the School's finance committee which shall be a committee of the Governing Authority. The finance committee shall review all contracts, budgets, forecasts, federal fund plans and expenditures (plan before expenses), disbursements, and monthly financial documents to ensure that the school remains fiscally viable and that it follows the annual budget and forecasts. The finance committee shall review any changes or modifications contracts, budgets, forecasts, and , federal fund plans and expenditures (plan before expenses).

If the School should be declared unauditible under ORC 3314.51, the Governing Authority shall suspend and replace the fiscal officer and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the fiscal officer and/or fiscal officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the fiscal officer shall deliver all financial and enrollment records to the Sponsor within thirty (30) days of the Schools Closure.

The School shall work with their fiscal officer to meet all requirements for the School's opening, fiscal operations and closing if required. If the fiscal officer fails to provide the records in a timely manner, or fails to faithfully perform any of the fiscal officer's other duties, the Sponsor has the right to take action against the fiscal officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings for recovery by the Auditor of State against the fiscal officer.

15.4 Fiscal Services Agreement

The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all financial related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remains authorized to complete the closure process of the School. In addition, any fiscal agreements entered into after execution of this Agreement must require the fiscal officer to attend finance committee meetings, a minimum number of governing authority meetings by phone or in person, and participate in pre- and post-audit meetings. The fiscal officer's agreement is attached with the fiscal officer bond as **Attachment 12**.

15.5 Bonds

ORC 3314.029(C) – Bond. The Sponsor may with thirty (30) days written notice to the Governing Authority, require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure; is grounds for immediate termination of the Agreement.

ORC 3314.50 - Bond. If the School was opened after February 1, 2016 and is required to post a \$50,000 bond or written guarantee pursuant to ORC 3314.50, the School shall maintain the Bond or written guarantee with the Auditor of State. The School acknowledges that the Sponsor as a state agency cannot provide a written guarantee on behalf of the School.

15.6 Financial Policies

The School shall follow applicable law, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-

length negotiations and arrangements and conflicts of interest. The School's treasurer shall assist in drafting policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review the School's compliance with policies and procedures.

15.7 Budget

On or before **October 15** of each year, the School shall submit to the Sponsor its proposed balanced budget for the current school year along with a resolution approving the budget for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. The School's annual budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with **ORC 3314.032** and the Department Guidance. If the School has entered into a contract with an operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 10.

15.8 Enrollment Projections

The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year with the submission of the May 5-year forecast submission. The estimate is subject to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, advise the School of its financial status, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

15.9 Contracting

The School is authorized to enter into contracts for services pursuant to Ohio law. All contracts in excess of \$5,000 shall be approved during a public meeting and provided in materials to the Sponsor.

The School shall not enter into any contract that does not contain a total contractual amount or states that the contract "shall not exceed" a specified dollar amount that is included in the annual budget or five-year forecast as approved by the Governing Authority. All contracts must be reviewed by the Governing Authority's finance committee.

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

The contract acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under the agreement.

Any financial obligations of the School arising out of this Agreement are subject to annual appropriation by the Governing Authority.

15.10 Annual Audit

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

15.10 Loans

The School shall not obtain any loans without Sponsor approval and Governing Authority approval of the application during an open meeting. The Governing Authority may not permit an application for a loan to be submitted without prior approval by the Sponsor and Governing Authority approval and vote during a public meeting.

The School shall not obtain loans or funding that encumbers state foundation payments or federal grants without prior Sponsor approval which approval shall not be unreasonably withheld, conditioned or delayed.. No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without Sponsor approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Should the School seek a loan from the School's operator or management company, the School must obtain approval from the Sponsor and provide evidence that said loan is in the best interest of the School. The fiscal officer must oversee the repayment of the loans and obtain a written loan agreement with interest at the fair market rate and include a date by which the loan is due and payable.

15.11 Fiscal Year

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

Section 16 Employees of the School

16.1 Employment of Teachers

At least one (1) full-time or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed to work in the School. The full-time classroom teachers and part-time classroom teachers working more than twelve (12) hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve (12) hours per week in the School pursuant to ORC 3319.301. If the school operates a dropout prevention and recovery program a non-certificated person may teach in an industry recognized credential program up to forty (40) hours

per week pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using title I or Title II-A funds, the schoolwide students to full-time equivalent classroom teacher ratio shall be no more than 25:1 based upon the State Operating Standard OAC 3301-35-05(A)(3). The School may employ non-teaching employees. Prior to the opening day of the School each year, the School will provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a sufficient number of teachers to support the state teacher/student ratio and all courses and/or grade levels taught at the School. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Agreement, no contract of employment shall extend beyond the expiration of this Agreement. The School shall provide the Sponsor with the roster and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School.

16.2 Employee Status

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

16.3 Criminal Records Check/Background/Fingerprinting

The School shall establish and implement procedures for conducting background checks (including a check for criminal records) for all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORC 3314.41, 3319.31, 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

16.4 Employee Benefits

The School must provide health and other benefits to all full-time employees, as set out in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time; however, all such amendments shall be provided to the Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 13** 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 Agreement.

If the School is the recipient of moneys from a grant awarded under the Federal Race to the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School will pay teachers based upon performance in

accordance with ORC 3317.141 and will comply with ORC 3319.111 of the Revised Code as if it were a school district.

16.5 Required Training for Teachers

Each person employed by the School as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.

Section 17 Sponsor Fee

The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay the Sponsor a fee of three percent (3%) of the total amount of foundation payments received each year by the School from the State of Ohio. The fees are calculated from the Department issued community school settlement report identifying the amount of state funds paid to the School for the invoice period. The sponsor fees shall be identified on the School's settlement statement and the School agrees to permit the Ohio Department of Education and Workforce automatically deduct the sponsor fee from the School's base foundation payments each month. Payments shall be made by the 30th day of each month, except for February which shall be on the 28th day. Failure to make required payments may result in the Sponsor placing the School on probation, suspension or termination pursuant to the terms of this Agreement.

In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority agrees to pay the Sponsor the amount of the sponsorship fee underpayment. Any overpayment of underpayment will be paid following the Department of Education and Workforce's final fiscal year adjustments known as "final number 2".

Section 18 School Facility

The School is authorized to locate and operate at 18450 South Miles Road, Warrensville Heights, 44128. If the location is leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or delayed, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end

or termination of the School's Community School Contract or some other contractual protection so that the School does not get burdened with the lease if it loses the Community School Contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

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

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 4.1 of this Agreement.

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

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

Section 19 Renewal of Sponsorship Process

19.1 Timeline and Format

The School shall submit its application for continued sponsorship in compliance with the timeline and format published by the Sponsor on its website; and such application shall be made available at least sixty (60) days prior to the date on which the application is due. All applications are subject to the Sponsor completing a high stakes review pursuant to Section 12.2 of this Agreement and review of the School's score over the term of the Community School Contract on the Sponsor's performance framework evaluation as described in Section 12.2. The Sponsor shall provide a decision to the School on the application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to deny an application or not to accept an application, it shall detail the reasons in its letter to the School.

19.2 Application Contents

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

19.3 Criteria for Applications or Non-Renewal and Revocation

The Sponsor may terminate, revoke or deny renewal or an application for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the School to meet renewal criteria, or material breach of this Agreement.

All applications must be submitted within the timeframe stated in the application and must be complete. No incomplete applications will be accepted. All application materials will be provided to the School sixty (60) days before the due date.

19.4 Non-Renewal Appeal Procedures

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

If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

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

statute, in the event the School is closed. Any refusal by the School to cooperate fully with the Sponsor will be considered a material breach of this Agreement and may serve as the basis for any other injunctive relief.

19.5 School-Initiated Closure, Non-Renewal, or Termination

Should the School choose to terminate or non-renew this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor. Notice of intent to non-renew or terminate the Agreement must be submitted to Sponsor by January 15th of the year the School desires to terminate. The School understands that at the end of that school year, it must immediately close or enter into an agreement with another sponsor upon termination of this Agreement. If closure is the direction, the School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

19.6 Dissolution

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to:

- The return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 19.7 below; and,
- Provide student records to the traditional districts where the students reside or transfer of records to the schools where the student is now enrolled.
- Provide Sponsor with the School's asset report showing all assets purchased with public funds, all assets purchased with non-public funds, all assets purchased with non-public funds, all assets purchased with Federal Funds, and the ownership of any and all items used by the School.
- Provide Sponsor with the Transcripts of all students graduating at any time during the existence of the School. Only the transcripts of graduates shall be provided electronically to the Sponsor
- Provide Sponsor with a copy of all required closure documents including information regarding the distribution of assets and school records.

School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School. School personnel may be requested to convene meetings with parents at the Sponsor's reasonable request and counseling with students to facilitate appropriate reassignment. The School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

19.7 Distributing Assets of School

The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the School's Articles of Incorporation in distributing the assets of the permanently closed school.

Section 20 Recitals

20.1 Order of Precedence

In the event of any conflict among the organic documents and practices defining this relationship, this Agreement shall take precedence over policies of either party. The Application and policies of the School and mutually-acceptable practices developed during the term of the this Agreement shall take precedence over the Application.

20.2 Amendments

This Agreement may be amended or modified to reflect changes in Ohio Revised Code, Ohio Administrative Code or any federal regulations. Such amendments will be submitted to the School's Governing Authority by the Sponsor and shall specify the provisions being amended and the corresponding references in Ohio Revised Code, Ohio Administrative Code, or any federal regulations.

At the School's request, the Sponsor may approve modifications of the School's academic goals and objectives based upon school academic progress. Such changes or amendments to the School's academic goals and objectives must be approved by the Sponsor and the School's Governing Authority.

Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the School Governing Authority and executed by authorized representatives of the Parties.

20.3 Merger

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

20.4 Non-Assignment

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

20.5 Governing Law and Enforceability

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Ohio. If any provision of this Agreement or any application of this Agreement to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Agreement to reflect such changes.

20.6 No Third-Party Beneficiary

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School subject to Section 10 of this Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action

whatsoever by any other third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

20.7 No Waiver

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

20.8 Notice

Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one (1) day after deposit with a nationally recognized overnight courier, or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the addresses set forth below. Either party may change the address for notice by giving prior written notice to the other party.

| | |
|--|--|
| Sponsor: Office of Ohio School Sponsorship Ohio Department of Education and Workforce 25 South Front Street Columbus, Ohio 43215-4183 | School: Governing Authority T2 Honors Academy 18450 South Miles Road Warrensville Heights, Ohio 44128 |
|--|--|

20.9 Severability

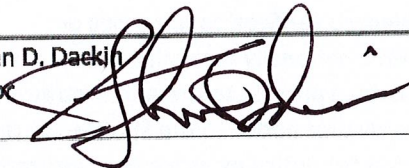
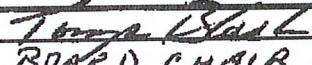
If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both Parties in accordance with the terms contained herein.

20.10 Interpretation

- **Standards of Compliance.** In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsored schools.
- **Business Days.** As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the State of Ohio are closed.
- **Counterparts; Signature by Facsimile or e-Signature.** This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile or by electronic signature by either of the Parties shall have the same effect as original signatures.

- Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement; second, the Attachments; and, last the Application.

Executed by the following on the dates provided below.

| Ohio Department of Education and Workforce | School |
|---|--|
| Stephen D. Daekin Director  | By:  Its: BOARD CHAIR |

Appendices

| | |
|--------------------|--|
| Appendix 1: | Sponsor Opening and Closing Assurances |
| Appendix 2: | Sponsor Performance Framework & Current Local Report Card |
| Appendix 3: | Sponsor Operator Guidelines |
| Appendix 4: | Specialized Education Model Requirements |

Attachments

| | |
|-----------------------|---|
| Attachment 1: | Articles of Incorporation and Appointment of Statutory Agent |
| Attachment 2: | Tax Exempt Determination Letter |
| Attachment 3: | List of Governing Authority Members names and contact information. Conflict of Interest Policy and Description of How Governing Authority Members are Selected in the Future (unless these processes are included in the Bylaws (Attachment 4) |
| Attachment 4: | Code of Regulations (Bylaws) |
| Attachment 5: | Organizational Chart & Job Descriptions |
| Attachment 6 | School Education Plan including Contract Goals |
| Attachment 7: | Operator Contract or Management Agreement |
| Attachment 8: | Insurance Certificates |
| Attachment 9: | Enrollment Preferences, Selection Method, Timeline, and Procedures |
| Attachment 10: | Admission, Withdrawal, Suspension and Expulsion Policies and Procedures |
| Attachment 11: | Financial Plan (Five Year, Year One Budget and Narrative) |
| Attachment 12: | Fiscal Officer Bond and Fiscal Officer Contract |
| Attachment 13: | Employee Benefits |
| Attachment 14: | School Facility Description and Fully Executed Mortgage or Lease |

Appendix 1

Appendix 1
School Opening and Closure Assurances

As T. Honors Academy the School Governing Authority President/Chairperson of T. Honors Academy I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As T. Honors Academy the School Governing Authority President/Chairperson, if but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints DR. INDIA FORD (school leader is customarily recommended as designee), as Designee, to coordinate the opening and 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 and all records are documented and submitted as required.

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 responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for costs associated with closure.

Acknowledged and agreed to by the following parties:

Tony Bland
Governing Authority

4.1.24
Date

Treasurer
[Signature]
Designee

Date
4.1.24
Date

India Ford, Superintendent
Print Designee Name/Title

Appendix 1
School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of T2 Honors Academy certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if T2 Honors Academy should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints Dr. India Ford (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and 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 and all records are documented and submitted as required.

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 responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Patricia Holt
Treasurer

Date

4/2/24
Date

Designee

Date

Print Designee Name/Title

Appendix 1
School Opening and Closure Assurances

As J2 Honors Academy the School Governing Authority President/Chairperson of J2 Honors Academy certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As J2 Honors Academy the School Governing Authority President/Chairperson, if J2 Honors Academy should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints Dr. India Ford (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and 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 and all records are documented and submitted as required.

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 responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for costs associated with closure.

Acknowledged and agreed to by the following parties:

Tom Black
Governing Authority

4.1.24
Date

Treasurer

4.1.24
Date

India Ford
Designee

4.1.24
Date

India Ford, Superintendent
Print Designee Name/Title

Appendix 2

Appendix 3

Operator/Management Company Agreement Guidelines

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

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

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

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1



| DATE | DOCUMENT ID | DESCRIPTION | FLING | EXPED | PENALTY | CERT | COPY |
|------------|--------------|------------------------------------|--------|-------|---------|------|------|
| 12/10/2013 | 201334301828 | DOMESTIC ARTICLES/NON-PROFIT (ARN) | 125.00 | .00 | .00 | .00 | .00 |

Receipt

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

**NDIA R. FORD
6811 MAYFIELD ROAD - #1478
MAYFIELD HTS., OH 44124**

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
2251739**

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

T2 HONORS ACADEMY

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

**Document(s):
DOMESTIC ARTICLES/NON-PROFIT**

**Document No(s):
201334301828**

Effective Date: 12/06/2013



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
10th day of December, A.D. 2013.

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)

2013 DEC 6 PM 9:28

First: Name of Corporation T² Honors Academy

Second: Location of Principal office in Ohio
City Mayfield Heights Ohio State
County Cuyahoga

Effective Date (Optional) 11/21/13
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
School Charter

****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.


Signature

By

Tadia R. Ford
Print Name

Signature

By

Print Name

Signature

By

Print Name

Attachment 2

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 18 2016**

T2 HONORS ACADEMY
18450 S MILES RD
WARRENSVILLE HEIGHTS, OH 44128-4236

Employer Identification Number:
46-4458417
DLN:
17053188344016
Contact Person:
DONALD G HERRING ID# 31171
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 1, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947

T2 HONORS ACADEMY

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper", with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Attachment 3

Urban Achievement Initiative
Cleveland, OH

18450 South Miles Road
Warrensville Heights, Ohio 44128

| TITLE | BOARD MEMBER |
|----------------------|---|
| Board Member | Sylvia Aziz 5148 Theodore Street Maple Heights, OH 44137 216-256-7836 alima.aziz6@gmail.com |
| Board Vice President | Tonya Black 21414 Hillgrove Avenue Maple Heights, OH 44137 216-6663-7403 lady4tools@yahoo.com |
| Board President | Adrienne Carr 5150 Theodore Street Maple Heights, OH 44137 216-440-1563 mslynn528@yahoo.com |
| Board Member | Velma Phillips 5592 Kenton Avenue Maple Heights, Ohio 44137 216-394-7208 Vphillips01@hotmail.com |
| Board Member | Latasha Glass 440-444-5659 Glass89@gmail.com |

Attachment 4

**Bylaws
of
T2 Honors Academy**

**Article 1
Offices**

Section 1. Principal Office

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

Section 2. Change of Address

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

New Address:

Dated: _____, 20

New Address:

Dated: _____ 20

New Address:

Dated: _____ . 20

Section 3. Other Offices

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

Article 2 Nonprofit Purposes

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

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

AMENDMENT: Said organization is organized exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations that qualify as exempt organizations described under section 501c3 of the Internal Revenue Code, or corresponding section of any future federal tax code.

Section 2. Specific Objectives and Purposes

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

Article 3 Directors

Section 1. Number

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

Section 2. Qualifications

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

Section 3. Powers

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

Section 4. Duties

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- b. Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
- c. Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly;
- d. Meet at such times and places as required by these Bylaws;
- e. Register their addresses with the Secretary of the corporation, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.
- f. As a board member, you are required to attend at least 10 meetings; in the event of an emergency a maximum of 3 meetings are excused and two meetings can be done by telecommunication other than texting. If a board member must do the latter, s/he will do this without pay and will be a non-voting member at the meeting.
- g. All appointed board members must submit a BCI/FBI within 30 days of their appointment.
- h. All newly appointed board members and veteran board members who have not completed their Sunshine Law and code of ethics training, must do so within 30 days of their new appointment. All veteran board members must have their certificates renewed prior to the license expiring.

Section 5. Term of Office

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

Section 6. Compensation

Directors shall serve without compensation except that a reasonable fee may be paid to directors for attending regular and special meetings of the board in the amount of \$100 and not to exceed \$125/meeting. In accepting this payment, board members would be required to participate in recruitment efforts, fundraising efforts for school sustainability, communication distribution, etc. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties upon approval of the board for said purchases and purchase should not exceed \$70.

Section 7. Place of Meetings

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

Section 8. Regular Meetings

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

Section 9. Special Meetings

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

Section 10. Notice of Meetings

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

- a. **Regular Meetings.** The Secretary Shall give notice of every Board meeting including the Annual Meeting, to each member of the Board, designating the time and place of such meeting. In addition, the Secretary shall post a copy of the notice of all meetings in a prominent place on the school premises and on local community bulletin boards (such as library, city hall or community center), and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the cost of mailing. Notices shall be given not more than (10) days nor less than (3) days prior to the date of such meeting.

- b. **Special Meetings.** At least one week prior notice shall be given by the Secretary of the Corporation to each director of each special meeting of the board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, by facsimile machine, or by email, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting. Telecommunication is a last resort. If a board member must listen via phone, they forfeit their voting rights for that meeting.

- c. **Open Meetings.** Meetings of the Board shall be open to the public, unless the Board votes, in open session to hold an executive session for the same reasons and in compliance with laws applicable to elected bodies within the State of Ohio.

- d. **Executive Sessions.** The discussions held during an executive session shall be confidential. The Board shall comply with the Sunshine Law along with any contract with a given sponsor. (R.C. 121.122) and the Public Records Act (R.C. 149.43)

- e. **Waiver of Notice.** Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the Articles of Incorporation, these Bylaws or the law of this state, a waiver of notice in writing signed by the directors, whether before or after the time of the meeting shall be equivalent to the giving of such notice.

Section 11. Quorum for Meetings

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

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

Section 12. Majority Action as Board Action

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

Section 13. Conduct of Meetings

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

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

Section 14. Vacancies

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

Any director may resign effective upon giving written notice to the President of the Board, the Secretary or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation.

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

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

Section IS. Nonliability of Directors

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

Section 16. Indemnification by Corporation of Directors and Officers

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

Section 17. Insurance For Corporate Agents

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

Article 4

Officers

Section 1. Designation of Officers

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

Section 2. Qualifications

Any director may serve as officer of this corporation.

Section 3. Election and Term of Office

6

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

Section 4. Removal and Resignation

Any officer may be removed either with or without cause, by the Board of Directors at any time. Officers may be removed from office for repeated failure to attend meetings of the Board, maximum of 3 board meetings in a Board calendar year; failure to perform duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit T²Honors Academy; or for any other cause deemed sufficient by affirmative vote of the members of the Board. The board member to be removed shall be given fourteen (14) days notice of the proposed action, and an opportunity to address the Board prior to the Board voting on the proposed removal. The decision of the Board is final. The remaining board members shall nominate and elect a Board member to complete the remainder of the term of the removed officer. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

Section 5. Vacancies

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

Section 6. Duties of President

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or

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

Section 7. Duties of Vice President

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

Section 8: Duties of Secretary

The Secretary shall:

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

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

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

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

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

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

Section 9. Duties Of Treasurer

The Treasurer shall:

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

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

Render to the President and directors, whenever requested an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared and certify, or cause to be certified, the financial statements to be included in any required reports.

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

Section 10. Compensation

The stipend of the officers, if any, shall be fixed from time to time by resolution of the Board of Directors. In all cases, any stipends received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation. Payment will be either directly deposited or members will be provided a hardcopy check for serving as a board member. New members will not receive their first payment until after the meeting where they are voted in as a member.

Article 5 Committees

Section 1. Executive Committee

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

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

Section 2. Other Committees

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

Section 3. Meetings and Action of Committees

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Board of Directors or the committee. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

Article 6

Execution of Instruments, Deposits and Funds

Section 1. Execution of Instruments

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

Section 2. Checks and Notes

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

Section 3. Deposits

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

Section 4. Gifts

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

Article 7

Corporate Records and Reports

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office:

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

Section 2. Periodic Report

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

Article 8

IRC 501(c)(3) Tax Exemption Provisions

Section 1. Limitations on Activities

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by section 501 (h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these Bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c)(3) of the Internal Revenue Code or shall be, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. Prohibition Against Private Inurement

No part of the net earnings of this corporation shall inure to the benefit of, or be distributed to, its members, directors or trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation,

Section 3. Distribution of Assets

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

Section 4. Private Foundation Requirements and Restrictions

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

Article 9

Amendment of Bylaws

Section 1. Amendment

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

Article 10

Construction and Terms

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

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

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

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

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws consisting of 13 preceding pages, as the Bylaws of this corporation.

AMENDED Bylaws Approval Date: 8/29/23

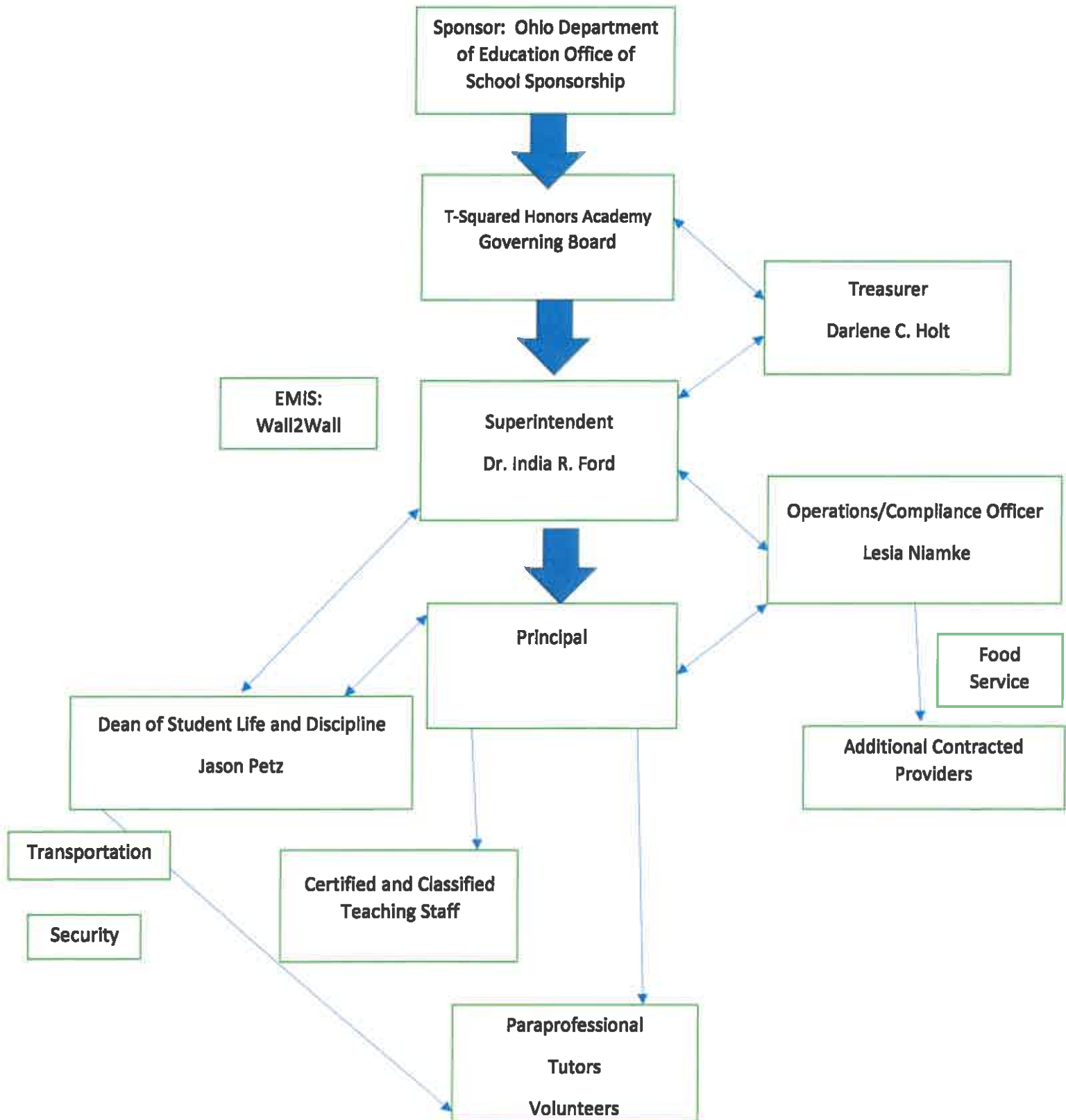
Board of Directors:

Tanya Black (print)
Adrienne Carr
Sylvia Aziz
Velma Phillips
Latasha Glass

Tanya Black (signature)
Adrienne Carr
Sylvia Aziz
Velma Phillips
Latasha Glass

Attachment 5

ATTACHMENT 12: T-Squared Honors Academy Organizational Chart



NARRATIVE DESCRIPTIONS OF THE ORGANIZATION

SPONSOR

The sponsor is the oversight monitoring organization to ensure students are being provided a good education. The Governing Board, Treasurer and Superintendent work closely with the sponsor to be sure that compliance items are completed and the school remains in good standing.

GOVERNING BOARD

T-Squared Honors Academy Governing Board currently exists to provide strong strategic leadership to the school. The Board will ensure accountability and integrity of the programs educational and financial performance through the approval/decline of developed policies that guide the direction of the school.

There will be 3 core functions of the Governing Board to lead the school to success:

- CORE FUNCTION #1: The Board will ensure that there is clarity provided to all stakeholders on the vision, ethos and strategic direction of the school and its programs.
- CORE FUNCTION #2: The Board will be responsible for holding administrative leaders accountable for the educational performance of the organization and its pupils, and the performance management of staff
- CORE FUNCTION #3: The Board will oversee the financial performance of the organization and making sure its money is well spent

See School Governance information after page 4 of this document.

TREASURER

HOLT TREASURY SERVICES, LLC, T-Squared Honors Academy appointed school treasurer, will be entrusted with protecting the fiscal health of the school program. She will be responsible for all accounting, payroll and financial reporting for the school including: payroll and benefits, accounts payable and receivable. Darlene Holt has and must maintain the appropriate certifications to serve as the Chief Financial Officer. She must work closely with The Superintendent, as a fiscal partner in monitoring spending practices and allowances for the program and then must report directly to the Board of Directors to provide all necessary treasury reporting. The treasurer and superintendent are the only two district employees who must report directly to the Board of Directors.

The Treasurer will be responsible for the preparation of the annual budget, the five year forecast

and the publication of the fiscal annual report. They will also be responsible for attending board meetings to discuss the fiscal health of the school. By law, the Board of Directors must adopt a budget by September 30 of each year. Copies of the school's budget will be available to the general public along with all board approved minutes.

The Treasurer will also be responsible for working with the state auditors to assist in our annual state audit. These statements include financial statements, budget statements, and statistical information about the school and the services and programs it provides. Copies of the school's financial statements are also available to the public in financial reports provided to the Board of Directors.

SUPERINTENDENT/PRINCIPAL

T-Squared Honors Academy's superintendent will oversee the daily operations and the long-range planning of the school program. S/he will serve as the point person for all district matters, as well as to supervise school principals and district staff, work with the Board of Directors and Treasurer. The schools' superintendent will be responsible for hiring staff, solving problems, working with parents as well as the community and lobbying for additional resources, when needed. The person who will be selected for this position must have strong communication and interpersonal skills. The superintendent/principal will report directly to the Board of Directors.

COMPLIANCE/OPERATIONS OFFICER

The operations manager will report directly to the superintendent on the day to day needs of the school program. The Compliance/Operations Officer of the school will help to maintain general discipline in the school and will be involved in the areas of building management, safety and security, and logistics support. They will assist in the development of the schoolwide discipline plan, implement and enforce the discipline policy of the school, including maintaining and analyzing disciplinary records and data of students. The Compliance/Operations officer will oversee the building management of the school and they will be the liaison with contractors on building maintenance, improvement work and cleanliness of the school. In addition, they will work with teachers in the management of student affairs which include supervising students during school activities and going on home visits.

CONTRACTED INDIVIDUALS

Wall2Wall contracted services will work with the Superintendent on EMIS coordination and student information systems.

Fredricks Wine & Dine—Contracted food services will report directly to the compliance officer.

J&F Transportation/Traditional School Transportation—Transportation services will report directly to the Dean of Students.

DEAN OF STUDENT LIFE

The dean of student life will be focused on the overall activities of the school for students. They will plan field trips, organize incentives and awards ceremonies, develop and implement student organizations such as peer mediation groups and clubs. The selected Dean will also be responsible for discipline. The Officer will be responsible for reviewing and maintaining security and safety of the school premises and property, including the establishment of security and safety procedures and the conduct of emergency exercises The Dean of Students report to the principal.

CERTIFIED/CLASSIFIED STAFF/PARAPROFESSIONALS

Certified and classified staff will be responsible for the consistent administration of the educational plan and mission of the school. They will be charged with assessing and analyzing data to support the needs of their students. The staff reports to the Dean and principal of the school.

Attachment 6

2024-2025 Renewal School Application

Attachment 3

Education Plan Template

Please refer to the information below when completing the Education Plan sections. Each section provides guidance and identifies requested information relative to each application/question content area. The Education Plan should be no more than twenty-five (25) 8 ½ x 11" pages with one inch (1") margins and font no smaller than size 10.

EDUCATION PROGRAM, PHILOSOPHY, AND CURRICULUM

Education Philosophy

State the educational philosophy that encompasses the vision, values and purpose for which the proposed school is being founded. Provide a statement including how the philosophy will be communicated to teachers, families, students, staff, the community and stakeholders.

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

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

EDUCATIONAL PHILOSOPHY

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

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

Academy desires to graduate those who believe that they can make a difference in society and begin a strong push for the change that our society needs.

1. Staff/Teachers—Orientations, instructional PD's, Observations, individual discussions and meetings

2. Families

The philosophy is communicated to parents via parent meetings, email communication, parent/ teacher conferences and letters sent home. OneCallNow announcements, a call announcement, to parents on a weekly or biweekly schedule helps keep parents in the know about what is going on in the school.

3. Students

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

4. Community and stakeholders

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

Educational Programming

Describe the schools educational programming and the instructional materials that will be used to implement the curriculum.

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

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

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

- Students will design a chronological black history museum with tri-folds that highlight the different trials and tribulations of the culture. In addition, students will have to critically analyze

the impact of various legislations rendered to keep African American or other minority populations inferior. Students will also analyze and discuss how each era impacted the African American people. The museum will include Life in Africa, The African Slave Trade, The Middle Passage, Slavery, The Civil War, Reconstruction, Jim Crow, The Harlem Renaissance, The Great Depression, WWI, The Civil Rights Movement, WWII, and African Americans today.

- Students will compare and contrast the views of today to the views that existed during the Jim Crow era.
- Students will write narratives based on the era for which they were interested most.
- Students will research one of the era's and write a 5 paragraph essay explaining its significance to the growth of the African American people.
- Students will use the writing process-brainstorm, outline, 1st draft, 2nd draft and final draft- as their guide in completing essay.
- Students will develop a survey instrument to measure the perspectives on racism in their community.
- Once surveys are completed, students will analyze data and draw conclusions about their community.
- Students will then formulate a plan to address the issues and take steps to bring about awareness of their actions to make changes.

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

FOCUS OF THE CURRICULUM

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

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

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

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

Pacing guides assist in guiding the teachers in their understanding of ODE standards and supports their need to ensure they remain vigilant in teaching the required standards.

Describe how the education program will serve the diverse needs of the individual students (provide evidence and explicit research citations or other data that was reviewed by the school in selecting the educational program (this research and data should include information related to how the program and practices will result in improved student outcomes, high academic achievement and the attainment of knowledge, skills and experiences that ensure college and career readiness:

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

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- Students will compare and contrast the views of today to the views that existed during the Jim Crow era.
- Students will write narratives based on the era for which they were interested most.
- Students will research one of the era's and write a 5 paragraph essay explaining its significance to the growth of the African American people.
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- Be more effective than traditional instruction for preparing students to integrate and explain concepts.
- Be especially effective with lower-achieving students. " (Buck Institute for Education, 2013)

ASSESSMENT CULTURE: Our staff does weekly and quarterly assessments to guide their instruction. It is outlined in our improvement plan. (see *Attachment 25: School Improvement Plan*)

OTHER COMPREHENSIVE METHODS TO ADDRESS THE WHOLE CHILD:

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

Risk/Students with Disabilities-All resources used by educators during station activities are created to allow students to move at their own pace. If students must move slower, the activities within the center will allow them to work at their level. Special populations such

as students with disabilities or students who are At-Risk benefit from such a program because it is leveled by the assessment results the students receive. So, students start where they are and move forward based on their abilities. All students who perform below grade level will be placed on an academic plan. The Science of Reading will be used to support reading improvements as well. Tier 2 and 3 students will be targeted for reading interventions and academic plan creation.

| Tier | Benchmark | Expected % | Intervention(s) |
|----------|---|------------|--|
| Tier I | On Grade Level: Falling behind in the mastery of subject area standards | 30% | <ul style="list-style-type: none"> ● Differentiation inside the classroom within the core curriculum |
| Tier II | 1-2 Years Behind: Needs additional intervention to either remediate uneven learning or master standards | 50% | <ul style="list-style-type: none"> ● Supplemental instruction in fundamental skills ● Extra help or tutoring to master standards ● Small-group repetition ● Weekly ongoing assessment of skills to monitor progress ● Mandatory after-school tutoring |
| Tier III | More Than 2 Years Behind: | 20% | <ul style="list-style-type: none"> ● Small group intensive intervention in core skills ● One-on-one instruction ● Daily assessment of skills to monitor progress ● Mandatory after-school tutoring ● Mandatory Saturday school |

Advanced Learners—All resources used are created to allow students who are more advanced to move at a quicker pace. Currently, there are advanced tutoring classes for math built into the schedule.

Minority Youth—The various resources used to support our curriculum uses multiple avenues to reach minority youth including having reading and math problems in different languages. For example, Reading A-Z is not only leveled to allow for students to move at their own pace, it offers reading books in Spanish, French and other languages for our English as a Second Language students.

MEASUREMENT: Students growth would be measured based on a pre-assessment in the beginning of the year to determine the academic strengths and weaknesses of students on Ohio State Standards. Teachers will be required to use the IReady assessment program for 7th and 8th grade to conduct bi-weekly mini-assessments to continue obtaining data on the growth of the students. Teachers will be required to create standards based centers for each station in the afternoon that are aligned with the weaknesses shown on the IReady assessments. At the high school level, students will be assessed on a preassessment used from the state testing website and post tested using the same assessment. In between the pre and post assessment will be ongoing biweekly assessments to gather actionable data for tiered students.

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

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

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

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

Evidence that the educational program supports improved student outcomes:

Evidence is important to the improvement of an educational program in order to better support the needs of the students. Comparing the 2022 and 2023 school years, since the COVID pandemic, our school has consistently seen improvements. In reading, 7th grade increased by 11%, 8th grade increased by 20% and 10th grade by 16%. In math, we saw small gains, 7th grade increased by 20%, 8th grade increased by 10%, Algebra I increased by a mere 1% and 10th grade Geometry increased by 13%. In American History students increased by 32% and in Biology, 30%. Our students have

decreased the gap between the state average in multiple areas showing that the program is working, but must be consistent in its efforts to support the continued closing of the academic gaps. Please see attachment 5 (based on the fifth request on your update) that compares data.

- a. TUTORING—Students were offered tutoring 2-4 times a week and parents were informed about the dates on a consistent basis.
- b. INTERVENTION PERIODS—Intervention sessions were built into the schedule to increase the likelihood that the students would be able to attend to receive necessary supports.
- c. DIRECT INSTRUCTION—There was an emphasis on direct instruction practices to increase student learning.
- d. PACING GUIDE—Pacing guides became working documents revisited each quarter.

ASSESSMENT PRACTICES—Mini formative assessments were done weekly to measure growth and mastery on state standards and these assessments were used to guide instruction for the following week.

Describe the methods, service, and staffing the school will employ to provide a free, appropriate public education (FAPE) to all students with special needs:

CHILD FIND POLICY: Identification Process for At Risk Students

Procedures to assess, provide and obtain appropriate staffing for the related services and needs of students with disabilities.

Clarification of Child Find procedures and how those procedures will be communicated to the students, parents and community.

At T-Squared Honors Academy (T2HA) we have several methods to identify students with possible special needs. When students register at T-Squared Honors Academy they are given a packet of information as well as a handbook which outlines our policies and procedures for regular education as well as special education. In addition, parents are given a registration form where there is a place to mark if the student has been tested previously or currently on an Individualized Education Program (IEP) or 504 Plan. Throughout the school year, teachers and parents have the opportunity to recommend a student if there is a concern for education delays or behavior issues.

In order to report students with the listed concerns above, teachers are required to relay information to the Intervention Assistance Team (IAT) by completing the IAT Form for referral. The intervention specialist team and/or classroom teachers complete the following: observations, collection of student work, interviews with student and staff, and informing the parent of the concern and the steps of the IAT.

After the teacher has submitted the initial plan then we will follow the IAT policies and procedures for the referral process. The IAT meets to strategize on how to make the student successful by creating and implementing appropriate interventions based on the Response to Interventions model (RTI). Once interventions are created and implemented, they will be monitored frequently to assist in the team's determination of if the student has made any improvements based on the interventions implementation.

The IAT team reconvenes after a certain amount of time to verify if the implementations are working or not. If the interventions are not effective after a predetermined time period, a Multi-Factored Evaluation (MFE) will be requested and given to determine if there is a disability. If it is found that there is a disability, another team of professionals will develop the provisions of the students IEP/504 Plan. If related services, Speech, PT, OT, etc is necessary to fulfill the required obligations of the plan those individuals will be put in place, either subcontracted or hired as staff. In addition, any necessary materials and/or equipment to ensure student success will be purchased to assure the student's needs are met.

It is our goal as the IAT to commit to using a variety of strategies, changing them if necessary, and continuing to build a bridge between the school and the parents to help the child become more success in school and out. At T-Squared Honors Academy it is our desire to provide each student with the opportunity to be successful in his or her own way.

The 1997 Amendments to the Individuals with Disabilities Education Act mandate that every school in the country develop a system to identify children with disabilities, birth through age 21. The law requires each school to conduct a 'vigorous' search for children with disabilities. The rules adopted by the Ohio Board of Education, direct that, in addition to a three-year intensive search, schools must conduct an annual in-school effort to identify and provide services to children with disabilities.

Every year in September, T-Squared Honors Academy will continue its effort to identify in-school students with disabilities. T-Squared Honors Academy will continue to conduct an intensive awareness campaign throughout the community to locate, identify and evaluate children with disabilities under the age of twenty-two. The assistance of all staff members and agency personnel is needed to accomplish this task. Any child that is expected to have a disability will be referred to the building principal or the special education teacher. Either of these individuals will provide additional information regarding the differentiated referral system. The district is committed to working with the community in providing services that meet the individual needs of each child. This includes making a serious effort in locating, identifying and providing necessary services guaranteed by federal and state mandates that require the provision of a free appropriate public education (FAPE) regardless of a child's disability. T-Squared Honors Academy will be dedicated to meeting the needs of children with disabilities, including homeless, migrant families, and preschoolers.

Outline how the school will roll out the Response to Intervention (RTI), its capacity to implement such efforts, and the specific methods to monitor progress:

I. Response to Intervention

A. Implementation

1. School wide implementation of Vocabulary support with remedial sessions taught by staff from the English Department.
2. 9th grade entrance interviews and review of previous grades
 - a. Placement based on 8th grade performance or if IEP goal exists
 1. SPED support in classrooms identified as 9R (meaning under performance in the area of reading fluency/comprehension, written expression, vocabulary acquisition)
 - a. Under performance is determined either by IEP goal identifying a need or;
 - b. General Education teacher identification for RTI needs or;
 - c. Identification from school wide assessments given 2nd week of SY 2023-24
3. Grades 10-12 identified for RTI services based on assessments given school wide week 2 (8/25/23)
 - a. Baseline assessments from Ohio Department of Education EOY samples/previous year practice tests in all content areas
 - b. Teachers to create Centers for small group instruction on standards that are weak and/or misunderstanding exist
 1. SPED support for Thursday Center(s) small group work (PBL) in classroom(s)

B. Monitoring Methods

- I. Students are grouped into 3 sections for improvement
 - a. Group A score consistently at 90-100%
 1. These students are mastering level 3 and/or 4 of the Webb's Depth of Knowledge Guide
 - b. Group B score consistently at 80-70%
 1. These students are mastering levels 2 and/or 3
 - c. Group C score consistently at 69% or less
 1. These students are mastering levels 1 and/or 2
- Groups are fluid and students are expected to move in and out of levels based on levels of understanding, student participation in RTI process, and assessment performance

C. How Special Education fits into RTI:

Teachers refer students if a disability is suspected after all RTI attempts have been given

1. Referring a student to Special Services requires teacher reports
 - a. Work samples (writing samples, math with work shown,...)
 - b. Teachers also need to include interventions tried with results (evidence).
 - c. Test scores (showing consistent under performance, areas of need)
2. Intervention Specialist to administer CBM assessments in area of need
 - a. DIBels Reading Fluency, Reading Comprehension, Dibels Vocabulary screening, AIMs Web Writing Sample, Math calculations (=, -, x, /), Mathematics reasoning, Mathematics application, Functional Behavioral Assessment, observation of academic behaviors.
3. Based on Intervention Specialist preliminary assessments a determination is made with the District representative for referral to School Psychologist or if further RTI is needed.
 - a. School Psychologist Evaluation
 - i. Phone Call/Meeting with parents/guardians
 - i. Consent for evaluation by school psychologist
 - i. Standardized Testing in area of need

Describe the process the school will use to annually evaluate, review and revise the education program and make adjustments based on the student population:

Using our schools pre-assessments to dictate the development of future lessons and through the implementation of our schools own improvement plan developed by administration and educators (see Attachment 25: School Improvement Plan), we change our approach to providing instruction to our scholars. We annually evaluate, review and revise our education program by delving deeply into our pacing guides in May and June. Once our state tests are received in May, educators review the results and do a question analysis summary based on just standards that the students performed poorly on because the test release items are not published until end of July beginning of August (see Attachment 26: Question Analysis Review). From the question analysis, we use it to discuss instructional practices that may have caused the students to perform poorly on the standards and what practices will be changed for next school year. In June, the teachers select 3 curriculum work days to complete review and updating of the pacing guide as well as development of activities, assurance of vertical alignment of the pacing guides, supplemental resources and necessary items to improve their instruction.

Once the test release items are published in August, during orientation, we connect the poor performed questions to the specific questions and identify if it may have been the wording of the question, vocabulary or our teaching practice in delivering the instruction on the concept. We then make appropriate changes to the pacing guides for the new year.

Outline any supplemental services, non-classroom learning, and after school programs that will enhance the educational environment:

The following supplemental services and after school programs are offered to our scholars to enhance the educational environment:

Performing Arts which include Praise Dance, Drama, Chior, African Drum and Wind Instrument Training; A partnership with Tri-C and Cleveland State University allows for our College Credit Plus training— Students who intend to go to college attend CCP at Cleveland State and those interested in trade school attend Tri-C. We work with Tri-C to offer Welding, Auto Mechanics and Teacher's Aide Certifications. We have partnered with a beauty salon to offer a Basic Cosmetology course where our students are able to obtain a Boutique's License at the end of the program. We also offer our students Chess, Debate, Cheer, Student Council, and Peer Mediation.

Curriculum and Instruction

Community schools have the unique ability to select the curriculum models that best reflect the mission and educational philosophy of the school and best serve the needs of the student population. The school curriculum ensures students are college and career ready. The curriculum should reflect a rigorous academic program. Proposed schools should align their curriculum with Ohio's Learning Standards, which are available at <http://education.ohio.gov/Topics/Learning-in-Ohio>.

Detail the high quality content focused learner centered curriculum (and outline if the school uses the Ohio Model Curriculum)

See Educational Programming P. 17

How will the school develop curriculum maps and pacing guides: The school developed pacing guides in its first year and continues to work on changing them yearly to fit the Ohio Model Curriculum changes. We have mirrored the pacing guide on the published critical standards and have used the Ohio Testing Blueprints to map the length of time spent on specific critical standards. Our pacing guides outline each domain and its learning targets, then it shows the length of time on each domain. (See Attachment 11)

Outline evidence of alignment of the curriculum model to the Ohio Learning Standards:

Attachment 11: Sample Pacing Guides for pacing guides to establish alignment with Ohio Learning Standards.

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

Delivery methods for curriculum and instruction:

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

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

STUDENT CENTERED APPROACH—We are a project-based school so much of how the students learn is guided by them. The students are taught the concept, then they are able to practice following the lesson. We are also a problem/inquiry based school which allows our students to focus on solving issues through exploration.

| URBAN LEARNER CHARACTERISTIC | INSTRUCTIONAL PRACTICE |
|---|---|
| Relates and comprehends real life scenarios | Include many real life problems and create opportunities to make them applicable to the students learning |
| Empathetic to social issues | Include issues from the news, stories of struggle you've read or heard about and relate them to the introduction of your standards |
| Many urban scholars are verbal learners--storytelling connects them to the content when they have not been exposed to it before | Include storytelling at the beginning of units; connect it to a social issue related to your standard |
| Cross-Curricular reading strategies engage when done consistently | Include underlining and notetaking in the margins of supplemental texts; when reading notetaking in margins increases comprehension of text |

| | |
|---|--|
| Visual Learner—seeing the end product or the standard increases understanding | Include as many visuals in your instruction to show students the standards |
| Direct/Implicit Instruction is best learning strategy | Include daily direct/implicit instruction on standard |
| Repetition helps urban scholars retain information | When teaching throughout the week, make it a point to revisit old standards as much as possible; include centers for review and be sure a reteaching center with the educator is one; be sure “do now’s” are questions that include previous weeks lessons to reteach a concept; during new lessons, remind about previous standards taught and how they relate |
| Numerous examples help with understanding and retention | Provide examples throughout class; do more than one and be sure the examples are age appropriate and relatable. Model WHAT you want; Scaffold /Chunk HOW you want it |
| Practice is necessary for not only understanding the skill, but applying the skill | Include practice opportunities daily that focus on the standard/s you taught |
| Thematic learners | Ensure that learning is fluid; concepts connect |
| There is a need for immediate feedback/immediate correction | *Grade papers immediately, students want to know their weaknesses *Update grades weekly *Schedule student conferences *Be consistent with your discipline/follow your classroom and school discipline plan without deviation |
| Urban scholars love to speak or have their points heard | *Include opportunities for debate, Socratic seminars, group discussions, group activities *Have a learner centered classroom |
| Learning must be active | Incorporate actions or things that must be done during instruction to engage; graphic organizers, guided notes, etc |

Must have structured classrooms and consistent/organized delivery of instruction

Implement a consistent routine and instructional framework

Assessments

Provide an overview of what assessments the proposed school will employ and how these assessments will drive discussions:

T-Squared Honors Academy uses in house assessments to measure student growth. A diagnostic test is taken in the beginning of the year to determine student need. These assessments are used to drive instruction, develop differentiated lessons, and to create flexible groupings. Assessments are created from old state release exams as well as from standards based online assessments from Commonlit, Readworks, Edulastic and Khan Academy. Assessments are done quarterly and compared to the diagnostic test from the start of the year.

Mandatory state assessments and test release items are also used to drive discussions.

Outline how the academic calendar will meet all Ohio required assessments (including testing windows):

Our school has created a school and testing calendar for our parents. Please see attachment 14 to review our alignment with the Ohio required assessments that are scheduled within the designated testing windows.

Describe the school's standards for promoting students to the next grade, achievement level or grouping level in alignment with the educational program:

School standards for promoting students:

Our Promotion and Retention Policy outlines our school standards for promoting students. Please review the revised policy that was approved by the board.

Promotion and Retention Decisions

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

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

Promotion

Promotion shall be based on skill mastery and shall be considered on the basis of what is best for the child in terms of school success. Grades will be a major factor in determining promotion. For high school students, credits are important. Unfortunately, if a student has missed 10% of the required

attendance days of the current school year and failed two or more of the required curriculum subject areas, they will NOT be promoted to the next grade level. Additionally, all 11th and 12th graders MUST successfully complete their Independent Study with a grade of pass on their portfolio assessments for 1 full credit towards their graduation credit for the two years they work on them. During their Junior year, they must complete volunteer services, college exploratory activities and write papers in preparation for their future.

Conditional Promotion and/or Assignment to Transitional Classes

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

Retention

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

Special Consideration

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

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

Academic Interventions

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

Required Interventions

Academic interventions shall be required for the following students:

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

Student Evaluation and Intervention- Grades 3-8

A criterion-referenced test will be administered in subjects and grade levels in accordance with policy of the State Board of Education. Based on achievement data from the benchmark years 3, 5, and 8, there

shall be a research-based intervention initiated by the local education agency for students scoring below proficient in reading, language, and mathematics on the criterion referenced portion of the state achievement test. The intervention shall occur during the year following the benchmark assessment data. Evidence of compliance with this requirement shall become a component of the school improvement plan.

English Language Learners (ELL)

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

Students with Disabilities

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

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

Parent Concerns

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

IV. RESPONSIBILITY

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

KEY ACADEMIC AND NON-ACADEMIC GOALS & FAMILY ENGAGEMENT

All OSS sponsored schools will adopt the following goals as required by the Office of School Sponsorship.

**OSS Community School Contract 2024-2025
REQUIRED GOALS**

Kindergarten – 8th Grade

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

K-8 reading

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

K-8 math

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

K — 3 Early Literacy per Ohio Accountability

S.M.A.R.T Goal — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.*

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

9th – 12th Grades High Schools/DOPRs – Graduation Progress

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making*

sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness

All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.
- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

Kindergarten – 12th Grade – Non-Academic Goals

S.M.A.R.T Goal - Family Engagement

The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered "knowledge" night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

S.M.A.R.T Goal - Operational/Academic Professional Development

Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including, but not limited to the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Acknowledged and agreed:

Governing Authority

Signature: _____

Print Name: _____

Date: _____

The following sections provide an opportunity for renewing schools to further detail and describe additional goals and areas of focus and priority.

Reading/English Language Arts

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

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

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

| | 7 TH | 8 TH | 10 TH |
|---------|-----------------|-----------------|------------------|
| YEAR 11 | | 50% | 60% |
| YEAR 12 | 45% | 50% | 70% |
| YEAR 13 | 55% | 50% | 70% |
| YEAR 14 | 65% | 65% | 75% |
| YEAR 15 | 75% | 70% | 80% |

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

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

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

Alignment of goal to mission:

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

Grade levels:

7-12th Grade

Student population:

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

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

| | | |
|--|--|---|
| <p>FIXED MEASURE: T-Squared will improve each year moving the current 30% benchmark score in reading achievement passage rate to a maximum of 73% passage in reading on their overall reading indicator as noted on the Ohio Department of Education Report Card in its 16th year.</p> | <p>EVIDENCE: Report card data will be the evidence of achieving this measure.</p> | <p>EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.</p> |
|--|--|---|

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

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

LEARNING OPPORTUNITIES: The school has provided learning opportunities for over twenty-five students for a minimum of nine hundred twenty hours per school year. T² Honors Academy has allowed students to work independently on projects that require them to collaborate with external social agencies as well as use the minimal technology resources afterschool for additional non-classroom based learning

opportunities. We have developed work-based partnerships with local manufacturing businesses that provide work skills and shows high school students how they can be successful and productive in trade fields. High school students are also exposed to college life through our Face to Face program that takes students to various colleges to find out more information about the college in order for them to make an informed decision to attend. We currently travel to 2 colleges each school year. This changes the students' perspectives on what they want to do in the future because some have never been exposed to a college campus or college life.

DATA: In order to assure that these goals are carried out, data is collected weekly (see sample data set in *Attachment 13: Data Sample*). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio standards and teach the required standards as they must have the standards listed above the question number. Educators are required to monitor student success as well as to engage the parents in understanding test data.

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

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

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

PLAN FOR INTERVENTION:

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

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

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

DAILY PROGRESS REPORTS: Students who are identified as low performing, the first step in the Intervention Assistance Teams methods would be to implement a daily progress report (see

Attachment 18: Sample Daily Progress Report). This allows for the staff to review specific academic needs of the students on a daily basis and involve the parents. If the issue is organization, we will be able to figure that out from the plan. If it is truly academic, we will be able to determine if we must take the second step in the intervention process before referring the student to the Special Education Team.

SPECIAL EDUCATION INCLUDING IEP/LEP/GIFTED PLAN FOR

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

STUDENTS WITH DISABILITIES/LIMITED ENGLISH PROFICIENT AND GIFTED

LEARNERS: According

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

MULTI-SENSORY PHONICS

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

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

COMPREHENSION/MEANINGS BASED APPROACH

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

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

Math

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

SMART Goal 1 (DATA):We will continue to improve our growth and achievement measures over a 5 year period in math by increasing our overall passage rate from a 11% to a 50%. Doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction will assist in providing actionable math data to guide weekly instruction. In addition, our students will be constantly exposed to the scientific research model of Problem Based Learning in order to better improve their critical thinking and application skills. Eleventh and twelfth grade students will be measured by the EOC retake indicator noted on the state report card and teacher classroom goals on a quarterly basis.

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

| | 7 TH | 8 TH | 9 TH | 10 TH |
|---------|-----------------|-----------------|-----------------|------------------|
| YEAR 11 | | 23% | 23% | 10% |
| YEAR 12 | 35% | 30% | 30% | 20% |
| YEAR 13 | 40% | 35% | 35% | 28% |
| YEAR 14 | 45% | 40% | 40% | 38% |
| YEAR 15 | 55% | 48% | 50% | 50% |

SMART GOAL 2 (INSTRUCTION): We have begun focusing our efforts on consistently reviewing and redeveloping the pacing guides to identify weaknesses or gaps in instructional methods that are ineffective quarterly. This strategy has helped our math teachers continue to analyze standards and create better ways to break standards down to strengthen their ability to teach in a way the students understand. In addition, math standards for each grade level will continue to be manipulated between quarters to better show continuity of instruction throughout the year to improve retention of mathematic concepts taught during the quarterly meetings. Evidence of development will be the working math pacing guide and it will directly impact each grade level as each pacing guide is different and based on grade as well as Ohio grade level standards. (See Attachment 11: Sample Pacing Guides)

SMART GOAL 3 (INSTRUCTIONAL DELIVERY): The math educators have begun and will continue to develop strategies that allow for problem-based instruction by using the SAVVAS Curriculum (See Attachment 19: SAVVAS Math Program) that stresses application to real life problems at minimum three times a week every week within each quarter. We utilized this curriculum because the methods are in alignment with our Ohio Standards. In their delivery, they have and will continue to apply real life situational circumstances to math problems in order to engage the students in understanding the relationship of math to life. Videos and life case studies involving math will be used at minimum twice in a bi-weekly time frame. Evidence to show student mastery will be physical projects, presentations, homework assignments, and group discussions. Again, each grade level will be directly impacted by this goal as each curriculum is based on state standards and individual grades.

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

Alignment of goal to mission:

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

Grade levels:

7-12

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

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

| | | |
|---|---|---|
| <p>FIXED MEASURE: T-Squared will improve each year moving the current 11% average math achievement passage rate to a maximum of 50% passage in math on their overall reading indicator as noted on the Ohio Department of Education Report Card in its 16th year.</p> | <p>EVIDENCE: Report card data will be the evidence of achieving this measure.</p> | <p>EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.</p> |
| <p>GROWTH MEASURE: T-Squared will improve between 5-10% per grade level, per year over the course of 5 years in reading on their overall grade level reading indicators as noted on the Ohio Department of Education Report Card.</p> | <p>EVIDENCE: Report card data will be the evidence of achieving this ongoing growth measure.</p> | <p>EVALUATION: Each year, the report card from the previous year will be compared to the current year and each grade level indicator will be reviewed to assess if there was a minimum of a 5-8% increase.</p> |

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

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

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

RESOURCES: Our Math educators are utilizing a new program this year to determine effectiveness, rigor and retention as it is a program that aligns with the problem-based theory of application. The math program is called SAVVAS and it has multiple modules that the students work through to better understand math concepts in all grade levels. At this time, the students are performing better in math on weekly assessments and their quarterly due to the steps completed within the modules. (see *Attachment 19: Sample SAVVAS Program*)

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

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

PLAN FOR INTERVENTION:

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

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

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

SPECIAL EDUCATION INCLUDING IEP/LEP/GIFTED PLAN FOR

INTERVENTION/ENRICHMENT: Teachers are trained to identify students who may need additional services. We have a certified licensed special education teacher who will assist in the planning, identification and support of student with special education needs. IEP's are maintained and monitored by the special education teacher and the Superintendent of the school. There is a process, procedure and specific interventions in place to service our special education population. The MFE process is used to evaluate a student eligibility for services and once identified, a detailed ETR is created by our Academy Psychologist based on the student's needs. Our service delivery model will be full inclusion. Meetings

with the special education teacher to assure paperwork is in compliance with the state is conducted on a quarterly basis for all students who are gifted, students with disabilities as well as students who are LEP learners. Submission of IEP/ETR start and end dates are provided to administration in August.

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

MULTI-SENSORY MATH

VIDEOS address the multi-sensory math approach because the students will view a real issue requiring a mathematics solution. Statistics have proven that this method is highly effective with students who have difficulty understanding paper/pencil rote problems or difficulty connecting which math application should be used when solving a problem. This is also effective with students who are Limited English Proficient.

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

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

Social Studies

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

SMART Goal 1 (SOCIAL STUDIES DATA GOAL): We will continue to improve our growth and achievement measures for each grade level and student cohort over a 5 year period in social studies by increasing our overall passage rate from a 43% to a 70% by doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction. In addition, our students will be constantly exposed to the Project Based Model in order to better improve their critical thinking skills. All other grade levels that are not tested subjects will be measured by teacher developed goals set in the beginning of the year and monitored quarterly.

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

| | 10 TH | 11 TH |
|---------|------------------|------------------|
| YEAR 11 | 40% | 80% |
| YEAR 12 | 45% | 65% |

| | | |
|---------|-----|-----|
| YEAR 13 | 50% | 70% |
| YEAR 14 | 55% | 75% |
| YEAR 15 | 60% | 80% |

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

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

ALL OTHER GRADE LEVELS: Educators have goals for each of the other grade levels that are not tested. These goals are measured by weekly assessment data as well. (see Attachment 13: Data Sample)

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

Grade levels: 7-12

Student population:

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

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

FIXED MEASURE: T-Squared will improve each year moving the current 43% average Social Studies achievement passage rate to a maximum of 70% passage in Social Studies on their overall average Social Studies indicators as noted on the Ohio Department of Education Report Card in its 16th year.

EVIDENCE: Report card data will be the evidence of achieving this measure. Averaging the 10th and 11th grade scores will give the maximum passage rate in Social Studies.

EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.

GROWTH MEASURE: T-Squared will improve between 5-10% in grades 10th and 11th, per year over the course of 5 years in Social Studies on the overall average grade level Social Studies indicators as noted on the Ohio Department of Education Report Card.

EVIDENCE: Report card data will be the evidence of achieving this ongoing growth measure.

EVALUATION: Each year, the report card from the previous year will be compared to the current year and each grade level indicator will be reviewed to assess if there was a minimum of a 5% increase.

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

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

DATA: In order to assure that these goals are carried out, data is collected weekly (see Attachment 13: Data Sample). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio standards and teach the required standards as they must have the standards listed above the question number. Educators are required to monitor student success as well as to engage the parents in understanding test data.

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

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

PLAN FOR INTERVENTION:

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

INTERVENTION CLASSES: We have built into our schedule required intervention courses that allow teachers to reteach or tutor on weak standards identified from their weekly assessments. Teachers are required prior to this to differentiate instruction in their classes, but intense differentiation occurs in our intervention classes. We offer our intervention classes during the school day as well as during our extended day activities 2 days per week for tutoring. Our students will be required to attend 1-2 days of

tutoring depending on their educational needs. This will support our desire to assure all of our students find success in their academic careers. The intervention classes focus on End of Course and New Generation standards that the students did not perform well on during their weekly assessments. High school students are placed in specific classes to assist in passing required EOC.

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

Science

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

SMART Goal 1 (SCIENCE DATA GOAL): We will continue to improve our growth and achievement measures for each grade level and student cohort over a 5 year period in Science by increasing our overall passage rate from a 44% to a 65% by doing weekly and quarterly informal, formal and summative assessments as measurements to guide weekly instruction. In addition, our students will be constantly exposed to the Inquiry Based Model in order to better improve their critical thinking skills. All other grade levels that are not tested subjects will be measured by teacher developed goals set in the beginning of the year and monitored quarterly.

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

| | 8 TH | 10 TH |
|---------|-----------------|------------------|
| YEAR 6 | 35% | 45% |
| YEAR 7 | 40% | 50% |
| YEAR 8 | 50% | 55% |
| YEAR 9 | 50% | 60% |
| YEAR 10 | 55% | 65% |

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

SMART GOAL 3 (CONTENT): We have begun focusing on inquiry level methods of instruction in order to engage our students in the scientific process. Our goal is to implement real case studies to align with our philosophy. We have implemented the scientific case study approach twice a quarter for the upper levels and once per quarter for the 7-9th graders. We will eventually move towards the scientific case study approach 4 times a quarter in order to expand critical thinking skills in science. (see Attachment 21: Sample Case Study's for Science)

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

ALL OTHER GRADE LEVELS: Educators have goals for each of the other grade levels that are not tested. These goals are measured by weekly assessment data as well. (see Attachment 13: Data Sample).

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

Grade levels: 7-12

Student population:

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

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

| | | |
|---|--|---|
| <p>FIXED MEASURE: T-Squared will improve each year moving the current 44% average science achievement passage rate to a maximum of 65% passage in science on their overall combined science indicators as noted on the Ohio Department of Education Report Card in its 11th year.</p> | <p>EVIDENCE: Report card data will be the evidence of achieving this measure.</p> | <p>EVALUATION: Each year, the report card from the previous year will be compared to the current year. The data comparisons should indicate a gradual increase in the percentage points.</p> |
|---|--|---|

| | | |
|--|---|---|
| <p>GROWTH MEASURE: T-Squared will improve between 5-10% per grade level, per year over the course of 5 years in reading on their overall grade level reading indicators as noted on the Ohio Department of Education Report Card.</p> | <p>EVIDENCE: Report card data will be the evidence of achieving this ongoing growth measure.</p> | <p>EVALUATION: Each year, the report card from the previous year will be compared to the current year and each grade level indicator will be reviewed to assess if there was a minimum of a 5-8% increase.</p> |
|--|---|---|

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

LEARNING OPPORTUNITIES: The school has provided learning opportunities for over twenty-five students for a minimum of nine hundred twenty hours per school year. T² Honors Academy has allowed

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

DATA: In order to assure that these goals are carried out, data is collected weekly (see *Attachment 13: Data Sample*). Educators are required to conduct weekly assessments on standards taught throughout the week. Then they are required to review and analyze the data to prepare lesson plans for the following week based on the actionable data received. This data helps the teachers plan for differentiation, interventions as well as enrichment. It also forces the educators to really learn the Ohio standards and teach the required standards as they must have the standards listed above the question number. Educators are required to monitor student success as well as to engage the parents in understanding test data.

RESOURCES: Science resources include edulastic online and National Case Study Teaching in Science. (see *Attachment 21: Sample Case Study's for Science*)

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

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

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

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

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

SPECIAL EDUCATION INCLUDING IEP/LEP/GIFTED PLAN FOR

INTERVENTION/ENRICHMENT: Teachers are trained to identify students who may need additional services. We have a certified licensed special education teacher who will assist in the planning, identification and support of student with special education needs. IEP's are maintained and monitored by the special education teacher and the Superintendent of the school. There is a process, procedure and specific interventions in place to service our special education population. The MFE process is used to evaluate a student eligibility for services and once identified, a detailed ETR is created based on the students needs. Our service delivery model will be full inclusion. Meetings with the special education

teacher to assure paperwork is in compliance with the state is conducted on a monthly basis for all students who are gifted, students with disabilities as well as students who are LEP learners.

Other Academic and/or Nonacademic Goals

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

SMART GOAL 1 (ACADEMIC): We intend to continue our yearly schoolwide cross-curricular social reform projects in grades 7-10 to expose students to social issues within our nation. We want to have all students submit a research project of their choice that aligns with the Academy's philosophy. Students will produce one 5 paragraph essay research paper and a presentation display board on a social issue of choice by the end of the school year. These projects will be displayed on the webpage and presented at the end of the year awards ceremony. (see *Attachment 22: Cross-Curricular Social Reform Project*) Students with disabilities, LEP, Gifted and low performing students will be required to complete this project as well, however, the project will have required modifications as created by the intervention specialist or cooperating educator. Over the course of 5 years the expectation is to develop projects that can be utilized in the city and beyond.

SMART GOAL 2 (ACADEMIC): We intend to expand on the Junior and Senior Portfolio projects. Our goal is to have ALL juniors and seniors participate in this Academy requirement. Each junior and senior student will be required to create an annotated bibliography of 40 articles and develop a 20 page high school thesis (see *Attachment P: Sample Student Junior Thesis*) by the end of their junior year. By the end of their senior year, the students will use the same thesis and expand their research study by increasing the sample size and reanalyzing the data to draw appropriate conclusions on their social reform topic. (see *Attachment 24: Junior Portfolio Requirements*) Students with disabilities, LEP, Gifted and low performing students will be required to complete this project as well, however, the project will have required modifications as created by the intervention specialist. Over the course of 5 years, the junior and senior research projects will be redeveloped and published for the Academy library and possibly for the local public library as well as be revisited for future research.

Alignment of goal to mission:

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

Grade levels: 7-12

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

Arts, Music, Physical Education, Technology and Career Readiness

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

Additional curriculum outside of the core academic areas include:

Performing Arts which include Praise Dance, Drama, Chior, African Drum and Wind Instrument Training; A partnership with Tri-C and Cleveland State University allows for our College Credit Plus training— Students who intend to go to college attend CCP at Cleveland State and those interested in trade school

attend Tri-C. We work with Tri-C to offer Welding, Auto Mechanics and Teacher's Aide Certifications. We have partnered with a beauty salon to offer a Basic Cosmetology course where our students are able to obtain a Boutique's License at the end of the program. We also offer our students Chess, Debate, Cheer, Student Council, and Peer Mediation.

Culture and Family Engagement

Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents:

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

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

T-Squared services students in grades 7-12. The projected enrollment will be over 120 in its 11th year and we will grow by 20-30 students each year to reach 300 by its 16th year of programming.

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

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

- a. Career Day: We use this opportunity to engage parents to share their jobs with the students. We also invite community members to participate as well. Each year we have 8-12 individuals that come out to support our students career selections.
- b. Food Drives: Our students take the time each year to conduct a community food drive to help those in need.
- c. Reading/Math/History/Science Nights: Each year to support the curriculum we attempt to have subject specific parent nights to encourage parents and students to work on necessary skills.
- d. Partnership with Ohio State Leadership Coalition: Assists in helping identify and bring about awareness to issues in the community.
- e. Community partnerships with the Cuyahoga Board of Health to offer programs/presentations for the students; Life Act—Teen Mental Health Company that supports students mental needs
- f. FAFSA—Parent college FAFSA meetings to assist our parents in financial aid submissions for

their students.

- g. **Parent Contact**—Our teachers are required to contact parents for any student academic issues prior to grade submission. This allows parents to get involved and support their students needs.
- h. **Parent Involvement Initiative Meetings**—Mandatory meetings to bring all parents to the school to discuss test information for individual students and necessary growth measures helps parents understand what they must do to help their scholar.

Tendon Manufacturing/Midwest Global Partnership—We currently partner with two local manufacturing companies to provide a trade school approach for students who may not be interested in college or the military as a career track. The two companies work to bring over 2-4 students to have jobs for the summer and sometimes throughout the day.

Describe the school's philosophy regarding student behavior and discipline for the student population and students with special needs. The student discipline should be consistent with the school's mission and educational philosophy:

Our philosophy is that all students learn best when you meet them on their level. Differentiated instruction is our primary focus because all students learn differently and need specific supports. Please see Attachment 27: Code of Conduct to review how we handle discipline in our school program.

Describe how the school involves parents/guardians as partners in the education of their children to build and maintain family school partnerships:

Our Parent Involvement Policy outlines our families and community members opportunities to support the success of the school. Please review the revised policy that was approved by the board as well as the Volunteer Handbook noted in Attachment 15: Parent Involvement Policy.

ATTACHMENT 1: CLARIFY GRADES



T-Squared services grades 7-12

ATTACHMENT 2: Proposed Model Rationale



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

Early learning social theorist who pioneered the development of such instructional practices as thematic, inquiry and project based teaching include Jean Piaget, John Dewey, Lev Vygotsky and Jerome Bruner. All believed that culture and prior knowledge shaped educational growth and was the cornerstone of cognitive development. Studies have also proven that students retain the majority of their information when they practice by doing and teaching others as opposed to

lecture. (Brooks, A. and Brooks, M., 1993). T² Honors Academy will emphasize the instructional design that supports the constructivist philosophy by using thematic instruction in conjunction with project and inquiry based learning. All three of these methods have been proven time and time again in research to increase achievement and are well known, scientifically based research practices that develops critical thinking skills, a stronger grasp of conceptual ideas and an increased level of intellectual development.

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

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

Such collections of standards are an invaluable aide to teachers in organizing instructions, to administrators in evaluating teacher performance and to families and students in previewing and reviewing material. Our administrative staff and teachers will annually review the school

standards in relation to the State standards to ensure their alignment through pacing guide redevelopment.

FOCUS OF THE CURRICULUM

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

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

The more teachers make connecting patterns explicit and accessible for students, the easier the brain will integrate new information (Hart, 1983).

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

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

ANNOTATED BIBLIOGRAPHY OF CURRENT RESEARCH/EVIDENCE (APA FORMATTED) : The proposed model will support the needs of diverse adolescent students to be served and lead to success in attainment of career and college readiness skills as noted in each of the “current” and “archived” research.

Foster, Elizabeth. *Studies Show The Impact of Project-Based Learning*. The Learning Professional, 2021.

This article highlighted the impact of project-based learning in both a high school and elementary school setting. Elizabeth Foster pointed out that PBL “encourages teachers to act as facilitators while students actively engage in teacher and student-posed learning challenges and complex tasks.” Furthermore, PBL at the high school level supports the development of critical thinking and research exploratory skills which are all needed when developing college and career readiness skills. A study conducted in February of 2021 entitled *‘Knowledge in Action: Efficacy Study Over Two Years’* investigated if PBL helped students in advanced placement (AP) courses develop civic, political, and environmental awareness and engagement. The study found that it supported teachers because the PBL method “changed their pedagogy to place greater emphasis on deeper learning objectives, use of student-centered pedagogy in ways their students felt were authentic, and they spent less time on lectures or explicit exam preparation”(Saavedra, Haderlein, Rappaport, ET.EL, 2021). Moreover, the study found that students in project-based learning classrooms outperformed students in traditional classrooms on AP exams by 8 percentage points. They also found that this was consistent across student backgrounds raising important equity implications that PBL learning strategies support all cultures of students and should be used in school settings. ¹

¹ Saavedra, A.R., Liu Y., Haderlein, S.K., Rapaport, A., Garland, M., Hoepfner,D., Morgan,K.L., &Hu, A. (2021, February 22). *Knowledge in Action efficacy study over two years*. USC Dornsife Center for Economic and Social Research.

Hwang, Nayeon N. *Project Based Learning in Urban Public School Education and Its Impact on Academic Achievement and School Environment*. Saint John's University, Jamaica New York (Thesis/Dissertations): Educational Leadership Commons. 2021.

This study examined schools that emphasized the development of students' problem-solving skills by employing project-based learning (PBL) as a core method of instruction and its impact on students' academic achievement in English Language Arts and in Mathematics. This study also examined the impact of this type of instruction on the school environment. The target population were 4th and 8th grade students in a New York urban public school receiving primarily traditional methods of instruction. The study found that there are statistically significant differences in students' achievement on the 4th and 8th grade NYS ELA and Mathematics tests between schools that employ project-based learning approaches as the core method of instruction versus schools that employ traditional approaches to learning. The study also proved that there are statistically significant differences in students' academic achievement as well. Moreover, the study also found that in exploring PBL at a STEM High School, there were statistically significant academic gains as well as the method strengthened career interests in 11th grade vocational students. This study definitely supports our rationale in using the PBL model as the core instructional method within our program. Not only does it show statistical significance in favor of the model, it also increases interest in career and college readiness.

Almulla, M. A. (2020). The Effectiveness of the Project-Based Learning (PBL) Approach as a Way to Engage Students in Learning. *Sage Open*, 10(3). <https://doi.org/10.1177/2158244020938702>.

ABSTRACT: The prevalence of project-based learning (PBL) has increased significantly, contributing to serious discussions about its advent. PBL's critics doubt whether accentuating the practice supports teachers in using a technocratic method in education, instead of promoting instruction that is responsive to students' ideas. Thus, this study aims to develop on using the effectiveness of the PBL approach, as a way to engage students in learning as well as to incorporate literature on the PBL method for educational purposes. The research hypotheses therefore measure the influence of the PBL method on collaborative learning, disciplinary subject learning, iterative learning, and authentic learning, which, in turn, engage students in learning. To achieve the research purpose, a questionnaire was employed as the main method of collecting data and dispensed to 124 teachers who were using the PBL approach. Structural equation modeling (SEM), a quantitative research method, was employed to obtain the findings. A significant relation

was found between the PBL method and collaborative learning, disciplinary subject learning, iterative learning, and authentic learning, which, in turn, produced student engagement. The results show that the PBL technique improves student engagement by enabling knowledge and information sharing and discussion. Thus, the PBL approach is highly recommended for educational use by students and should be encouraged in universities.

Terada, Youki. *New Research Makes A Powerful Case for PBL: Two New Gold Standard Studies Provide Compelling Evidence That Project-Based Learning is an Effective Strategy for All Students—Including Historically Marginalized Ones*. Edutopia. 2021.

This article focuses on two major studies funded by Lucas Educational Research that provided compelling evidence that project-based learning is an effective strategy for all students, outperforming traditional curricula not only for high achieving students, but across grade levels, racial and socioeconomic groups. The study found that more low-income students who are in AP classes perform significantly better in a PBL classroom than in a traditional class and outperform those students in AP passage rates. They further stated that the sit and listen model of traditional education is ineffective and should be modified to support more student led exploratory models such as PBL. PBL allows for more time to take deep dives into concepts that ultimately increases student understanding and comprehension of necessary standards. Students even in a 3rd grade PBL classroom, outperformed students in a traditional classroom on science state exams.

Additional Articles that support PBL work as a curriculum focus:

Saavedra A., Rapaport A., Lock Morgan K., Garland M., Liu Y., Hoepfner D., Hu A., Haderlein S.K. (2021). Project-based learning in AP classrooms: Lessons from research. *Phi Delta Kappan*, 103 (3), 34–38.

Saavedra A., Rapaport A., Lock Morgan K., Garland M., Liu Y., Hoepfner D., Hu A., Haderlein S.K. (2022). The impact of project-based learning on AP exam performance. *Educational Evaluation and Policy Analysis*, 44 (4).

ATTACHMENT 3: Curriculum and Materials



A. READING

1. Novel Based Reading (see attached curriculum reading list for each grade level; this list is not all inclusive of novels allowable)
2. Commonlit Online Resource
3. Reading A-Z Online Resource
4. Studysync Supplemental

B. MATH

1. SAVVAS Core Math Curriculum
2. EngageNY Supplemental
3. All Things Algebra Supplemental
4. All Things Geometry Supplemental
5. All Things Algebra II Supplemental
6. All Things 8th Grade Math Supplemental
7. Edulastic Practice Supplemental

C. SCIENCE

- 1. Glencoe Biology -Biology - Dynamics of Life_McGraw-Hill Companies**
- 2. Edulastic Practice Supplemental**
- 3. Earth Science—Glencoe**
- 4. Life Science—McGraw-Hill**
- 5. Chemistry—Glencoe & McGraw-Hill Used**
- 6. Anatomy & Physiology—Glencoe & McGraw-Hill Used**

D. HISTORY

- 1. United States Government: Our Democracy McGraw-Hill**
- 2. American History: Connecting with the Past McGraw-Hill, 15th Edition**
- 3. World History Glencoe**

E. AFRICAN AMERICAN STUDIES

- 1. Follows the English Curriculum**
- 2. Novel Based Reading/Stories**

**T² HONORS ACADEMY
CURRICULUM READING LIST**

| GRADE | TITLE | AUTHOR |
|--------------|---|-----------------------|
| 6 | Bud Not Buddy | Christopher Curtis |
| 6 | Hatchet | Gary Paulsen |
| 6 | The Truth About Trufman School | Dori Butler |
| 6 | Maniac Magee | Jerry Spinelli |
| 6 | Tuck Everlasting | Natalie Babbitt |
| 6 | The Lion, The Witch and The Wardrobe | CS Lewis |
| 6 | The Indian In The Cupboard | Reld Banks |
| 6 | Bridge To Terabithia | Katherine Paterson |
| 6 | The Westing Game | Ellen Raskin |
| 6 | Number the Stars | Lois Lowry |
| 6 | Roll of Thunder, Hear My Cry | Mildred D. Taylor |
| | | |
| 7 | The Wave (2nd Quarter—THEME: Social Injustice/Humanity/Holocaust/Slavery) | Todd Strasser |
| 7 | The Rose That Grew From Concrete | Tupac Shakur |
| 7 | Lord of the Flies (3rd Quarter—THEME: Friendship/Trust) | William Golding |
| 7 | The Dogs Could Teach Me | Gary Paulsen |
| 7 | THEME: Greek Mythology—1st Quarter | Selected readings |
| 7 | Tears of A Tiger | Sharon Draper |
| 7 | Invisible (3rd Quarter—THEME: Friendship/Trust) | Pete Hautman |
| 7 | The Compound | S.A. Bodeen |
| 7 | The Hunger Games | Suzanne Collins |
| 7 | Holes | Louis Sachar |
| 7 | Sold | Patricia McCormick |
| 7 | Hip Hop High School | Alan Sotomer |
| | | |
| 8 | Runaway | Kristina Dunker |
| 8 | Of Mice and Men (3rd Quarter—THEME: Friendship) | John Steinbeck |
| 8 | To Kill A MockingBird (4th Quarter—THEME: The Justice System) | Harper Lee |
| 8 | Homeboyz | Alan Sotomer |
| 8 | Speak | Laurie Halse Anderson |
| 8 | The Outsiders | S.E. Hinton |
| 8 | Starters | Lissa Price |
| 8 | Purge | Sarah Littman |
| 8 | Wicked | Gregory Mcquire |
| 8 | A Child Called It (2nd Quarter—THEME: Identity, lost hope) | David Peltzer |
| 8 | Night (2nd Quarter—THEME: Identity, lost hope) | Elie Wiesel |

| | | |
|----|--|---------------------|
| 8 | The Fault In Our Stars | John Green |
| 8 | The Giver | Lois Lowry |
| 8 | Native Son | Richard Wright |
| 8 | Flowers For Algernon | Daniel Keyes |
| 8 | The Book Thief | Markus Zusak |
| | | |
| 9 | I Know Why The Caged Bird Sings | Maya Angelou |
| 9 | The Color Purple | Alice Walker |
| 9 | Othello (3 rd Quarter—THEME: Shakespeare) | William Shakespeare |
| 9 | Animal Farm (1 st Quarter—THEME: Abuse of power, class stratification) | George Orwell |
| 9 | Divergent | Veronica Roth |
| 9 | Frankenstein | Mary Shelley |
| 9 | Feed | M.T. Anderson |
| 9 | Go Ask Alice | Anonymous |
| 9 | Gifted Hands | Ben Carson |
| 9 | 1984 | George Orwell |
| 9 | The Moonstone | Wilkie Collins |
| 9 | The Women of Brewsters Place | Gloria Naylor |
| 9 | Pride And Prejudice | Jane Austen |
| | | |
| 10 | Romeo and Juliet (3 rd Quarter—THEME: Shakespeare) | William Shakespeare |
| 10 | Fahrenheit 451 (1 st Quarter—THEME: Psychological manipulation; mind control; technology, censorship) | Ray Bradbury |
| 10 | 1984 (1 st Quarter—THEME: Psychological manipulation; mind control; technology, censorship) | George Orwell |
| 10 | The Great Gatsby | F. Scott Fitzgerald |
| 10 | The Odyssey | Homer |
| 10 | The Adventures of Huckleberry Finn | Mark Twain |
| 10 | The Alchemist | Paulo Coelho |
| 10 | The Princess Bride | William Goldman |
| 10 | Go Ask Alice | Anonymous |
| 10 | Brave New World (2 nd Quarter—THEME: Dystopia's) | Aldous Huxley |
| 10 | Their Eyes Were Watching God | Zora Neal Hurston |
| 10 | The Coldest Winter Ever | Sister Souljah |
| 10 | The Joy Luck Club | Amy Tan |
| | | |
| 11 | The Song of Solomon | |
| 11 | Black Boy | Richard Wright |
| 11 | The Autobiography of Malcolm X | Malcolm X |
| 11 | I know Why The Caged Bird Sings | Maya Angelou |
| 11 | MacBeth | Shakespeare |
| 11 | The Bluest Eye | Toni Morrison |
| 11 | The Godfather | Mario Puzo |
| 11 | The Odyssey | Homer |
| 11 | A Tale of Two Cities | Charles Dickens |

| | | |
|--------|--|-------------------------|
| 11 | The Grapes of Wrath | John Steinbeck |
| 11 | Beowulf | Anonymous |
| 11 | A Raisin In the Sun | Lorraine Hansberry |
| 11 | The Color Of Water: A Black Man's Tribute to His White Mother | James McBride |
| | | |
| 12 | Dreams of My Father: A Story of Race and Inheritance | Barack Obama |
| 12 | The Secret Life of Bees | Sue monk Kidd |
| 12 | Letter From Birmingham Jail | Martin Luther King Jr. |
| 12 | For colored girls who have considered suicide/when the rainbow is enuf | Ntozake Shange |
| 12 | Ain't I a Woman: Black Women and Feminism | bell hooks |
| 12 | Selected poems | Langston Hughes |
| 12 | Uncle Tom's Cabin | Harriet Beecher Stowe |
| | | |
| | AFRICAN AMERICAN STUDIES BOOKS | |
| High | The Fire Next Time | James Baldwin |
| High | A Lesson Before Dying | Ernest J. Gaines |
| High | Roots: The Saga of an American Family | Alex Haley |
| High | The Help | Kathryn Stockett |
| High | The Miseducation of the Negro | Carter G. Woodson |
| High | Black Like Me | John Howard Griffin |
| High | The Book of Negroes | Lawrence Hill |
| High | An Autobiography | Angela Y. Davis |
| High | Twelve Years a Slave | Solomon Northup |
| High | Uncle Tom's Children | Richard Wright |
| High | Medical Apartheid: The Dark History of Medical Experimentation on Black Americans from Colonial Times to The Present | Harriet A. Washington |
| Middle | Harriet Tubman: Conductor on the Underground Railroad | Ann Petry |
| Middle | Copper Sun | Sharon Draper |
| Middle | The Skin I'm In | Sharon G. Flake |
| Middle | The Watson's Go To Birmingham | Christopher Paul Curtis |
| Middle | Bronx Masquerade | Nikki Grimes |
| Middle | Hip Hop High School | Alan Sitomer |
| Middle | Bang | Sharon G. Flake |

ATTACHMENT 4: Multi-Tiered Support Evidence



All resources used by educators during academic activities are created to allow students to move at their own pace when doing centers specifically. If students must move slower, the activities within the center will allow them to work at their level. This supports differentiated education practices that help struggling students. Special populations such as students with disabilities or students who are At-Risk benefit from such a program because it is leveled by the assessment results from pre-diagnostic testing for 9th-12th grade students and IReady data for 7th/8th graders. So, students start where they are and move forward based on their abilities. All students who perform below grade level will be placed on an educator developed academic plan that encourages parent participation in home activities. This plan will be revisited every 3 weeks to determine the impact of the implemented strategies. Tier 2 and 3 students will be targeted for reading and math interventions and academic plan creation. The academic plans are developed to show evidence of implemented strategies used to help students in reading and math specifically. The academic plans allow for interventions to be tracked to support the RTI process once a student reaches Tier 3 and no progress has been made.

| Tier | Benchmark | Expected % | Intervention(s) |
|----------|---|------------|---|
| Tier I | On Grade Level: Falling behind in the mastery of subject area standards | 30% | <ul style="list-style-type: none"> • Differentiation inside the classroom within the core curriculum |
| Tier II | 1-2 Years Behind: Needs additional intervention to either remediate uneven learning or master standards | 50% | <ul style="list-style-type: none"> • Supplemental instruction in fundamental skills • Extra help or tutoring to master standards • Small-group repetition • Weekly ongoing assessment of skills to monitor progress • Mandatory after-school tutoring • Developed Academic Plan |
| Tier III | More Than 2 Years Behind: | 20% | <ul style="list-style-type: none"> • Small group intensive intervention in core skills • One-on-one instruction • Daily assessment of skills to monitor progress • Mandatory after-school tutoring • Developed Academic Plan Review |

Advanced Learners—All resources used are created to allow students who are more advanced to move at a quicker pace. Currently, there are advanced tutoring classes for math built into the schedule.

MEASUREMENT: Students growth would be measured based on a pre-assessment in the beginning of the year to determine the academic strengths and weaknesses of students on Ohio State Standards. Teachers will be required to use the IReady assessment program for 7th and 8th grade and will be required to create the academic plan for targeted students in reading and math. Bi-weekly mini-assessments to continue obtaining data on the growth of the students will be placed in the students portfolio for 3 week review. Teachers will be required to create standards-based centers for each station in the afternoon that are aligned with the weaknesses shown on the IReady assessments.

Similar practices will be done at the high school level, however, the assessment will be different. Students will be assessed on a preassessment used from the state testing website and post tested

using the same assessment. In between the pre and post assessment will be ongoing biweekly assessments to gather actionable data for tiered students that will be placed in their student portfolios. The pre-diagnostic will determine if a scholar will need to be placed in the Tier 2 or 3 group to receive the developed academic plan.

MULTI-TIERED SUPPORTS: Attendance

We are fully aware that attendance is a very important predictor of educational success. We have implemented the following strategies and collect the proposed evidence to support families and students. To address the chronically absent issue noted per on the state report card, we have begun documenting and address individual students who impact the Gap Closing Indicator by not attending school. Our goal will be to reach a 90% attendance rate by the end of the 2023-24 school year by addressing chronic absenteeism to improve the Gap Closing Indicator on our Ohio State Report Card. Targeted strategies include the following to reach this goal if students are identified as being chronically absent:

1. Our Compliance Officer will be assigned the task of making daily attendance phone calls and documenting the calls on a contact log to monitor causative factors impacting a student's attendance.
2. Further, the Compliance Officer will create a spreadsheet of all students who have attendance below 90% and who are deemed "Chronically" absent. This spreadsheet will document their weekly percentages to better determine how to increase the student's attendance on an individual basis and will provide opportunities for comparison of individual attendance percentages per week. The Compliance Officer will prepare a weekly report to share with the principal that includes discussions on students who have improved or not improved their attendance for the week and the next steps.
3. Weekly meetings with the principal and Compliance Officer will be conducted to go over the attendance of students on the chronically absent attendance spreadsheet.
4. Chronically absent truancy letters will be mailed out to parents monthly once it is determined that the parent is not following state expectations of compulsory educational laws.
5. Incentive programs will be conducted weekly to engage students and strengthen the students' desire to attend school daily through PBIS activities.
6. EVIDENCE
 - o Phone logs
 - o Attendance spreadsheet
 - o Meeting summary notes
 - o Truancy Mailing Logs

MULTI-TIERED SYSTEMS OF SUPPORT—Social/Emotional

T-Squared Honors Academy has partnered with the National Youth Advocate Program to assist in providing counseling services for our students and families who need social and emotional supports. Students are engaged in group activities to discuss emotions and how emotions can impact their families and others. Gender meetings are conducted to support girls and boys in their differences. These gender meetings will be all girls and all boys to allow for freedom to express thoughts. Our performing arts program is also to provide therapy for the students who participate as well. Currently, our African Drumming program has helped support a few students in managing their anger.

Students are referred to our on-site counselor by educators, parents and/or administrators through a review of grades, behaviors (documented by disciplinary referrals) and social interactions. The counselor obtains the appropriate parent signatures to provide services to the scholar.

ATTACHMENT 5: Updated Data Support Rationale



T-Squared Honors Academy

State Testing Results 2022-23

General Overview

The state report card reporting has changed from letter grades to stars to better align with the childcare system of ODJFS. The system does not give an overall grade like the previous system, but it does give a ranking of 6 major components—Achievement, Progress, Gap Closing, Graduation, Early Literacy and College, Career, Workforce and Military Readiness. At this time in education, students are still struggling to improve. Statistics have shown that students in urban education have fallen further behind and are struggling to catch up.

I. ACHIEVEMENT INDICATOR

A. Achievement means the number of students who passed the state exams or met established thresholds. This indicator means how well the students did on the test overall, did they pass?

- a. Our Academy has always been low on this indicator, but we were moving in an upward trajectory pre-COVID. Once COVID hit, we dropped significantly in most of the subject areas. We had an overall 10% increase in reading, 7% increase in math, 17.5% increase in science and 14% increase in history compared to last year.

| | 15-16 | 16-17 | 17-18 | 18-19 | 19-20 (COVID) | 20-21 (COVID-- Online) | 21-22 (In Person) | 22-23 |
|-------------------|-------|-------|-------|-------|------------------|------------------------------|-------------------------|-------|
| Reading | 24% | 20.4% | 29% | 31.5% | X | 25% | 20% | 30% |
| Math | 10.2% | 10.8% | 13% | 17% | X | 4% | 4% | 11% |
| Science | 40.5% | 31% | 23% | 32.5% | X | 17% | 26.5% | 44% |
| Social Studies | 38% | 41% | 61% | 74% | X | 29% | 29% | 43% |

T-SQUARED HONORS ACADEMY

State Testing Results 2022-23

- b. Since COVID, we are beginning to bounce back. We made gains this year in all subject areas except two: 9th grade reading (not tested) and 11th grade Government. Math had the least percentage increase and is one of our most challenging areas. Reading and Math will be our major focus of our improvement plan in the coming years.

| SUBJECT | PASSAGE RATE 15-16 | PASSAGE RATE 16-17 | PASSAGE RATE 17-18 | PASSAGE RATE 18-19 | PASSAGE RATE 19-20 (COVID) | PASSAGE RATE 20-21 (COVID Online) | PASSAGE RATE 21-22 (In Person) | PASSAGE RATE 22-23 |
|-----------------------------------|--------------------|--------------------|--------------------|--------------------|----------------------------|-----------------------------------|--------------------------------|--------------------|
| 7 th Reading | 19% | 29% | 30% | 25% | X | 43% | 29% | 40% |
| 8 th Reading | 24% | 21% | 0% | 10% | X | 20% | 0% | 23% |
| 9 th Reading | 33% | 29% | 47% | 44% | X | 14% | 36% | 32% |
| 10 th Reading | 44% | 15% | 38% | 55% | X | 13% | 15% | 36% |
| 7 th Math | 6% | 7% | 20% | 25% | X | 0% | 0% | 20% |
| 8 th Math | 9% | 29% | 13% | 15% | X | 13% | 13% | 23% |
| 9 th Algebra I | 11% | 6% | 13% | 13% | X | 4% | 4% | 5% |
| 10 th Geometry | 25% | 4% | 5% | 15% | X | 0% | 0% | 13% |
| 8 th Science | 25% | 31% | 6% | 25% | X | 7% | 38% | 39% |
| 10 th Biology | 63% | 35% | 41% | 40% | X | 27% | 15% | 45% |
| 10 th American History | 75% | 35% | 39% | 58% | X | 25% | 22% | 50% |
| 11 th Government | N/A | 81% | 82% | 90% | X | 33% | 35% | 28% |

II. PROGRESS INDICATOR

A. The Progress Indicator looks at the growth of each of the students who take the exams. Are they growing academically? It helps to measure if a student enrolls in the school reading at a 7th grade level and they are in the 9th grade, did they grow enough in the academic program to reach 8th grade reading level by the end of the year, one years growth? Unfortunately, we won't see the overall growth information until the report cards are issued in September, however, we can look at overall achievement growth points by comparing the T-Squared and the state average in each tested subject area.

Please note the following:

- A. Any difference above 20 was colored red
- B. It was observed that in the year 21-22, we were -20 or higher below the state average in testing for 7 of the 12 subjects—58% of the tested subjects. In the year 22-23, we were -20 or higher below the state average for 5 of the 12 subjects—42% of the tested subjects.

STATE/SCHOOL AVERAGE COMPARISON—2021-22 (1 year post-COVID)

| SUBJECT | T-SQUARED AVRGE | STATE AVRGE | DIFFERENCE |
|------------------|-----------------|-------------|------------|
| English I | 691 | 682 | 9 |
| English II | 680 | 704 | -24 |
| Reading 8 | 665 | 700 | -35 |
| Reading 7 | 693 | 710 | -17 |
| Geometry | 643 | 692 | -49 |
| Algebra I | 671 | 699 | -28 |
| Math 8 | 685 | 698 | -13 |
| Math 7 | 681 | 698 | -17 |
| Biology | 679 | 710 | -31 |
| Science 8 | 680 | 717 | -37 |
| American History | 692 | 713 | -21 |
| Government | 698 | 713 | -15 |

STATE/SCHOOL AVERAGE COMPARISON—2022-23 (2nd year post-COVID)

| SUBJECT | T-SQUARED AVRGE | STATE AVRGE | DIFFERENCE |
|------------------|----------------------------|--------------------|-------------------|
| English I | 684 | 684 | 0 |
| English II | 691 | 704 | -13 |
| Reading 8 | 679 | 704 | -25 |
| Reading 7 | 687 | 713 | -26 |
| Geometry | 662 | 693 | -31 |
| Algebra I | 669 | 700 | -69 |
| Math 8 | 686 | 698 | -12 |
| Math 7 | 681 | 699 | -18 |
| Biology | 693 | 710 | -17 |
| Science 8 | 682 | 716 | -34 |
| American History | 700 | 714 | -14 |
| Government | 697 | 712 | -15 |

C. It was observed that our area of significant weakness is math.

III. GAP CLOSING INDICATOR

A. The Gap Closing Indicator measures the reduction in educational gaps for different student sub groups, such as Latino, Mexican, Indian or African American. This indicator proves that your educational program is effective. Pre-Covid we had scored an A—2018-19 school year. Last year, we were at 3 stars which is equivalent to a C. Our hope is that we will show significant growth to get us to a B at least.

IV. GRADUATION INDICATOR

A. The Graduation Indicator looks at the previous years student population percentage of graduation. It also looks at dropout rates for students who do not enroll in another

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school program after leaving your school. We were at a "C" prior to COVID and 3 stars last year. Our hope is to be a 4 stars this year.

V. COLLEGE, CAREER, WORKFORCE AND MILITARY READINESS INDICATOR

A. This indicator looks at how well prepared our students are for future opportunities based on if they have completed the following items listed below. This will be measured this year on the following items based on the number of students who have completed it.

a. Measurements of this indicator

- i. ACT Participation
- ii. **ACT: Remediation Free**
- iii. **SAT: Participation**
- iv. **SAT: Remediation Free**
- v. Honors Diploma
- vi. **Industry Recognized Credential**
- vii. **Advanced Placement: Participation**
- viii. **AP: Exam Score of 3 or better**
- ix. Dual Enrollment Credit
- x. **International Baccalaureate**
- xi. **IB: Exam Score of 4 or better**
- xii. ACT or SAT: Remediation Free
- xiii. **AP Score of 3 or better or IB Score of 4 or better**
- xiv. Military Enlistment
- xv. **Apprenticeship: Acceptance 18+**
- xvi. **Pre-Apprenticeship: Completion**
- xvii. **Apprenticeship: Completion**
- xviii. **CTE Technical Assessments: Score of Proficient or Better**
- xix. **Ohiomeansjobs Readiness Seal + 250 Hours of Work-Based Learning**

b. The red is all we cannot afford or we do not have the staff to complete.

VI. IMPROVEMENT PLAN ADDITIONS

a. READING

1. Comprehension Strategies will be increased across subject areas.

a. Summer reading program has been implemented.

i. Weekly passage reading from Commonlit Reading Program

ii. Parents have already been contacted and notified of the online program and students need to login

iii. Test scores sent to each parent and encouraged to do the reading

iv. Weekly email/phone reports to parents about progress

v. May 30-July 30

b. Targeted Tutoring

i. Built in additional reading class

ii. Based on testing score, students will be pulled

iii. After school tutoring twice a week with transportation

c. Purchase of Sadlier's vocabulary program

d. Build background knowledge by creating Blast Supplemental Units---

i. Example: If reading "One Flew Over The Cuckoo's Nest" and "The Yellow Wall Paper" (juniors)

e. Enforce with fidelity Culturally Relevant and Responsive Teaching strategies through ongoing teacher training.**

f. Enforce modeling of effective reading practices for longer than 1st quarter, model and guide for the semester, then slowly ween students into independent practice to use strategies.

g. Increase daily reading at home with the enforcement of the reading strategies.

h. Educate parents on reading strategies during September mandatory parent meetings to ensure parents are enforcing them as well.

i. Summer Planning/Training For Teachers

1. June 19, 21, 22 History Data Planning

2. June 6, 12, 15 Science/Math Data Planning

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3. June 6, 13, 20 ELA/Reading Data Planning

4. June 13 PE/Health/Art

b. MATH

a. Targeted Tutoring

i. Built in additional math class (depends on enrollment)

ii. Based on testing score, students will be pulled for tutoring during school

iii. After school tutoring twice a week with transportation

b. Purchase of Sadlier's math vocabulary and supplemental curriculum program

c. Enforce with fidelity Culturally Relevant and Responsive Teaching strategies through ongoing teacher training.**

d. Enforce modeling of effective reading practices for longer than 1st quarter, model and guide for the semester, then slowly ween students into independent practice to use strategies.

e. Increase daily reading at home with the enforcement of the reading strategies.

f. Educate parents on reading strategies during September mandatory parent meetings to ensure parents are enforcing them as well.

g. Summer Planning/Training For Teachers

5. June 19, 21, 22 History Data Planning

6. June 6, 12, 15 Science/Math Data Planning

7. June 6, 13, 20 ELA/Reading Data Planning

8. June 13 PE/Health/Art

c. College, Career Readiness

*This is still in discussion

INSTRUCTIONAL STRATEGIES THAT SUPPORT URBAN LEARNERS (Ford, 2022)

Culturally relevant and responsive teaching is more about *HOW* you teach the content standard rather than *WHAT* materials you use to teach it. Educators must understand the student’s cultural backgrounds to better understand how the students learn. Below is a grid that emphasizes the urban learner characteristics and the instructional practices that align with its implementation.

| URBAN LEARNER CHARACTERISTIC | INSTRUCTIONAL PRACTICE |
|---|---|
| Relates and comprehends real life scenarios | Include many real life problems and create opportunities to make them applicable to the students learning |
| Empathetic to social issues | Include issues from the news, stories of struggle you’ve read or heard about and relate them to the introduction of your standards |
| Many urban scholars are verbal learners--storytelling connects them to the content when they have not been exposed to it before | Include storytelling at the beginning of units; connect it to a social issue related to your standard |
| Cross-Curricular reading strategies engage when done consistently | Include underlining and notetaking in the margins of supplemental texts; when reading notetaking in margins increases comprehension of text |
| Visual Learner—seeing the end product or the standard increases understanding | Include as many visuals in your instruction to show students the standards |
| Direct/Implicit Instruction is best learning strategy | Include daily direct/implicit instruction on standard |
| Repetition helps urban scholars retain information | When teaching throughout the week, make it a point to revisit old standards as much as possible; include centers for |

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| | |
|--|---|
| | review and be sure a reteaching center with the educator is one; be sure “do now’s” are questions that include previous weeks lessons to reteach a concept; during new lessons, remind about previous standards taught and how they relate |
| Numerous examples help with understanding and retention | Provide examples throughout class; do more than one and be sure the examples are age appropriate and relatable. Model WHAT you want; Scaffold/Chunk HOW you want it |
| Practice is necessary for not only understanding the skill, but applying the skill | Include practice opportunities daily that focus on the standard/s you taught |
| Thematic learners | Ensure that learning is fluid; concepts connect |
| There is a need for immediate feedback/immediate correction | *Grade papers immediately, students want to know their weaknesses *Update grades weekly *Schedule student conferences *Be consistent with your discipline/follow your classroom and school discipline plan without deviation |
| Urban scholars love to speak or have their points heard | *Include opportunities for debate, Socratic seminars, group discussions, group activities *Have a learner centered classroom |
| Learning must be active | Incorporate actions or things that must be done during instruction to engage; graphic organizers, guided notes, etc |
| Must have structured classrooms and consistent/organized delivery of instruction | Implement a consistent routine and instructional framework |

ATTACHMENT 6: Ohio's Five-Step Process



It is very critical that we continuously revise and evaluate the education program that we offer. Every June, once state testing data has been published, our staff is requested to meet 4 days to review data, pacing guides, the curriculum and develop assessments for the new year. During these meetings, educators examine, reflect and adjust based on the data from the state test. Moreover, the meetings support Step 5 of the Ohio Five Step Process as we focus on making the necessary changes to improve for the next school year.

This aligns with our One Plan as we have identified 4 main areas of critical need. We have research evidence based strategies to support the goals and we have implemented as well as monitored the plan to support the goal. These 4 goals will be reviewed in June and we will collect all final evidence and make an informed decision to determine success or failure of our plan.

GOAL 1: Increase Parental Involvement

GOAL 2: Improve Attendance by decreasing Chronic Absenteeism

GOAL 3: Increase Administrations ability to garner outside support by encouraging effective teacher practices

GOAL 4: Increase Enrollment to Increase Educator Pay

ATTACHMENT 7: Industry Credentialing Pathways



The school will offer Industry Credentialing Pathways to support graduation and career options. T-Squared has received approval to become a CTE program in 2023-24 school year.

- A. Phlebotomy Certification
- B. Medical Aid
- C. Nursing in partnership with Tri-C
- D. Auto Mechanics in partnership with Tri-C
- E. Welding in partnership with Tri-C
- F. Robotics/Engineering in partnership with Tri-C
- G. Cosmetology Boutiques License

ATTACHMENT 8: Eliminate/Delete



This has been done.

ATTACHMENT 9: Science of Reading/Literacy Development Plan



The DEW Professional Development K-12 Science of Reading was implemented after the submission of this application for grades 7-12 and was implemented for our grade level for training as early as March 15th of this year. Although our intentions are to take a deep dive into this requirement, we have not reviewed this information in detail to support this question as the training is not required to be completed until 2025.

Our ELA team will begin working on the literacy plan for our students in the summer per the requirement and after we have attended the training.

ATTACHMENT 10: Teacher Evaluation/Professional Development



If every T-Squared Honors Academy (T2HA) scholar is to have access to great teachers and school leaders, teachers must have continuous opportunities for development and recognition. The school will invest in opportunities for career growth and other ways to recognize the most effective staff at all levels. The school's focus on instructional leadership, feedback, job-embedded coaching, and professional development experiences will contribute to its accountability to its goals, mission, and vision.

At T-Squared teachers are evaluated using the 7 Ohio Standards for the Teaching Profession. Two observations are conducted throughout the year, one in the fall and one in the spring. After the two observations, teachers are given a final evaluation that highlights each area of strength and weakness. See attached observation and evaluation document following this information provided.

The PD schedule for teachers will begin well before the start of the school year. Each summer for two weeks, teachers will be immersed in training. Once the school year begins, training will continue with monthly in-service days, workshops, and weekly professional development. Teachers will receive at least 140 hours of development training during the school year. Teachers will also be able to select their own PD's to support their growth by attending BER or ESC trainings.

The scope and sequence for professional development will be aligned to the seven Ohio Standards for Professional Development as well as chosen topics that will be dictated by data trends from school culture and instruction. Data from formal OTES 2.0 observations, weekly drop-in observations, and scholar progress will guide PD throughout the year. T2HA administration believes that effective professional learning is results-driven, standards-based, content-rich, school-centered, and job-embedded. Each of these areas will be the focus of PD to ensure plan effectiveness and efficacy.

Topics for professional development will include (but are not limited to) the following and will be updated throughout each school year as needed based on data and trends.

Standard 1: Learning Communities

- T2HA Mission, Vision, & Culture of Excellence
- T2HA Instructional Vision & Goals
- T2HA Adult Culture & the Adult Learning Community
- Teacher Observation & Feedback Cycle
- T2HA Teaching, Assessment, & Data Cycle
- PLCs & How to Impact Teaching

Standard 2: Leadership

- RESA Training & Support for RE Mentors
- Teacher Leader Observation & Feedback Cycle

Standard 3: Resources

- Teach Like a Champion Instructional Strategies & Accompanying Resources
- Webb's Depth of Knowledge Rubrics
- Bloom's Taxonomy Rubrics
- Website Resources for Rigorous Lessons
- Rigorous Reading
- Text Dependent Questions
- Writing for Understanding (T2 Writing Process)
- Nix the Tricks for better Conceptual Understanding in Math

Standard 4: Data

- Using Data to Inform Instruction
- Weekly/Biweekly Assessments
- Intellectual Reflections & Exit Tickets
- Teaching & Learning Cycle
- Data Analysis & Reflection Protocols
- Student Work Protocols
- Ohio Improvement Plans/T-Squared Developed Improvement Plans

Standard 5: Learning Designs

- Teacher Observation & Feedback Cycle
- Growth Mindset

Standard 6: Implementation

- Educator/Administrator Smart Goals and Implementation
- Teacher Observation & Feedback Cycle
- Weekly Data & Planning Meetings for Teachers and Instructional Staff

Standard 7: Outcomes

- Ohio Learning Standards: Unpacking to Understand Content
- Understanding the Instructional Shifts in Math & ELA
- T2HA Lesson Planning & Implementation
- T2HA Classroom Configurations
- T2HA Systems, Routines, & Procedures
- Literacy in Science and Social Studies
- Leadership Walk Throughs and Their Impact

School leadership will use Individual Professional Development Plans, workshop feedback, surveys, and class observations and walkthroughs to determine which teachers need additional support and instructional coaching. Through this ongoing and pervasive professional development plan, T2HA will ensure that all teachers are providing high-quality instruction and preparing scholars for success.

Formal Observation: Guidelines for *Evaluators*

Evaluators should bring the following to the formal observation:

- The most recent version of the teacher's *Pre-Observation Planning and Lesson Reflection Form* (with any revisions from the conference)
- The *Observation Narrative Form*

The evaluator should use the *Observation Narrative Form* to record observable evidence around each element on the form. These notes should document what is observable in the classroom – what is seen, heard, or observed. These notes should not include an evaluation or analysis of what this evidence suggests about the teacher's practice.

Observation Narrative Form

Teacher: **John Bramley**
 School: **T-Squared Honors Academy**
 Subject: **8th Grade Math**
 Grade: **8th**

Observation: **1** **2**
 Evaluator: **Dr. Ford**
 Date & Time of Observation: **5/1/2023 8:07am**
 Date & Time of Post-Conference:

DIRECTIONS: During the classroom observation, the evaluator records evidence for each of the following.

| Criteria for Observation | Possible Sources of Evidence | Evaluator Observations |
|---|--|--|
| <p>LESSON DELIVERY</p> <ul style="list-style-type: none"> Lesson objectives (Standard 2: Content / posted Standard 4: Instruction) Communication of clear reference to learning goals Use of activities to promote independence and problem-solving procedures Use of content-specific objectives, instructional strategies to understanding of teach concepts and skills and of how to Application of knowledge of how students learn to instructional design and use of examples delivery student learning | <ul style="list-style-type: none"> Lesson communicated or Explicit objectives Clear Clarity of Student objectives participate Meaningful to support Student | <p>Please see attached or emailed observation narrative.</p> |

| | | |
|---|--|---|
| <p>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • Identification, instruction and intervention for special populations • Differentiation of instruction to support learning needs of all students | <p>Evidence of differentiation</p> <ul style="list-style-type: none"> • Attempt to modify pace, content, products for individuals or groups • All students appear appropriately challenged | <p>In this lesson, Mr. Bramley did not modify the pace for students who needed additional supports. However, he did walk around to the groups to determine if they understood the concept being taught.</p> |
| <p>RESOURCES (Standard 2: Content / Standard 4: Instruction)</p> <ul style="list-style-type: none"> • Use of varied resources to support learner needs | <p>Resources appropriate to students</p> <ul style="list-style-type: none"> • Resources aligned with objectives | <p>The resources used were appropriate for the students. A worksheet was given to practice the concept being discussed.</p> |

| | | |
|--|---|---|
| <p>TEACH</p> <p>CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Environment)</p> <ul style="list-style-type: none"> • Use of strategies to motivate students to work productively and assume responsibility • Creation of learning situations for independent and collaborative work • Maintenance of an environment that is conducive to learning for all students | <ul style="list-style-type: none"> • Students are engaged • Students are working independently • Students are working in different groups, independently, as a whole class • Involvement of students | <p>Mr. Bramley was going over a 2-3 page worksheet in the front of the class. No examples were shared on the board to support SPED learners, it was a verbal review. He then allowed the students to work in groups on the worksheet. Initially students were involved, but after 15 minutes of listening and working on the subject, the students were noticeably beginning to lose interest. At this time, a transition should have been done to either do more practice on another weak standard or play a game.</p> |
| <p>ASSESS</p> <p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction | <ul style="list-style-type: none"> • Assessment strategies align to objectives • Assessments allow for demonstration of learning • Assessments are varied • Assessments are systematic • Assessments are appropriate to lesson/students • Understanding is monitored through: <ul style="list-style-type: none"> ○ Checking work ○ Asking questions ○ Verbal/nonverbal cues ○ Feedback | <p>The assessment of student learning was not noted in this lesson via test or exams. Mr. Bramley does biweekly assessments to analyze the mastery of his students on various standards.</p> |

SUMMATION:

Mr. Bramley does a great job starting the class and providing the expectations. The students are prepared to learn and want to understand the lesson.

Mr. Bramley still had a few issues that should be addressed if he would like to see improvements in student growth in math. Monitoring time and knowing his students is very important in his planning. Working on a 2-3 page worksheet for more than 20 minutes when it is noted that the students are becoming restless should have prompted a change in the lessons direction. Moreover, students who are well known to hangout with one another or who are close friends should not sit together because that is a recipe for disaster. Seating arrangements should be well thought out and enforced to ensure to minimize instructional distractions.

Over the past few years, he has struggled with increasing his growth and achievement on state exams and after this observation, there are a few reasons that could contribute to this. Mr. Bramley is beginning to exhibit characteristics of first year teachers where significant amounts of downtime is causing students to repeatedly be sent out of the classroom instead of improving on the management of his class. In previous years, his team would use dojo points or some other strategy to decrease disruptions, this year nothing was done to improve the behaviors of the students, so they became progressively worse. It was noted that Mr. Bramley has begun "arguing" back and forth with the students which was a characteristic that he has worked on over the years, but it has manifested again this year. Strong planning, structure, fairness and consistency in the classroom was evident in previous years, but this year it has been a struggle for Mr. Bramley.

Teacher's Signature _____

Date _____

Evaluator's Signature _____

Date _____

Note: The teacher and evaluator will sign the observation narrative form to indicate that the lesson has been reviewed and discussed, not that the teacher necessarily agrees with the observation comments on this form.

T² Honors Academy Teacher Evaluation System

Final Observation Review

Employee's Name: John Bramley Building: T² Honors Academy

Grade/Subject: 7/8th Grade Math/Science Evaluator: Dr. India R. Ford

Were written plans for the lesson available and reviewed? YES NO Not Applicable

Individual Standards Evaluation Scale:

| Ineffective (I) | Developing (D) | Skilled (S) | Accomplished (A) |
|---|---|---|---|
| The teacher does not demonstrate minimum competency for the standard. | The teacher demonstrates minimum competency for the standard. | The teacher meets the expectation for performance and fully demonstrates knowledge of the standard. | The teacher demonstrates exceptional knowledge and performance of the standard. |

| Standard | Rating | Evidence |
|---|--------|--|
| 1.1 Displays knowledge of how students learn using developmentally appropriate strategies | S | <ul style="list-style-type: none"> ● Mr. Bramley utilizes a variety of quality learning strategies in his lessons, all of which were developmentally appropriate. ● Mr. Bramley regularly utilizes a variety of high-quality science strategies including: labs, case studies and targeted research practices. ● Mr. Bramley also takes the time to include and support science strategies by encouraging students to underline and take notes in the margins of his science sciences. |
| 1.2 Understanding of what students know and are able to do | S | <ul style="list-style-type: none"> ● Mr. Bramley designs learning opportunities that cater to a variety of learners. He designs lessons that are specific to individual student needs and regularly uses data to drive lessons that students undertake. ● Formative assessments are used to determine if students have grasped Science concepts taught. ● Mr. Bramley consistently uses science strategies that are culturally relevant and students who are in urban settings increase their engagement and comprehension skills because of it as evidenced by his increase in his state test exams. |
| 1.3 Identification, instruction and intervention for special populations | S | <ul style="list-style-type: none"> ● Formative assessments are used to gauge instructional effectiveness during lesson delivery as evidenced during walkthroughs. ● Mr. Bramley uses data from his IR's to determine student-learning goals and to address students' areas of weakness. He reteaches concepts to students who may not understand based on their IR scores. ● Mr. Bramley provides research-based strategies, such as underlining key details or the use of graphic organizers, for students who have been identified as struggling students by working with the intervention specialist to modify the pace and amount of work as identified to align with student IEPs/504's. |

STUDENTS

| Standard | Rating | Evidence |
|---|--------|---|
| 1.4 Respect and high expectations for all students | S | <ul style="list-style-type: none"> • Witnessed during the observation, Mr. Bramley communicates expectations to students verbally daily. • Mr. Bramley provides a structured environment within his classroom to support all learners and promotes high expectations for all students. • Students are treated with respect and are held accountable for their actions as noted by his posted rules. |
| 2.1 Knowledge and use of content-specific instructional strategies to teach concepts and skills | S | <ul style="list-style-type: none"> • During the lesson plan reviews, Mr. Bramley utilizes developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. • He uses a guided lesson design to model critical thinking skills with his students. Students benefit from multiple opportunities to use instructional strategies to support learning as evidenced. • Mr. Bramley teaches to the learning goal most of the time when visible to administration (I Can statement) written on the board and lesson plan and verbally highlights the goal to the students during instruction. |
| 2.2 Implements school and district curriculum priorities and Ohio academic content standards /Common Core | S | <ul style="list-style-type: none"> • Mr. Bramley has worked to consistently implement the established lesson design and instructional framework, which provides students with the access to the regular education curriculum. • He is able to articulate a connection to Academy priorities and how they meet the standards as set by the state standards. • During observations and informal walkthroughs, I observed: <ul style="list-style-type: none"> ○ Modeling ○ Read aloud ○ Guided and scaffolding Questions ○ Student discourse ○ Focused practice |

Standard 2: Content

| | | | |
|--|---|-----------------|--|
| | <p>2.3 Relationship of knowledge within the discipline to other content areas and connection of content to life experiences and career opportunities</p> | <p>S</p> | <ul style="list-style-type: none"> ● Lessons are clearly focused on the state standards and the design of rigorous tasks for students. ● As observed through classroom walkthroughs, Mr. Bramley continually incorporates and integrates science into his learning sessions to maximize instructional time and efficiently engage students so that learning and content is enforced continually and built upon. ● Lessons have a clear connection to previously learned concepts and identify a concise focus for learning, but Mr. Bramley should focus on if the students understand the content before moving on. ● This year, real-life connections have been observed through walkthroughs in lesson design and implementation of rigorous tasks. |
|--|---|-----------------|--|

| Standard 3: Assessment | |
|--|--|
| <p>3.1 Knowledge of assessment types and use of varied diagnostic, formative and summative assessments</p> | <p>S</p> <ul style="list-style-type: none"> ● Lesson plans indicate that Mr. Bramley has implemented a bi-weekly assessment structure as opposed to a weekly structure and has used the data to guide his instruction. ● Mr. Bramley's assessments are very strong in that they truly address the standards that he has taught. His selected quarterly and biweekly assessments allow for students to not only practice the math and science strategies taught. |
| <p>3.2 Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</p> | <p>S</p> <ul style="list-style-type: none"> ● Lesson plan review and walkthroughs show that Mr. Bramley utilizes paper-based tests and computer based tests as forms of assessments. ● Mr. Bramley has begun to establish how and which data he utilizes to inform instructional planning and delivery through reflecting on the weaknesses of his students. |
| <p>3.3 Communication of results to students, parents/guardians, administrators, and teaching team.</p> | <p>S</p> <ul style="list-style-type: none"> ● During requested phone log submissions, Mr. Bramley outlined his two chief methods for communicating results to administration – email and phone. He has become stronger in her efforts to improve parent communication and has a strong rapport with the students, staff and parents. ● Mr. Bramley should work on strategies to share results of assessments with parents in order to help them better understand the strengths and weaknesses of their scholars. This is also one of his SMART goals. |
| <p>3.4 Inclusion of student self-assessment and goal-setting</p> | <p>D</p> <ul style="list-style-type: none"> ● Mr. Bramley has yet to establish a method where students set goals based on assessment results or during student/teacher conferences. He should make an effort to sit with students and specify their needs on an individual basis in addition to setting personal achievement goals for testing in the beginning of the year. Then he will be able to closely monitor their movement in achieving the goals created. A portfolio that documents their progress and goals created would best to show growth and share with parents. |

| | | | |
|---|--|--|--|
| <p>Standard 4: Instruction</p> | <p>4.1 Alignment to school and district priorities and Ohio academic content standards/Common Core</p> | <p>S</p> | <ul style="list-style-type: none"> ● The formal observation, walkthroughs, and lesson plan reviews indicate that Mr. Bramley' instruction is strongly aligned to Academy priorities and the state standards. ● Mr. Bramley should make a concerted effort to change his wall decorations each quarter to better align with the novels discussed. |
| <p>4.2 Teacher uses individual student information (knowledge of student learning, development, interest, prior knowledge and background information) to plan and deliver instruction</p> | <p>S</p> | <ul style="list-style-type: none"> ● Mr. Bramley has utilized a variety of strategies to help him improve student learning and to draw from student prior knowledge. ● All of the strategies he has utilized this year has helped to demonstrate competent use of individual student information via IR's and biweekly exams. | |
| <p>4.3 Communication of clear and measurable learning goals to students</p> | <p>S</p> | <ul style="list-style-type: none"> ● Goals for learning are communicated orally and by the use of examples. ● Mr. Bramley communicates students' success by complimenting them on their correct responses. ● During formal observations and walkthroughs, Mr. Bramley has been observed incorporating rigorous and relevant daily objectives in the form of "I Can" statements. | |

| | | |
|--|-----------------|---|
| <p>4.4 Application of knowledge of how students learn to design and deliver instruction</p> | <p>S</p> | <ul style="list-style-type: none"> ● Mr. Bramley demonstrates evidence in the form of effective lesson plans that display his knowledge of how students learn through the design and delivery of effective instruction. ● He incorporates: <ul style="list-style-type: none"> ○ Modeling ○ Differentiation through center-based activities ○ 1 Can Statements ○ Focused practice ○ Individualized activities ○ Pairing of students |
| <p>4.5 Differentiation of instruction to support the learning needs of all students</p> | <p>S</p> | <p>Mr. Bramley has submitted biweekly exams to show the identification of the students weaknesses. He documents the use of data to support individual student needs as observed through information gathered during formal and informal walkthroughs.</p> <ul style="list-style-type: none"> ● Direct instruction ● Scaffolding ● Modeling ● Use of technology ● Graphic organizers ● Peer tutors |
| <p>4.6 Use of varied strategies to actively challenge and engage students to promote independence and problem-solving</p> | <p>S</p> | <ul style="list-style-type: none"> ● Mr. Bramley works hard to keep the class interesting by varying his instructional techniques. (I.e. small-groups, student-centered presentations, discourse, projects) ● Instructional strategies and methods that he uses to engage students and promote independent learning and problem solving consist of a balance of direct instruction, guided practice, focused remediation, and small groups. |

| | | | |
|--|--|---|--|
| | <p>4.7 Use of varied resources to support learner needs so that students will demonstrate mastery</p> | S | <ul style="list-style-type: none"> ● Walkthroughs and lesson plan reviews show Mr. Bramley's use of varied resources to support the learning needs of all students. ● During the formal observations, Mr. Bramley utilized the board, facilitated class discussions, which included discourse and writing as well as read aloud. ● Although Mr. Bramley uses a variety of resources, checking for understanding should be done more frequently and administration would like to see that more next school year. |
|--|--|---|--|

| | | |
|---|----------|--|
| <p>5.1 Fair and equitable treatment of all students</p> | <p>A</p> | <ul style="list-style-type: none"> ● Mr. Bramley has established good relationships with his students and parents. It is evidenced by the interactions and display of respect when interacting with both parties. ● Mr. Bramley sets consistent and fair expectations for students within his classes and maintains the treatment throughout the duration of the time he interacts with the students within the school. He is observed through walkthroughs and observations on a regular basis. ● Educational time spent with each student is equitable and the treatment given to each student based on their needs is demonstrated as equitable through the delivery of instruction on a daily basis. ● High expectations are consistently evidenced in the clear learning goals provided to students during formal and informal observations. |
| <p>5.2 Establish and maintain a safe learning environment that is conducive to learning for all students</p> | <p>S</p> | <ul style="list-style-type: none"> ● Mr. Bramley has developed and maintained positive relationships and celebrating student achievement which is important in creating a classroom environment that is respectful and conducive to learning. ● Classroom management has been established within Mr. Bramley's classroom but he still should work on minimizing arguments, consistently enforcing his seating chart and closely monitoring the class while students are present by walking around. ● "I Can" statements are present on the board to assure students are fully aware of what is expected of them. ● Routines have been established and it is evident that students are aware of the routine. There is evidenced through their behavior during each transition, moving smoothly into the next portion of the lesson. ● Mr. Bramley should still work on consistently addressing interruptions or talking during IR's or his direct instruction. |
| <p>5.3 Use of strategies to motivate students to work productively and assume responsibility for learning</p> | <p>S</p> | <ul style="list-style-type: none"> ● During walkthroughs and formal observation, routines and procedures run smoothly as students work productively and assume responsibility for their learning. ● Furthermore, it appears as though his students are eager to receive his acknowledgment and are positively motivated by the prospect of receiving commendations from him. |

| | | |
|---|---|---|
| <p>5.4 Creation of learning situations for independent and collaborative work which maximizes use of instructional time</p> | S | <ul style="list-style-type: none"> • Mr. Bramley creates learning situations in which students work independently, collaboratively maximizing instructional time. • Mr. Bramley creates center-based activities that align with his biweekly assessments to target student weaknesses. This allows him to provide small group instruction that supports learning. |
|---|---|---|

| | | |
|--|---|--|
| Standard 6: Collaboration & Communication | | |
| <p>6.1 Clear and effective communication with students, teachers, administrators, school and district staff, and when applicable, local community agencies</p> | A | <ul style="list-style-type: none"> • Mr. Bramley has utilized a variety of strategies to communicate with students and parents including phone calls, and emails. • Mr. Bramley has communicated in a professional and appropriate manner with administrative and support staff. |
| <p>6.2 Shared responsibility with parents/caregivers to support student learning</p> | S | <ul style="list-style-type: none"> • While Mr. Bramley has made phone calls for academic purposes, an increase in parent engagement through parent contact would help develop and strengthen his ability to manage the class. • Mr. Bramley continues to effectively communicate with his parents, but per his SMART goals he should attempt to take his communication to another level by sharing his data. |
| <p>6.3 Collaboration with teachers, administrators, school and district staff, and when applicable, local community agencies</p> | A | <ul style="list-style-type: none"> • Mr. Bramley maintains communication with administration regarding student needs. • He communicates with students, teachers, administrators, and parents. • Mr. Bramley communicates effectively with administration through email, conversation, and feedback at group meetings. |

| Standard 7: Professional Responsibility and Growth | |
|--|---|
| 7.1 Understanding of and adherence to professional ethics, district policies and legal codes | <p>A</p> <ul style="list-style-type: none"> Mr. Bramley supports Academy initiatives while adhering to professional ethics and legal codes. He has an understanding of district and state special education policies evidenced in daily interactions with staff and administration. He is timely to duties and responsibilities evidenced by administration and even does more if asked. Mr. Bramley attends required meetings and professional development evidenced from sign in sheets. |
| 7.2 Engagement in continuous, purposeful professional development and implementation in the classroom | <p>S</p> <ul style="list-style-type: none"> Mr. Bramley has demonstrated a willingness to implement instructional and management strategies proposed by colleagues and administration. Mr. Bramley has participated in professional development to support his instructional needs. |
| 7.3 Teachers set measurable, rigorous goals and taken clear steps to achieve them | <p>D</p> <ul style="list-style-type: none"> Mr. Bramley created two relevant and specific SMART goals. He set goals that address what he believed to be areas of priority and ensures that they follow the SMART format, but did not follow them as necessary for growth. Standard #6 and 7 were the focus goals, but due to external factors, Mr. Bramley struggled with his emotions and maintaining them in the classroom and the parent engagement to include more parents knowing about their scholars assessments was done minimally. Next year, Mr. Bramley should continue to work on these goals to strengthen his areas of weakness. |
| 7.4 Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement | <p>A</p> <ul style="list-style-type: none"> Mr. Bramley maintains a positive attitude and models appropriate respectful interactions with students, teachers, and administrators. Mr. Bramley works as an active participant in the learning culture of the school and is a strong change agent for students. |

Overall Performance Rating

| Ineffective | Developing | Skilled | Accomplished |
|---|--|--|--|
| The teacher consistently fails to demonstrate minimum competency. There is little or no improvement over time. The teacher requires immediate assistance in the area. | The teacher demonstrated minimum competency. The teacher is making progress but requires ongoing professional support for necessary growth to occur. | The teacher consistently meets expectations for performance and fully demonstrates overall competency. | The teacher is a leader and model of the standard in the classroom, school and district; exceeding expectations for performance. |

Overall Rating: Ineffective Developing **X** Skilled Accomplished

Commendations: Although this was a difficult year for Mr. Bramley, he still exhibited a number of positive professional educator strengths which included his attendance, his dependability and his commitment to the students. It is evident that he truly loves education and he enjoys teaching which shows in his desire to attend school everyday even if he is under the weather. His students like his class especially when he is bringing in his energy and creativity.

Recommendations: Mr. Bramley's year has been a bit of a struggle with a number of knocks that occurred. Unfortunately, old habits from previous years manifested through the outward expression of his frustrations. Mr. Bramley reverted back to arguing with students instead of providing clarity and showing his patience. Usually, disengaged students cause issues, especially when there is a break down in structure. Mr. Bramley and I had conversations about engagement when discussing his observations. We also discussed checking for understanding, during DI, slow down and reteach concepts that the students do not understand, and using the curriculum as a tool and not just trying to get through it. Mr. Bramley should focus on improving his engagement for next school year by focusing on culturally relevant activities and practices, real-world problems and center based instruction. Usually Mr. Bramley is very creative and attempts to come up with ideas on how to make math interesting and fun for students, this year he just stuck with the books did not bring in a number of fun activities to practice skills except for worksheet-based from the curriculum. Mr. Bramley should go back to the root of his passion to reengage, reflect and restart for next school year.

Employees Comments:

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

Conference Date _____

*The signature of the employee does not indicate agreement with the ratings or comments, but rather that they received a copy of the form.

ATTACHMENT 11: RESA/LPDC



RESA—Educators who are a part of the RESA program are supported through our Mentoring System. Although the RESA exam is now tested in the second year, the activities required post second year are still a part of our program. (see attached)

LPDC—Please see attached LPDC requirements for our educators. All educators, including RESA participants, are seen by our LPDC to keep educators on track as well as to remind them of their expectations. Submissions are required by both and reviewed by our LPDC committee on the scheduled calendar days. The LPDC committee meets twice a year in the fall and the spring. They will meet more often depending on the number of renewals scheduled for the year.

Please review attached. These documents will be updated for the 2024-25 school year due to changes noted by the LPDC committee.

T-SQUARED HONORS ACADEMY



I. Overview

The **Ohio Resident Educator Program** is a comprehensive multi-year induction program resulting in Professional Licensure during which a veteran teacher serves in the role of a mentor to a teacher who is new to the profession. In order to advance to a five-year professional license, resident educators must complete the Resident Educator Summative Assessment (RESA). The Ohio Resident Educator Program represents the first steps on a path of continued professional learning, leading educators to more effective practices and excellence in teaching. T-Squared Honors Academy's program is designed to work in concert with the Ohio Teacher Evaluation System (OTES) and is therefore aligned closely with the Standards for Ohio's Educators.

II. PURPOSE

The purpose of the Ohio Resident Educator Program is to provide a program of support and formative assistance for teachers new to the profession. The program is not evaluative; rather it is designed to:

- *enhance the teacher's skills;
- *retain the teacher in the district; and
- *support him/her in achieving a five-year professional license.

III. PROGRAM COMPONENTS

The program coordinator and lead mentors organize the program, report required data to the Ohio Department of Education, and provide ongoing professional development and support for mentors and resident educators based on the level of residency.

Credentialed mentors provide job-embedded support, assistance and guidance to resident educators through a four-year induction cycle.

Resident educators and mentors work collaboratively to enable the resident educator to demonstrate mastery of the Ohio Instructional Cycle through the Resident Educator Summative Assessment.

The Ohio Resident Educator Program is a four-year induction system of support and mentoring for new teachers. Successful completion of the residency program is required to qualify for a five-year professional educator license.

Eligibility Requirements for participation in the Ohio Resident Educator (RE) Program:

- Hold a valid resident educator license or alternative resident educator license of any type, or a one year out of state educator license;
- be employed by T-Squared Honors Academy
- Teach at least two classes or .25 FTE in the RE's area of licensure or in the area in which the RE holds a supplemental teaching license;
- Be responsible for planning and delivering standards - based, preK-12 curriculum to students and evaluating their progress;
- work 120 days as defined by Ohio Revised Code; and
- Be assigned an ODE - Certified, trained mentor by T2HA

Resident Educator - Year 3

In conjunction with Stanford University and ODE, qualified candidates in Year 3 of the Ohio Resident Educator Program are eligible to begin submission of lesson plans, instructional materials, analysis of student learning, student work samples, video clips of lessons and teacher reflections to complete the Resident Educator Summative Assessment (RESA). A state-trained facilitator will be assigned to each candidate, in lieu of a mentor. Candidates should refer to your year 3 timeline and direct questions to the facilitator (ODE) as soon as possible and as often as necessary.

Teachers who are not prepared to begin RESA submission will continue to hone skills necessary for successful submission in Year 4; those individuals will continue to work with a mentor and should refer to the timeline provided below.

Resident Educator - Year 4

Educators who did not complete RESA in Year 3 are to follow the timeline for submission.

Educators who completed submissions for RESA will be notified of their status by mid-December; any task that was incomplete at the time of submission and/or any failed task must be resubmitted in accordance with the timeline.

OHIO RESIDENT EDUCATOR PROGRAM

The Ohio Resident Educator Program Mentor Standards-at-a-Glance

The Ohio Resident Educator Mentor Standards provide principles of professional practice for mentors who support resident educators in the Ohio Resident Educator Program.

The Elements that correspond to the Mentor Standards are more specific statements of mentors' demonstration of their knowledge, skills, and dispositions as mentors.

Mentor Standard 1: Committing and Communicating to Build Quality Mentoring Relationships

Standard: Mentors demonstrate commitment to advance the professional learning and practice of Resident Educators.

Element: Mentors commit to the roles and responsibilities of mentoring and dedicate themselves to maintaining timely and appropriate communications with Resident Educators.

Mentor Standard 2: Designing and Facilitating Professional Development

Standard: Mentors design and facilitate professional development for Resident Educators.

Element: Mentors facilitate professional development experiences purposefully designed to meet the identified needs and concerns of Resident Educators.

Mentor Standard 3: Creating and Fostering Positive Learning Environments

Standard: Mentors create and foster positive learning environments for Resident Educators.

Element: Mentors create and foster the development of positive learning environments in which Resident Educators accelerate professional growth.

Mentor Standard 4: Advocating and Coaching for Student Success

Standard: Mentors support Resident Educators' instructional and assessment practices.

Element: Mentors advocate for student learning and employ instructional mentoring strategies designed to help Resident Educators enhance student learning.

Mentor Standard 5: Modeling and Promoting Professionalism

Standard: Mentors develop as leaders and learners through professional growth.

Element: Mentors serve as models of professionalism in their development as professional educators.

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE








LPDC

This committee was created to assure that educators continue to remain lifelong learners in a changing society. It allows educators to remain current in educational trends and promote consistent and rigorous instruction for those students that are serviced.

T-Squared Honors Academy

7/1/2016

LPDC Step-by-Step IPDP Approval Process

| 1 | 2 | 3 | 4 |
|--|---|---|--|
| <p>Approval of Goals</p>  | <p>Pre-approval PD</p> <p><i>* If required by LPDC</i></p> | <p>Evaluation of Approved PD</p>  | <p>Final Review</p>  |
| <p>Approve educator's IPDP goals.</p>  | <p>Review educator's submissions for preapproval of PD activity.</p>  | <p>Review educator's evaluations of & reflections on approved PD activities. Enter on matrix document.</p>  | <p>Complete final evaluation to assure that all six PD standards are addressed.</p>  |



Think of it as a PROCESS rather than a plan.

**WORKSHOP/ACTIVITY VERIFICATION
(One Activity per Form)**

Name: _____ Position: _____ Date: _____

Return this form to the LPDC within one calendar year of the completion of specified activity.
Indicate the activity and complete as directed.

Indicate type of activity: _____ Committee Work Activity: Signature of Chairperson.
_____ Independent Activity Projects: Proof of activity as set by the
guidelines of LPDC.

| Specific Title or Proposed area of Study | Date(s) of Activity | Clock Hours Requested or College Credit Hrs. | Meets Which IPDP Goal s |
|--|---------------------|--|-------------------------|
| | | | |

- You may not count lunch breaks. Specific hours will be granted according to guidelines of LPDC.
- If this activity was not pre-approved, how does this activity help you work toward your IPDP goals? Be specific.

Signature of Participant _____ Date _____

| |
|--|
| <p>LPDC USE ONLY</p> <p>_____ Approved _____ Disapproved _____</p> <p>_____ LPDC Representative _____ Date _____</p> <p>Evaluation Rubric</p> <p>_____ needs more information/identification of title and/or area of study</p> <p>_____ indicate or clarify date(s)</p> <p>_____ needs supporting documentation (if available)</p> <p>_____ correlate activity to IPDP goals</p> <p>_____ submit an original, not a copy</p> <p>Questions, please contact a LPDC committee member.</p> |
|--|

| | |
|-------------------------|--------------------------|
| Number of contact hours | Number of CEUs requested |
|-------------------------|--------------------------|

Please turn to page entitled "Evaluation of Approved PD" and check the box or boxes in front of the PD standards you expect to address in this PD experience. Refer to the Quick Reference Guide Ohio Standards for Professional Development, pp.2-3, to review the Core Elements for each of the seven standards.

Signature of applicant _____

Date _____

DO NOT MARK BELOW THIS LINE. FOR LPDC USE ONLY.

Revise/Resubmit

Revision Advice:

-OR-

Approved as written

Approval Signature _____

Date _____

District Name

Preapproval Form: To be submitted prior to engaging in PD

| | |
|---|---------------------------------------|
| Name: <i>Middle School Teacher</i> | IPDP Approval Date: <i>12/10/2008</i> |
| Teaching/Work Assignment: <i>Grade 6 Science</i> | |
| District & Building/School Name: <i>Small Town Middle School</i> | |
| Date(s) of Professional Development: <i>2/14/2009 to 4/30/2009</i> | |
| Location of Professional Development: <i>Central Office - Technology Lab</i> | |
| Title of Professional Development: (Specify) <i>Infusing Technology Into the Science Curriculum</i> | |
| Type Select one or more as appropriate. <input type="checkbox"/> College/university course <input checked="" type="checkbox"/> Ongoing series of workshop sessions <input type="checkbox"/> Conference <input type="checkbox"/> Single workshop <input type="checkbox"/> Professional Learning Team/Community Involvement <input type="checkbox"/> Independent study/action research <input type="checkbox"/> Professional educational organization activities <input type="checkbox"/> District leadership team, LPDC, curriculum development, school improvement <input type="checkbox"/> Coaching/mentoring student teachers, new teachers or teachers in need <input type="checkbox"/> Other, not listed above: (Specify) _____ | |
| Description of PD <i>This is a series of workshops (10 sessions) that will focus on using the Smart Board, digital imager, and the internet to improve science instruction in the classroom. The teacher will be shown how to create and utilize computer learning games, power point presentations, webcasts, and webquests. The teachers will then develop products to use in their science classrooms. The teachers will be requested to focus on an area of science instruction where they feel they need additional teaching strategies and in-servicing.</i> | |
| IPDP Goal(s) applicable to this PD <i>Goal 2</i> <i>Explore varied teaching strategies and methods so as to best meet the needs of each individual learner in my classroom.</i> <i>Goal 3</i> <i>Acquire more knowledge about Earth Science so as to better understand the content standards and more effectively design and instruct the Earth Science Content Standards for my grade level.</i> | |

LPDC APPEAL PROCESS FORM

NAME OF PERSON REQUESTING APPEAL: _____ DATE: _____

IT IS THE APPELLANT'S RESPONSIBILITY TO SELECT A CERTIFIED OR LICENSED EDUCATOR TO SERVE AS HIS/HER CHOICE ON THE THIRD PARTY REVIEW PANEL. ON THE LINE BELOW, PLEASE WRITE THE NAME OF THE PERSON YOU HAVE REQUESTED TO SERVE.

NAME HOME ADDRESS PHONE NUMBER

PLEASE SUPPLY THE NAMES OF FIVE OTHER CERTIFIED OR LICENSED EDUCATORS WHO YOU WOULD NOT OBJECT TO AS BEING THE THIRD MUTUALLY AGREED UPON PANEL MEMBER.

NAME HOME ADDRESS PHONE NUMBER

LPDC APPEALS NOTIFICATION

_____ AGREEMENT HAS BEEN REACHED ON THE SELECTION OF THE PANEL MEMBERS. THEY ARE AS FOLLOWS:

_____ (LPDC CHOICE)
_____ (APPELLANT'S CHOICE)
_____ (MUTUAL CHOICE)

THE THIRD PARTY REVIEW WILL OCCUR ON (DATE) _____ AT _____ AM/PM.
YOU MAY BE PRESENT AT THIS REVIEW.

_____ AGREEMENT HAS NOT BEEN REACHED ON THE SELECTION OF PANEL MEMBERS. ON THE BACK OF THIS FORM, PLEASE SUPPLY US WITH FIVE ADDITIONAL NAMES.

SIGNATURE OF LPDC REPRESENTATIVE DATE



T-Squared Honors Academy

Preapproval Form: To be submitted *prior to* engaging in PD

| | |
|---|---------------------|
| Name: | IPDP Approval Date: |
| Teaching/Work Assignment: | |
| District & Building/School Name: | |
| Date(s) of Professional Development: | |
| Location of Professional Development: | |
| Title of Professional Development: (Specify) | |
| <p>Select one or more as appropriate.</p> <ul style="list-style-type: none"><input type="checkbox"/> College/university course<input type="checkbox"/> Ongoing series of workshop sessions<input type="checkbox"/> Conference<input checked="" type="checkbox"/> Single workshop<input type="checkbox"/> Professional Learning Team/Community Involvement<input type="checkbox"/> Independent study/action research<input type="checkbox"/> Professional educational organization activities<input type="checkbox"/> District leadership team, LPDC, curriculum development, school improvement<input type="checkbox"/> Coaching/mentoring student teachers, new teachers or teachers in need<input type="checkbox"/> Other, not listed above: (Specify) _____ | |
| Description of PD | |
| IPDP Goal(s) applicable to this PD | |

District Name

| | |
|-----------------------------|----------------------------------|
| Number of contact hours: 40 | Number of CEUs requested: 4 CEUs |
|-----------------------------|----------------------------------|

Signature of applicant _____ Date _____

DO NOT MARK BELOW THIS LINE. FOR LPDC USE ONLY.

Revise/Resubmit
Revision Advice:

-OR-

Approved as written

Approval Signature _____ Date _____



T-Squared Honors Academy

Evaluation of Approved Professional Development

[To be completed *after* the PD experience]

Directions: Complete sections I and II.

I. Alignment to Ohio Professional Development Standards.

Answer only those which apply to this PD experience.

Refer to the Guiding Questions: Ohio Standards for Professional Development.

Standard 1: In what ways did this PD occur within a learning community committed to continuous improvement, collective responsibility and goal alignment?

Standard 2: How did this PD require you to develop capacity, advocate, and create support systems for professional learning?

Standard 3: How did this PD engage you in prioritizing, monitoring and coordinating resources for educator learning?

Standard 4: In what ways did this PD engage you in using a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning?

Standard 5: In what ways did this PD integrate theories, research and models of human learning to achieve its intended outcomes?

Standard 6: In what ways did this PD apply research on change and sustain support for implementation of professional learning?

Standard 7: How does this PD align its outcomes with educator performance and student curriculum standards?

II. Identify and attach documentation to evidence completion of the PD experience.

Submitted documentation: (Check all that apply.)

- Certificate of attendance
- Reflection journal
- Time log
- Agenda with specific dates & times
- Conference program with attended sessions identified
- Transcripts or grade reports
- Original work related to PD: portfolio, lesson plans, curriculum documents, grants, academic articles, etc.
- Other:
(Specify) _____

DO NOT MARK BELOW THIS LINE. FOR LPDC USE ONLY.

Revise/Resubmit

Revision Advice:

-OR-

Approved as written

Approval Signature _____

Date _____

District Name

Evaluation of Preapproved Professional Development
[To be completed after the PD experience]

Directions: Complete sections I and II.

I. Alignment to Ohio Professional Development Standards. Answer ALL that apply.

Standard 1: How has the PD been ongoing? –or– how will you extend this PD experience over time?

There were 10 workshop sessions and each session lasted for four hours. There were also out of class assignments to complete weekly. This professional development has provided me with the skills to better utilize technology in my science instruction. I plan to continue to integrate technology into my lessons. Some of the technology that I learned that I plan to continue to use was the creation of power points to share knowledge with students, computer learning games (i.e. Jeopardy, etc.) to review information, digital imaging to ensure that all students can see the demonstration, webcasts so that the students can receive and share information and webquests to allow students to research information on the internet. These activities are all designed to improve student achievement which is the number one priority in our district. While engaged in the professional development, I kept a journal describing which technology strategies I felt were benefiting my students the most. I plan to continue to journal which strategies and activities I feel are the most beneficial for improving student achievement.

Standard 2: What data sources guided you toward this PD?

Standard 3: How does the PD include opportunities for collaboration?

The workshops were attended by the majority of the science educators in our district and by our district technology coordinator. We worked together by grade level and/or content area of science to create products to use in our classrooms. We also set up a discussion board on our district website where we could communicate more easily with each other concerning infusing technology into our lessons. This discussion board has allowed us to share teacher developed products, computer knowledge, and reflections. We have also designated part of our monthly departmental meeting times to the discussion of infusing technology into our lessons.

District Name

Standard 4: How did the PD include varied learning experiences to accommodate adult learning needs?

Standard 5: Evaluate the PD as to its short- and long-term impact. Be as specific as possible.

Standard 6: How did the PD result in the acquisition, enhancement or refinement of skills & knowledge? Be specific.

I have developed the skills to integrate technology (Smart Boards, power points, digital imagers, computer learning games, webcasts and webquests) into my classroom instruction and thereby improve my instructional process. By using a variety of teaching techniques I can better meet the needs of all of my student learners. By using the power points, computer learning games, and webquests, I can do more informal observations of the academic progress of my students. The questions on the power points and computer learning games provide a very quick indication as to how well each student is achieving. The webquests allow me to see how my students are doing while engaging in research on the computer.

This PD also provided me with a series of resources that are available on the internet to help support and inform my instruction (ORC, IMS, and the SMART Consortium). These resources provide support to help align my lessons to the state content standards for grade 6 science and provide lesson suggestions.

My students enjoy creating their own webcasts on the topics that we are studying and sharing those webcasts with their classmates and their families.

District Name

II. Identify and attach documentation to evidence completion of the PD experience.

Submitted documentation: (Check all that apply.)

- Certificate of attendance
- Reflection journal
- Time log
- Agenda with specific dates & times
- Conference program with attended sessions identified
- Transcripts or grade reports
- Original work related to PD: portfolio, lesson plans, curriculum documents, grants, academic articles, etc.
- Other: (Specify) _____

DO NOT MARK BELOW THIS LINE. FOR LPDC USE ONLY.

Revise/Resubmit

Revision Advice:

-OR-

Approved as written

Approval Signature _____ **Date** _____

Ohio Professional Development

Verification of Participation for LPDC Approval

Professional Development Program: *Provide title*

Date and Location: *Provide information*

Presenter/Facilitator (including title & credentials):

Presenter 1
Title
Credentials/Employer

Presenter 2
Title
Credentials/Employer

Presenter 3
Title
Credentials/Employer

Presenter 4
Title
Credentials/Employer

Program/Project Goals and Objectives

Participants will:

- *[state specifically; begin each bullet with a verb]*

Description of Professional Development Experience

Nature of Activity: *Workshop, Course, Series of Workshops, Conference session*

Contact Hours: *Specify actual hours of engagement*

Participant Role: *For example: Listening to presenters, participation in individual and group activities, exploration of relevance and potential applications of workshop content to local situation, interactive dialogue and questions with presenters and/or colleagues.*

This certificate verifies participation in the NAME OF SPONSORING ORGANIZATION activity described above. Participants are responsible for conveying this information to their Local Professional Development Committee in a manner consistent with their local guidelines.

This form is not for submission to the Ohio Department of Education.

Meeting Facilitator (Print)

Participant (Print)

Signature

Signature

Date

Date

Ohio Professional Development

For LPDC Approval

Webinar Participation Form

| | |
|---------------------------------------|--|
| Webinar title | |
| Date & Time | |
| Associated URL | |
| Hosting organization/entity | <i>Provide the name of the host and include names and credentials of presenters or featured speakers, if known.</i> |
| Webinar Goals & Objectives | |
| Contact hours | <i>Specify actual hours of engagement. (Attach documentation if possible)</i> |
| Participant role | <i>For example: Listening to presenters, participation in individual and group activities, exploration of relevance and potential applications of workshop content to local situation, interactive dialogue and questions with presenters and/or colleagues.</i> |

ATTACHMENT 12: Assessment Requirement



The nationally normed assessment required to be administered twice per year is the 3rd Grade Guarantee. We do not have 3rd graders. We do have the New Generation Test for 7th/8th grade and the End Of Course Exams that must be done in the spring of each year. End of Course Exams can be administered in the fall and in the summer.

Attachment 7

No Operator or Management Company

Attachment 8

AN INSURANCE SUMMARY

FOR

**T² HONORS ACADEMY
18450 S. MILES RD.
CLEVELAND, OH 44128**

**A CONFIDENTIAL REPORT
SUBMITTED BY**

NATE BELL, CIC

AUGUST 7, 2023

ZITO INSURANCE AGENCY, INC.

**8339 TYLER BLVD.
MENTOR, OHIO 44060**

**1249 SMITH COURT
ROCKY RIVER, OHIO 44116**

(440) 205-7400 OR (440) 333-6020

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Office Hours Monday-Friday

East: 8:30 a.m. - 5:00 p.m.

West: 8:30 a.m. - 5:00 p.m.

Saturday - Open by Appointment

East: phone/440-205-7400 fax/440-205-7411

West: phone/440-333-6020 fax/440-333-1305

Visit our Website at: www.zitoinsurance.com

| | |
|---|-----------------|
| Carrier | GUIDEONE |
| A.M. Best Rating | A- |
| Financial Size Ratings (in millions) | IX |

A.M. BEST'S RATINGS (FROM STRONGEST TO WEAKEST)

| | | | |
|------------|------------------|------------|-------------------------------------|
| A++ | SUPERIOR | C++ | MARGINAL |
| A+ | | C+ | |
| A | EXCELLENT | C | |
| A- | | C- | WEAK |
| B++ | VERY GOOD | D | POOR |
| B+ | | E | UNDER REGULATORY SUPERVISION |
| B | FAIR | | |
| B- | | | |

A.M. BEST'S FINANCIAL SIZE RATINGS (IN MILLIONS)

| | | | |
|-------------|----------------------------|-------------|-----------------------------------|
| I | LESS THAN 1 MILLION | IX | 250 TO 500 |
| II | 1 TO 2 | X | 500 TO 750 |
| III | 2 TO 5 | XI | 750 TO 1,000 |
| IV | 5 TO 10 | XII | 1,000 TO 1,250 |
| V | 10 TO 25 | XIII | 1,250 TO 1,500 |
| VI | 25 TO 50 | XIV | 1,500 TO 2,000 |
| VII | 50 TO 100 | XV | GREATER THAN 2,000 MILLION |
| VIII | 100 TO 250 | | |

PROPERTY DAMAGE SUMMARY

| | RENEWAL | EXPIRING |
|--|---------------------------------------|---------------------------------------|
| 1. Buildings: | N/A | N/A |
| 2. Business Contents: | 63,630 | 58,230 |
| 3. Coinsurance % | 90% | 90% |
| 4. Agreed Value Coverage | INCLUDED | INCLUDED |
| 5. Deductible | 2,500 | 2,500 |
| 6. Exterior Signs | 15,000 | 15,000 |
| 7. Cause of Loss Form: Earthquake Flood | SPECIAL NO COVERAGE NO COVERAGE | SPECIAL NO COVERAGE NO COVERAGE |
| 8. Loss Settlement Basis | REPLACEMENT | REPLACEMENT |
| 9. Property at Temporary Location/or in Transit | 50,000 | 50,000 |
| 10. Electronic Data Processing - Deductible | 105,000 (1,000) | 105,000 (1,000) |
| 11. Sewer & Drain Backup | INCLUDED | INCLUDED |
| 12. Valuable Documents/Accounts Receivable | 100,000 | 100,000 |
| 13. Personal Effects - Employee - Students | 100,000 5,000 / 100,000 | 100,000 5,000 / 100,000 |
| 14. Business Interruption | 100,000 | 100,000 |
| 15. Employee Dishonesty - Deductible | 50,000 (500) | 50,000 (500) |
| 16. Money & Securities | 10,000 | 10,000 |

Revised 1-2018

ZIG ZIG INSURANCE AGENCY, INC.

Affiliated with Insurance Group, Parkville

LIABILITY COVERAGE LIMITS SUMMARY

| | GUIDEONE |
|---|----------------------|
| 1. General Liability – Per Occurrence Limit | 6,000,000 |
| Aggregate Limit (<i>Annual Cap</i>) | 8,000,000 |
| 2. Damage To Premises Rented To You | 1,000,000 |
| 3. Medical Payments | 10,000 |
| 4. Employee Benefit Administration Liability | 6,000,000 |
| 5. Ohio Stop Gap Liability | 6,000,000 |
| 6. Vehicle Liability (Hired & Non-Owned) | 6,000,000 |
| 7. Employment Practices Liability (<i>Deductible</i>) | 1,000,000 (2,500) |
| 8. Trustee & Fiduciary Liability | NO COVERAGE |
| 9. Directors & Officers Liability (<i>2,500 Deductible</i>) | 1,000,000 |
| 10. Educators Legal Liability (<i>Deductible</i>) | 1,000,000 (1,000) |
| 11. Abuse/Molestation | 1,000,000 |
| 12. Cyber Liability (<i>1,000 Deductible</i>) | 100,000 |
| 13. Crisis Management (<i>2,500 Deductible</i>) | 300,000 |
| 14. Pollution Liability | NO COVERAGE |

ALL LIMITS SHOWN INCLUDE UMBRELLA COVERAGE IF APPLICABLE

*This form is a summary of the actual policy. For complete details, please refer to the actual policy.

ZIGER INSURANCE AGENCY, INC.

A WESTBROOK AMERICA GROUP COMPANY

LIABILITY COVERAGE (CONT'D)

| <u>Classification</u> | <u>Premium Rating Basis</u> | Premium Rating Basis | |
|--------------------------------------|-----------------------------|-------------------------------------|-------------------------------------|
| | | <u>2022 - 2023</u> <u>Amount</u> | <u>2023 - 2024</u> <u>Amount</u> |
| 1. School – High School | Number of Students | 87 | 87 |
| 2. School – Elementary & Junior High | Number of Students | 12 | 12 |
| 3. Employers Liability | Gross Payroll | 425,000 | 425,000 |
| 4. Hired & Non-Owned Auto | Number of Staff | 0 - 10 | 0 - 10 |

Coverage Extensions

Comments

UMBRELLA CATASTROPHE LIABILITY SUMMARY

| | |
|--|------------------|
| | GUIDEONE |
| Limit Per Occurrence | 5,000,000 |
| General Aggregate Limit | 5,000,000 |
| Self-Insured Retention (Deductible) | 2,500 |

For more information, visit [www.zurichna.com](#) or contact your broker.

ZURICH INSURANCE AGENCY, INC.

A ZURICH INSURANCE GROUP COMPANY

COVERAGE RECOMMENDATIONS

Below are additional coverage options which we feel should be considered as additions to your insurance program. Except as otherwise noted, these items do not appear to be included in your current policies, nor are they in our proposal:

I. Recommendations

1. BUSINESS INTERRUPTION LIMIT
2. CYBER LIABILITY LIMIT

II. Other Coverage Considerations

1. TERRORISM
2. EARTHQUAKE
3. FLOOD

III. Discussion Items

PREMIUM SUMMARY

| | RENEWAL | EXPIRED |
|--------------------------------|---------------|---------------|
| Company | GUIDEONE | GUIDEONE |
| A.M. Best Rating | A- | A- |
| Status: | | |
| Package Policy | 8,498 | 7,668 |
| Commercial Umbrella Liability | 2,750 | 2,750 |
| Educators Legal Liability | INCLUDED | INCLUDED |
| Employment Practices Liability | INCLUDED | INCLUDED |
| | | |
| TOTAL | 11,248 | 10,418 |

Conditions and Comments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------------------|
| PRODUCER Zito Insurance Agency, A Division of Risk Strategies 8339 Tyler Blvd. Mentor OH 44060 License# 28530 T2HONOR-01 | CONTACT NAME: Nate Bell PHONE (A/C, No, Ext): 440-205-7400 E-MAIL ADDRESS: nbell@zitoinsurance.com | FAX (A/C, No): 440-205-7410 |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: GuideOne National Insurance Company | NAIC # 14167 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

| | | |
|---|---------------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 1162702792 | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | |

| INBR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVP | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | CPP 010020481 | 8/7/2023 | 8/7/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | BAP 010020482 | 8/7/2023 | 8/7/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,500 | | UMB 010020483 | 8/7/2023 | 8/7/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | CPP 010020481 | 8/7/2023 | 8/7/2024 | <input type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER OH Employers Lia E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | CPP 010020481 | 8/7/2023 | 8/7/2024 | Occurrence/Aggregate 1000000/3000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Office of School Sponsorship 25 South Front Street Columbus OH 43215-4183 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |

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Attachment 9

and

Attachment 10

T² HONORS ACADEMY

Education is the key to changing the world!



PARENT/STUDENT HANDBOOK

18450 South Miles--Front

Warrensville Heights, Ohio 44128

Ph#: 216-510-5458



T² HONORS ACADEMY

PARENT INFORMATION

T² Honors Academy was designed based on the premise of W.E.B. Dubois' Talented Tenth Theory. He espoused that 10% of the population of African American's will lead the nation in social reforms by becoming doctors, lawyers, educators, judges, and other professions that have the power to change policy. Our goal is to expand that theory by encouraging ALL cultures of students to become productive citizens who seek to change policy in the judicial system, the education system, and other institutions that exist in our society and affect our human population. Due to our well-developed scientifically-based education program that emphasizes thematic, project and inquiry based instructional practices, our students will utilize and apply their skills on a continuous basis in the classroom making it easier for them to increase the likelihood they will have higher achievement in and out of the educational setting.

WELCOME!

Welcome to T² Honors Academy! We are excited about the opportunity to work with your child in increasing their ability to excel in their personal academic endeavors! We will do our best to make your child's experience as productive and successful as possible. Please review this handbook and ask questions of the staff if the need should arise. In addition, please understand that until all forms are completed, we are unable to enroll your child. Spots are limited so get your information in as soon as possible.

MISSION

The T² Honors Academy will utilize a rigorous innovative academic curriculum to infuse a passion for people, intrinsic motivation and self-discipline in its students. Students will be challenged to develop strong character values and a desire to serve publicly to lead the world in social reforms that could help improve society for all. These students will explore, redevelop and redesign the world around them.

VISION

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

PHILOSOPHY

"Now is the accepted time, not tomorrow, not some more convenient season. It is today that our best work can be done and not some future day or future year. It is today that we fit ourselves for the greater usefulness of tomorrow. Today is the seed time, now are the hours of work, and tomorrow comes the harvest and the playtime." –W.E.B. Dubois, 1903

In alignment with W.E.B. Dubois' quote, our philosophy is that there is no time for procrastination when there are children who need guidance and significant work to be done to help make the world a better place. The time is now to help all children reach their intellectual potential and develop their moral understanding of the important role that they must play in changing today's society for the betterment of the world.

COST

This is a free public charter school sponsored by the Ohio Department of Education. There is NO cost to you.

ABOUT OUR CURRICULUM

In the T² Honors Academy, an ethos of college preparation will be all-pervasive, and our educational program is designed to ensure success in the most demanding college environments. This ethos is inseparably linked to the curriculum through its undeniable pursuit to change society. The goal for the educational curriculum is to foster achievement of academic excellence for all students while focusing on their individual intelligences. Using thematic, project and inquiry based instruction aligns with the common core standards and strongly supports the AIR assessments that are utilized for testing achievement standards.

SCHOOL HOUR

MONDAY-FRIDAY—7:30AM—2:54PM REGULAR DISMISSAL

MONDAY-THURSDAY—7:30AM—8:30AM (Morning Session Tutoring for 10th/11th/12th Grade ONLY)

MONDAY-TUESDAY --7:30AM—4:00pm

A DAY AT T-SQUARED HONORS ACADEMY

7:30am—8:30am Tutoring (10th-12th Grade Only)

7:30am—8:15am Breakfast

8:00am—8:29am Homeroom

8:31am---9:24am 1st Period

9:26am—10:19am 2nd Period

10:21am—11:14am 3rd Period

11:16am—12:09pm 4th Period Lunch Period

12:11pm—1:04pm 5th Period Lunch Period

1:06pm—1:59pm 6th Period

2:01pm—2:54pm 7th Period

3:00pm—4:00pm Extended Day (Monday-Thursday)

ARRIVAL

No student should arrive before 7:00am. The building is closed and adult supervision is not available.

DISMISSAL

We dismiss at 4:00pm Monday-Tuesday and 2:54pm Wednesday- Friday's. Any student not picked up by 4:30pm or 3:30pm will be escorted to the office to contact their parent/guardian. If we are unable to contact parents, students will remain in the office with a school official until the parent arrives. **Parents will be charged \$5/quarter hour that the child remains in the schools custody after dismissal. This fee is payable upon arrival or added to your child's school fees.**

VISITORS

We welcome parent involvement and encourage your support. For the safety of the children, visitors must enter the designated main doors and report to the office and sign in. Once signed in, the visitor will be issued a visitors pass from the office to walk through the building. If the visitor does not have a visitors pass, they will be escorted to the office in order to get one. All school doors will be locked once school begins.

ABSENCES

Please contact the office prior to 7:25am in order to report that your child will be absent. Each student is expected to be punctual and regular in attendance because too many missed days significantly impacts educational growth. However, unforeseen circumstances do occur and we want to be sure there is a record of it. Absences are considered excused in the event of illness, severe illness or death in the immediate family. When your child returns to school after an absence, s/he is expected to provide a written excuse from a parent/guardian explaining the absence or a doctor's excuse. Pursuant to the State Laws recognized in the state of Ohio, a student will be automatically withdrawn from the Academy if, without a legitimate excuse, the student fails to participate in 105 consecutive hours of the learning opportunities offered to the student (please see attendance policy attached). The Academy will act according to any federal, state, county and/or local laws or rules for any student who is deemed truant, including but not limited to referring the parent/guardian of the student under eighteen (18) to Juvenile Court for possible prosecution.

TARDINESS

Students who arrive after 8:15am are considered tardy. If your child is tardy, they should report to the office before going to class. Parents are expected to sign students in or out of the office if they arrive late or if they need to be dismissed early. Chronic tardiness will be documented and other actions will follow to assure the student makes it to school on time.

APPOINTMENTS/LEAVING EARLY

Students should only be signed out early for scheduled student related health care appointments or for emergencies. In order to leave school early, parents must sign the student out in the main office and the student will be called down from the classroom. Students are not allowed to just leave their classrooms without teacher permission, hence sending them a text to meet you outside is not acceptable. Teachers are not allowed to release the students from the classroom unless it is approved by the office. Students will be released only to parent/guardians/others showing proper identification who are listed on the enrollment forms and must be signed out from school in the office. If there is someone who is not to pick up your child for any reason, notify the office in writing. Students will NOT be called down to the office unless the parent/guardian is present.

WALKERS

Students are not permitted to be on school grounds after dismissal. If there is a change in transportation a written note by the parent/guardian must be submitted to the office early in the morning each day of a change in transportation. Students who are walkers will be asked to walk on the sidewalks and designated walk ways. They will not be permitted to walk through the parking lot or between parked cars. They are expected to go directly home.

ADMISSION, ENROLLMENT, AND LOTTERY

Admission to the Academy is open to any student in grades 6 through 9 in its first year, staggered per year, 10th, 11th and 12th each consecutive year following. Admission is also open to any student who is initially in grades 6-11 if they reside in Ohio and if they are entitled to attend school per ORC Section 3313.64 or 3313.65.

The Academy will focus its recruiting efforts on parents with children eligible to enter grades 6th-11th who desire a rigorous education with authentic learning experiences in a collaborative and nurturing environment.

The character traits of students who will excel at our Academy are students who:

1. Self-motivated/motivated to achieve
2. Has the ability to work cooperatively with others
3. Self-starter/leader
4. Sustained focus abilities
5. Have supportive families who are willing to commit to ensuring that students are present at school and complete their homework
6. Driven to put forth effort to do better than the day before in response to their own educational pursuits
7. Generally are well behaved and do not allow others to influence their own learning
8. Exhibits creative talents and enjoys the arts
9. Has the potential to become a strong critical and analytical thinker.

In accordance with federal and state laws, the Academy will not discriminate on the basis of any legally protected category in the admission of students. The Academy does not discriminate on the basis of race, sex, or handicap in the educational programs, activities, and employment practices as required by Title IX of the Educational Amendments of 1972 and 504 Rehabilitation Act of 1973. It is the policy of the Academy to provide an equal education opportunity to all students.

Any person who believes that the Academy or any staff person associated with the Academy has discriminated against a student on the basis of race, color, creed disability, religion, ancestry, national origin, place of residence, social or economic background, has the right to file a complaint. A formal complaint can be made in writing to the Academy's Director.

CAPACITY & LOTTERY

The Academy will not exceed the capacity of the Academy'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 following categories of preference: first to returning students who attended the Academy the previous school year; next to siblings of returning students; next to students residing in the area where the school is located; and then to other new students as space is available.

ENROLLMENT

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

- A. Complete Registration/School Enrollment Packet
- B. Copy of the student's birth certificate
- C. Photo identification of parent/guardian enrolling the student/s
- D. Student's current immunization record
- E. Custody paperwork, if applicable
- F. Copy of last report card
- G. Proof of Residency—two of the following in the parent/guardian name, showing a street address is necessary:
 - mortgage statement
 - lease agreement
 - utility bill
 - bank statement
 - voter registration card
 - passport
 - notarized statement of residency

The Academy's Open Enrollment period and lottery procedure will take place in the spring of the year of enrollment. All prospective students, will be given the opportunity to enroll in the free public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs. Intent to enroll forms will be available no later than the first week of February from the office. These intent forms should be completed and returned as soon as possible but no later than the announced due date. Those names will be included in the lottery. Registration/Enrollment Forms for returning students must be completed yearly in order to secure a spot.

After the due date, if the number of pupils who wish to attend T² Honors Academy exceeds the school's capacity, classes, and grade levels except for preferences listed above, shall be determined by a lottery (a random drawing). The lottery will be held on the first Wednesday following April 15th at 5pm in the local library or school location. The results will be witnessed and parents will be notified of the results. The Academy commits to making the lottery and enrollment procedures and practices clear and transparent to parents, staff and community.

Any applications received after April 15th will be dated and timed. Children listed on these applications will be added to the list for their grade in the order they are received. If openings are available, the children will be given a spot in the Academy. If there are no openings, they will be added to the waiting list.

As openings occur, families on the waiting list will be contacted regarding the vacancy. They have 48 hours to accept the available opening. If they decline the offer, their name is removed from the waiting list and they must resubmit an intent form the following spring and participate in the stated admission procedures, including a possible lottery.

WITHDRAWAL

Parents/Guardians withdrawing students from school will have to complete and sign a withdrawal form. This signed form gives official notice of the student's withdrawal. Except as is required by law, records will not be released until a Release of Information form is completed by the legal parent/guardian. In addition, all outstanding fees, academic records or obligations must be met, including return of all school materials.

STUDENT FEES AND FINES

Students will be provided necessary textbooks and work related materials for courses of instruction without cost. In accordance with state law, charges of specific fees for activities and materials used in the course of instruction may be assessed.

Charges may also be imposed for loss, damage or destruction of school apparatus, equipment, musical instruments, library materials, textbooks and for damage to school buildings or property. Students using school property and equipment can be fined for excessive wear and abuse of the property and equipment.

Fees may be waived in situations where there is financial hardship.

Students can avoid late fines by promptly returning borrowed materials.

Failure to pay fines, fees, or charges may result in the withholding of grades and credits.

MEAL SERVICE

The school participates in the National School Breakfast and Lunch Program and makes breakfast and lunches available to all students. No student may leave the school premises during the lunch period without specific written permission from a building or district administrator.

Applications for the school's Free and Reduced- Priced Meal Program are distributed to all students. If a student does not receive an application form and believe s/he is eligible, contact the school office or visit the district website.

SAFETY & SECURITY AND STUDENT WELL BEING

Student safety is the responsibility of both students and staff. Staff members are familiar with emergency procedures such as evacuations, fire and tornado drills, safety drills in the event of a terrorist or other violent attack, and accident reporting procedures. If a student is aware of any dangerous situation or accident, s/he must notify a staff person immediately.

State law requires that all students have an emergency medical authorization completed by a parent or guardian on file in the school office.

Students with specific health care needs should deliver written notice about such needs, along with physician documentation, to the school office.

1. All visitors must report to and sign in at the office when they arrive at school. Upon leaving visitors must sign out.
2. All visitors are given and required to wear a building pass badge while they are in the building. The pass/badge is to be returned to the school at the time of sign-out.
3. Staff are expected to question people in the building whom they do not recognize and who are not wearing a building pass, and to question people who are "hanging around" the building after hours.
4. Students and staff are expected to immediately report to a teacher or administrator any suspicious behavior or situations that makes them uncomfortable.
5. All outside doors are locked during the school day.
6. Portions of the building that will not be needed will be blocked off during the school day.
7. Students and staff members may not open the door for visitors, nor prop doors open.

COMMUNICATION

A newsletter will be emailed as needed. It will keep you informed about the school calendar, special daytime and evening events, school improvement activities, PTO meetings and more. Teachers will send separate letters and student update emails to parents informing them of events and instruction going on in their classrooms.

Agenda's/planner books will be sent home every day with students. All important school information, student papers, and teacher notes will be written in the agenda book by your child to keep track of their homework assignments, projects, or other important events. Parents, please read the contents and assure your child is bringing the agenda to school on a daily basis. This assists with organization skills which is a key component of success. If the agenda is lost, parents are responsible for purchasing another for your child.

CONFERENCES

Parents can attend parent/teacher conferences to ensure students success. Parent-teacher conferences are one of the best ways of helping students and collaboratively gaining insights and information about their progress. Cooperation is very important. Please put the dates of conferences (see school calendar) on your calendar and prepare to attend with any information that may assist your child in his future academic endeavors.

THREE MAJOR REFERRALS

In an effort to keep our students in alignment with the philosophy and to assure there are no interruptions to the educational process of others, we will be instituting the 3 major referral in a quarter rule where if your scholar is issued three major referrals in a 9 week period, parents will be requested to withdraw their child from the school program. Our school is not for babysitting or simply looking over the students, this is an educational institution. This is a place for learning and the students are expected to act accordingly.

PROBATION POLICY

Students will be placed on probation at the discretion of the administration when the student displays behaviors that violate any of the policies and procedures of the code of conduct by being issued 1 MAJOR REFERRAL while on probation. While on probation if a student receives any major referral, that student will be subject to removal from the school program.

UNIFORM/BOOKBAG/CELL PHONE COMPLIANCE POLICY--All students should follow the REQUIRED school uniform, bookbag and cell phone policy outlined in the student handbook. If they are warm-blooded and need layers of clothing, long johns under the uniform is acceptable, coats, shirts or hoodies that are not school color will not be accepted as uniform compliance. **Repeated suspensions for uniform, cell phone or bookbag infractions will disqualify a student from commencement.** We will be enforcing all school rules.

STUDENTS WHO DRIVE TO SCHOOL—Any student who is a licensed driver in the state of Ohio may drive their own vehicle to the school and any school function so long as they follow these procedures: They must prove that they are licensed to drive. They must obtain a parking pass from the main office and place this pass on the dashboard of the car they drive. They must park in their designated parking spot. They must drive safely on school premises. **Any student who endangers students, staff, or property of the school will lose their driving privileges and be subject to suspension and/or expulsion.**

SENIORS

****4th QUARTER SUSPENSIONS/GRADES/GRADUATION REQUIREMENTS**—When your scholar becomes a senior, rules will be more stringent when it comes to their behavior and the way they conduct themselves on school premises especially in the 4th quarter. Every school in the state of Ohio has 4th quarter rules for seniors who will be granted commencement ceremony privileges. **Remember, that the commencement ceremony is a privilege, not a right.** It still must

be earned. Repeated suspensions for uniform, cell phone or bookbag infractions will disqualify a student from commencement. We will be enforcing all school rules.

PLEASE REVIEW THE ITEMS BELOW VERY CLOSELY:

a. **1st SEMESTER FAILURE**--If a senior fails the first semester in ANY subject, they will be unable to be in the commencement ceremony UNLESS they find a way to make up the semester credit BEFORE April 30 of that school year. PLEASE TALK TO YOUR SCHOLAR ABOUT FIRST SEMESTER.

b. **GRADUATION REQUIREMENTS**--Your scholar will need a total of 20 credits from their courses in class and they must pass the End of Course Exams receiving a minimum of 18 points with specifics in English (4 points) and Math (4 points). There are NO exceptions to this Ohio Department of Education rule.

c. **SUSPENSIONS**--If any senior is suspended during the 4th quarter, they will forfeit their privilege of walking during the commencement ceremony. Their diploma will be mailed to them. PLEASE TALK TO YOUR SCHOLAR ABOUT THIS AS IT IS VERY VERY IMPORTANT THAT THEY UNDERSTAND. Sometimes seniors feel that "fighting", "causing drama" or causing a "school disruption" because they are graduating will be tolerated. It is very important that you inform your scholar that this is their last year and if they want to participate in commencement, they should stay out of any and ALL drama, problems or issues that distract them from their ultimate goal of walking the stage.

CODE OF CONDUCT

I. Informal In-School Discipline

Informal discipline takes place within the school. It includes:

- A. writing assignments;
- B. change of seating or location;
- C. pre-school, lunch-time, after-school detention;
- D. in-school discipline.

II. Detentions

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

In-School Redirection-Discipline

The following rules apply to In-School Redirection:

- A. Students are required to have class assignments with them.
- B. Students are not to communicate with each other unless given permission to do so.
- C. Students are to remain in their designated seats at all times unless permission is granted to do otherwise.

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

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

III. Formal Discipline

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

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

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

Any student who breaks school policies during a school event is also subject to suspension. If suspended they may not return to the school grounds, nor participate in school events. This includes but is not limited to: dances, athletic events, and social activities.

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

DUE PROCESS RIGHTS

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

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

Suspension from School

When a student is being considered for a suspension, the administrator in charge will notify the student of the basis for the proposed suspension. The student will be given an opportunity to explain her/his view of the underlying facts. After that informal hearing, the principal [or assistant principal or other administrator] will determine whether or not to suspend the student.

If the decision is made to suspend the student, *s/he and her/his parents will be given written notification of the suspension within one (1) day setting forth the reason for the suspension, the length of the suspension, and the process for appeal.* The suspension may be appealed, within five (5) days after receipt of the suspension notice, to the principal. The request for an appeal must be in writing.

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

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

Absence from school due to suspension shall be considered an authorized absence.

The student will be given credit for properly-completed assignments and will receive a grade for any made-up tests.

Emergency Removal

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

If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing within one (1) school day. No prior notice or hearing is required for any removal under this procedure. In all cases of normal disciplinary procedures where a student is removed from curricular or extracurricular activity for less than one school day, and is not subject to further suspension for expulsion, the following due process requirements do not apply.

If the emergency removal exceeds one (1) school day, then a hearing will be held within three (3) school days after the removal is ordered. Written notice of the hearing and the reasons for removal and any intended disciplinary action will be provided to the student, as soon as practical prior to the hearing. If the student is subject to an out of school suspension, the student will have the opportunity to appear at an informal hearing before the principal, assistant principal, headmaster or a designee, and may challenge the reasons for the removal or otherwise explain her/his actions.

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

Expulsion from School

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

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

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

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

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

PERMANENT EXCLUSION

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

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

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

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

Any building administrator witnessing, or having knowledge of, one of these acts must report the incident to the headmaster within 24 hours, whether or not the student is over 16 years of age.

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

The Board acts upon the headmaster's recommendation within 14 days. Among the items the Board considers is information on:

- 1. academic and extracurricular activity record of the student;**
- 2. disciplinary record of the student;**
- 3. social history of the student;**
- 4. response to prior discipline and sanctions;**
- 5. seriousness of the offense and any aggravating circumstances;**
- 6. any mitigating circumstances;**
- 7. evidence regarding the possible danger to other students and employees if the student remains in the district;**
- 8. evidence regarding the probable disruption of the graded course of study; and**
- 9. availability of less serious sanctions that would permit the student to stay in the district without conflict with either (7) or (8).**

The Board may allow for the hearing of witnesses and the presentation of additional evidence. If the Board adopts the resolution to permanently exclude the student, the Board:

1. forwards the written resolution, together with the adjudication or conviction and a copy of the student's entire school record, to the State Headmaster;
2. promptly designates a representative to present the district's case for permanent exclusion to the State Headmaster; and
3. forwards a copy of the resolution to the student and her/his parent(s).

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

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

Re-Admission From a Permanent Exclusion

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

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

Probationary Admission Following a Permanent Exclusion

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

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

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

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

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

permanent exclusion be revoked.

Appeal Process

Should a student or a student's parent/s choose to appeal the **suspension**, s/he must do so within 3 school days of the notice of suspension. The student may be excluded from the school during the appeal process.

Should a student or a student's parent/s choose to appeal the **expulsion**, s/he must do so within 14 calendar days of the expulsion notice. The appeal period begins to run on the day following the expulsion and concludes 14 days later.

TYPES OF OFFENSES

Level I - Offenses

1 Truancy/Skipping Class: Violation of State, or school policy relating to attendance. The unauthorized absence from school, a scheduled class or after school detention, without obtaining consent of the proper school authority.

Excused absences: An excused absence is one which has been classified excused by the building administrators. An absence which falls under one of the six Board of Education approved reasons for absence will be classified excused if the building attendance procedure is followed by the student and the parent or person acting as the parent. Absences shall be excused for the following reasons:

1. Illness of the student;
2. Urgent need of the child to be at home due to illness in the immediate family;
3. Death in the family;
4. Absence approved by the principal and prearranged by the parent, student and principal;
5. Other emergency reasons approved by principal or a designee; and
6. School approved activities.

Unexcused absence: an unexcused absence is one which has been classified as such by the building administration. An absence will be classified as unexcused if it does not fit one of the Board's six stated reasons for excusable absences or the building attendance procedures is not followed. Student is inexcusably absent if under a suspension (out-of-school); leaves the school without permission; does not attend a required conference or detention period; fails to comply with building attendance procedures and the State Compulsory Attendance Laws.

2. Tardiness: No student shall be tardy to any class without a legitimate pass.

3. Possession of Electronic Equipment: Any electronic devices, including but not limited to phone pagers, cellular telephones, CD players, and MP3 players, iPads, Smart Watches or iPods are prohibited during the school day. Electronic devices will be confiscated.

▮ **1st offense – Warning**

▮ **2nd offense – Referral/ 1 day suspension**

The School is not responsible for loss or theft of above mentioned items.

4. Non-Conformity to Dress Code: Students shall not violate school rules pertaining to appearance and dress. Students shall not wear apparel that is unsafe or causes disruption to the school environment. Failure to comply with policy governing attire set by the Board of Directors or as stated in building policies provided refer to Academy consequences previously outlined in this Code of Conduct.

Failure to comply with policy governing attire set by the Board of Directors or as stated in building policies provided, refer to Academy consequences.

Repeated or chronic occurrences of Level I offenses may result in suspension as a Level II offense.

Level II — Offenses

Repeated/Chronic Violations of Level I Offences

- 1. Physical Misconduct:** A student shall not engage in physical contact, fighting, hitting, pushing another student or instigating a fight. The intentional promotion by a student to engage, through physical contact, another student in a physical conflict or continuous harassment is in violation.
- 2. Improper or Threatening Language/Gestures:** No student shall use vulgar, racially derogatory, threatening, or other improper language spoken in any area of school buildings, on school property or at school sponsored activities; nor shall a student use vulgar or improper gestures or signs. The use of any language or actions, written, oral, physical, or electronic remark or expression, including obscene gestures, which is offensive, threatening or challenging via facebook, twitter or any other social media is included under this section of the Code of Conduct.
- 3. Use/Possession of Tobacco:** A student shall not possess, use, sell, or conceal tobacco or tobacco products, including cigarettes, cigars, chewing tobacco, snuff or papers used to roll cigarettes (Ohio Revised Code 3313.75.1; 2151.87).
- 4. Cheating, Plagiarism, and Forgery:** A student shall not plagiarize, cheat, forge, falsify, distort or misrepresent in verbal or written form any dates, times, addresses, grades, class work or other data in any communication directed to or from school.
- 5. Academic Dishonesty/Cheating/Forgery:** Altering, copying, or imitating of something, without authority or right, with the intent to deceive or defraud by passing the copy or thing altered or imitated as that which is original or genuine; or the selling, buying, or possession of an altered, copied, or imitated thing with the intent to deceive or fraud. Academic dishonesty includes, but not limited to: plagiarism, forgery, copying or stealing another person's work, creating more than one copy of one's work for distribution, intentionally accessing another's material for the purpose of using it as one's own, downloading information from other sources and presenting it as one's own, unauthorized copying of software, unauthorized use of hard copy or software to develop one's own software.

6. **Trespassing:** A student shall not enter a school to which the student is not assigned without signing in at the office or enter a school from which the student is suspended without permission from the school Principal. To enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry. Unauthorized presence on school property after being warned to leave or not to appear on such, including but not limited to, suspension or expulsion, law enforcement intervention.
7. **Repeated Behavior of a Disruptive Nature:** A student may be disciplined for any repeated misconduct
8. **Failure to Comply with Directives:** Students will comply with directives and orders of teachers, student teachers, educational aides, substitute teachers, principals or other authorized school personnel during any period of time when they are properly subject to the authority of the school. The refusal to act in accordance with a reasonable request or directive from school personnel or disobeying any general rule of school conduct will result in corrective action. This will include any forms of disrespect that are deemed inappropriate to a rational adult or student.
9. **Engaging in or causing a Disruption on the School Bus:** The Failure to comply with or follow established procedures for bus transportation privileges may result in removal from school provided transportation, either, temporarily, or permanently.
10. **Verbal/Physical Threats:** Verbally or physically threatening to injure or harm another person or intimidating another person by creating fear for personal safety.
11. **Any Other Misconduct that Disrupts the Educational process:** Students may be disciplined for any other misconduct that is deemed by school authorities to be disruptive or to interfere with the educational process.

Corrective Actions

Disciplinary responses for Level II offenses may include:

1. Any disciplinary option suggested under Level I may be applied for offenses under Level II.
2. The Principal may use Board approved agency mediation programs for conflicts between students, as appropriate.

The Principal, or the Executive Director may suspend a student for a period not to exceed five (5) school days, following appropriate due process as specified in Ohio Revised Code 3313.66.

Non Negotiable Offenses

The following offenses are non-negotiable and the student will receive a one day suspension for the offense.

1. **Cell Phone:** Using a cell phone at a time designated a "cell phone not in use" zone will result in a referral and a one day suspension. Teachers will give a class a blanket warning as to when their phones should not be in use and any student using their phone during this time will receive a one-day suspension.
2. **Cursing:** Students who curse or use profane language in a disruptive manner, to the point that a teacher deems it has disrupted the class will be given a one day suspension.

Level III – Offenses

1. **Damage or Destruction of Property:** A student shall not cause or attempt to damage, deface or destroy school property or the private property of students, teachers, school personnel or other persons.
2. **Theft of Unauthorized Removal of Property:** A student shall not steal or attempt to steal school or private property, or possess such property without authorization.
3. **False Alarm/Bomb Threat:** A student shall not trigger a fire alarm in the absence of an actual fire or other emergency. A student shall not make threats against the school or other persons.
4. **Hazing:** No student shall persecute, threaten or participate in any act or acts that injure degrade or disgrace any student. Hazing is banned in any form.
5. **Gambling or Possession of Gambling Paraphernalia:** A student shall not engage in, possess, or promote games of chance, place a bet, or risk anything of value on school grounds, on school-sponsored or related school functions off school grounds, or any other time the student is subject to school authority. The participation on school property that unlawfully bet or wager money or something else of value; assist, promote, or operate a game of chance for money or some other stake; possess or transmit wagering information; manufacture, sell, purchase, possess, or transport gambling equipment, devices, or goods; tamper with the outcome of a sporting event or contest to gain a gambling advantage will result in disciplinary action up to and including expulsion.
6. **Gang Related Activity:** The presence of gangs and gang activities can cause a substantial disruption of school and school activities. A "gang" as defined in this policy is any group of two or more persons whose purposes include the commission of illegal acts. By this policy, the Board of Education acts to prohibit
7. **No student on or about school property, at any school activity or on any social media platforms:**
 - A. Shall wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other things which are evidence of membership or affiliation in any gang;
 - B. Shall commit any act or omission, or use any speech, either verbal (gestures, hand-shakes, etc.) showing membership or affiliation in a gang;
 - C. Shall use any speech or commit any act or omission in furtherance of the interest of gang or gang activity, including, but not limited to:
 - i. Soliciting other for membership in any gangs;
 - ii. Requesting any person to pay protection, extort or otherwise intimidating or threatening any person
 - iii. Committing any other illegal act or violation of School policies;
 - iv. Inciting other students to act with physical violence upon any other person
 - v. Enticing and/or instigating physical altercations between students and/or upon another person.

8. **Extortion:** No student shall use an expressed or implied threat, violence, harassment, coercion, or intimidation to obtain money or anything of value from another on school grounds, at school-sponsored or related school functions off school grounds, or at any other time the student is subject to school authority.
9. **Use/Possession of Alcoholic Beverages:** A student shall not handle, possess, use, conceal, or consume any alcoholic beverage on school grounds, at school-sponsored or related functions or activities off school grounds, on a school bus or conveyance, or any other time the student is under school authority.
10. **Use/Possession of Other Drugs:** A student shall not handle, possess, use, conceal, or consume any of the drugs of abuse, or counterfeit drugs commonly called "look-alike," nor shall they handle, possess, use, or conceal any drug or counterfeit drug instrument or paraphernalia on school grounds, at school sponsored or related functions or activities off school grounds, on a school bus or conveyance, or any other time the student is subject to the authority of the school.
11. **Sale/Distribution of Alcohol:** A student shall not transmit, negotiate the sale of, or sell alcohol on school grounds, at school-sponsored or related activities off school grounds, on a school bus or conveyance, or any other time the student is subject to the authority of the school.
12. **Public Display of Affection or Sexual Acts With or Without Mutual Consent:** Student shall not engage in kissing, embracing or any sexual acts or displays not appropriate to the educational environment.
13. **Disruption of School:** A student shall not, by use of violence, force, noise, coercion, threat, harassment, intimidation, fear, passive resistance, or any other conduct, cause, attempt, or threaten to cause the disruption or obstruction of any function or operation of the school or of the educational process.
14. **Inappropriate use of Technology:** Students shall not violate the Information Technology Acceptable Use Policy adopted by the Board of Education.
15. **Computer "Hacking"**
Unauthorized use includes:
 - ▣ Use of School computers to gain unauthorized access to School or other databases including student, faculty, or School data files, without permission.
 - ▣ Use of school computers, facsimile equipment, or other electronic devices to transmit, receive, view or display obscene, vulgar, sexually explicit or racist media
 - ▣ Use of the school computer network for soliciting or purchasing commercial materials and/or services of any kind
 - ▣ Use of the school computer to engage in participation in hate groups, to incite violence or aggressive action on the part of the student body or promote racial disorder.
16. **Being In an unauthorized area:** Students are not to be in any part of the building that they are not given permission by a staff member to be in. Locations include:
 - i. The teacher's lounge
 - ii. The Principal, Dean, or Secretary's Office
 - iii. Teacher's private areas (for example their desks)
 - iv. Any other area designated for staff use only

17. **Leaving School without Permission:** The leaving of school grounds during the designated school day without first obtaining permission of the principal or principal's designated representative is a violation.

In addition to any criminal penalties, students will be suspended and recommended for expulsion.

- 18. Propping open doors/ opening exterior doors to the public:** Propping open, or holding open, an exterior door to a building will result in a suspension. Opening exterior doors to a building, or causing them to become open so that school or non school people can enter, may result in a suspension and/or expulsion.
- 19. Careless or reckless Driving:** Students are prohibited from driving on school property in such a manner as to endanger persons or property. Any student endangering the lives of students, staff, or property will lose their driving privileges and be subject to suspension and/or expulsion.

For misconduct by a student that occurs off Academy property but is connected to activities or incidents that have occurred on Academy property.

Students will be suspended and may be recommended for expulsion for any misconduct that first occurred on school property and was continued off school property, or started off school property and carried over into the school and caused conflict or disruption.

Misconduct Away From School: A student who sells or transmits any narcotic drug, hallucinogenic drug, cocaine, marijuana, or any other controlled substance of abuse off school property or at a non-school sponsored or related activity; engages in an assault upon a school employee or other student off school property, at a non-school-sponsored or related activity, function or event; or engages in electronic harassment or threats may be subjected to suspension or expulsion from school. The Executive Director determines if the student's continued presence in the school is reasonably certain to significantly disrupt or interfere with the educational process or significantly endanger the health or safety of the students and or has a negative influence on others to act or do the same.

Corrective Actions

1. The Headmaster/Principal and Executive Director may suspend a student for a period not to exceed ten (10) school days (Ohio Revised Code 3313.66).
2. The Headmaster/Principal may recommend that a student be expelled.
3. The local Police Department may be called if a serious incident occurs.
4. Parents will be informed of any Level III offense committed by their child within one school day by the administration or its designee.
5. In the event that a student causes damages to occur to Board of Education property, parents/guardians will be responsible for the cost of such damages in accordance with Ohio Revised Code Section 3109.09.
6. The Students may be assigned for Community Services. (Restitution)

Level IV Offenses

The commission of these offenses shall result in expulsion up to a period of one school year and/or permanent exclusion from the Academy.

1. **Arson:** A student shall not set a fire or cause an explosion.
2. **Falsely setting off or pulling fire alarm in school building.**
3. **Use/Possession of a Firearm or Other Weapons:** Students shall not use, possess, exhibit, handle, transmit, or conceal any object classified or construed as a firearm while on school property, in a vehicle parked on school property, at any school-sponsored activity regardless of location, or at an interscholastic competition, extracurricular event or other school program or activity that is not on school-controlled property. **The definition of a firearm is any weapon (including a starter gun) which will, or is designed to, or may readily be converted to; expel a projectile by the action of an explosive, the frame or receiver of any such weapon or any firearm muffler or firearm silencer.**

Definitions:

1. A knife includes, but is not limited to, any cutting instrument consisting of a sharp blade or pointed object which may or may not be fastened to a handle, and having a blade length of two and one-half inches or longer, including sharp scissors.
2. Other dangerous weapons and instruments include, but are not limited to, "look alike" firearms, metal knuckles, razors of all descriptions, and propellants that may be used to or are intended to harm, threaten or harass students, staff, parents/guardians, or community members.

4. **Sale/Distribution of Weapons:** A student shall not transmit, negotiate the sale of, or sell any weapon on school grounds, at a school-sponsored or related function or activity off school grounds; on a school bus or conveyance or at any other time the student is subject to the authority of the school. Weapons shall include firearms, knives, razors, clubs, chains, explosives, incendiaries, poisonous gas, or other items and substances, which may be used to inflict harm on or intimidate another person
5. **Use/Possession of an Explosive, Incendiary, or Poison Gas:** A student shall not use, possess, handle, transmit, sell, or conceal any object that can be classified as explosives, fireworks, munitions, incendiaries, accelerants, lighters, matches, or poisonous gas while on school property, in a vehicle parked on school property, at any school-sponsored activity regardless of location, or at an interscholastic competition, extracurricular event or other school program or activity that is not on school-controlled property. "Look-alike" and replicas of weapons shall be included in the definition of weapons.
6. **Sale/Distribution of other Drugs:** A student shall not transmit, negotiate the sale of, or sell any drug of abuse or drug paraphernalia on school grounds, at a school-sponsored or related function or activity off school grounds, on a school bus or conveyance or at any other time the student is subject to authority of the school. Included are counterfeit or "look-alike" drugs and drug paraphernalia.
7. **Criminal Acts:** Commission of an act while under the authority of the School that is a criminal offense when committed by an adult (Ohio Revised Code 2901.01).
8. **Harassment, Bullying, Dating Violence** Students shall not harass or stalk any members of the school staff or student body on the basis of sex, color, race, national origins, religion, sexual orientation, age, or disability. Harassment, Intimidation, Teen Dating Violence or Bullying behavior by any student/school personnel in the Academy is strictly prohibited, and such conduct may result in disciplinary action.

suspension and/or expulsion from school. "Harassment, intimidation, or bullying, in accordance with House Bill 276, mean any intentional written, verbal, graphic or physical acts including electronically transmitted acts i.e., Internet, cell phone, personal digital assistant (PDA), or wireless hand-held device, either overt or covert, by a student or group of students toward other students/school personnel with the intent to harass, intimidate, injure, threaten, ridicule or humiliate. Pending House Bill 19 teen Dating Violence is defined as a physical sexual or psychological/emotional violence within a dating relationship. Such behaviors are prohibited on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation or at any official school bus stop that a reasonable person under the circumstances should know.

9. **Assault:** A student shall not intentionally cause or attempt to cause physical injury or intentionally behave in such a way as could reasonably cause physical harm to another person.

10. **Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted purposeful written, verbal, nonverbal or physical behavior, including, but not limited to, any threatening, insulting, or dehumanizing gestures, by an adult or student, that has the potential to create an intimidating, hostile, or offensive educational environment or cause long term damage; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation, is carried out repeatedly and is often characterized by imbalance of power. Bullying may involve, but is not limited to:

- Unwanted Teasing
- Threatening
- Intimidating
- 'Stalking

- Cyber bullying
 - Physical violence
 - Theft
 - Sexual, religious, or racial harassment
 - Public humiliation
 - Destruction of school or personal property
 - Social exclusion , including incitement and/or coercion
 - Rumor or spreading of falsehoods
- **Harassment** means any threatening, insulting, or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:
- Places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property;
 - Has the effect of substantially interfering with a student's educational performance, and employee's work performance, or either's opportunities, or benefits;
 - Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being;
 - Has the effect of substantially disrupting the orderly operation of a school.
- 11. Cyber stalking or "Menacing by Stalking as defined in ORC 2903.211 (A) means to engage in a pattern of conduct that shall knowingly cause another person to believe that the offender will cause physical harm to the other person or cause mental distress to the other person. No person, through the use of any electronic method of remotely transferring information, including, but not limited to, any computer, computer network, computer program, or computer system, shall post a message with purpose to urge or incite another to commit a violation of this section.**
- 12. Cyber bullying is defined as the willful and repeated harassment and intimidation of a person through the use of digital technologies, including, but not limited to, e-mail, blogs, social websites (e.g., MySpace, Facebook, and Twitter, Instagram...), chat rooms, and instant messaging.**
- 13. "Bullying", Cyber bullying, "and/or "Harassment" also encompasses:**
1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying, harassment, or discrimination.
 2. Retaliation also includes reporting a baseless act of bullying, harassment, or discrimination that is not made in good faith.
 3. Perpetuation of conduct listed in the definition of bullying, harassment, or discrimination that is not made in good faith.
 - a. Incitement or coercion;
 - b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system or computer network within the scope of the Academy school system; or
 - c. Acting in a manner that has an effect substantially similar to the effect of bullying, harassment, or discrimination.
- 14. Violent Conduct: Students may be expelled for up to one school year for committing a violent act at school, on other school property, at an interscholastic competition, extracurricular event, or any other school program, or directing an act at a Board official or employee, regardless of where and when that act may occur, or their property that would be a criminal offense if committed by an adult and results in serious physical harm to person(s) or property.**

Corrective Actions

- ▮ The Academy/Principal and/or Executive Director may suspend a student for a period not to exceed ten (10) school days (Ohio Revised Code 3313.66).
- ▮ The Academy/Principal may recommend that a student be expelled.
- ▮ The local Police Department may be called if a serious incident occurs.
- ▮ Parents will be informed of any Level IV offense committed by their child within a reasonable time period by the administration or its designee.
- ▮ Students, after required due process as specified in Ohio Revised Code, found to have violated this section shall be expelled by the Executive Director.
- ▮ If the actions giving rise to expulsion for any of the misconduct sixteen years of age or older and the student is convicted or adjudicated a delinquent child for a violation listed in Ohio Revised Code 3313.662(A) based upon such actions, the student may be permanently excluded from the Academy. The procedures for permanent exclusion are set forth above in this handbook.
- ▮ In the event that a student causes damages to occur to Board parents/guardians will be responsible for the cost of such damages in accordance with Ohio Revised Code Section 3109.09.
- ▮ Immunity, A school employee, student, or volunteer shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy and R.C. 3313.666

Immunity

Immunity, A school employee, A school employee, student, or volunteer shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy and R.C. 3313.666

If that person reports an incident of harassment, intimidation, and/or bullying promptly, in good faith and in compliance with the procedures specified in this policy. Such immunity from liability shall not apply to an employee, student, or volunteer determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

Search and Seizure

To maintain a safe and orderly environment in the School and to protect the safety and welfare of students and School personnel, School authorities may search a student and may seize any illegal, unauthorized or contraband materials discovered in the search. Students should not expect privacy regarding items on School property because School property is subject to search at any time by School officials. Periodic general inspections of School property may be conducted by School authorities for any reason at any time without notice, without student consent and without a search warrant. A student's person and/or personal effects (e.g., purse, book bag, automobile, etc.) may be searched whenever a School official has reasonable suspicion to believe that the student is in possession of illegal or unauthorized materials. If a properly conducted search yields illegal or contraband materials, such findings shall be turned over to proper legal authorities for ultimate disposition.

A student's refusal to permit searches and seizures as provided in this policy seriously interferes with the School's ability to maintain order and discipline and to insure a safe and secure learning environment. Therefore, such refusal will be considered grounds for disciplinary action up to and including an indefinite suspension pending action on a recommendation for permanent expulsion from School.

Immunity

A school district employee, student or volunteer shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy and R.C. 3313.666 if that person reports an incident of harassment, intimidation, and /or bullying promptly, in good faith, and in compliance with the procedures specified in this policy. Such immunity from liability shall not apply to an employee, student, or volunteer determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

Rules and Regulations

The following rules, regulations, and procedures are based upon official policy of the Board of Directors of T² Honors Academy. Certain types of student conduct are prohibited. These rules and regulations shall be enforced, unless otherwise specifically stated therein, on the school grounds during, immediately before or immediately after school hours and at any other time when the school is being used by a school group; off school grounds at a school or even stations where units of credits are given towards graduation. A student found to be in violation of any of these rules or portions thereof will be subject to disciplinary actions.

This shall consist of either a disciplinary notice, suspension for a set number of days, expulsion or permanent exclusion. (The examples listed in the rules below are not meant to be exhaustive.)

In addition to or in lieu of the above mentioned disciplinary action, the disciplining authority may impose disciplinary measures in the nature of after school work, repair of or payment for physical damage caused by the student, cleanup, painting, and revocation of the privilege of participation in school activities.

The administration has the right to use discretion in interpreting and implementing rules of the handbook in compliance with the T² Honors Academy School Board Policy. This also means that the administration may develop appropriate rules and regulations as called for by various situations. It also means that the administration may, in severe or unusual cases, discipline students in ways other than stated in the handbook.

DRESS CODE

Students must be in uniform every day unless it is a designated school spirit Friday. Parents must purchase a T² Falcons royal blue jacket at www.schoolbeles.com. Please use our school code: s2678. In addition, our students must have the following:

I. BOYS/MALES

- a. Bow Ties/Tie- must have one school bow tie (\$10.00)
- b. White button down solid shirt with our T² vest
- c. Upperclassmen T² Blazer
- d. Tan Khakis shorts/pants
- e. shoes—black, no tennis shoes (tennis shoes are only worn during P.E.)
- f. No Jewelry; watches acceptable.
- g. No sweatsuits/T-shirts unless they are T² issued or bought. Only worn on school spirit days—designated Fridays

II. GIRLS/FEMALES

- a. White solid short/long sleeve shirts with our T² vest
- b. Tan Khakis, skirt, dress—NO Spaghetti strings, halter tops/dresses
- c. Upperclassmen T² Blazers
- d. Shoes—black, no tennis shoes (P.E. only), some sandals appropriate.
- e. Earrings that are studs, some small hanging earrings acceptable. Watches are acceptable. No other jewelry is allowed.
- f. No sweatsuits/T-shirts unless they are T² issued or bought. Only worn on school spirit days—designated Fridays.

Requirements for student dress are listed below:

1. All shirts must be tucked in at all times.
2. All trousers, pants or shorts must totally cover undergarments, including boxer shorts.
3. Safe and appropriate footwear must be worn which includes brown or black dress. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes and bedroom slippers. This is necessary for participation in PE.

Inappropriate Clothing

▣ **Jean or Jean-style pants**

▣ **Cargo pants**

▣ **T-shirts of any color**

▣ **Shorts or skirts more than 2" above the knees**

▣ **Sweat pants**

▣ **Sagging pants**

▣ **Leggings – unless worn with a skirt**

▣ **Headgear: hats/hoods/bandanas/sweatbands, wave caps, rollers, stocking caps, wraps other head coverings other than for documented (approved) religious reasons. (In school buildings or on field trips)**

▣ **Outerwear: no outside clothing coats/jackets, gloves, boots, sunglasses, outerwear vests in the school during the school day.**

- ▣ **Any clothing with tears, holes or "transparent" clothing that reveals undergarments or flesh.**
- ▣ **Spandex, Spandex or spandex like clothing**
- ▣ **Derogatory tattoos**
- ▣ **Chain link belts or with wording, name plates or oversized buckles**
- ▣ **No accessories attached to clothing**
- ▣ **Jewelry with spikes**
- ▣ **Articles judged potentially harmful**
- ▣ **Provocative and or distracting clothing**
- ▣ **No logos on approved clothing larger than 1 inch.**
- ▣ **No gang related colors or symbols**
- ▣ **No stilettos, flip-flops, bedroom slippers, slides, heels over 1-½ inches.**
- ▣ **No visible undergarments**
- ▣ **No multi-color rain boots/ non approved color boots during the school day**
- ▣ **No pajamas or pajama like clothing**
- ▣ **No oversized or "hanging" earrings**

Dress Code Violation Procedures:

When a student is out of dress code they will be sent to the Dean's office where they will be issued a dress code violation strike form. Their parent will be notified of the strike. The student will then receive a lanyard and a pass that shows that the student has received their strike for the day and that administration knows they are out of dress code (this way they are not repeatedly sent to the office for dress code violation).

After three strikes a student will be issued a one day out of school suspension. Upon returning to school from that suspension, the student must be in dress code or they will be sent back home for emergency removal. Their strikes will reset when they return in dress code.

The first day of the quarter all student strikes will be reset.

If a student goes thirty school days in a row without a dress code strike they will receive a pass for a "dress down" day. Days that the whole school is allowed to dress down, wear spirit wear, or dress differently because of spirit week will not count towards their thirty days. The thirty school days only apply to normal dress code days.

To receive the pass they must go to the Dean's office while still in dress code. Then they can return the following (or later) day with the pass while out of dress code (must still be dressed appropriately and professionally). They are to first go to the dean's office to turn in the pass and then they will be given a lanyard that says "Dean Approved Dress Down Day."

LOST AND FOUND

A 'Lost & Found' box is kept in the main office. To help us locate the owners of lost items, PLEASE LABEL BELONGS in an inconspicuous location. Periodically, lost items are donated to a local charity and the Academy shall have no liability for items lost or misplaced by students.

MEDICATIONS

Before any prescription medication may be given to a student by school personnel, a medical form requesting the administration of medication must be completed and signed by a doctor. This form is available in the main office. A similar medication form must be signed by the parent/guardian if over-the-counter medications need to be administered. Students carrying their own inhalers or Epi-Pens must also have a medication form on file.

Prescription Medication

1. Must be in the original container with current date, dosage, name of drug, student and the physician's name clearly marked.
2. Authorization form completed and signed by the parent/guardian giving details as to the time and amount to be given to the student.
3. Parents must pick up unused medications at the end of the school year.

Nonprescription Medication

1. Must be in the original container with the original label. It must be readable and have the student's name.
2. An authorization card must be signed by the Physician or Dentist and the Parent before the medication can be administered.

CLINIC

A school clinic is for temporary placement of students who become sick at school. If the student is very ill, we will contact the parent/guardian to come for him/her. Therefore, it is vitally important that we have information regarding names and numbers of whom to contact in an emergency. Please do not send seriously ill students to school.

FIRST AID

In the event of an accident, first aid is given by authorized trained school personnel. In all cases every effort is made to contact the parent. In minor cases, ice and band aids can be given to students. In the case of a serious accident or illness, the parent/guardian is called and the student is taken to the nearest hospital emergency room. If we are unable to contact anyone, Emergency Medical Services will be summoned. It is very important that your current home and business telephone numbers, as well as two emergency contacts are always on file in the school office.

Notification of Rights under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the Academy receives a request for access. Parents should submit to the school Director a written request that identifies the records they wish to inspect. The Director will make arrangements for access and notify the parent of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the Academy to amend a record should write the Director, clearly identify the part of the record they want changed, and specify why it should be changed. If the Academy decides not to amend the record as requested, the Director will notify the parent of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent when notified of the right to a hearing.
3. The right to provide written consent before the Academy discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. An Academy official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. An Academy official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the School would otherwise use its own employees and who is under the direct control of the Academy with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Academy official in performing his or her tasks. An Academy official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the Academy discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Academy to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Directory Information

Under FERPA the Academy may disclose appropriately designated "directory information" without your written consent, unless you have advised the Academy to the contrary in accordance with Academy procedures. The primary purpose of directory information is to allow the Academy to include this type of information from your child's education records in certain school publications. Examples include:

- ▣ A playbill, showing your student's role in a drama production;
- ▣ The annual yearbook;
- ▣ Honor roll or other recognition lists;

- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want the Academy to disclose directory information from your child's education records without your prior written consent, you must notify the Academy Director in writing along with your signature on the Parent-Student Manual Agreement. The Academy has designated the following information as directory information:

- Name
- Participation in officially recognized activities and sports
- Date of graduation
- Awards received

Rights Under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

- *Consent* before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S.

Department of Education (ED)–

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

▫ *Receive notice and an opportunity to opt a student out of –*

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

▫ *Inspect*, upon request and before administration or use –

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law. The Academy has/will adopt policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or

use of personal information for marketing, sales, or other distribution purposes. The Academy will directly notify parents of these policies at least annually in the Parent-Student Manual and after any substantive changes. The Academy will also directly notify, through U.S. Mail or email or other reasonable method, parents of students who are scheduled to participate in the specific activities or surveys described herein and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. The Academy will make this notification to parents at the beginning of the school year if the Academy has identified the specific or approximate dates of the activities or surveys at that time. For applicable surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

☐ Collection, disclosure, or use of personal information for marketing, sales, or other distribution.

☐ Administration of any protected information survey not funded in whole or in part by US Department of Education.

~~Any non-emergency, invasive physical examination or screening as described herein and/or afforded by the PPRA. Parents who believe their rights have been violated may file a complaint with:~~

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

EMERGENCY DRILLS

In accordance with state laws, fire drills are held each month. Lockdown and tornado drills are also held periodically. Visitors in the building during a drill should follow procedures posted throughout the building. Students are issued an emergency tag which is kept by the classroom teacher.

FIELD TRIPS

All field trips are an extension of what is being studied in the classroom. Trips are approved by the Director and the School Board. Permission slips must be signed by a parent/guardian before a student can go on a field trip. Telephone permission is not acceptable. A student without a signed permission will be left behind at the Academy. Children not registered at the Academy may not attend the field trip.

CAFETERIA

Our school is a CEP program where all students are provided a FREE lunch and breakfast.

CANDY, GUM & SODA

Foods of "Minimal Nutritional Value" such as candy, gum and soda are not permitted. We encourage healthy food and snacks at the Academy. Parents can provide snacks such as fresh fruits, fresh vegetables, raisins or other dried fruits, grains (such as unsweetened cereals, crackers, unbuttered popcorn, baked tortilla chips, pretzels, graham or animal crackers, goldfish crackers, baked chips), cereal bars, Bakery Items (Whole grain breads, bagels, English muffins, mini muffins), Beverages (bottled water, 100% fruit juices), low fat cheeses, salsa, yogurt.

CELL PHONES/ELECTRONIC TOYS

No electronic toys or games should be in any classroom. These items are distracting to the learning environment. They include tape player/recorder, CD player, radio, camera, cellular phone (including the camera that may be part of the phone), camcorder, hand held games, or MP3 player. These items **MUST** be left in the students lockers. The Academy is not responsible for the loss of these items. With express permission of the Director, a student may bring a cell phone to school. This phone is to **be kept turned off and out of sight on school grounds** for the entire school day. **The Academy staff is not responsible if these items are stolen, lost or broken.**

LOCKERS

Each student will be assigned a locker. Students are to have their own lock or they can purchase one from the school store. Students are **NOT** to share lockers with anyone for the safety of their items. All locker combinations must be given to the students homeroom teacher in the event of an emergency issue.

BOOK BAGS

Students will be assigned a locker to put their book bags in. Students will not be allowed to carry around large book bags or purses. They **MUST** put their items in their lockers.

TELEPHONE

Telephone messages regarding school business will be placed in the teacher's mailbox or sent via email. Teachers will not be called from the classroom to answer a phone call unless an emergency exists. Students are **NOT** permitted to receive phone calls. Students' use of the phone is for **EMERGENCIES ONLY**.

TEXTBOOKS/LIBRARY BOOKS

All textbooks and library books are loaned to students free of charge. Students are responsible for lost or damaged books and are expected to pay for them. Students are urged to take good care of books to avoid a fine at the end of the year. We will also be working closely with the public library to incorporate reading and literature.

TECHNOLOGY

Students use technology tools to do research, practice skills, and to create projects. All students are expected to use the technology provided in an approved, ethical manner in accordance with Board Policy for the completion of classroom assignments. Students who misuse technology through damage, maliciousness, non-educational use, cheating, bypassing the Internet content filter will be subject to immediate disciplinary action.

GRADING

Standards-Based Report Cards are used to share information about your child's progress toward Mastery of the Ohio Content Standards.

All grades are based on percentages:

| | |
|----------|---|
| 100-90 | A |
| 89-80 | B |
| 79-70 | C |
| 69-60 | D |
| 59-lower | F |

CHILD ABUSE

The Academy will report allegations of criminal misconduct and suspected child abuse to the appropriate law enforcement agency and/or to Child Protective Services in accordance with law. Academy personnel shall cooperate with investigations by such agencies.

SPECIAL EDUCATION

The Board of Education is committed to providing a free appropriate public education to children with disabilities identified in accordance with applicable State and Federal laws, rules, and regulations.

In order to satisfy the requirements of the Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities ("Ohio Operating Standards"), the Board of Education adopts the model policies and procedures promulgated by the Ohio Department of Education's Office of Exceptional Children (ODE-OEC). While the Special Education Model Policies and Procedures ("Model Policies") issued by the ODE-OEC are comprehensive, the document does not include every requirement set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), the regulations implementing the IDEIA, the Operating Standards, the Ohio Revised Code, and/or the Ohio Administrative Code. As such, the Board affirms its obligation to follow these laws and regulations, regardless of whether their provisions are restated in the Model Policies.

**Free Appropriate Public Education
for Students With Disabilities:
Requirements Under Section 504 of
The Rehabilitation Act of 1973**

Section 504 of the *Rehabilitation Act of 1973* protects the rights of individuals with disabilities in programs and activities that receive federal financial assistance, including federal funds. Section 504 provides that: "No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance . . ." ¹

The U.S. Department of Education (ED) enforces Section 504 in programs and activities that receive funds from ED. Recipients of these funds include public school districts, institutions of higher education, and other state and local education agencies. ED has published a regulation implementing Section 504 (34 C.F.R. Part 104) and maintains an Office for Civil Rights (OCR), with 12 enforcement offices and a headquarters office in Washington, D.C., to enforce Section 504 and other civil rights laws that pertain to recipients of funds. ²

The Section 504 regulation requires a school district to provide a "free appropriate public education" (FAPE) to each qualified person with a disability who is in the school district's jurisdiction, regardless of the nature or severity of the person's disability.

This pamphlet answers the following questions about FAPE according to Section 504:

- Who is entitled to a free appropriate public education?
- How is an appropriate education defined?
- How is a free education defined?

Who Is Entitled to FAPE?

All qualified persons with disabilities within the jurisdiction of a school district are entitled to a free appropriate public education. The ED Section 504 regulation defines a person with a disability as "any person who: (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment." ³

For elementary and secondary education programs, a qualified person with a disability is a person with a disability who is:

- of an age during which it is mandatory under state law to provide such services to persons with disabilities;
- of an age during which persons without disabilities are provided such services; or
- entitled to receive a free appropriate public education under the *Individuals with Disabilities Education Act (IDEA)*. (*IDEA* is discussed later in the pamphlet.)

In general, all school-age children who are individuals with disabilities as defined by Section 504 and *IDEA* are entitled to FAPE.

How Is an Appropriate Education Defined?

An appropriate education may comprise education in regular classes, education in regular classes with the use of related aids and services, or special education and related services in separate classrooms for all or portions of the school day. Special education may include specially designed instruction in classrooms, at home, or in private or public institutions, and may be accompanied by related services such as speech therapy, occupational and physical therapy, psychological counseling, and medical diagnostic services necessary to the child's education.

An appropriate education will include:

- education services designed to meet the individual education needs of students with disabilities as adequately as the needs of nondisabled students are met;
- the education of each student with a disability with nondisabled students, to the maximum extent appropriate to the needs of the student with a disability;

- evaluation and placement procedures established to guard against misclassification or inappropriate placement of students, and a periodic reevaluation of students who have been provided special education or related services; and
- establishment of due process procedures that enable parents and guardians to:
 - receive required notices;
 - review their child's records; and
 - challenge identification, evaluation and placement decisions.

Due process procedures must also provide for an impartial hearing with the opportunity for participation by parents and representation by counsel, and a review procedure.

Education Services Must Meet Individual Needs

To be appropriate, education programs for students with disabilities must be designed to meet their individual needs to the same extent that the needs of nondisabled students are met. An appropriate education may include regular or special education and related aids and services to accommodate the unique needs of individuals with disabilities.

One way to ensure that programs meet individual needs is through the development of an individualized education program (IEP) for each student with a disability. IEPs are required for students participating in the special education programs of recipients of funding under the *IDEA*.

The quality of education services provided to students with disabilities must equal the quality of services provided to nondisabled students. Teachers of students with disabilities must be trained in the instruction of individuals with disabilities. Facilities must be comparable, and appropriate materials and equipment must be available.

Students with disabilities may not be excluded from participating in nonacademic services and extracurricular activities on the basis of disability. Persons with disabilities must be provided an opportunity to participate in nonacademic services that is equal to that provided to persons without disabilities. These services may include physical education and recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school, and referrals to agencies that provide assistance to persons with disabilities and employment of students.

Students With Disabilities Must Be Educated With Nondisabled Students

Students with disabilities and students without disabilities must be placed in the same setting, to the maximum extent appropriate to the education needs of the students with disabilities. A recipient of ED funds must place a person with a disability in the regular education environment, unless it is demonstrated by the recipient that the student's needs cannot be met satisfactorily with the use of supplementary aids and services. Students with disabilities must participate with nondisabled students in both academic and nonacademic services, including meals, recess, and physical education, to the maximum extent appropriate to their individual needs.

As necessary, specific related aids and services must be provided for students with disabilities to ensure an appropriate education setting. Supplementary aids may include interpreters for students who are deaf, readers for students who are blind, and door-to-door transportation for students with mobility impairments.

A recipient of ED funds that places an individual with disabilities in another school is responsible for taking into account the proximity of the other school to the student's home. If a recipient operates a facility for persons with disabilities, the facility and associated activities must be comparable to other facilities, services, and activities of the recipient.

Evaluation and Placement Decisions Must Be Made In Accord With Appropriate Procedures

Failure to provide persons with disabilities with an appropriate education frequently occurs as a result of misclassification and inappropriate placement. It is illegal to base individual placement decisions on presumptions and stereotypes regarding persons with disabilities or on classes of such persons. For example, it would be a violation of the law for a recipient to adopt a policy that every student who is hearing impaired, regardless of the severity of the child's disability, must be placed in a state school for the deaf.

Section 504 requires the use of evaluation and placement procedures that ensure that children are not misclassified, unnecessarily labeled as having a disability, or incorrectly placed, based on inappropriate selection, administration, or interpretation of evaluation materials.

A school district must conduct or arrange for an individual evaluation at no cost to the parents before any action is taken with respect to the initial placement of a child who has a disability, or before any significant change in that placement.

Recipients of ED funds must establish standards and procedures for initial and continuing evaluations and placement decisions regarding persons who, because of a disability, need or are believed to need special education or related services.

These procedures must ensure that tests and other evaluation materials:

- have been validated for the specific purpose for which they are used, and are administered by trained personnel in conformance with the instructions provided by their producer;
- are tailored to assess specific areas of education need and are not designed merely to provide a single general intelligence quotient; and
- are selected and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

Recipients must draw upon a variety of sources in the evaluation and placement process so that the possibility of error is minimized. All significant factors related to the learning process must be considered.

These sources and factors include, for example, aptitude and achievement tests, teacher recommendations, physical condition, social and cultural background, and adaptive behavior. "Adaptive behavior is the effectiveness with which the individual meets the standards of personal independence and social responsibility expected of his or her age and cultural group." (See Appendix A to 34 CFR Part 104, Evaluation and Placement.)

Information from all sources must be documented and considered by a group of knowledgeable persons, and procedures must ensure that the student is placed with nondisabled students to the greatest extent appropriate.

Periodic reevaluation is required. This may be conducted in accordance with the *IDEA* regulation, which requires reevaluation at three-year intervals (unless the parent and school district agree reevaluation is unnecessary) or more frequently if conditions warrant, or if the child's parent or teacher requests a reevaluation.

Recipients Must Have Due Process Procedures for the Review of Identification, Evaluation, and Placement Decisions

Public elementary and secondary schools must employ procedural safeguards regarding the identification, evaluation, or educational placement of persons who, because of disability, need or are believed to need special instruction or related services.

Parents must be told about these procedures. In addition, parents or guardians must be notified of any evaluation or placement actions, and must be allowed to examine the student's records. The due process procedures must allow the parents or guardians of students in elementary and secondary schools to challenge evaluation and placement procedures and decisions.

If parents or guardians disagree with the school's decisions, they must be afforded an impartial hearing, with an opportunity for their participation and for representation by counsel. A review procedure also must be available to parents or guardians who disagree with the hearing decision.

How Is A Free Education Defined?

Recipients operating federally funded programs must provide education and related services free of charge to students with disabilities and their parents or guardians. Provision of a free education is the provision of education and related services without cost to the person with a disability or his or her parents or guardians, except for fees equally imposed on nondisabled persons or their parents or guardians.

If a recipient is unable to provide a free appropriate public education itself, the recipient may place a person with a disability in, or refer such person to, a program other than the one it operates.

However, the recipient remains responsible for ensuring that the education offered is an appropriate education, as defined in the law, and for coverage of financial obligations associated with the placement.

The cost of the program may include tuition and other related services, such as room and board, psychological and medical services necessary for diagnostic and evaluative purposes, and adequate transportation. Funds available from any public or private source, including insurers,⁴ may be used by the recipient to meet the requirements of FAPE.

If a student is placed in a private school because a school district cannot provide an appropriate program, the financial obligations for this placement are the responsibility of the school district. However, if a school district makes available a free appropriate public education and the student's parents or guardian choose to place the child in a private school, the school district is not required to pay for the student's education in the private school. If a recipient school district places a student with a disability in a program that requires the student to be away from home, the recipient is responsible for the cost of room and board and nonmedical care.

To meet the requirements of FAPE, a recipient may place a student with a disability in, or refer such student to, a program not operated by the recipient. When this occurs, the recipient must ensure that adequate transportation is provided to and from the program at no greater personal or family cost than would be incurred if the student with a disability were placed in the recipient's program.

FAPE Provisions in the Individuals with Disabilities Education Act (IDEA)

Part B of *IDEA* requires participating states⁵ to ensure that a free appropriate public education (FAPE) is made available to eligible children with disabilities in mandatory age ranges residing in the state. To be eligible, a child must be evaluated as having one or more of the disabilities listed in *IDEA* and determined to be in need of special education and related services. Evaluations must be conducted according to prescribed procedures. The disabilities specified in *IDEA* include: mental retardation, hearing impairments including deafness, speech or language impairments, visual impairments including blindness, emotional disturbance, orthopedic impairments, autism, traumatic brain injury, other health impairments, specific learning disabilities, deaf-blindness, and multiple disabilities. Additionally, states and local education agencies (LEAs) may adopt the term "developmental delay" for children aged 3 through 9 (or a subset of that age range) who are experiencing a developmental delay as defined by the state and need special education and related services.

The requirements for FAPE under *IDEA* are more detailed than those under Section 504. In specific instances detailed in the Section 504 regulation (for example, with respect to reevaluation procedures and the provision of an appropriate education), meeting the requirements of *IDEA* is one means of meeting the requirements of the Section 504 regulation.

IDEA requirements apply to states receiving financial assistance under *IDEA*. States must ensure that their political subdivisions that are responsible for providing or paying for the education of children with disabilities meet *IDEA* requirements. All states receive *IDEA* funds. Section 504 applies to any program or activity receiving ED financial assistance.

IDEA is administered by ED's Office of Special Education Programs (OSEP), a component of ED's Office of Special Education and Rehabilitative Services (OSERS). For more information about *IDEA*, contact OSERS at 400 Maryland Ave. S.W., Washington, DC 20202-7100. Additional information is also available at: <http://www.ed.gov/about/offices/list/osers/osep/>.

How to Obtain Further Assistance And Information

If you would like more information about Section 504 and the other laws enforced by the Office for Civil Rights, about how to file a complaint, or, if you are a school or school district, about how to obtain technical assistance, contact the Enforcement Office that serves your state or jurisdiction. Contact information for these offices is at <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>. Information about discrimination based on disability is on OCR's Web site at <http://www.ed.gov/policy/rights/guid/ocr/disability.html>. For further information, please contact our Customer Service Team toll-free at 1-800-421-3481.

TEACHER QUALIFICATION NOTIFICATION

A parent or guardian may request information on the professional qualifications of each classroom teacher who provides instruction to the parent's or guardian's child. Such information shall include all of the following:

o Whether the teacher has satisfied all requirements for licensure adopted by the state board of education pursuant to section 3319.22 of the Revised Code for the grade levels and subject areas in which the teacher provides instruction or whether the teacher provides instruction under a waiver of any such requirements;

o The major subject area in which the teacher was awarded a baccalaureate degree and, if applicable, any other degrees or certification;

o Whether a paraprofessional provides any services to the student and, if so, the qualifications of the paraprofessional.

While many of these handbook policies, procedures, and fees are outlined, the Academy reserves the right to adjust, add, or delete policies, procedures, or fees during the school year.



T² HONORS ACADEMY

**Parent-Student Manual Agreement
2020-2021**

Parent's/Guardian's Name: _____ Grade: _____

We have read and understand all of the information contained in this manual including student code of conduct and related policies. We agree to abide by and support the Academy policies and code of regulations in the Parent – Student Manual.

Agreed to by:

Student's Signature Date

Parent's/Guardian's Signature Date

Please return signed form to the Office. This agreement will be placed into the student's file.

Attachment 11

| | | | | | |
|-------|----|---|----|---|----|
| Total | \$ | - | \$ | - | \$ |
|-------|----|---|----|---|----|

Assumptions Narrative Summary

Revenues: Based on FTE enrollment recorded in those actual years. Enrollment is expected to increase by 3% each year. Foundation was based on the September 23 settlement report and is expected to increase by 3% for subsequent years based on the enrollment increase. Federal funding is based upon allocations noted within the ocp on ODEs website.

Salaries - based upon current year contracts with employees and jump in salaries to meet industry standards
Benefits - based upon employee and employer share of retirement and other taxes, and expenses associated with payroll plus 3.0% increase based upon salary increases. In addition medical insurance was added in years 27-28, reduction in salaries will be considered based upon enrollment.

Purchased Services

Rent - includes monthly rental fees for the building, copier, and gym/ and or other rentals for extracurricular activities. constant amounts budgeted

Utilities - based upon the previous year, we increased the utilities that are electric, gas, water and sewer based upon the fact that we have seen a rise in costs in the winter for electric over the past years. In addition, the building is old and not property insulated, therefore, increased costs have been budgeted. Lastly, preventative measures such as leaks could cause a rise in water and sewer costs in addition to increased water and sewer rates. To date, we have no knowledge as to whether the rates will increase, however we increased expenditures by 1%

Other Facility Costs - includes costs associated with maintenance of the building. These costs include cleaning, garbage removal services, as well as repair and maintenance services such as painting, repairs in the building and pest control, snow plowing, security and lawncare.

Insurance - liability and Director and Officers insurance. The amounts for FY 24 were based on actual expenses and the amounts for the future were based current policy with no changes for future years
 This line item is recorded in the books as an 800 object code rather than an 400 object code. For purposes of this forecast, we have added to the purchase service line item.

Sponsor Fees - ODE is the sponsor that charges a 3% fee of state foundation. This number was generated from the monthly settlement reports based upon the number of kids enrolled.

Audit Fees - based upon estimate from the auditors office, anticipates these expenditures to increase due to historical audit bills for years beyond FY 24
 This line item is recorded in the books as an 800 object code rather than an 400 object code. For purposes of this forecast, we have we have classified this line item as a purchased service.

Rent - increased by estimated 10% as the current lease expires in June 2024.

Marketing - advertisement to reach the community in enrolling in the school. Supplies were not included in this line item as these are a 500 object code. Advertisement is 400 object code.

Legal - For FY 24 legal expenses were budgeted based upon historical data. Limited to 5k per year but not all inclusive.
 FY 23 was based on current expenses and are expected to remain constant for future years.

Management Fee - N/A
Contingency - N/A

Special Education Services - contracted vendors for related special ed services.

Technology services - EMIS contracted services is based on flat rate established by the vendor.
 A site was based on contract. Included tech support within this line item.

Food Service - contract food vendor based upon rate established by the vendor.

Other Purchased Services - all other purchased service categories such as Internet, postage, website maintenance, copier overages were based upon actual expenses. No anticipated increases.

Consulting - contracted instructional, fiscal, professional development, and counseling services with rates set by vendors. Reduced by 45k for years 25-27 due to a reduction in federal dollars.

Supplies - instructional, janitorial, and office supplies will remain constant due to reduction in federal grant dollars.

R04 No. 016004

Community School Budget

72 Horace Academy
Budget for Fiscal Year 2024

County: Cuyahoga

| Function | Instruction 1000 | Support Services 2100-2200 | Administrative Services 2300-2400 | Fiscal/Business Services 2500-2600 | Operations & Maintenance 2700 | Pupil Transportation 2800 | Support/Food Services 2900-3100 | Extracurricular Activities 4000 | Facilities/ Construction Services 5000 | All Other Expense 6000-7000 | Total |
|-----------------------------|---------------------|-------------------------------|---|--|-------------------------------------|---------------------------------|---------------------------------------|---------------------------------------|---|-----------------------------------|---------------|
| | A | B | C | D | E | F | G | H | I | J | K |
| Object | | | | | | | | | | | |
| Related | | | | | | | | | | | |
| 100 | \$ 438,387.80 | \$ 138,722.08 | \$ 96,608.24 | | | | | | | | \$ 672,718.12 |
| Retirement/Flt/Sp | | | | | | | | | | | |
| 200 | \$ 68,293.68 | \$ 26,357.20 | \$ 17,587.57 | | | | | | | | \$ 127,218.44 |
| Purchased Services | | | | | | | | | | | |
| 400 | \$ 20,670.00 | \$ 26,726.00 | \$ 112,682.49 | \$ 63,688.00 | \$ 188,347.98 | \$ 100,650.00 | \$ 114,800.00 | | | | \$ 698,564.42 |
| Supplies | | | | | | | | | | | |
| 500 | \$ 17,788.54 | \$ 12,915.23 | \$ 16,187.84 | | \$ 47.64 | | \$ 228.13 | | | | \$ 47,184.08 |
| Capital Outlay | | | | | | | | | | | |
| 600 | | | | | | | | | | | |
| Other | | | | | | | | | | | |
| 800 | | | \$ 2,832.33 | | | | | | | | \$ |
| Total | \$ 580,150.02 | \$ 208,720.81 | \$ 244,388.17 | \$ 63,500.00 | \$ 188,345.57 | \$ 100,650.00 | \$ 114,726.13 | \$ | \$ | \$ | \$ 2,092.33 |
| Budget Per Pupil | | | | | | | | | | | |
| Enrolled Student Enrollment | 95 | \$2,176.11 | \$2,572.61 | \$668.35 | \$2,008.37 | \$1,058.47 | \$1,207.63 | \$0.00 | \$0.00 | \$0.00 | \$15,669.87 |

Assumption for the Fiscal Year 2024

| | | Expected Enrollment | | | | | | | | | | | |
|----------|---|---------------------|---|---|---|---|---|---|---|---|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Grade | K | | | | | | | | | | | | |
| Students | | | | | | | | | | | | | |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |

| | | Expected Instructors | | | | | | | | | | | |
|-------|---|----------------------|---|---|---|---|---|---|---|---|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |

| | | Expected Administrative Staff | | | | | | | | | | | |
|-------|---|-------------------------------|---|---|---|---|---|---|---|---|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |

| | | All Other Expected Staff | | | | | | | | | | | |
|-------|---|--------------------------|---|---|---|---|---|---|---|---|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Grade | K | | | | | | | | | | | | |
| Staff | | | | | | | | | | | | | |

| Fiscal Year 2024-2027 Projected Debt | | | | | | |
|--------------------------------------|------------------------|----------------------|------------------|---------------------|--------------|--|
| Description | Beginning Year Balance | Principal Retirement | Interest Expense | Ending Year Balance | Debit/Credit | |
| FTE Review | \$ - | \$ - | \$ - | \$ - | | |
| UMR Exp | \$ - | \$ - | \$ - | \$ - | | |
| Loan B | \$ - | \$ - | \$ - | \$ - | | |
| Line of Credit | \$ - | \$ - | \$ - | \$ - | | |
| Notes | \$ - | \$ - | \$ - | \$ - | | |
| Bonds | \$ - | \$ - | \$ - | \$ - | | |
| Capital Leases | \$ - | \$ - | \$ - | \$ - | | |
| Payables (Past Due 180+ days) | \$ - | \$ - | \$ - | \$ - | | |
| Total | \$ - | \$ - | \$ - | \$ - | | |

| Expected Purchased Services | |
|-----------------------------|-------------------|
| Rent | \$ 94,500 |
| Utilities | \$ 20,001 |
| Other Facility Costs | \$ 70,332 |
| Insurance | \$ 11,240 |
| Management Fee | \$ 31,000 |
| Sponsor Fee | \$ 10,328 |
| Audit/Accounting Fees | \$ - |
| Contingency | \$ - |
| Transportation | \$ 100,000 |
| Food Service | \$ 114,500 |
| Legal | \$ 5,135 |
| Marketing | \$ 5,300 |
| Consulting | \$ 94,975 |
| Salaries and Wages | \$ - |
| Employee Benefits | \$ - |
| Special Education Services | \$ 10,000 |
| Technology Services | \$ 62,577 |
| Food Services | \$ - |
| Other | \$ 608 |
| Total | \$ 636,584 |

Narrative Summary \$ 636,584.02

Name of sponsor: Ohio Department of Education
 Name of management company:
 Name of treasurer: Darlene Holt

Revenue: Based on FTE enrollment included in these actual years. Enrollment is expected to increase by 3% each year. Foundation was based on the September 23 enrollment report and is expected to increase by 2% for subsequent years based on the enrollment increase.
 Federal funding is based upon allocations noted within the only on ODE's website.

Salaries - based upon current year contracts with employees and jump in salaries to meet industry standards

| | | | | | | | | | | | | |
|-----------------------------|----|---|----|---|----|---|----|---|----|---|----|---|
| Supplies and Materials SFSF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Capital Outlay SFSF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Expenditures - SDFSF | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |

Assumptions

| | Actual | | | Forecasted | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | Fiscal Year 2021 | Fiscal Year 2022 | Fiscal Year 2023 | Fiscal Year 2024 | Fiscal Year 2025 | Fiscal Year 2026 | Fiscal Year 2027 | Fiscal Year 2028 |
| Staffing/Enrollment | | | | | | | | |
| Total Student FTE | 103 | 100 | 102 | 88 | 100 | 150 | 150 | 150 |
| Instructional Staff | 8 | 8 | 8 | 10 | 10 | 13 | 13 | 13 |
| Administrative Staff | 3 | 3 | 3 | 3 | 2 | 3 | 3 | 3 |
| Other Staff | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 |
| Purchased Services | | | | | | | | |
| Rent | \$ 94,500 | \$ - | \$ 94,500 | \$ 94,500 | \$ 126,630 | \$ 126,630 | \$ 129,796 | \$ 129,796 |
| Utilities | 21,268 | 27,281 | 29,103 | 29,472 | 29,767 | 30,065 | 30,365 | 30,669 |
| Other Facility Costs | 16,406 | 13,802 | 28,607 | 19,429 | 19,623 | 71,035 | 71,035 | 71,035 |
| Insurance | 10,522 | 9,393 | 8,824 | 11,260 | 11,373 | 11,373 | 11,373 | 11,373 |
| Management Fee | | | | | | | | |
| Sponsor Fee | 21,424 | 27,116 | 30,252 | 31,264 | 38,562 | 52,977 | 54,566 | 56,203 |
| Audit Fees | 13,325 | 9,680 | 5,740 | 9,232 | 9,324 | 10,630 | 10,630 | 10,630 |
| Contingency | | | | | | | | |
| Transportation | 16,600 | 76,829 | 95,775 | 121,076 | 122,286 | 125,955 | 129,734 | 133,626 |
| Legal | | 7,784 | 11,551 | 15,429 | 5,186 | 5,186 | 5,186 | 5,186 |
| Marketing | 11,919 | 16,888 | 16,482 | 7,830 | 7,908 | 8,145 | 5,353 | 5,353 |
| Consulting | 61,004 | 138,500 | 87,615 | 173,096 | 174,827 | 176,575 | 178,341 | 180,124 |
| Salaries and Wages | | | | | | | | |
| Employee Benefits | | | | | | | | |
| Special Education Services | 8,225 | 10,022 | 17,567 | 15,208 | 15,360 | 15,821 | 16,295 | 16,784 |
| Technology Services | 51,782 | 23,454 | 48,035 | 64,077 | 51,200 | 51,200 | 51,200 | 51,200 |
| Food Services | 4,093 | 55,199 | 81,772 | 63,887 | 64,525 | 72,268 | 80,941 | 90,654 |
| Other | | | 19,630 | 14,052 | 14,192 | 14,334 | 14,478 | 14,622 |
| Total | \$ 331,068 | \$ 415,947 | \$ 575,453 | \$ 669,810 | \$ 690,764 | \$ 772,195 | \$ 789,293 | \$ 807,255 |
| Financial Metrics | | | | | | | | |
| Debt Service Payments | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Debt Service Coverage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Growth in Enrollment | 0.00% | 0.00% | -2.91% | -12.00% | 13.64% | 50.00% | 0.00% | 0.00% |
| Growth in New Capital Outlay | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Growth in Operating Receipts | 0.00% | 0.00% | -4.89% | 15.66% | 12.06% | 36.68% | 0.00% | 0.00% |
| Growth in Non-Operating Receipts/Expenses | 0.00% | 0.00% | 58.67% | 20.58% | -24.26% | 13.72% | 0.00% | 0.00% |
| Days of Cash | 0.00 | 0.11 | 0.12 | 0.13 | 0.20 | 0.18 | 0.26 | 0.32 |

Assumptions Narrative Summary

| Fiscal Year 2024-2028 Projected Debt | | | | | |
|--------------------------------------|------------------------|----------------------|------------------|---------------------|------------------|
| Description | Beginning Year Balance | Principle Retirement | Interest Expense | Ending Year Balance | Debtor/ Creditor |
| FTE Review | \$ - | \$ - | \$ - | \$ - | |
| Loan A | \$ - | \$ - | \$ - | \$ - | |
| PPP Loan/Grant | | | \$ - | | |
| Line of Credit | \$ - | \$ - | \$ - | \$ - | |
| Notes, Bonds | \$ - | \$ - | \$ - | \$ - | |
| Capital Leases | \$ - | \$ - | \$ - | \$ - | |

| | | | | | |
|-------------------------------|------|------|------|------|--|
| Payables (Past Due 180+ days) | \$ - | \$ - | \$ - | \$ - | |
| <hr/> | | | | | |
| Total | \$ - | \$ - | \$ - | \$ - | |

Assumptions Narrative Summary

NOTE: These assumptions are based on if the school remains in the same building
Also the FY 23 figures are based on the financials submitted to Hinkle yet are unaudited.

REVENUES

For FY 24, revenues were based upon the March 24 settlement sheet along with the allocations of federal dollars. Miscellaneous and other revenues have been received through March 24 and therefore, we do not anticipate any future dollars for the remainder of the year.

For FY 25, we utilized the NEW funding calculator for the foundation revenues only. The foundation figures are included with this forecast based upon 100 ftes
Other revenues were based upon the facilities funding calculations plus roughly 7k in casino revenues which is average.

For FY 26, we utilized the NEW funding calculator for the foundation revenues only. The foundation figures are included with this forecast based upon 150 ftes.
Other revenues were based upon the facilities funding calculations plus roughly 7k in casino revenues which is average.

For FY 27 and 28, we left the revenues the same as FY 26 due to building capacity at 150 ftes

SALARIES

For FY 24, expenditures are outlined below:

Salaries - based upon current year contracts with employees and jump in salaries to meet industry standards

FY 25 - staff will remain the same with a 3% cost of living increase

FY 26 - staff to increase by 2 teachers with an estimated base salary of 45k each and 1 secretary at 40k. All other existing staff members to receive 3% cost of living.

For FY 27 and 28 - cost of living increase at 3%

BENEFITS

Benefits - estimated to average 20-25% annually

Purchased Services

RENT:

For FY 24, rent expense \$7,875 per month or \$94,500 annually

For FY 25, if the school remains in the same building, rent expense will increase to \$10,500 per month or \$126,000 annually

For FY 26, if the school remains in the same building, rent expense will remain the same as FY 25 \$126,000 annually.

For FY 27/FY 28, if the school remains in the same building, rent expense will increase for the next two years to \$10,815 per month or \$129,780.

Utilities - based upon the current years expenses projected through the end of the school year. Years 25 and thereafter, we expect costs to increase by at least 1% each year.

Other Facility Costs - includes costs associated with maintenance of the building. These costs include cleaning,garbage removal services, as well as repair and maintenance services such as painting, repairs in the building and pest control, snow plowing, security and lawncare.

Insurance - liability and Director and Officers insurance. The amounts for FY 24 were based on actual expenses and the amounts for the future were based current policy with no changes for future years

This line item is recorded in the books as an 800 object code rather than an 400 object code. For purposes of this forecast, we have added to the purchase service line item.

Sponsor Fees - ODE is the sponsor that charges a 3% fee of state foundation. This number was generated from the monthly settlement reports based upon the number of kids enrolled.

Audit Fees - based upon estimate from the auditors office, anticipate these expenditures to increase due to historical audit bills for years beyond FY 24 This line item is recorded in the books as an 800 object code rather than an 400 object code. For purposes of this forecast, we have we have classified this line item as a purchased service.

Marketing - advertisement to reach the community in enrolling in the school.
Estimated costs based on FY 24 expense will increase for subsequent years as to market for additional students.

Legal - For FY 24 legal expenses were budgeted based upon actual expense. F FY 25 and beyond will be up to 6k annually

Mangement Fee - N/A

Contingency - N/A

Special Education Services - contracted vendors for related special ed services.

Technology services - EMIS contracted services is based on flat rate established by the vendor.
A site was based on contract. Included tech support within this line item.

Food Service - contract food vendor based upon rate established by the vendor.

Other Purchased Services - all other purchased service categories such as internet, postage, website maintenance, copier overages were based upon actual expenses. No anticipated increases.

Consulting - contracted instructional, fiscal, professional development, and counseling services with rates set by vendors. Increased by 1% for all years 25-28

Supplies - instructional, janitorial, and office supplies will remain constant for subsequent years upon the recommendation of sponsor though FY 25. Thereafter, should increase with the increase in enrollment

FY 22 ADDITIONAL NOTES per Rebecca

The forecast is technically a cash budget, however, we were informed to change the FY 22 column to agree to the FY 22 released audit. Unfortunately, in order to get the financials to tie, we have included an adjustment in the Transfer out line item of \$79K in order for the cash balance to agree to the released report.

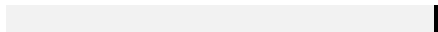
There was NO transfer, it was adjustments made due to the implementation of GASBs.

In addition, with the implementation of GASB 87, the rent expense will not be reflected on the income statement as in years' past. It is now a balance sheet item shown in the format of ST/LT lease payable.

base cost, spec ed, formula transition supplement

facilities, casino

Career Tech, English Learners, dpia, student wellness



Attachment 12

THE
CINCINNATI
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 30576699
Bond Amount: \$ 50,000.00
Bond Description: Treasurer/Clerk School, Township, Bd of Ed. (Continuous)

Principal:

Darlene Holt
1695 Sugarmaple Dr
Columbus, OH 43229-5261

Obligee:

T2 Honors Academy
18450 S Miles Rd
Cleveland, OH 44128-4236

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

This bond is extended to 11/01/2024

Signed and sealed this 8/4/2023



THE CINCINNATI INSURANCE COMPANY

ATTORNEY-IN-FACT **Alice McLure-Hernandez**

Agency: Risk Strategies Company
34056
8339 Tyler Blvd
Mentor, OH 44060-4220

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

B0576699

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Alice McLure-Hernandez

of **Mantor OH**
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Fifty Thousand Dollars \$ 50,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Corbett

Keith Corbett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this **1st** day of **November** **2023**



Ed H.



CINCIBOND®
Surety Made Simple®

The Cincinnati Insurance Company
PO Box 145496, Cincinnati, OH 45250-5496

AGENCY:
Risk Strategies Company
34056
8339 Tyler Blvd
Mentor, OH 44060-4220

Billing Notice

Billing Type: Cincinnati Direct Bill

| BOND NUMBER | BOND DESCRIPTION | RENEWAL PERIOD | RENEWAL PREMIUM |
|-------------|--|-----------------------|-----------------|
| 80576699 | \$ 50,000.00 Treasurer/Clerk School, Township, Bd of Ed. | 11/1/2023 - 11/1/2024 | \$ 125.00 |

PRINCIPAL:
Darlene Holt
1695 Sugar maple Dr
Columbus, OH 43229-5261

OBLIGEE:
T2 Honors Academy
18450 S Miles Rd
Cleveland, OH 44128-4236

RENEWAL INSTRUCTIONS:
Please file either the renewal bond form or the continuation certificate with the obligee if required.

PREMIUM INCLUDES SURCHARGE & TAXES IF APPLICABLE:
SURCHARGE: 0.00
MUNICIPAL TAX: \$ 0.00
COUNTY TAX: \$ 0.00

FOR CANCELLATION:
PLEASE HAVE THE BELOW RELEASE COMPLETED, SIGNED AND DATED BY THE OBLIGEE AND RETURN TO SURETY, ATTN: Surety Department

BOND RELEASE

The Cincinnati Insurance Company

You are hereby released from any and all liability that may otherwise accrue on or after _____ for bond number 80576699, issued on behalf of Darlene Holt,

in favor of T2 Honors Academy

for the sum total amount of \$ 50,000.00

Additional Comments:

Signed this _____ day of _____,

T2 Honors Academy

Signature: _____

Printed Name & Title: _____

CONSULTING AGREEMENT

THIS AGREEMENT, approved this 26th day of April, 2022, by and between T2 Honors Academy and its Board of Directors, an Ohio Charter School with its principal place of business at 18450 South miles Road Warrensville Heights Ohio 44128 ("CLIENT") and Dholt Consultants LLC Ohio limited liability company with its principal place of business at 1695 Sugarmaple Drive Columbus, Ohio 43229 ("Consultant").

RECITALS

Consultant has experience and expertise in financial and management consulting with Ohio Community Schools as defined in Chapter 3314 of the Ohio Revised Code.

Client is an Ohio Charter School (the "Client" or "School") which is a "Community School" as defined in Ohio Revised Code Chapter 3314. The School acts through its Board of Trustees who have approved and/or ratified this Agreement.

Client desires to hire Consultant as Fiscal Agent and Consultant desires to provide such services for each School on behalf of Client.

Now, therefore, in consideration of the mutual covenants herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

This Agreement shall be effective for a period beginning on July 1, 2022, and ending on June 30, 2024 (the "Consulting Period"), unless sooner terminated pursuant to this Agreement. If the parties have not terminated this Agreement during the Consulting Period, or provided notice of Intent Not to Renew as set forth in Section 10(b)(v) of this Agreement, it shall continue on a month to month basis until terminated or renewed (the "Continuation Period"). Client agrees to pay Consultant according to the fee schedule outlined in Section 4 of this Agreement.

2. Responsibilities

Consultant shall provide basic financial services including bookkeeping, payroll, accounts payable and receivable, financial reporting, and financial analysis of certain agreements entered into or considered by Client. Consultant shall provide a dedicated fiscal officer to Client who meets all of the requirements of a Fiscal Officer pursuant to Revised Code Section 3314.011 and other applicable Ohio laws and regulations. Client may request a different dedicated fiscal officer if the assigned fiscal officer fails to meet the obligations set forth in this Agreement or any Ohio law or regulation. Upon validation of the failure of the Fiscal Officer and upon such request, Consultant will appoint a new Fiscal Officer within 30 days.

Consultant may appoint a different Fiscal Officer to Client without prior approval for a period 90 days. If Consultant intends to replace the then-assigned Fiscal Officer with another individual for more than 90 days, Consultant will seek approval from the Client for such change in dedicated Fiscal Officer, which request will not be unreasonably withheld.

Consultant and the dedicated Fiscal Officer shall perform all duties described in the Statement of Work ("SOW") marked as Exhibit A of this Agreement, attached hereto and made a part hereof. Client agrees to perform the duties outlined in Exhibit B hereto and further agrees to provide Consultant access to all necessary books and records to allow Consultant to perform the SOW.

3. Independent Contractor

Consultant has certain expertise in financial and management consulting and Client understands that Consultant intends to perform similar consulting services for others during the Consulting Period.

Client shall not supervise or direct the manner and means of Consultant's performance of this Agreement, nor shall Client have any authority, express or implied, to hire or fire any employees of Consultant, to directly compensate any employees of Consultant, or to withhold taxes or other payments from any employees of Consultant. Consultant may hire employees (or sub-contractors) for work for services to be performed pursuant to this Agreement. Client also has the right to review and approve Consultant staff assigned to its accounts.

Neither this Agreement nor the relations between the parties hereto shall constitute or be deemed to be that of a partnership, joint venture, employment or principal and agent, it being expressly understood and agreed that Consultant is and shall be an independent contractor. Consultant shall pay, and be solely responsible for, its operating expenses and professional liability insurance. Consultant shall have no authority and shall make no representations, warranties, or statements on behalf of Client and neither party hereto shall bind or be liable for the debts or obligations of the other.

Except as otherwise indicated in this Agreement, all tax and other returns required by city, local, state or federal laws or regulations with respect to the business of Consultant (including self-employment tax filings, if applicable), and all payments due thereon, and all licenses, registrations, permits and the like, and all fees and other payments or coverage required or due in connection therewith, including, generally, but not limited to, income or other tax withholdings, social security, unemployment compensation, worker's compensation, disability coverage and other taxes, etc., shall be made, filed, paid, procured and maintained by Consultant.

4. Compensation

(a) In consideration for the services rendered by Consultant pursuant to the SOW, CLIENT agrees to pay Consultant \$3,500 per month, in advance, on the 1st day of each month. If the first day of the month falls on a weekend or holiday, Client shall make the monthly payment on the next workday.

(b) Any services provided by Consultant outside the scope of the SOW shall be billed at \$100.00 per hour, billed monthly, and payable within thirty (30) days of its receipt of the invoice. Consultant shall not provide any services outside the scope of this Agreement unless directed and approved in writing by the Client.

5. Business Expenses

In addition to compensation, Client agrees to reimburse Consultant for business expenses incurred by Consultant in performing services pursuant to this Agreement. Reimbursable business expenses, shall include, but not be limited to:

- (a) Mileage reimbursement (consistent with the federal tax rate for such reimbursement);
- (b) Other reasonable travel expenses incurred by Consultant at the request of the Client's governing authority or a representative of the Client's governing authority for the benefit of the Client, the governing authority, or an individual member of the governing authority.
- (c) Other business expenses (i.e. equipment, supplies, other professional services) procured on behalf of the Client.

Such expenses shall be paid within ten (10) business days after receiving written expense report with supporting documentation. Written expense reports and supporting documentation must be submitted to Client within thirty (30) days of the date such expenses were incurred.

6. Confidentiality.

(a). Confidential Information means certain confidential information or materials furnished by any party, or in the case of the schools, confidential information furnished by its management company or any of its affiliates either presently or in the future relating to the proprietary educational, technical, financial or business affairs of the owning party which the owning party considers to be confidential and/or

proprietary, including, without limitation, information and materials relating to the owning party's education or business models, education or business methods, business records, procurement methods, operation practices, services, strategies, suppliers, technology, financiers, employee compensation, computer software (whether or not proprietary) and hardware, data bases, developments, curriculum, best practices, teaching methods or trade secrets which are (a) disclosed in written or tangible form whether or not marked as being confidential or (b) disclosed orally.

(b) Confidential Information does not include information that (a) is or becomes publicly available through not act or omission of the receiving party; (b) the owning party discloses to a third party without restriction on disclosure; (c) is disclosed to the non-owning party by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (d) is independently developed by the other party without the use of any Confidential Information; or (e) is previously know to the other party without nondisclosure obligations.

(c) All parties agree to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing all parties shall take at least those measures it takes to protect its own most highly confidential information of a like kind. If any copies of the Confidential Information are made the owning party's proprietary rights notices shall be reproduced on any such copies. The recipient shall immediately notify the owning party in the event of any unauthorized use or disclosure of the Confidential Information. In the event that the recipient or anyone to whom it transmits the Confidential Information becomes legally compelled to disclose any of the confidential information the recipient will provide the disclosing party with notice so that the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

(d) Unless otherwise agreed, Consultant shall not disclose or use for the benefit of anyone other than Client, any and all written information or other information obtained through the course of its work with Client, and shall, as an agent of Client, retain any trade secrets or other confidentiality which extends to Client or its customers. Client understands that Consultant has copyrights, trademarks/trade names prior to the engagement of this contract. Client agrees that it will not duplicate, sell or otherwise disseminate any Consultant materials used by the Client without the express written consent of Dholt Consultants LLC.

(e) This provision shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of either party and shall survive the termination, suspension or non-renewal of this Agreement.

7. Warranties or Representations

(a) By Consultant

Consultant warrants and represents that it has the authority to enter into this Agreement and to perform all obligations hereunder, and that it is not under any duty or obligation to any other person or entity in the form of an employment agreement, non-compete agreement, or other contractual agreement which would prohibit it from performing his obligations to Client pursuant to this Agreement. Consultant further acknowledges its fiduciary responsibility to comply with the duties outlined in Exhibit A hereof and, Consultant shall indemnify and hold harmless Client for any errors, acts of commission or omission by Consultant which result in claims, citations, fines, or other penalties from the State of Ohio and any governmental or regulatory body.

(b) By Client

Client warrants and represents that it has the authority to enter into this Agreement and to perform all obligations hereunder. Client further warrants and represents that it will comply with its Duties as outlined in Exhibit B and understands that its failure to so comply may result in immediate termination of this Agreement. Client further acknowledges its fiduciary responsibility to ultimately comply with the

duties performed by Consultant as outlined in Exhibit B hereof and, Client shall indemnify and hold harmless Consultant for any errors, acts of commission or omission by Client which result in claims, citations, fines, or other penalties from the State of Ohio and any governmental or regulatory body .

Client further represents that Ohio Revised Code section 3309.01(B)(2) may require certain independent contractors to participate in the State Employee's Retirement System (SERS). Client warrants that it shall pay what would otherwise be the employer's share of contributions required as if Consultant's employees were employees of the State should SERS require such payment. Client represents that such participation by Consultant and/or its employees is a condition precedent to entering into this Agreement.

Client represents and warrants that such participation in SERS does not change Consultant's status to that of employee and Consultant's status is governed by Section 3 of this Agreement and Revenue Ruling 87-41.

8. Work for Hire

Ownership. All trademarks, copyrights, trade secrets, know-how, and other intellectual property or proprietary rights existing prior to the Consulting Period shall remain the sole property of the party that owned such rights immediately prior to the Consulting Period. All right, title, and interest in any work product, derivative works, or intellectual property rights (including without limitation copyrightable or patentable subject matter, trade secrets, or know-how) designed, created, or developed by either party during the Consulting Period shall be owned by the party who developed such materials and such party shall hold all intellectual property rights to such materials from the date of creation whether or not such materials are on file with the United States Patent & Trademark Office. All other items not trademarked or copyrighted (i.e. work papers, spreadsheets, etc.) made for the Board are the property of the Board. All documents, spreadsheets and other information gathering documents created for the benefit of Client and the Ohio Department of Education shall not be subject to proprietary rights by Client.

9. Non-Disclosure

During the Consulting Period, Consultant may have access to Client's products, prices, costs, future plans, business affairs, process information, trade secrets, technical information, customer lists, copyrights, and other proprietary information ("Proprietary Information") that constitute valuable and unique assets of Client. Consultant acknowledges the need to protect such Proprietary Information from disclosure to third parties. Consultant shall not disseminate or display any Proprietary Information and shall not reproduce, make copies, or create derivative works based on any Proprietary Information without the prior written consent of Client. Within fifteen (15) days of termination or expiration of this Agreement, Consultant shall return to Client all Proprietary Information in Consultant's possession, including without limitation, any copies thereof and any memoranda or notes based thereon.

Client understands that Consultant has copyrights, trademarks/trade names prior to the engagement of this Agreement. Client agrees that it will not duplicate, sell or otherwise disseminate any Proprietary Information of Consultant used by the Client without the prior, express written consent of Consultant.

10. Suspension and Termination.

(a) **Suspension.** Consultant has the right to suspend all contracted services immediately if an invoice remains unpaid thirty (30) days beyond the due date. Client, its Board of Trustees and Sponsor will be notified of the suspension via certified mail five (5) days prior to such suspension becoming effective. During the suspension, Client shall be fully responsible for the performance of all work previously contracted to Consultant. Consultant will accept no responsibility for work performed by Client during a suspension. Client will also be responsible for payment of all invoices from Consultant during the suspension period. Suspension will continue until the account is paid in full and the following months'

invoice is paid. Client, its Board of Trustees, and Sponsor will be notified of the release of suspension via certified mail. After the suspension, all accounts must continue on a pre-paid basis.

(b) Termination. This Agreement may also be terminated upon the occurrence of any of the following events, and the terminating party shall have no liability to the other for the exercise of its right to cancellation:

(i) By either party in the event the other party has breached a covenant, obligation, or warranty under this Agreement, and such breach remains uncured for a period of thirty (30) days after notice of such breach is sent, in writing, by the non-breaching party;

(ii) by either party in the event the other party is dissolved, either voluntarily or involuntarily under the governing law of the State of their respective organization or incorporation.

(iii) immediately by Client should funding from the State of Ohio cease;

(iv) By Client if Consultant is requested to or appoints more than three dedicated fiscal officers to Client within a single 12-month period.

(v) immediately by Consultant should any invoice remain unpaid sixty (60) days after its due date or if, after a suspension, Client fails to maintain pre-paid status.

(vi) If this Agreement is not terminated for any reason set forth in this paragraph 10(b), this Agreement shall automatically renew for consecutive two-year terms unless either party provides written Notice of Intent not to renew at least 6 months prior to the expiration of the Consulting Period set forth in Section 1.

(c) Upon termination, Consultant shall return all Client or School records to Client or the Department of Education in the event the Client School or its Governing Board ceases to exist. Upon termination Consultant shall have no additional obligations to Client or School upon return of the records. However, Consultant shall participate and cooperate in any State of Ohio audit requests for information from Consultant

(d) Upon termination for any reason, Client shall pay to Consultant all outstanding amounts due, including, but not limited to un-reimbursed expenses and compensation through the date of termination within fifteen days from the date of termination. Client shall also compensate Consultant for any audits performed by the State of Ohio following termination. Any findings against the Client and/or Consultant that arise from actions taken by Client without direct approval by Consultant shall be paid to the State of Ohio by Client or reimbursed to Consultant by Client if paid by Consultant.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when accepted in person by the deliverer or its agent evidenced by a signature, or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Client:
c/o., _____, President

If to Consultant:
Dholt Consultants LLC,
c/o Darlene Holt, President
1695 Sugarmaple Drive
Columbus, Ohio 43229
Holtbiz.consult@gmail.com

12. Indemnification and Insurance

Client does hereby agree to protect, indemnify, defend and hold Consultant (including the directors, officers, partners, employees and agents of Consultant, all of whom are hereinafter collectively referred to as the "Indemnified Parties") harmless from and against any and all costs, expenses, claims, damages, losses and liabilities (including attorney's fees and costs in connection therewith) arising in any manner from, or related in any manner to failure of the School or Client to abide by the laws governing Ohio Community Schools in the State of Ohio; failure to remit taxes to the Federal, State, or local governments as required by law; or for any negligent or unethical acts by Client, its officers, trustees, directors, employees or agents or those of the School Client further agrees to protect, indemnify, defend and hold Consultant and its directors, officers, partners, employees and agents of Consultant harmless from and against any and all costs, expenses, claims, damages, losses and liabilities (including attorney's fees and costs in connection therewith) associated with Issues raised by Client's sponsor as that term is defined in Ohio Revised Code section 3314 relative to Consultant's bond or bonding requirements by the State of Ohio and its agents or subdivisions. Client agrees to reimburse Consultant for any expenses and costs to clarify such issues.

The Indemnified Parties hereby agree to protect, indemnify, defend and hold Client (including the directors, officers, partners, employees and agents of Client, all of whom are hereinafter collectively referred to as the "Client Indemnified Parties") harmless from and against any and all costs, expenses, claims, damages, losses and liabilities (including attorney's fees in connection therewith) arising in any manner from, or related in any manner to failure of the Indemnified Parties to abide by the laws governing Ohio Community Schools in the State of Ohio; or for any negligent or unethical acts by the Indemnified Parties. .

These Indemnification provisions shall be binding upon and inure to the benefit of the respect heirs, personal representatives, successors and assigns of the Client Indemnified Parties and the Indemnified Parties and shall survive the termination of this agreement.

13. Miscellaneous.

(a) Waiver of Breach.

Failure to insist upon strict compliance with any of the terms, promises or conditions of this Agreement shall not be deemed a waiver of such term, promise or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power, unless so specifically stated.

(b) Severability.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(c) Modification.

This Agreement cannot be amended, changed, modified or discharged except by an agreement in writing signed by both Consultant and Company.

(d) Governing Law and Venue.

This Agreement and the performance of this Agreement shall be governed by the laws of the State of Ohio and venue shall be in the state and federal courts of Franklin County, Ohio..

(e) Captions.

The captions at the beginning of the several sections and subsections of this Agreement are not

part of the context hereof but are only guides or labels to assist in locating and reading such sections and subsections. They should be given no effect in construing this Agreement.

(f) Binding Effect.

Except as otherwise herein expressly provided, this Agreement shall inure to the benefit of and be binding upon Company, its successors and assigns, executors, administrators and legal representative, the rights and obligations of Consultant hereunder may not be delegated or assigned.

(g) Assignability

This Agreement may be assigned by mutual written consent of the parties.

(h) Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes and prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement effective on the day and year first above written.

ATTEST:

CLIENT:

By 
T2 Honors Academy
Board President

CONSULTANT:

By 
Darlene Holt, President
Dholt Consultants, LLC

EXHIBIT A

1. DESCRIPTION OF SERVICES. Dholt Consultants LLC will provide the following services (collectively, the "Services"):

- Serve as Fiscal Agent and manage cash receipts and disbursements for the Board.**
- Provide basic financial services such as bookkeeping (e.g. bank reconciliation and electronic record keeping),**
- Payroll- assist management group with timely retirement filings and properly recording paychecks, paying employee benefits etc. in board books for detailed review),**
- Reporting (e.g. appropriate, monthly, quarterly, and annual state and federal filings),**
- Accounts payable (vendor invoicing and check writing), and**
- Accounts receivable (e.g. sales invoicing and cash collections/deposits).**
- Serve as Board designated fiscal officer as required by ORC and Sponsor**
- Review, analyze and report to Board on financial data submitted by the management.**
- Prepare and process CCIP application(s), Final Expenditure Reports (FERs) and Project Cash Requests based as required subject to Board approval.**
- Provide long term financial analysis and internal audits/reviews of Management as needed.**
- Oversee and manage annual Auditor of State 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.**
- Preparation of Annual GAAP Financial Report for Auditor of State.**
- Preparation of 5-year Forecast and Annual Budget**

EXHIBIT B

CLIENT DUTIES AND RESPONSIBILITIES

1. Client shall maintain, in accordance with GAAP and other State of Ohio auditing principles all documentation, files, and records.
2. All original documentation shall stay on site and is the responsibility of the client to maintain.
3. Client's Board shall approve a financial plan and estimated school budget for each year, shall formally establish GAAP policies and procedures for determining receivables and payables, shall have and distribute an organization manual outlining significant policies and procedures, and shall familiarize itself and comply with all regulations applicable to Charter schools within the State of Ohio.
4. Client will allow Consultant to duplicate files as needed.
5. Client will work with Consultant to ensure that coding is accurate for financial reporting purposes.
6. All other duties not specifically designated in Exhibit A of this Agreement.
7. Client agrees to abide by all regulations applicable to Community Schools in the State of Ohio.

Attachment 13

Tsquared

Effective May 1, 2023

MEDICAL & Rx

Upgrade / Downgrade

| | Current Anthem SOCA MEMA PPO 588794-0000 | Renewal Anthem SOCA MEMA PPO 588794-0000 6VJM | Renewal Alternative 1 Anthem SOCA MEMA PPO 168889-977K - 6VJQ | Option 1 MEMO CORE MEMA PPO 3229-690 |
|------------------------------|---|---|---|---|
| Deductible | Embedded \$2,000 \$4,000 70% \$14,000 \$26,500 \$16,500 \$33,000 100% no ded. \$25 \$50 \$75 | Embedded \$2,000 \$4,000 80% \$14,000 \$26,500 \$16,500 \$33,000 100% no ded. \$25 \$50 \$75 | Embedded \$4,000 \$8,000 80% \$16,000 \$33,000 \$21,000 \$42,000 100% no ded. \$30 \$60 \$75 | Embedded \$2,000 \$4,000 80% \$10,000 \$20,000 \$12,000 \$23,000 100% no ded. \$30 \$60 \$75 |
| Coinsurance % | 70% | 80% | 80% | 80% |
| Coinsurance Max | \$14,000 | \$14,000 | \$16,000 | \$10,000 |
| Total OOP Max | \$33,000 | \$33,000 | \$21,000 | \$23,000 |
| Prescriptive Services | 100% no ded. | 80% | 80% | 80% |
| Office Visit | \$25 | \$25 | \$30 | \$30 |
| Emergency Room | \$50 | \$50 | \$60 | \$60 |
| Urgent Care | \$75 | \$75 | \$75 | \$75 |
| Rx | Mail Order 98 Retail 98 N/A \$16825 (L2) \$46855 (L2) \$308100 (L2) \$276376 (L2) (98 day only) | Mail Order 98 Retail 98 N/A \$16825 (L2) \$46855 (L2) \$308100 (L2) \$276376 (L2) (98 day only) | Mail Order 98 Retail 98 N/A \$258 (single) \$500 (family) \$15825 (L2) \$46855 (L2) \$308100 (L2) \$276376 (L2) (98 day only) | Mail Order 90 Retail 98 N/A \$15 \$48 \$75 \$276 (98 day only) |
| Notes | *Membership Fee: Additional Adult Membership Fee will apply. *Member includes \$2.00 PERM MEMA adults, fee which is Mail monthly. *SACA membership fee vary by plan and group size. *Rx within the standard PDL. *Within Level 1 & Level 2 Pharmacy: Level 1 (L1) total copay apply at low cost pharmacies. Higher copay apply at all other pharmacies. Low cost pharmacies include CVS, Kroger, Walgreens, Giant Eagle, Sherris Club, Target, and Costco. Level 2 (L2) pharmacies include but are not limited to Walgreens, Target, Rite Aid, and all other retail pharmacies. | *Membership Fee: Additional Adult Membership Fee will apply. *Member includes \$2.00 PERM MEMA adults, fee which is Mail monthly. *SACA membership fee vary by plan and group size. *Rx within the standard PDL. *Within Level 1 & Level 2 Pharmacy: Level 1 (L1) total copay apply at low cost pharmacies. Higher copay apply at all other pharmacies. Low cost pharmacies include CVS, Kroger, Walgreens, Giant Eagle, Sherris Club, Target, and Costco. Level 2 (L2) pharmacies include but are not limited to Walgreens, Target, Rite Aid, and all other retail pharmacies. | *Membership Fee: Additional Adult Membership Fee will apply. *Member includes \$2.00 PERM MEMA adults, fee which is Mail monthly. *SACA membership fee vary by plan and group size. *Rx within the standard PDL. *Within Level 1 & Level 2 Pharmacy: Level 1 (L1) total copay apply at low cost pharmacies. Higher copay apply at all other pharmacies. Low cost pharmacies include CVS, Kroger, Walgreens, Giant Eagle, Sherris Club, Target, and Costco. Level 2 (L2) pharmacies include but are not limited to Walgreens, Target, Rite Aid, and all other retail pharmacies. | *Membership Fee: Additional Adult Membership Fee will apply. *Member includes \$2.00 PERM MEMA adults, fee which is Mail monthly. *SACA membership fee vary by plan and group size. *Rx within the standard PDL. *Within Level 1 & Level 2 Pharmacy: Level 1 (L1) total copay apply at low cost pharmacies. Higher copay apply at all other pharmacies. Low cost pharmacies include CVS, Kroger, Walgreens, Giant Eagle, Sherris Club, Target, and Costco. Level 2 (L2) pharmacies include but are not limited to Walgreens, Target, Rite Aid, and all other retail pharmacies. |
| Employee | 6 | 6 | 6 | 6 |
| EE + Spouse | 0 | 0 | 0 | 0 |
| EE + Child(ren) | 1 | 1 | 1 | 1 |
| Family | 7 | 7 | 7 | 7 |
| Adults Fee (Monthly) | \$670.13 | \$729.46 | \$877.32 | Age Related |
| Monthly | \$1,472.55 | \$1,003.35 | \$1,400.07 | Age Related |
| Annual | \$1,131.18 | \$1,251.33 | \$1,744.35 | Age Related |
| Total Annual (Includes Fees) | \$2,198.64 | \$2,251.84 | \$3,092.74 | Age Related |
| % Adjustment | 0% | 0% | 1.3% | 0% |

(Based on census November 2022-3)



This is a summary of information does not guarantee benefits; it is not a detailed overview of benefits; limits and/or exclusions may apply. In the event a discrepancy exists, the policy provisions will prevail.

3/8/2023 12:46 PM

Attachment 14

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this "Lease"), made effective as of September 1, 2024, by and between WRIGHT EQUITY PARTNERS, LLC, an Ohio limited liability company ("Landlord"), and T2 HONORS ACADEMY, an Ohio corporation for non-profit ("Tenant"),

WITNESSETH THAT:

1. INTENTIONALLY OMITTED.

2. Property.

Landlord does hereby demise and lease to Tenant, and Tenant does hereby hire and lease from Landlord, upon the terms and conditions set forth herein, a total of approximately 14,000 square feet of floor area on two floors of the building (the "Building"), as shown on Exhibit A attached hereto and made a part hereof (the "Leased Premises"), and the parking area to the south side of the Leased Premises containing approximately forty (40) parking spaces (the "Parking Area," and together with the Leased Premises, the "Leased Property") as shown on Exhibit B attached hereto, located at 18450 South Miles Road, Warrensville Heights, Ohio 44128, as more fully described on Exhibit C attached hereto and made a part hereof (the "Property"), and such other appurtenances specifically granted in this Lease. Tenant acknowledges and agrees that Tenant has inspected the Leased Premises, knows the condition thereof and accepts the same "AS IS," without warranties or representations of any kind whatsoever, including, without limitation, warranties or representations with respect to environmental matters.

3. Term.

(a) The Term of this Lease shall commence on September 1, 2024 (the "Commencement Date") and, unless sooner terminated in accordance with the terms hereof, shall expire sixty (60) months following the Commencement Date (the "Term").

(b) This Lease is subject to the provisions of a Community School Contract ("Contract") between Tenant and the Ohio Department of Education and Workforce, dated July 1, 2024, which is renewable for three (3) five (5) year periods. In the event Tenant's Contract is not renewed at any time during the Term, this Lease shall terminate with no penalty to Tenant for their early termination.

4. Fixed Rent; Additional Rent.

(a) Tenant shall pay to Landlord, without deduction or setoff and without demand, the following fixed rent ("Fixed Rent"):

(i) During the first twenty-four (24) calendar months of the Term, the sum of Two Hundred Seventy-Seven Thousand Two Hundred and 00/100 Dollars (\$277,200.00), payable in equal consecutive calendar monthly installments of Eleven Thousand Five Hundred Fifty and 00/100 Dollars (\$11,550.00);

(ii) During the period commencing with the twenty-fifth (25th) calendar month of the Term and continuing through the expiration of the forty-eighth (48th) calendar month of the Term, the sum of Two Hundred Eighty-Five Thousand Five Hundred Sixteen and 00/100 Dollars (\$285,516.00), payable in equal consecutive calendar monthly installments of Eleven Thousand Eight Hundred Ninety-Six and

00/100 Dollars (\$11,896.00);

(iii) During the period commencing with the forty-ninth (49th) calendar month of the Term and continuing through the expiration of the seventy-second (72nd) calendar month of the Term, the sum of One Hundred Forty-Seven Thousand Forty and 74/100 Dollars (\$147,040.74), payable in equal consecutive calendar monthly installments of Twelve Thousand Two Hundred Fifty-Three and 40/100 Dollars (\$12,253.40);

(iv) Intentionally Omitted

(v) Intentionally Omitted

(b) In addition to Fixed Rent specified in this Lease, Tenant shall pay to Landlord as Additional Rent for the Leased Premises, in each calendar year or partial calendar year during the Term commencing in calendar year 2024, an amount equal to the Annual Rental Adjustment for such calendar year. Tenant shall pay the Annual Rental Adjustment within thirty (30) days following receipt of Landlord's itemized billing statement therefor, together with reasonably supportable verification. Any amounts to be paid by Tenant to Landlord pursuant to the provisions of this Lease, whether such payments are periodic or recurring, shall be deemed to be "Additional Rent" and otherwise subject to all provisions of this Lease and of law as to the default in the payment of rent. This Paragraph 4(b) shall survive the expiration or earlier termination of this Lease.

(c) Definitions.

(i) "Annual Rental Adjustment" - shall mean the amount of Tenant's Proportionate Share of Operating Expenses, including, without limitation, real estate taxes and Landlord's Insurance, for a particular calendar year over the Base Year, but in no event shall such amount be less than zero.

(ii) "Base Year" - shall mean calendar year 2024.

(iii) "Operating Expenses" - shall mean the amount of all of Landlord's costs and expenses paid or incurred for a particular calendar year for cleaning, lighting, operating, managing, repairing, replacing and maintaining the Property and the Building (including the Common Areas) and all components thereof in good condition and repair, including, without limitation: real estate taxes; Landlord's Insurance; water, sewer, electrical and other utility charges other than the separately billed utility charges paid by Tenant as provided in this Lease (or other tenants in the Building); except as expressly set forth in this Lease as being an obligation of Tenant, service and other charges incurred in the repair, replacement, operation and maintenance of the heating, ventilation and air-conditioning system; tools and supplies; repair costs; landscape maintenance costs; security services; fire safety and protection systems, monitoring, testing and operating charges; license, permit and inspection fees; management fees and administrative fees; supplies, costs, wages and related employee benefits (including premiums for Workers' Compensation and other insurance) payable for the management, maintenance and operation of the Property and/or the Building; painting of the exterior portions of the Building; except as expressly set forth in this Lease as being an obligation of Tenant, maintenance, repair and replacement of the roofs, driveways, parking and sidewalk areas (including snow and ice removal) and landscaped areas; and dues, fees and assessments incurred under any covenants or owners' association.

Notwithstanding the foregoing, Operating Expenses shall not include: (i) costs attributable to seeking and obtaining new tenants such as: advertising, brokerage commissions, attorney's fees, and renovations and improvements within individual tenant premises; (ii) costs attributable to enforcing leases against other tenants in the Building, such as: attorney's fees, court costs, adverse judgments and similar

expenses; (iii) costs to the extent reimbursed by insurance; (iv) interest and principal on any mortgages of Landlord and rental under any ground or underlying lease; (v) wages, salaries, or other compensation paid to any executive employees above the grade of building manager or property manager, except to the extent such executive employees are performing building or property manager functions; (vi) any costs in connection with the sale or refinancing of the Property; (vii) capital expenditures which would constitute capital costs under generally accepted accounting principles including but not limited to: the cost of replacement of HVAC, mechanical, security, electrical, plumbing systems, or of any substantial component or part of such systems beyond the scope of routine maintenance and repair; resurfacing (as opposed to resealing) of the parking area or of the driveways on the Property or any other cost which is capital in nature; (viii) depreciation; (ix) bad debt loss, rent loss, or reserves for either of them; (x) taxes except real estate taxes and assessments imposed on the Leased Premises and Leased Property; (xi) financing costs, including points, commitment fees, broker's fees, legal fees, and mortgage interest and amortization payments; (xii) costs incurred in connection with any future development of the Building or Property; (xiii) costs, expenses or expenditures relating to the duties, liabilities or obligations of other tenants in the Building; (xiv) costs incurred by Landlord arising out of its failure to perform or breach of any of its covenants, agreements, representations, warranties, guarantees or indemnities made under this Lease; (xv) costs, fines or penalties incurred by Landlord due to violations of any applicable governmental law, requirement or order solely attributable to Landlord; (xvi) costs incurred in the removal, abatement or other treatment of asbestos or other hazardous substances present in the Leased Premises or the Leased Property; (xvii) costs of improving, altering, constructing or redecorating any interior space leased to tenants of the Property; (xviii) costs incurred by Landlord to remedy any defects in the design of materials used or building equipment, or to repair or replace the structural steel framing, roof, foundation and underground utility lines forming a part of or servicing the Building or the Premises; (xix) amounts paid as ground rental; (xx) expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation; and (xxi) reserves for future Common Area Charges.

Tenant acknowledges and agrees that Landlord may make repairs and perform other work before, during or after standard building hours and during Tenant's business operations, and that such work shall not be deemed a violation of Tenant's right to quiet enjoyment as set forth in this Lease, provided that Landlord shall use commercially reasonable efforts and coordination so as to minimize any disruption to Tenant's business thereby.

(iv) "Tenant's Building Expense Percentage" - shall be a fraction, the numerator of which shall be the number of square feet of gross leasable area within the Leased Premises, and the denominator of which shall be the gross leasable area of the Building.

(v) "Tenant's Proportionate Share of Operating Expenses" - shall be an amount equal to the product of Tenant's Building Expense Percentage times the Operating Expenses.

(vi) "Common Areas" - shall mean the areas of the Building and the Property designated by Landlord for use in common by tenants of the Building and their respective employees, agents, customers, invitees and others, and which shall include, to the extent existing, entrances and exits, hallways and stairwells, sidewalks, driveways, parking areas, landscaped areas, patios, smoking areas, and other areas as may be designated by Landlord as part of the Common Areas at any time or from time to time.

(d) All monthly installments of Fixed Rent and Additional Rent, if any, shall be paid by Tenant to Landlord in advance on or before the first day of each and every calendar month during the Term of this Lease. Fixed Rent and Additional Rent, if any, for any portion of a month shall be prorated on a per diem basis using the applicable monthly amount due divided by thirty (30) multiplied by the number of days for which such charges are payable. Tenant shall pay to Landlord such prorated charges (i) concurrently with the first (1st) monthly installment of Fixed Rent next due hereunder or (ii) upon

vacating the Leased Premises, as herein provided. Fixed Rent and Additional Rent payments shall be made by Tenant to Landlord by check payable to the order of Landlord and delivered either personally or by mail at the following address: P.O. Box 33879, North Royalton, Ohio 44133, Attention: Michael Wright, or any other place that Landlord may from time to time designate in accordance with the terms of the Lease.

5. Security Deposit.

Tenant, upon signing this Lease, will deposit with the Landlord the sum of Seven Thousand Five Hundred Eighty-Three and 33/100 Dollars (\$7,583.33) as a security deposit (the "Security Deposit"). The Security Deposit shall be held by Landlord, without liability for interest, as security for the timely performance by Tenant of all the terms, covenants, agreements and provisions of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. If any sum payable by Tenant to Landlord is unpaid, or if Landlord makes payments on behalf of Tenant, or performs any of Tenant's obligations under this Lease, in compliance with the terms hereof, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, apply the Security Deposit as may be necessary to compensate Landlord toward the payment of the sum payable by Tenant to Landlord or for loss or damage sustained by Landlord due to such breach on the part of Tenant. If any amount of the Security Deposit is applied by Landlord, Landlord shall furnish Tenant with a statement describing the amounts so applied, and Tenant shall, upon receipt thereof, restore the Security Deposit to the original sum deposited. If Tenant complies with all of the terms of this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days following the termination hereof, less any sums payable by Tenant to Landlord, unless specifically prohibited by law. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit and this provision shall also apply to any subsequent transferees.

6. Use Of Property.

During the Term of this Lease, Tenant may use the Leased Property for the operation of a community school and for any purpose necessary or incidental to the foregoing and for no other purpose or purposes without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant further covenants and agrees that the Property shall be used and occupied in a careful, safe and proper manner; that no nuisance, trade or occupation which is known in insurance as extra or especially hazardous shall be permitted therein unless Tenant pays any necessary insurance increases; and Tenant shall pay on demand for any damage to the Property suffered or directly caused by Tenant, its members, employees, agents, representatives, guests, invitees, customers and/or contractors.

7. Mechanics' And Other Liens.

(a) If, because of any act or omission of Tenant, any mechanic's or other lien, charge or order for the payment of money or any other encumbrance shall be filed against Landlord and/or any portion of the Leased Property or the Property (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at Tenant's sole cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice to Tenant of the filing thereof; and Tenant shall indemnify, defend and save harmless Landlord and/or the Leased Property and/or the Property from and

against any and all costs, liabilities, suits, penalties, claims, losses, damages, demands and expenses (including reasonable attorneys' fees and court costs) resulting from or in any way connected therewith. In the event Tenant fails to comply with the foregoing provisions of this Paragraph, in addition to any and all other remedy or remedies Landlord may have under this Lease or at law or in equity, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, by payment or otherwise, and Tenant agrees to reimburse Landlord on demand for all costs, expenses and other sums of money incurred by Landlord in connection therewith (as Additional Rent) together with interest at the highest rate permitted by law.

(b) Notwithstanding anything to the contrary contained in Ohio Revised Code Section 1311.10 or in this Lease, Tenant shall not be deemed to be a partner, joint venturer or agent of Landlord; and in no event shall any lien resulting from Tenant's improvements to the Leased Property encumber Landlord's underlying fee simple estate. Tenant agrees that Tenant shall not enter into any contract for improvements to the Leased Property unless the following language is included in such contract:

"Notwithstanding anything herein contained to the contrary, the contractor acknowledges that T2 Honors Academy holds only a leasehold interest in the property which is the subject of this contract. T2 Honors Academy is not the agent of the owner of the property, and no lien resulting from work performed under this contract shall attach to the interest of such owner."

Tenant shall not permit any work or improvements to the Leased Property to be commenced until such time as Tenant has provided Landlord with a fully executed copy of the construction contract evidencing the incorporation of the aforesaid language. In addition, prior to the commencement of any work or improvements to the Leased Property, Tenant shall post the following notice (the "Notice") in a conspicuous place on the Leased Property and shall assure that the Notice is maintained throughout the entire course of construction:

**NOTICE TO CONTRACTORS, SUBCONTRACTORS,
MATERIALMEN AND LABORERS**

Notice is hereby given that work on the premises located at 18450 South Miles Road, Warrensville Heights, Ohio 44128, is being performed for T2 Honors Academy. T2 Honors Academy is not the agent of the owner of this property, and any lien rights shall be limited to the leasehold estate of T2 Honors Academy and shall in no event attach to the interest of the owner.

If Tenant fails to perform Tenant's obligations under this Paragraph, then, in addition to any other right or remedy available to Landlord, Landlord may perform the same and the cost thereof to Landlord shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand.

(c) The obligations of Tenant pursuant to this Paragraph shall survive the termination or expiration of this Lease for a period of one (1) year.

8. INTENTIONALLY OMITTED.

9. Loss Or Damage To Property.

All property belonging to Tenant or others located in or outside of the Leased Property shall be there at the sole risk of Tenant or such others, and Landlord and Landlord's members, representatives, agents and employees shall not be liable for the theft, loss or misappropriation thereof, or for any damage or injury thereto, or for the death or injury of Tenant or any of Tenant's members, agents, employees, customers, invitees or contractors or any other person, or for damage to property caused by fire, casualty, water, rain, sprinklers, snow, frost, ice, steam, heat, cold, dampness, falling plaster, water coming in the roof, walls or foundations, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of any person, or caused in any manner whatsoever, nor shall Landlord be liable for any latent defects in the Leased Property, unless any of the above is caused by the negligence or misconduct of Landlord, or Landlord's employees, agents, and contractors. Tenant shall give immediate written notice to Landlord in case of fire or accident in, on or about the Property or any damage, death, injury or defect therein.

10. Maintenance And Alteration Of Property.

(a) (i) Tenant, at its sole cost and expense, shall perform all necessary and appropriate maintenance and make all necessary and appropriate interior and nonstructural repairs and replacements to the Leased Property, ordinary as well as extraordinary, including, without limitation, keeping and maintaining the interior portion of the Leased Property, the utility facilities and the heating, ventilating and air-conditioning equipment located within or exclusively serving the Leased Property, and any fixtures, facilities or equipment located within or upon the Leased Property in good condition and repair, replacing all broken and cracked glass with glass of the same size and quality as that broken and keeping the loading and unloading areas and landscaping and lawn areas of the Leased Property, the driveways serving the Leased Property, and the Parking Area in good, clean, safe, secure and sanitary condition and performing such further non-structural maintenance, repairs and replacements to the Leased Property as Landlord may from time to time reasonably request of Tenant. In addition, Tenant shall be solely responsible for all snow plowing for the Parking Area.

(ii) Subject to Section 10(a)(i) above, Landlord shall maintain and repair (and make any necessary replacements), at its sole cost and expense (subject to pro rata reimbursement (as applicable) from tenants and occupants of the Building pursuant to Section 4(c)(iii) herein), in safe, clean and neat condition and in compliance with all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, and shall make all necessary repairs and replacements to, the Building and Common Areas, including, without limitation, the roof, roof covering, concrete floor slab and foundation, exterior walls, load bearing walls, support beams and columns, gutters, water spouts, and Building systems, equipment and utility facilities used in common with Landlord or other tenants. Additionally, Landlord shall perform in a good and workmanlike manner all maintenance repairs and replacements to (i) assure watertightness of the Building, including the Leased Premises (including caulking of the flashings) and repairs to the roof, if required to assure watertightness; (ii) dividing walls of the Building between the various leased premises; (iii) the utility connections including but not limited to the following: the water and service lines, the sewer, gas, wiring and public utility connections, and all utility lines and ducts in or passing through the Leased Premises that service other tenants in the Building or that are located outside the Leased Premises but that serve the Leased Premises and all portions of the Building. Except as set forth herein.

(b) Tenant may, at its sole cost and expense, make certain interior, nonstructural alterations, additions, improvements, replacements and other changes in and to the Leased Premises which Tenant reasonably deems necessary or desirable for the purpose of the business of Tenant; provided, in each case,

that (i) the value of the Leased Premises and the Property shall not be materially diminished thereby; (ii) no such alterations, additions, improvements, replacements or other changes that require the issuance of a building permit shall be made by Tenant unless and until Landlord has received from Tenant and has approved in writing (A) plans and specifications therefor, (B) a list of all contractors, subcontractors and materialmen who will perform any such alterations, additions, improvements, replacements or other changes or supply materials in connection therewith, and (C) a construction schedule showing final dates for the completion of such alterations, additions, improvements, replacements or other changes and all stages thereof and for obtaining of all approvals, permits, certificates and other similar items that may be required in connection therewith by any public authority having jurisdiction over the Property or any part or parts thereof; (iii) Tenant, at Tenant's sole cost and expense, obtains all permits and other authorization as may be necessary to the completion of any work authorized to be done by Tenant hereunder; (iv) all such alterations, additions, improvements, replacements and other changes made by Tenant shall comply with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Property or any part or parts thereof; (v) Tenant complies with the terms and provisions of Paragraph 7 of this Lease; and (vi) Tenant shall indemnify, defend and hold Landlord harmless, to the extent the same is not caused by the negligence or misconduct of Landlord, from and against any and all claims, debts, demands, obligations, liens, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or in any way connected with any alterations, additions, improvements, replacements or other changes made by Tenant in and to the Leased Premises or any part or parts thereof. The obligations of Tenant pursuant to subparagraph 10(b)(vi) shall survive the termination or expiration of this Lease for a period of one (1) year.

(c) Upon the termination of this Lease, all alterations, additions, improvements, replacements and other changes made by Tenant shall thereafter be the property of Landlord unless otherwise provided for in Landlord's approval of the plans and specifications for such alterations, additions, improvements, replacements and other changes; provided, however, that Tenant may remove Tenant's equipment, furniture, trade fixtures, and other like property provided at Tenant's sole expense; provided, further, that Tenant shall repair or cause the repair of any damage to the Leased Premises and/or the Property caused by such removal.

11. Surrender Of Leased Property Upon Termination.

Tenant shall deliver up and surrender to Landlord possession of the Leased Property upon the expiration of this Lease or its earlier termination in substantially the same condition and repair as the same shall be at the commencement of the Term of this Lease, ordinary wear and tear consistent with Tenant's permitted use and insured casualty loss excepted. Prior to Tenant's vacating or delivering up the Leased Property to Landlord, Tenant shall, at Tenant's sole cost and expense, remove from the Leased Property and the Property all property which Tenant is permitted to remove under the terms of this Lease. In addition, Tenant shall, at Tenant's sole cost and expense, make any necessary repairs to the Parking Area to put such area in substantially the same condition and repair as the same shall be at the commencement of the Term of this Lease, provided Tenant shall not be responsible for any repaving of the Parking Area. Tenant shall repair any and all damage to the Leased Property and/or the Property caused by such removal. Any property not so removed shall be deemed abandoned by Tenant and may be retained by Landlord, or may, at Landlord's option, be removed by Landlord and the cost of such removal shall be reimbursed to Landlord by Tenant upon demand. If the Leased Property is not surrendered at the expiration of this Lease or its earlier termination, then Tenant shall indemnify Landlord against any losses, costs, expenses (including reasonable attorneys' fees and court costs) or liabilities resulting from or in any way connected with any delay by Tenant in so surrendering the Leased Property including, without limitation, any claims made by a succeeding tenant founded on such delay. The obligations of Tenant pursuant to this Paragraph shall survive the expiration or termination of this Lease for a period of one (1) year.

12. Utility And Janitor Service.

Tenant shall pay for all water, gas, telephone, sewer, steam, any sprinkler service, electric current, and all other utilities used, rendered or supplied upon or in connection with the Leased Premises, at the rates charged by the utility providing the same, as and when the charges for the same shall become due and payable, and will, at its own expense, furnish all fuel, janitorial, security, garbage and/or refuse, and other services required in connection with the use or operation of the Leased Premises. Tenant shall, at Landlord's election, pay such utility and service providers directly, or alternatively, reimburse Landlord for the cost thereof within thirty (30) days following receipt of Landlord's invoice therefor.

Landlord does not warrant that any of the above-mentioned utilities or any other service will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversies, accidents or other cause or causes. Any interruption of any utilities or any other services whatsoever shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Property or any part or parts thereof, or render Landlord liable to Tenant for any damages, or relieve Tenant from the performance of any of Tenant's obligations under this Lease. Notwithstanding the foregoing, in the event a disruption of utilities is caused by the negligence or misconduct of Landlord, or Landlord's employees, agents, or contractors, and such disruption prevents Tenant from occupying or utilizing the Leased Premises for Tenant's permitted uses for a period of three (3) or more days, Fixed Rent shall be equitably abated for a period of time commencing on the day on which the utility disruption first began, and ending on the day on which such disruption ceases.

13. Compliance With Laws, Ordinances, Rules And Regulations.

Tenant agrees that in the conduct of its business within, and use of, the Leased Property, Tenant will comply with all present and future laws, ordinances, rules and regulations of all public authorities having any jurisdiction over the Property or any part or parts thereof including, without limitation, all Environmental Laws (hereinafter defined). In addition, Tenant, at Tenant's sole cost and expense and subject to subparagraph 10(b) hereof, shall be responsible for complying with all the requirements of the Americans with Disabilities Act, as amended or supplemented at any time or from time to time. Tenant shall not cause or permit any Hazardous Materials (hereinafter defined) to be brought upon, kept or used in, on or about the Property, the Leased Property and/or surrounding areas by Tenant, Tenant's members, officers, agents, employees, representatives, guests, invitees, customers or contractors, without the prior written consent of Landlord; provided, however, that Tenant may use within the Leased Property a reasonable amount of Hazardous Materials necessary in connection with Tenant's permitted use, provided that such use shall be in strict compliance with all Environmental Laws and all other legal requirements. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Materials in, on or about the Property, the Leased Property and/or surrounding areas caused or permitted by Tenant (even if Landlord consents thereto) results in contamination of the Property, the Leased Property and/or surrounding areas, or if contamination of the Property, the Leased Property and/or surrounding areas by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Property and/or the Leased Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property and/or the Leased Property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of

site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or about the Property, the Leased Property and/or surrounding areas or in the soil or groundwater in, on or under the Property, the Leased Property and/or surrounding areas. Without limiting the foregoing, if the presence of any Hazardous Materials in, on or about the Property, the Leased Property and/or surrounding areas caused or permitted by Tenant results in any contamination of the Property, the Leased Property and/or surrounding areas, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property, the Leased Property and the surrounding areas to the condition existing prior to the introduction of any such Hazardous Materials to the Property, the Leased Property and/or surrounding areas; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property and/or the Leased Property. For purposes of this Lease, "Environmental Laws" shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public safety including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq., as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq., as amended) and any state and local counterparts of such statutes or regulations, and "Hazardous Materials" shall mean all those things defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any of the Environmental Laws. The obligations of Tenant pursuant to this Paragraph shall survive the termination or expiration of this Lease.

14. Insurance.

(a) At all times during the Term of the Lease, Landlord, at Landlord's sole cost and expense, shall obtain and keep in full force and effect:

(i) Commercial General Liability Insurance Policy (or an equivalent policy that becomes the industry standard in the future) insuring the Property, to afford protection to the limit for each occurrence of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage. All such policies and renewals shall name Landlord and any persons, firms or corporations designated by Landlord as additional insureds including, without limitation, any mortgagee(s) of Landlord; and

(ii) Special Form Cause of Loss Policy (or an equivalent policy that becomes the insurance industry standard in the future), covering the Property and all appurtenances, in amounts sufficient at all times to prevent Landlord from becoming a coinsurer under the terms of such policy or policies, with such endorsement as Landlord may at any time or from time to time request including, without limitation, an "agreed amount" endorsement, but in any event in an amount equal to not less than one hundred percent (100%) of the then full replacement cost thereof, exclusive of foundations, excavations and similar noninsurable items. All such policies and renewals shall be issued in the names of Landlord, any mortgagee(s) of Landlord as their respective interests may appear. The full replacement cost shall be reasonably determined from time to time by Landlord. All proceeds payable at any time and from time to time by any insurance company under such policy or policies shall be payable to Landlord or a designee selected by Landlord to receive such proceeds.

The insurance policies maintained by Landlord pursuant to this Section are individually and

collectively referred to herein as "Landlord's Insurance." In the event an increase in the cost of Landlord's Insurance occurs during the Term of this Lease which is directly attributable to Tenant's use of the Leased Property, Tenant shall be required to reimburse Landlord for the amount of such increase.

(b) At all times during the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall obtain and keep in full force and effect:

(i) Commercial General Liability Insurance Policy (or an equivalent policy that becomes the industry standard in the future) insuring the Leased Premises, the Parking Area and driveways on the Property serving the Leased Premises and the Parking Area and Tenant's use thereof, including insurance against the assumed or contractual liability of Tenant hereunder, to afford protection to the limit for each occurrence of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury, death and property damage. All such policies and renewals shall name Landlord and any persons, firms or corporations designated by Landlord as additional insureds including, without limitation, any mortgagee(s) of Landlord;

(ii) INTENTIONALLY OMITTED;

(iii) Special Form Cause of Loss Policy (or an equivalent policy that becomes the insurance industry standard in the future) written at one hundred percent (100%) of the then full replacement cost value, including coverage against sprinkler damage if the Leased Premises is sprinkled, vandalism and malicious mischief, covering all of Tenant's personal property (including, without limitation, inventory, trade fixtures, supplies, parts, equipment, wall and floor coverings, furniture, furnishings and all other property of Tenant), and all leasehold improvements installed in the Premises;

(iv) If and to the extent required by law, Workers' Compensation or similar insurance in a form and in amounts required by law;

(v) Such additional coverage and higher policy limits as Landlord's insurance carrier or any mortgagee(s) of Landlord may require; and

(vi) During any period of any construction in the Leased Premises and/or the Parking Area by or on behalf of Tenant, builders' risk insurance on a completed value, nonreporting basis for the total cost of such alterations or improvements.

(c) The company or companies writing insurance which Tenant is required to secure and maintain or cause to be secured and maintained pursuant hereto, as well as the form of such insurance, shall at all times be subject to Landlord's reasonable approval. Each policy evidencing such insurance shall name Landlord and each designee of Landlord as additional insureds, as appropriate, and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days' written notice to Landlord and Landlord's designees or mortgagee(s), if any. Each such policy or a certificate thereof shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same, but not later than Tenant or Tenant's members, partners, employees, agents, representatives, guests, invitees, customers or contractors enter into use or occupancy of the Property. Prior to the expiration or termination of any such policy, Tenant shall deliver to Landlord a new or renewal policy (or a certificate thereof). If Tenant shall fail to perform any of Tenant's obligations under the insurance provisions of this Lease, then, in addition to any other right or remedy available to Landlord, Landlord may perform the same and the cost thereof to Landlord shall be deemed additional rent and shall be payable by Tenant to Landlord upon demand.

15. Waiver Of Subrogation.

All insurance policies required to be carried hereunder, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective members, managers, partners, officers, directors, employees, agents and representatives, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Property originating from any cause whatsoever including the negligence of either party or their respective members, managers, partners, officers, directors, employees, agents and representatives to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by either Landlord or Tenant pursuant to this Lease. Notwithstanding the above, Landlord and Tenant agree and acknowledge that the waiver of subrogation herein contained shall expressly extend to and include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost.

16. Damage Or Destruction.

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees to restore and repair same with commercially reasonable speed and diligence; provided, however, Landlord's obligation hereunder shall not include restoration or repair of Tenant's leasehold improvements, fixtures, facilities, equipment or personal property, which shall be restored and repaired by Tenant at its sole cost and expense. Fixed Rent and Additional Rent, if any, shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, (a) if the Leased Premises are destroyed to the extent of twenty-five percent (25%) or more during the last two (2) years of the Term or the Leased Premises are destroyed at any time during the Term to the extent that restoration or repair thereof cannot reasonably be completed within nine (9) months following the date of such casualty, (b) if the Building is destroyed to the extent of fifty percent (50%) or more; or (c) if the Building or the Leased Premises is destroyed by a casualty which is not covered by the insurance required hereunder (excluding deductible amounts) or, if covered, if such insurance proceeds are not released by any mortgagee entitled thereto, then, in any such event, Landlord may, upon written notice to Tenant given within ninety (90) days following the casualty date, terminate this Lease.

17. Indemnity.

Except to the extent waived pursuant to Section 15 herein, Tenant covenants and agrees that Tenant will at all times protect, indemnify, defend and hold Landlord and Landlord's members, managers, partners, officers, directors, employees, agents and representatives harmless from and against any and all penalties, claims, losses, liabilities, damages, charges, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) imposed or resulting from any violation of any laws, ordinances, orders, rules or regulations of any public authority having jurisdiction over the Property or any part or parts thereof (including, without limitation, any of the Environmental Laws), and that Tenant will at all times protect, indemnify, defend and hold Landlord and Landlord's members, managers, partners, officers, directors, employees, agents and representatives harmless from and against any and all penalties, claims, losses, liabilities, damages, charges, costs and/or expenses (including, without limitation,

reasonable attorneys' fees and court costs) arising out of or resulting from or in any way or manner connected with (a) any failure of Tenant in any respect to comply with or perform all the requirements and provisions of this Lease; and/or (b) Tenant's use and/or occupancy of the Leased Property; excluding, however, any loss, cost, expense or liability arising from any accident, injury or damage caused by the negligence of or misconduct of Landlord, or Landlord's agents, employees or contractors. The obligations of Tenant pursuant to this Paragraph shall survive the termination or expiration of this Lease.

Except to the extent waived pursuant to Section 15 herein, Landlord covenants and agrees that Landlord will at all times protect, indemnify, defend and hold Tenant and Tenant's members, managers, partners, officers, directors, employees, agents and representatives harmless from and against any and all penalties, claims, losses, liabilities, damages, charges, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or resulting from or in any way or manner connected with (a) any failure of Landlord in any respect to comply with or perform all the requirements and provisions of this Lease; and/or (b) any negligence or misconduct of Landlord, Landlord's agents, contractors or employees; excluding, however, any loss, cost, expense or liability arising from any accident, injury or damage caused by the negligence of or misconduct of Tenant, or Tenant's agents, employees or contractors. The obligations of Landlord pursuant to this Paragraph shall survive the termination or expiration of this Lease.

18. Delivery Of Property.

If Landlord shall be unable to deliver possession of all or any part of the Leased Property on the Commencement Date for any reason, then the rent due and payable under the terms of this Lease shall abate until possession of the Leased Premises and the Parking Area is delivered or is available and Tenant agrees to accept such allowance and abatement of rent as liquidated damages in full satisfaction for the failure of Landlord to deliver possession of all or any part of the Leased Premises and/or the Parking Area on the Commencement Date. No such failure to give possession on the Commencement Date shall, in any event, extend or be deemed to extend, the Term of this Lease. In the event that Tenant shall occupy the Leased Premises and/or the Parking Area or any portion thereof prior to the Commencement Date with Landlord's consent, all the provisions of this Lease shall be in full force and effect as soon as Tenant occupies the Property and rent shall be charged on a per diem basis at the rates specified in Paragraph 4 hereof for the period prior to the Commencement Date.

19. Eminent Domain.

(a) If the Leased Property or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then the entire compensation awarded therefor, both leasehold and reversion, shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest to any such award. Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be separately stated and specifically allowed for moving expenses and for trade fixtures installed by it, but only if such award shall be specifically in addition to the award for the Property (or portion thereof) and improvements.

(b) If the entire Property shall be taken as aforesaid, then this Lease shall terminate and shall become null and void from the time possession thereof is required for public use and, from that date on, the parties hereto shall be released from further obligation hereunder; but in the event a portion only of the Property shall be so taken or condemned, then Landlord, at Landlord's own expense, shall repair and restore, to the extent reasonably practical, the portion not affected by the taking and thereafter Fixed Rent

and Additional Rent, if any, to be paid by Tenant shall be equitably adjusted; provided, however, that in no event shall Landlord be required to spend, for such repair or restoration, an amount in excess of the amount received by Landlord as damages for such taking.

(c) Any such appropriation or condemnation proceedings shall not operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant for quiet enjoyment.

20. Assignment And Subletting.

Tenant may not assign, encumber or sublet this Lease or Tenant's right hereunder without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. The transfer of a controlling interest in Tenant (including, without limitation, by transfer of shares of stock or membership or partnership interests in Tenant) shall be deemed an assignment of this Lease requiring Landlord's prior written consent. In the event of such assignment, encumbrance or subletting, and unless otherwise agreed by Landlord in its sole discretion, Tenant shall remain liable for the payment of all rent (including, without limitation, Fixed Rent and Additional Rent, if any) and other charges or amounts required to be paid hereunder and for the performance of all terms, covenants and conditions undertaken by Tenant herein.

21. Default By Tenant.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law. Tenant covenants and agrees that if: (a) Tenant shall fail, neglect or refuse to pay any installment of rent (including, without limitation, any installment of Fixed Rent or Additional Rent, if any) at the time and in the amount as herein provided, or Tenant shall fail, neglect or refuse to pay any other monies or charges agreed by Tenant to be paid promptly when and as the same shall become due and payable under the terms hereof, and if any such default should continue for a period of more than five (5) days after Landlord notifies Tenant of such default; or (b) any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and the same shall not be dismissed or discharged within ninety (90) days thereafter; or (c) Tenant makes any assignment of its property for the benefit of creditors or should the Leased Premises be taken under a levy of execution or attachment in any action against Tenant and such levy, attachment or assignment is not dismissed or discharged within ninety (90) days; or (d) Tenant shall abandon or vacate the Leased Property or Tenant shall fail, neglect or refuse to keep and perform any of the nonmonetary covenants, conditions, stipulations or agreements herein contained, covenanted and agreed to be kept and performed by Tenant, and in the event any such default shall continue for a period of more than thirty (30) days after notice thereof given in writing to Tenant by Landlord, or in the event such default is not capable of cure within such thirty (30) day period, then in such longer time as may reasonably be required, provided that Tenant promptly commences and diligently pursues such cure; then and in any such event, in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity:

(i) Tenant does hereby authorize and fully empower Landlord or Landlord's agent to cancel or annul this Lease at once and to reenter and take possession of the Leased Property immediately (but without breach of the peace and otherwise in accord with Ohio law), and to remove all persons and their property therefrom, and to use such lawful force and assists in effecting and perfecting such removal of Tenant as may be necessary and advisable to recover at once first and exclusive possession of the Leased Property whether in the possession of Tenant or of third persons or otherwise, without being deemed guilty in any manner of trespass and without prejudice to any remedies which

might otherwise be used by Landlord, in which event this Lease shall terminate and Tenant shall indemnify, defend and hold harmless Landlord against all loss of rent (including, without limitation, all Fixed Rent and Additional Rent, if any) and other costs and expenses (including reasonable attorneys' fees and court costs) which Landlord may incur by reason of such termination during the residue of the Term of this Lease.

(ii) Landlord may at any time after such default or violation of condition or covenant, reenter and take possession of the Leased Property without such reentry working a termination of this Lease and the covenants, agreements and conditions to be kept and performed by Tenant for the full Term of this Lease. In such event, Landlord shall have the right, but not the obligation, to divide or subdivide the Leased Property in any manner Landlord may determine and to Lease or sublet the same or portions thereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such subletting first to the payment of Landlord's costs and expenses (including reasonable attorneys' fees and court costs) incurred in dispossessing Tenant and resubletting the Leased Property and the cost and expense of making such improvements in the Leased Property as may be necessary or appropriate in order to enable Landlord to resublet the same, and to the payment of any brokerage commissions or other necessary or appropriate costs or expenses of Landlord in connection with such resubletting. The balance, if any, shall be applied by Landlord from time to time on account of the amounts due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time, without being obligated to await the end of the Term of this Lease for the final determination of Tenant's account. Any balance remaining, however, after full payment and liquidation of Landlord's account as aforesaid shall be paid to Tenant with the right reserved to Landlord at any time to give notice in writing to Tenant of Landlord's election to cancel and terminate this Lease and the giving of such notice, and the simultaneous payment by Landlord to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant, shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other.

Notwithstanding anything herein stated to the contrary, if Tenant defaults in the payment of any monetary obligation of Tenant more than two (2) times in any twelve (12) month period, irrespective of whether or not such prior defaults were remedied by Tenant or waived by Landlord, then such new default shall be deemed, at the option of Landlord, "noncurable," in which event Tenant shall have no right to cure same and Landlord may exercise any rights available to Landlord hereunder, at law or in equity. No failure of Landlord to enforce rights or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

Landlord shall, at all times subsequent to any default by Tenant under this Lease, use commercially reasonable efforts to mitigate its damages.

22. Default by Landlord.

The occurrence of the following constitutes a "Landlord Event of Default" under this Lease: failure by Landlord to observe or perform any covenant, agreement, condition or provision of this Lease, if such failure continues for thirty (30) days after receipt of written notice from Tenant to Landlord, except that if such failure cannot be cured within such thirty (30) day period, this period will be extended, provided that Landlord commences to cure such failure within such thirty (30) day period and proceeds diligently thereafter to seek to effect such cure, provided that in a situation requiring immediate response, Tenant need only give Landlord

such notice as is reasonable under the circumstances.

In the event that Landlord fails to cure a Landlord Event of Default pursuant to this Section, then Tenant will have the right, but not the obligation, to: (i) cure any Landlord Event of Default of Landlord upon providing Landlord with ten (10) days written notice of Tenant's election to perform the same and in the event Tenant spends any money to cure a Landlord Event of Default, then Tenant will have the right to set off against Fixed Rent the amount required to cure such Landlord Event of Default; or (ii) seek any other right or remedy available at law or in equity.

23. Late Charges.

Any payments due from Tenant to Landlord hereunder including, without limitation, payments for rent, shall bear interest from the date such payment is due to the date of actual payment at the Prime Rate as listed in the Eastern print edition of the Wall Street Journal, plus four percent (4%), or the highest rate permitted by law, if lesser. In addition, Tenant shall, within five (5) days of Tenant's receipt of written notice from Landlord stating the amount thereof, reimburse Landlord for any and all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Landlord in connection with or as a result of Tenant's failure to make a payment to Landlord on the date such payment is due. Notwithstanding any other provision in this Paragraph to the contrary, any nonpayment by Tenant as required hereunder shall constitute a default of this Lease.

24. Inspection By Landlord.

Landlord or any duly authorized agent or representative of Landlord shall have access to the Leased Property and each and every part thereof at any and all reasonable times upon twenty-four (24) hours' notice to Tenant to inspect the same for any purpose including, without limitation, the determination of the condition of the Leased Property or any part or parts thereof, the progress of any work undertaken by Tenant and, generally, Tenant's performance of and compliance with the terms and provisions of this Lease. Landlord shall have the right to immediately enter upon the Leased Property to remedy said noncompliance at Tenant's expense. Landlord shall use Landlord's best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby. Landlord shall have the further right to show the Leased Property to prospective tenants and Tenants and to prospective purchasers, upon twenty-four (24) hours' notice to Tenant, at any time during the Term of this Lease.

25. Holdover.

If Tenant shall remain in possession of all or any part of the Leased Property and/or the Parking Area after the termination of this Lease without the written consent of Landlord, then Tenant shall be deemed a Tenant of the Leased Premises and the Parking Area from month-to-month at one hundred fifty percent (150%) of the most recent rent payable by Tenant hereunder and subject to all of the terms and provisions hereof, except only as to the Term of this Lease.

26. Subordination.

This Lease is made subject to zoning, building and other governmental ordinances and resolutions, existing mortgages and any amendments thereto and to other restrictions, covenants, conditions, limitations, easements, encumbrances, reservations and rights-of-way, which may now affect the Property. This Lease, and Tenant's rights hereunder shall be subject and subordinate to the lien of any mortgages, ground leases or deeds of trust or other similar instrument that may now exist or may hereafter

be placed upon the Property and all renewals, replacements, and extensions thereof without further notice or action on the part of Landlord or Tenant; provided that Landlord agrees to use commercially reasonable efforts, at no cost or expense to Landlord, to obtain an agreement whereby the holder of any such mortgage, ground lease or deed of trust shall agree that Tenant's rights under this Lease and possession of the Leased Property shall not be disturbed unless and until Tenant shall be in default hereunder. Tenant shall execute and deliver to Landlord within ten (10) days from receipt of Landlord's request such instruments (including but not limited to a Memorandum of Lease and/or a Subordination, Non-Disturbance and Attornment Agreement in recordable form reasonably acceptable to Tenant) which may be required by Landlord's mortgagee or trustee to evidence such subordination.

27. Quiet Enjoyment.

Subject to the other terms and provisions of this Lease, Landlord covenants and agrees that, subject and subordinate to any mortgages, ground leases or deeds of trust or similar instruments, Tenant, upon paying the rent and all other charges herein provided for, and observing and keeping all other covenants, agreements and conditions of this Lease on Tenant's part to be kept, shall peacefully and quietly hold, occupy and enjoy the Leased Property during the Term of this Lease without hindrance or molestation from any person lawfully claiming by, through or under Landlord.

28. Estoppel Instruments.

Tenant agrees to furnish Landlord, within ten (10) days following demand, instruments of estoppel in recordable form relating to the current condition of lease payments, and other evidence or information which a purchaser or mortgagee may reasonably require including, without limitation, financial statements of Tenant.

29. Remedies Cumulative.

Except as otherwise specifically provided, no remedy or election given by any provision in this Lease shall be deemed exclusive, but each shall wherever possible be cumulative with all other remedies in law or equity.

30. Waiver.

A waiver by Landlord of any default or breach by Tenant of any covenant or covenants of this Lease shall be limited to the particular instance and shall not operate as or be a waiver of any future defaults or breaches of such covenant or covenants. Neither the receipt by Landlord of rent with knowledge of any default by Tenant, nor any other action of Landlord, except a waiver expressed in writing signed by Landlord, shall be deemed a waiver of such default, nor shall the acceptance by Landlord of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from Tenant's obligations to pay the rental herein provided, but the acceptance of any lesser sum than the rent herein stipulated shall be an acceptance of the amount paid to apply on account of the rent due.

31. Notices.

All notices and formal requests or demands required or appropriate hereunder shall be personally delivered or sent by registered or certified mail and shall be deemed to have been served or given when

personally delivered or enclosed in a properly sealed and addressed envelope, and deposited postage prepaid in a post office, branch post office, or post office box regularly maintained by the United States Government. Notices to Landlord may be addressed to Landlord as follows:

P.O. Box 33879
North Royalton, Ohio 44133
Attention: Michael Wright

or to such other person and place as Landlord may hereafter designate in writing, and notices to Tenant may be addressed to Tenant as follows:

6811 Mayfield Road, #1476
Mayfield Heights, Ohio 44124
Attention: Dr. India R. Ford

or to such other person or place as Tenant may hereafter designate in writing.

32. Provisions Binding.

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns, respectively, of Landlord and Tenant. Each person and entity signing on behalf of Tenant individually warrants his and its authority so to do and individually warrants that all necessary actions have been taken to authorize the execution of this Lease by Tenant. Each term and provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may have given written consent to a particular assignment as required by this Lease.

33. Memorandum Of Lease—Recording.

This Lease shall not be recorded. The parties will, at any time, at the request of either one, promptly execute an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Leased Property and the Term of this Lease.

34. Paragraph Headings.

The paragraph headings inserted in this Lease are for convenience only and are not intended to and shall not be considered to limit, enlarge or affect the scope or intent of this Lease or the meaning of any provision hereof.

35. Signs.

Tenant shall not place any signs on the Leased Property and/or the Property without the prior written consent of Landlord. All signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses shall be obtained by Tenant, at Tenant's sole cost and expense. Tenant shall maintain all signs in good condition and repair at all times and shall save Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. The obligations of Tenant pursuant to this Paragraph shall survive the termination or expiration of this Lease for a period of one (1) year.

36. Limitation Of Liability.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Property and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Property, subject, nevertheless, to the rights of Landlord's mortgagee or mortgagees, and neither Landlord nor any of Landlord's members, managers, administrators, legal representatives, employees, agents, representatives, successors or assigns shall be liable for any deficiency.

37. INTENTIONALLY OMITTED.

38. Term "Landlord."

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the tenant at the time being of Landlord's interest in the Property. If Landlord's interest in the Property is sold or transferred, then the selling Landlord shall be automatically and entirely released of all covenants and obligations under this Lease to be performed from and after the date of such conveyance or transfer of the Property; it being hereby agreed that the covenants and obligations contained in this Lease shall be binding upon Landlord, Landlord's successors and assigns, only during their respective successive periods of ownership.

39. Definition Of Terms.

As used in this Lease and when required by the context, each number (singular or plural) shall include all numbers, and each gender shall include all genders; and unless the context otherwise requires, the word "person" shall include individuals, corporations, firms, associations, partnerships and any other type of entity.

40. Invalidity Of Particular Provisions.

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

41. Relationship Of Parties.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent and other charges nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

42. Complete Agreement.

This writing, the Exhibits hereto and the documents referred to herein, contain the entire agreement between the parties hereto, and no agent or representative of Landlord has authority to make or has made any statement, agreement or representation, oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto. All questions with respect to the construction of this Lease and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Ohio. No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any of the terms or provisions of this Lease due to the fact that this Lease was prepared by or on behalf of one of the parties hereto.

43. Force Majeure. In the event that either party hereto shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of act of God, strikes, lockouts, inability to procure materials, failure of power, restrictive governmental laws, regulations or governmental delays, riots, war, insurrection, inclement weather, and any public health emergency declared by any governmental authority by reason of risks to public health, including, without limitation, a viral or bacterial epidemic, pandemic or other rampant proliferation of community spread illness or disease, or any other reason of a like nature not the fault of the party delayed in performing such act ("Force Majeure") then performance of such act shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay.

[signature page follows]

IN WITNESS WHEREOF, this Lease has been duly executed by Landlord and Tenant effective as of the day and year first above written.

LANDLORD:

WRIGHT EQUITY PARTNERS, LLC,
an Ohio limited liability company

By: 

Michael Wright, Member

TENANT:

T2 HONORS ACADEMY
An Ohio corporation for non-profit

By: 

India R. Ford, CEO

STATE OF OHIO)
)
COUNTY OF _____)

BEFORE ME, a Notary in and said County and State, personally appeared Michael Wright, Member of WRIGHT EQUITY PARTNERS, LLC, an Ohio limited liability company, who acknowledged before me that he did sign the foregoing instrument, being duly authorized, and that the same is his free act and deed individually and as such Member and the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____
Ohio, this _____ day of _____ 2024

Notary Public

STATE OF OHIO)
)
COUNTY OF Medina)

BEFORE ME, a Notary in and said County and State, personally appeared India R. Ford, Chief Executive Officer of T2 HONORS ACADEMY, an Ohio corporation for non-profit, who acknowledged before me that she did sign the foregoing instrument, being duly authorized, and that the same is her free act and deed individually and as such Chief Executive Officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Brunswick
Ohio, this 24 day of May, 2024

[Handwritten Signature]
Notary Public
ack agmt. of lease



HEIDI M. MACKEY
Notary Public, State of Ohio
My Commission Expires
April 22, 2028
COMMISSION: 2024-RE-876872

STATE OF OHIO)
)
COUNTY OF Cuyahoga

BEFORE ME, a Notary in and said County and State, personally appeared Michael Wright, Member of WRIGHT EQUITY PARTNERS, LLC, an Ohio limited liability company, who acknowledged before me that he did sign the foregoing instrument, being duly authorized, and that the same is his free act and deed individually and as such Member and the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Royalton
Ohio, this 13 day of June, 2024


Notary Public



AMANDA R KUNZI
Notary Public
State of Ohio
My Comm. Expires
April 24, 2029

STATE OF OHIO)
)
COUNTY OF _____

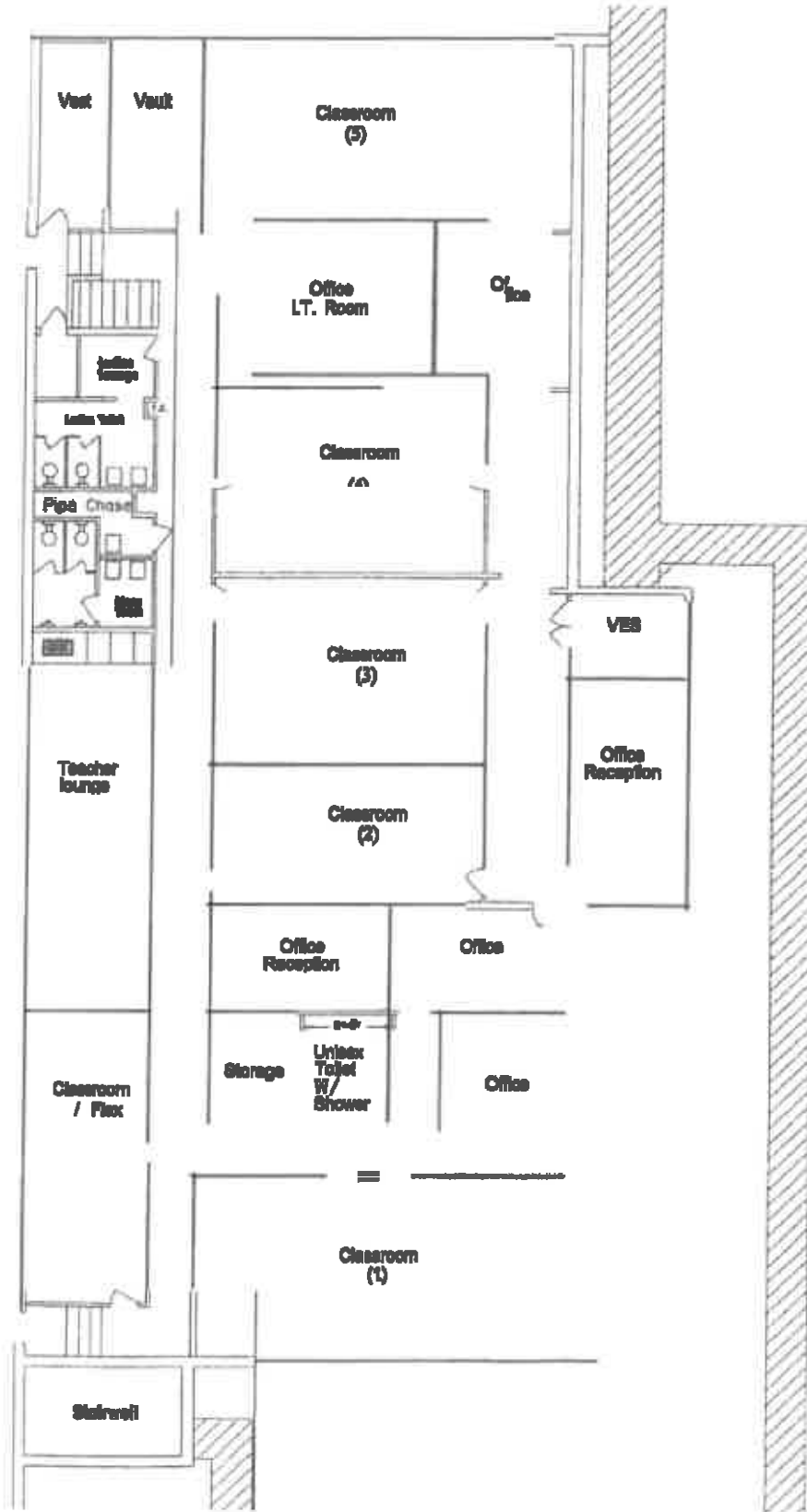
BEFORE ME, a Notary in and said County and State, personally appeared India R. Ford, Chief Executive Officer of T2 HONORS ACADEMY, an Ohio corporation for non-profit, who acknowledged before me that she did sign the foregoing instrument, being duly authorized, and that the same is her free act and deed individually and as such Chief Executive Officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____
Ohio, this _____ day of _____, 2024

Notary Public

EXHIBIT A

Lower Primes



24 Δ

EXHIBIT A
Leased Premises

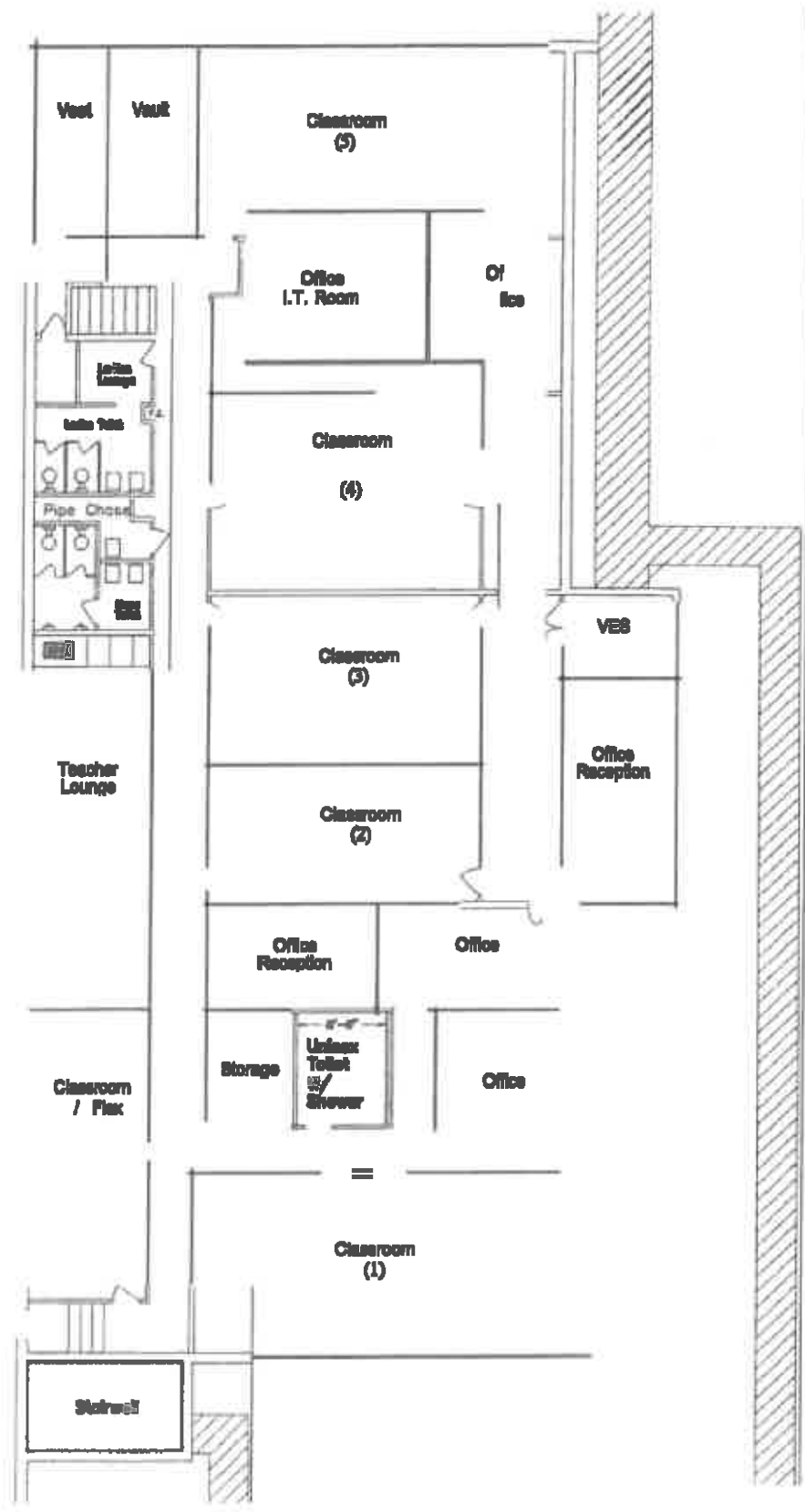


EXHIBIT C

Legal Description

PPN's: 762-16-008

Situated in the City of Warrensville Heights, County of Cuyahoga and State of Ohio and known as being Parcel "A" in the Plat of Lot Split and Consolidation of part of Original Warrensville Township Lot No. 93 as shown by the recorded plat in Volume 337 of Maps, Page 97 of Cuyahoga County Records, as appears by said plat.