

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at: 3385 South Boulevard, Columbus, Ohio 43204 (“**School**”) in Franklin County, Ohio; and

WHEREAS, the **School** is located in the Columbus City School District; and

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

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

## ARTICLE I

### Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and charter for services necessary for the operation of the School. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.
- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School’s** status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.
- 1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as Attachment 1.3 are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in

writing to the **Sponsor** within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.

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

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

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
  - (i) Conduct site visits to the **School** as necessary, but at least twice annually while classes are in session; and
  - (ii) Report on an annual basis the results of the site visits to the Ohio Department of Education and to the parents of students enrolled in the community school; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in Attachment 6.4 on at least an annual basis;
  - (i) The **Sponsor** recommends that all **Schools** complete the Ohio Improvement Process or equivalent.
  - (ii) If a **School** serving grades K-3 does not maintain a B in performance indicators and K-3 literacy the **School** shall complete the Ohio Improvement Process or equivalent; and
  - (iii) If a **School** serving grades 4-8 does not maintain a B in value added and performance index, it shall complete the Ohio Improvement Process or equivalent; and
  - (iv) If a **School** serving grades 10-12 does not maintain a B in performance index and annual measurable objectives, it shall complete the Ohio Improvement Process or equivalent; and
  - (v) If a **School** qualifies as a drop-out recovery school under R.C. 3314.35, it shall annually complete the Ohio Improvement Process or equivalent.

- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7 below*); and
- (d) Declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. The **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law, if the conditions are not remedied to the satisfaction of the **Sponsor**. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.
- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
  - (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
  - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and
- (f) Provide in writing the annual assurances for the **School** no later than ten (10) business days prior to the opening of the **School**, as required in R.C. Section 3314.19; and
- (g) Abiding by the requirements in its contract with the Ohio Department of Education, even should those requirements affect the **School** and/or the **School Governing Authority**.

## ARTICLE II

### School Governing Authority

- 2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors “Directors” or “Board”) must contain at least five (5) Directors, who are not owners or employees, or relatives of owners or employees, of any employee of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Attached as **Attachment 2.1** is a **School Governing Authority** roster including names, home and/or work addresses (not the address of the **School**), a valid telephone number where the member can be reached, and electronic mail addresses of the current members of the **School Governing Authority**. Current resumes for each **School Governing Authority** member will be provided to the **Sponsor** within thirty (30) days of the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing (members, Directors or trustees of the Board) including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within three (3) business days of such change.

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

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

the **Sponsor** or the **School Governing Authority**'s legal counsel within thirty (30) days of being approved as an official voting member of the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

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

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

Written notice of any of the above must be submitted to the **Sponsor** no later than three (3) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

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

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

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

- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to [financials@charterschoolspec.com](mailto:financials@charterschoolspec.com) no later than the 15<sup>th</sup> of every month for the previous months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
- (i) Cash Fund Report – a listing of all funds used showing the month’s and year’s activity and balances; and
  - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
  - (iii) Check Register – a listing of all checks for the month; and
  - (iv) Cash Reconciliation – a book to bank reconciliation of all cash accounts; and
  - (v) Outstanding Purchase Order Detail – a listing of all Purchase Orders created but unpaid (unless the **School Governing Authority** uses an educational management company); and
  - (vi) Enrollment Records – in the form of monthly FTEs.

Treasurers and the **School Governing Authority** will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. If the **Sponsor** does not receive the correct data within a reasonable amount of time under the circumstances, the **School Governing Authority** may be placed on probation under section 11.8 of this Charter until all required information is received; and

- (c) Signed documentation granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this charter.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.

- (e) Sponsor representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions.
- (f) The **School Governing Authority** shall have a post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

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

### **ARTICLE III**

#### **Operations**

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

3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any charter for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed charter must be attached as **Attachment 3.2.** If the **School Governing Authority** desires to enter into a charter with a management company after execution of this Charter or change management companies during the term of this Charter, the **School Governing Authority** shall submit information pertaining to the management company to the **Sponsor** for approval prior to executing any contract with the new management company. The **Sponsor** shall evaluate the management company and shall provide the **School Governing Authority** with a written response indicating approval or non-approval of the management company within a reasonable amount of time. If the management company is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within three (3) business days of execution. This contract shall be incorporated as **Attachment 3.2.**

If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the

**School**, acceptable to the Auditor of the State of Ohio. This information shall be included in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

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

- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School** and the **School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in **Attachment 3.4.**
- 3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30<sup>th</sup> of each school year, unless the mission of the **School** is solely to serve dropouts. Pursuant to division (D) of section 3314.02 of the Revised Code, if the **School** fails to open by the thirtieth (30<sup>th</sup>) day of September, in its initial year of operation, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts, the charter shall be void.
- 3.6 **Safety Plan.** Under R.C. 3313.536, the **School Governing Authority or designee** shall submit to the department of education, in accordance with rules adopted by the state board of education, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority** or designee shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.
- 3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 3.7.** Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** within the first two (2) months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the **School** in order to attempt to be reflective of the community it serves.

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

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

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

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery may be conducted by the **Sponsor**.

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

- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on their local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance.
- 3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.
- 3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).
- 3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student.
- 3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services.
- 3.12 **Students with Disabilities.** The **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in **Attachment 3.12.**
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated, or replace the entire **School Governing Authority** or any member of the **School Governing Authority**, should the **School**

**Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.

3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).

3.15 **Residency Policy.** The **School Governing Authority** must adopt a Residency Policy. The following documents may serve as evidence of a student’s primary residence:

(a) A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page, or current property tax bill; or

(b) A utility bill or receipt of utility installation issued within ninety (90) days of the student’s enrollment; or

(c) A paycheck or paystub issued to the parent or student within ninety (90) days of the student’s enrollment that includes the address of the parent’s or student’s primary residence; or

(d) The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or

(e) Any other official document issued to the parent or student that includes the address of the parent’s or student’s primary residence.

## **ARTICLE IV**

### **Compliance With Laws**

4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.539 (Concussions and school

athletics), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.716 (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), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.08 (Annual enrollment reports), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3319.073 (In-service training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), except that the School may engage non-certificated persons to teach up to twelve (12) hours per week pursuant to section 3319.301, 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3327.10 (Qualifications of drivers), 3333.31 (Rules for determining student residency), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead

Abatement), 4112 (Civil Rights Commission), 4123 (Workers' Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

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

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

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

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

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

## **ARTICLE V**

### **Facilities**

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at 3385 South Boulevard, Columbus, Ohio 43204. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within three (3) business days of its execution and shall be incorporated into this charter as **Attachment 5.1**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing. The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and approved by the **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.
- 5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.
- 5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities

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

- 5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

## **ARTICLE VI**

### **Educational Program**

- 6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of one hundred (100) students; and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades Kindergarten through Eighth Grade and ages five to 15. The **School Governing Authority** has adopted a local Early Entrance policy and intends to evaluate and admit students early into KG and first grade who will turn five or six after September 30 but before January 1 who meet the criteria outlined in the policy.

The **School** shall provide an education plan as detailed in **Attachment 6.3** for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

- 6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law or this Charter, whichever is greater. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.
- 6.3 **Curriculum.** For purposes of this Charter, in **Attachment 6.3**, the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into **Attachment 6.3**. Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned with the Ohio's New Learning Standards including English, Language

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

- 6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar and bell schedule each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** may not change the school calendar or bell schedule without prior approval from the **Sponsor** and the Ohio Department of Education and after consulting with each local traditional school district that transports students to the **School**. Any changes made without this approval may result in a corrective action plan.
- 6.3.2 The **School** shall develop a general plan of intervention for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.
- 6.4 **Accountability Standards.** The **School's** academic and non-academic goals are attached as **Attachment 6.4**. The **School** shall also be evaluated based upon state standards. State standards shall be met by the **School** and may be changed from time to time by the Ohio Department of Education.
- 6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments, which shall include the Ohio system of assessments that measure mastery of the course content for the appropriate grade level according to R.C. 3301.0710 and R.C. 3301.0712, which may include nationally normed standardized tests, college readiness exams, work readiness exams, ACT work keys, industry certification examinations, end-of-course examinations developed or selected by the **School Governing Authority**, or assessments on the list developed by the Ohio Department of Education and any other standards and/or assessments required by law or recommended by the **Sponsor**, must be timely and properly administered, met and completed and listed in **Attachment 6.5**. Additionally, a nationally normed assessment must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the aggregate results of each administration being provided to the **Sponsor**. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, of all students, in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified in **Attachment 6.5**. The school must submit to the **Sponsor**, in a Sponsor approved format and not later than

June 30<sup>th</sup> of each academic year, an analysis of the two (2) nationally normed assessment administrations that demonstrate growth of students in reading and mathematics.

6.5.1 Results from all nationally normed tests administered by the **School** must be submitted in the form of a results page from the testing company that demonstrates learning gain growth in all students tested to the **Sponsor** by the **School** within ten (10) days of the **School** receiving the results of the tests administered and/or no later than June 30<sup>th</sup> of each school year.

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

The **School** will comply with R.C. sections 3313.61, 3313.611, and 3313.614, except that for students who enter the ninth grade for the first time before July 1, 2010, the requirement in R.C. sections 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the governing authority of the community school rather than the curriculum specified in Title XXXIII of the ORC or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. section 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio Core curriculum prescribed in division (C) of R.C. section 3313.603, unless the person qualifies under division (D) or (F) of that section. Each **School** shall comply with the plan for awarding high school credit based on demonstration of subject competency, adopted by the State Board of Education under division (J) of R.C. section 3313.603.

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

## **ARTICLE VII**

## Reporting

- 7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school improvement status of the most current school year as issued by ODE and statement from the **Sponsor**, its activities and standards.
- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as the **Sponsor** deems advisable or necessary.

## ARTICLE VIII

### Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by the No Child Left Behind Act. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title 1 or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25 based on the State Operating Standard 3301.35.05(A)(3). The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. All teachers and para-professionals shall meet the "highly qualified" standards as applicable and as set out in the law known as "No Child Left Behind" and per the Ohio Department of Education. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all School staff that aligns to the organizational chart included as **Attachment 8.1.**

- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter. Prior to opening day, the **School** will provide the **Sponsor** with: 1) proof of Ohio licensure/certification in represented field, 2) sufficient number to support the stated student ratio, and 3) credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator.
- 8.1.2 Each classroom teacher initially hired by the **School** on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
- 8.1.3 Beginning with the 2015-2016 school year, if the **School** is ranked in the lowest ten percent (10%) of all public school buildings according to performance index score, the **School Governing Authority** shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.
- 8.2 **Staff Evaluation.** Each **School** must have a valid process, similar to OTES and OPES, for evaluating teachers and principals/superintendents that includes goal setting and annual review that includes not less than two (2) formal observations during the school year and review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent. If the **School** has committed to the Race to the Top (RttT) funding, the **School** must use the OTES and OPES frameworks for all evaluations.
- 8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in **Attachment 8.3.**
- 8.4 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits as set out in **Attachment 8.4.** In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes **Attachment 8.4** to the extent that the collective

bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.

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

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

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

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

## **ARTICLE IX**

### **Finance**

- 9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 **Fiscal Licensure.** Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.
- 9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as **Attachment 9.4.** Each year of this Charter, immediately after the **School Governing Authority's** approval but no later than October 30<sup>th</sup>, a final yearly school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under section 3314.08 of the Ohio Revised Code. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by a third party management company, the **School Governing Authority** must procure from such management company, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.
- 9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 **Payment to Sponsor for Oversight.** For and in consideration of **three percent (3%)** of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the oversight required by law. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School Governing Authority** agrees to sign documentation necessary to accomplish the same. Failure to pay the required payment to the **Sponsor** for oversight by the 30<sup>th</sup> of every month, may result in the **Sponsor** placing the **School** on probation, suspension or termination as prescribed in

sections 11.8 thru 11.10 of this Charter.

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

## **ARTICLE X**

### **Insurance/Indemnification**

10.1 **Liability Insurance**. Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders**. The **School Governing Authority** shall also maintain directors and officers liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

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

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition

under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; and

- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

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

## **ARTICLE XI**

### **General Provisions**

- 11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15<sup>th</sup> of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1<sup>st</sup> of the year in which the charter ends.
- 11.2 **Termination and Cancellation of Charters.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30<sup>th</sup>, or upon termination of this Charter.
- 11.3 **General Acknowledgements.** The **School Governing Authority** specifically recognizes and acknowledges the following:
  - (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
  - (b) The authority of the Ohio Department of Education to suspend the

operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.

- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127<sup>th</sup> General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or **Sponsor's designee** may offer services to the **School** related to EMIS, SOES, fiscal, special education coordination, federal programs and Medicaid billing. The **School Governing Authority** acknowledges that these services are not related to the sponsorship of the **School Governing Authority** and the sponsorship shall not be contingent upon the **School Governing Authority** accepting any of the additional services offered by the **Sponsor** or **Sponsor designee**. The **Sponsor** shall not require the **School Governing Authority** to purchase additional services from the **Sponsor** or **Sponsor's designee**. If the School Governing Authority does accept, purchase, subscribe to, or otherwise use any additional services and the associated fees offered by the **Sponsor**, they shall be accompanied by the written assurances of the **Sponsor** and the **School Governing Authority** that the additional administrative services being provided:
  - (a) Pose no conflict of interest in accordance with Chapters 102. and 3301. of the Revised Code, and related statutory provisions, and;
  - (b) Shall be obtained at the lowest and best price at or below market value, as evidenced by two written price quotations from vendors not including that of the Sponsor, or;

(c) If the community school accepts the sponsor's offer to provide the additional administrative services which was not the lowest written price quotation, the Sponsor has received the community's school's justification, in writing, for not selecting the lowest written price quotation, which shall be approved and adopted by the community school's governing board by resolution.

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

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

11.5 **Term.** This Charter shall be for a term of one (1) year commencing on the date of execution of this Charter and will automatically renew for one (1) year terms through **June 30, 2020** due to the status of the sponsorship agreement between the Ohio Department of Education and St. Aloysius. During the **2019-2020** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**. If at any time during this agreement, St. Aloysius is granted a seven (7) year term with the Ohio Department of Education, the term of this charter may be renegotiated.

11.6 **Renewal.** Renewal is subject to the **Sponsor's** determination that the **School Governing Authority** has satisfactorily complied with the applicable laws and this Charter, and that the **School's** progress in meeting the academic goals stated in this Charter is satisfactory.

11.6.1 The **School Governing Authority** shall be assessed for renewal or shall submit to a high-stakes review every five (5) years based upon the following:

- (a) The **School's** academic performance; and

- i) Proficiency rates on state assessments; and
- ii) Student academic growth; and
- iii) Graduation rates; and
- iv) Student attendance; and
- v) Post-secondary enrollment (if applicable); and
- vi) Student performance on other valid and reliable assessments; and
- vii) Adherence to accountability standards as detailed in Attachment 6.4; and

(b) The **School's** financial viability; and

(c) The **School's** operational performance

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

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

By February 1<sup>st</sup> of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

- (b) If the **School Governing Authority** does not intend to renew this Charter

with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

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

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

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

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

11.10 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in

this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause.

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

By February 1<sup>st</sup> of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Charter.

The decision of the **Sponsor** to terminate this Charter may be appealed to the State Board of Education within fourteen (14) days of the decision. The State Board shall conduct a hearing and issue a written decision, including reasons for upholding or annulling the termination, within sixty (60) days after the filing of the appeal. The decision of the State Board is final.

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

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

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

11.11 **Failure to Open/Permanent Closure.** If the **School Governing Authority** initially fails to open the **School** for operation by August 31<sup>st</sup> of the year the charter is executed or if the **School** permanently closes prior to the Expiration Date hereof, this Charter shall become void, subject only to the survival of Article X, Section 10.2 of this Charter.

11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the

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

11.13 **Services from the Sponsor.** The **Sponsor** shall not require the **School Governing Authority** to purchase additional services from the **Sponsor**. If the **School Governing Authority** opts to purchase any additional services from its **Sponsor**, the accepting, purchasing, subscribing to, or otherwise using any additional services and the associated fees offered by the **Sponsor** shall be accompanied by the written assurances of the **Sponsor** that the additional administrative services being provided:

- (a) Pose no conflict of interest in accordance with Chapters 102. and 3301. of the Revised Code, and related statutory provisions, and;
- (b) Shall be obtained at the lowest and best price at or below market value, as evidenced by two written price quotations from vendors not including that of the **Sponsor**, or;
- (c) If the **School Governing Authority** accepts the **Sponsor's** offer to provide the additional administrative services which was not the lowest written price quotation, the **School Governing Authority** shall provide an approved and adopted board resolution for not selecting the lowest written price quotation.

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

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

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

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

11.17 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or

provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

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

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

Executed this 27 day of March, 2015 in Columbus, Ohio.

**St. Aloysius**

**School Governing Authority of**

Zenith Academy West

By: \_\_\_\_\_  
(Name)

By: Jamal Naiyer  
(Name)

Its: \_\_\_\_\_  
(Title)

Its: Board President  
(Title)

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

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

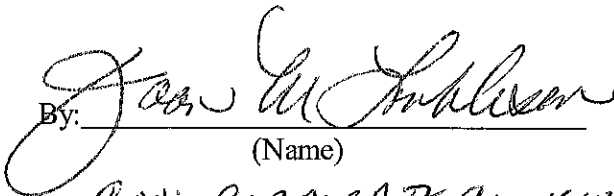
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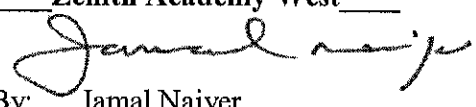
11.19 **Attachments.** All Attachments (1.3-9.4) to this Charter are attached hereto and incorporated by reference into the Charter.

Executed this 27 day of March, 2015 in Columbus, Ohio.

**St. Aloysius**

**School Governing Authority of**

By:   
(Name)  
Its: COO, CORPORATE COUNSEL  
(Title)

Zenith Academy West  
By:   
(Name)  
Its: Board President  
(Title)

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

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/29/2015	201502900166	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	125.00	200.00	0.00	0.00	0.00

**Receipt**

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

ZENITH ACADEMY WEST  
ASHEER I. TASHFEEN  
3385 SOUTH BLVD  
COLUMBUS, OH 43204

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
2361261**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**ZENITH ACADEMY WEST**

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

Document(s)

**DOMESTIC NONPROFIT CORP - ARTICLES**

Effective Date: 01/28/2015

Document No(s):

**201502900166**



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  
29th day of January, A.D. 2015.

*Jon Husted*  
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)**

**First:** Name of Corporation

**Second:** Location of Principal office in Ohio

City State

County

**Effective Date (Optional)**  (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)  
 mm/dd/yyyy

**Third:** Purpose for which corporation is formed

RECEIVED  
 SECRETARY OF STATE  
 2015 JAN 28 PM 1:22  
 CLERK OF PUBLIC SAFETY

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

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

**ORIGINAL APPOINTMENT OF STATUTORY AGENT**

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

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

Name

Mailing Address

City

State

Zip Code

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

Signature

Signature

Signature

**ACCEPTANCE OF APPOINTMENT**

The Undersigned,  , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

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

Statutory Agent Signature

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

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

**Required**

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

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

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

Signature

By

Print Name

Signature

By

Print Name

Signature

By

Print Name

# Zenith Academy West By-Laws

## Article I: General

### Section 1. Name:

The name of this nonprofit corporation is Zenith Academy West (the Corporation), duly authorized under the statutes of the State of Ohio.

### Section 2. Address:

The principal address of the Corporation is located at 3385 South Blvd, Columbus, Ohio 43204 and the name of the initial registered agent at such address is Asheer Tashfeen.

### Section 3. Property:

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

## Article II: Purpose

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and these By-Laws, the Corporation is Organized, and shall be operated, exclusively for educational purposes within the meaning of 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 as amended, or the corresponding provisions of any future federal tax code and as a public benefit corporation defined in 1702.1(P) of the Ohio Revised Code (ORC) as follows:

- A) In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.
- B) Notwithstanding any other provision of these By-Laws:
  - 1) No part of the net earnings of the Corporation shall inure to or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
  - 2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
  - 3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
  - 4) Notwithstanding any other provision of these By-Laws, none of the Directors shall have any past or current affiliation with any management company engaged by the Board to manage its affairs; and
  - 5) No loans shall be made by the Corporation to its directors or officers.

## **Article III: Board of Directors**

### **Section 1. Management.**

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

### **Section 2. Authority.**

Except where the Ohio Revised Code, the Corporation's Articles of Incorporation or these By-Laws otherwise provide, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

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

(a) The Initial Directors of the Corporation shall be those identified by the Corporation's Articles of Incorporation. The Initial Directors shall serve until a Board of Directors is elected at a meeting of the Initial Directors on a date fixed by the Initial Directors. As their terms expire, Directors shall be selected at the annual meeting of the Board of Directors by the vote of a majority of the then-serving Directors, provided that a quorum of the Board of Directors is present. Each Director shall hold office for three (3) years from the date of his or her selection as Director or until his or her earlier resignation, removal from office, or death. If for any reason the Board of Directors fails to take action at any annual meeting to select directors, the Directors then serving shall continue to serve until their successors are selected or until their earlier resignation, removal from office, or death.

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

### **Section 4. Director Vacancies.**

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

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

### **Section 5. Director Compensation and Expenses.**

For attending Board meetings, the Governing Board Directors may be compensated at the rate of \$200 per meeting. In all other cases, except as otherwise provided by Ohio laws pertaining to publicly elected school board members, no Director shall be compensated for his or her service as a board of director but may be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

### **Section 6. Annual and Regular Meetings.**

Annual Meetings of the Board of Directors shall be held each year during the month of September at a time and place in Franklin County, designated by the Board of Directors. Regular Meetings of the Board of Directors shall be held at least four (4) times a year (including the annual meeting) or at such other times and places as may be fixed by the Directors.

**Section 7. Special Meetings.**

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

**Section 8. Meetings Held Through Communications Equipment.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. However, such participation shall not constitute presence at such a meeting.

**Section 9. Notice of Meetings.**

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

**Section 10. Action Without Meeting.**

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

**Section 11. Quorum.**

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

**Section 12. Voting.**

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

## Article IV: Officers

### Section 1. Election of Officers.

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

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

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

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

(4) Treasurer. The treasurer shall serve as the chief financial officer and shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. He/she shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval.; cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Additionally, for so long as the Corporation operates a community school as defined in Chapter 3314 of the Ohio Revised code, the Treasurer or the fiscal officer designated by the Board of Directors, shall hold such licenses and receive such training as is required by Ohio law.

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

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

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

### **Section 2. Qualifications and Authority of Officers.**

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

### **Section 3. Terms of Officers.**

Officers shall each serve a two (2) year term. The number of terms of such Officers shall not be limited.

### **Section 4. Resignation and Removal.**

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

### **Section 5. Officer Vacancies.**

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

## **Article V: Committees**

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

## **Article VI: Conflicts Of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person.

## **Article VII: Indemnification**

### **Section 1. Indemnification.**

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

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

### **Section 2. Insurance.**

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

## **Article VIII: Non-Discrimination**

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

## **Article IX: Amendment Of Governing Documents**

Section 1. The Corporation's Articles of Incorporation may be amended by a majority vote of the Directors.

Section 2. This Code of Regulations may be amended, or a new Code of Regulations may be adopted, by a majority vote of Directors.

## **Article X: Conflict With Articles Of Incorporation**

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

## **Article XI: Dissolution**

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

## **Article XII: Miscellaneous**

### **Section 1. Fiscal Year.**

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

### **Section 2. Audit.**

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

## Zenith Academy West Governing Authority Members

Addresses, Phones, Emails

Jamal Naiyer  
4924 Sterling Woods Court  
Dublin, OH 43016  
614-644-4253 (wk)  
614-771-0739 (hm)  
jnaiyer@hotmail.com

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Syed Alavi  
1326 Dennison Ave.  
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614-787-6362  
zi\_80@yahoo.com

## Zenith Academy West Management Contract

Zenith Academy West will not utilize any management company.

**ATTACHMENT 3.4**

**CLOSING PROCEDURES ASSURANCE DOCUMENT**

By signing this document, I Jamal Naiyer, hereby certify that I am the School Governing Authority President and/or authorized representative of Zenith Academy West. If Zenith Academy West should cease to exist for any reason, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Community School Closing Procedures put in place by the Ohio Department of Education at the time of the School's closing.

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

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

Jamal Naiyer  
School Governing Authority President

3/26/15  
Date

Asheer Tashfeen  
Designee

3/26/15  
Date

# ZENITH ACADEMY WEST RACIAL AND ETHNIC BALANCE POLICIES AND PROCEDURES

## **1. Policies And Procedures That Identify The Community Served By The School**

Zenith Academy West will serve the students in the city of Columbus, school districts adjacent thereto, and students residing in any district within the state of Ohio. For purposes of this section, the “community served”, is identified as the Columbus City School District.

## **2. Intend Racial and Ethnic Balance of the School**

Zenith Academy West expects to reflect the racial and ethnic balance of the community it serves. The school will make every effort to aggressively market itself in racially and ethnically diverse area within the City of Columbus to reflect the racial and ethnic balance of the City of Columbus which is, according the US Census Bureau, 2000 Summary File1, as follows: White (67.9%), African American (24.4%), Hispanic (2.5%) Asian (3.5%), American Indian/Aleutian (0.3%), Other (7.8%). If the market plan does not generate the intended results, ZAW will make all necessary modifications. The Governing Authority will review the racial and ethnic balance of the school on a yearly basis.

## **3. Marketing Plan to Attract Racially and Ethnically Diverse Students**

Zenith Academy West intends to market itself heavily throughout the City of Columbus and surrounding communities. Highlight of this marketing campaign will be:

- Emphasize the strong focus on Limited English Proficiency (LEP) service for students
- Emphasize the Character Education/Value program to be implemented at the school
- Emphasize the state of Ohio Model Curriculum
- Emphasize the small class size, small school size and personal attention for students
- Emphasize the Arabic Language classes
- Emphasize the respectful, orderly and safe nature of the school

The marketing plan will identify the aspects of Zenith Academy that will appeal to all parents. Recruitment activities will be held throughout the year, and will include.

- Community education meetings to discuss the unique aspects of our program
- Parent education
- Community outreach and service projects
- Communicating with local child/day care facilities
- Direct mail information notices and solicitations
- Monthly school newsletters

One of the most effective recruitment methods is parent word-of moth. Parents who are happy with the school will be asked to communicate with their friends and neighbors.

This personal touch can be more effective than expensive, mass advertising.

The school will make marketing plan adjustments by aggressively marketing itself in racially and ethnically diverse areas within and around the City of Columbus.

# ZENITH ACADEMY WEST ADMISSION POLICIES AND STUDENT APPLICATION PROCEDURES

All admission procedures will be in compliance with Section 3314.06, of the Ohio Revised Code.

- a. Student Attendance Area. Zenith Academy West has selected as its primary attendance area the Columbus City School District. Zenith Academy West will give preference to students residing in this primary attendance area, however, Zenith Academy West will adopt an enrollment policy that will allow students residing within any district in the State of Ohio to attend Zenith Academy West. Enrollment of students will be in the following order:
  1. Student who reside in the Columbus city school district. If more students in this category apply than the school has space to accommodate, The Zenith Academy West will conduct a lottery to determine which student will be admitted:
  2. Student who live in any district within the State of Ohio .. If more students in this category apply than the school has space to accommodate, The Zenith Academy West will conduct a lottery to determine which student will be admitted.
- b. Non-Discrimination Policy. Zenith Academy West admits students of any race, color, national and ethnic origin and does not discriminate on the basis of race, color, national origin, disability, age or sex in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.
- c. Admission Procedure. Admission to the school shall be open for children eligible for kindergarten (age five) through Grade 8. Zenith Academy West will admit the number of students that does not exceed the capacity of the school's programs, class sizes, grade levels or facility.
- d. Application Process. During the school's first year of operations, applications will be taken during the last full week of February, or such earlier date as may be set should the Community School Contract be executed earlier. In subsequent years, applications will be taken during the first two weeks in December. Preference will be given to students attending Zenith Academy West the previous year, and to siblings of such students.
- e. Selection Process and Criteria. As stated above, students from Columbus City Schools have priority over other school districts. Should the number of applicants exceed the enrollment capacity for each grade level, a lottery will be held for each grade level from all those submitting applications prior to the initial application cut-off date. The lottery, if required, will occur on the third Wednesday in December. If a lottery is necessary it shall take place at a public location. All parties will have the opportunity to be present during the lottery process and will be notified seven (7) days in advance of the date, time and location of the lottery. All parents of children selected in the lottery will be notified of the selection by certified mail. Parents will have up to seven (7) days from receipt of the certified mail to contact the school regarding their decision. If a parent does not respond within seven (7) days of receipt of the certified mail, the school will select another child from the lottery in the order the child's name was drawn.

- Kindergarten enrollees must be five years old at the time of admission.
  - First Grade enrollees must be six years old and have completed a developmentally appropriate Kindergarten program, or an approved waiver.
  - Second Grade enrollees must have completed a developmentally appropriate First Grade experience.
  - Third Grade enrollees must have completed a developmentally appropriate Second Grade experience.
  - Fourth Grade enrollees must have completed a developmentally appropriate Third Grade experience .
  - Fifth Grade enrollees must have completed a developmentally appropriate Fourth Grade experience.
  - Sixth Grade enrollees must have completed a developmentally appropriate Fifth Grade experience.
  - Seventh Grade enrollees must have completed a developmentally appropriate Sixth Grade experience.
  - Eighth Grade enrollees must have completed a developmentally appropriate Seventh Grade experience .
  - Ninth Grade enrollees must have completed a developmentally appropriate Eighth Grade experience.
  - Tenth Grade enrollees must have completed a developmentally appropriate Ninth Grade experience.
- f. Timeliness of Applications. Applications will be available during the first week of December for the succeeding academic year. Application forms will be distributed through the month of July. Applications submitted after the lottery (if a lottery is conducted) will be handled on a first-come, first-serve basis, until the maximum enrollment has been reached in each grade level. A waiting list may be established for prospective enrollees. In subsequent years, the initial enrollment period will take place during the first two weeks of December, preceding the academic year.
- g. Notification Procedures and Enrollment Requirements. Parents will be contacted and advised to set up individual appointments to enroll their children.

Information Required Prior to Admission. Before a child may attend Zenith Academy West, the child's parent must provide the following information:

1. An address and telephone number where the parent may be reached should it be necessary to confirm a child's absence from school;
2. A signed authorization allowing Zenith Academy West to obtain records from the public or non-public school most recently attended by the child, and copies of any such records in the possession of the parent;
3. A certified copy of the child's birth certificate, or, in lieu of a birth certificate, any other legally acceptable proof of age document (I-94, passport, affidavit, etc.).
4. If necessary, a certified copy of any order or decree, or any modification of such an order or decree allocating parents rights and responsibilities for the care of the child and designating a residential parent and legal custodian ;
5. A complete medical report, including immunization records, signed by the child's physician, including: evidence that the child has been immunized against mumps , poliomyelitis, diphtheria, pertussis, tetanus, rubeola and rubella. [O.R.C. §3313.671]
6. Zenith Academy West will comply with Ohio public health council requirements for tuberculosis testing. [O.R.C. §3313.71]

Request for Records within 24 Hours of Admission. Within twenty-four (24) hours of a student being admitted to Zenith Academy West, the Principal shall request for the student's official records from the public or non-

public school most recently attended by the student. If the prior school indicates that it has no record of the student's attendance, or the records are not received within fourteen (14) days of the request, or if the student does not present a certification of birth as described in paragraph 3 above, the Principal shall notify the Columbus Police Department of this fact. [O.R.C. §3313.672]

- h. Withdrawals . When a student transfers to another school, a copy of the student's permanent records is made and mailed to the school , at the request of the student's new school. The record WILL NOT be given to the family or to the student. Parents/guardians must complete a records release form prior to the records being forwarded to the new school. The release authorizes Zenith Academy West to send personal data, academic status, standardized test scores and health records to the student's new school.

#### Procedures for Notification of Students' District of Residence

Subsequent to enrollment of each student, the residence address will be verified , and the student's public school district of residence will be advised that the student is enrolled in Zenith Academy West. This notification will go to the EMIS coordinator for the district, and/or to the Principal of the last building that the student attended in that district. For transportation purposes, Zenith Academy West will notify the Transportation Department of the Columbus Municipal Schools during May of each year of the names , addresses , and other necessary data, for those students who will require transportation during the following school year.

## **SPECIAL NEEDS SERVICES, SUPPORTS AND SERVICE DELIVERY PLAN**

Policies and procedures for the education of children with disabilities which comply with ORC Chapter 3323 and PL 105-17, Individuals with Disabilities Education Act (I.D.E.A.), will be adopted and implemented. The school will operate in accordance with these procedures for the duration of the contract. Zenith Academy West will collaborate with the Central Ohio Special Education Service Center in developing these procedures.

General Philosophy Regarding Gifted & Talented Students, Students with Special Needs and Students with Limited English Proficiency. Zenith Academy West believes that all children can and will learn if they are provided with a safe, nurturing and caring educational environment. All students entering the school will be screened for hearing, vision, speech and communication, and health or medical problems by November 1st of each school year. Students admitted to Zenith Academy West other than at the beginning of the school year will be screened within 30 days of admission.

Students suspected of having a disability will be tested on site by a school psychologist after parental consent has been secured and the RTI process has been followed attempting in class interventions first. An Individual Educational Plan (IEP) will be developed for each student identified as having a disability, and Zenith Academy West will provide services to its special needs students in the least restrictive environment with due process. In addition, the same required processes will be followed for students requiring a 504 plan allowing appropriate accommodations to be made in a timely manner.

Typically, this will mean that special needs students will receive services in the classroom with other Zenith Academy West students. Zenith Academy West will consult with personnel at the Central Ohio Special Education Resource Center, and RPDC to ensure that special needs students receive optimum services. Ancillary service providers (speech, language pathologist, occupational therapist, psychologist, physical therapist, reading specialist, etc.) will provide services within the classroom setting whenever possible. When necessary, special needs students may be pulled from the classroom and provided services on an individual or group basis. Zenith Academy West will contract with service providers for services that are beyond the capabilities of its full-time staff.

Limited English Proficiency.

It is the policy of the Zenith Academy West to comply with federal and state guidelines set forth by the United States Department of Education's office for Civil Rights and the Ohio Department of Education's Lau Resource Center for English as a Second Language, Bilingual and Multicultural Education. Zenith Academy West will establish an English as a Second Language program to meet the needs of all limited English proficient students enrolled in the school. Zenith Academy West believes that all students including limited English proficient students and students with interrupted, little or no prior schooling can succeed in school when schools give special attention, provide focused program and qualified professionals to meet the needs of all students. ZAW plans to provide an educational program that takes into consideration LEP students' academic, language, and cultural needs in a setting that is welcoming to all and conducive for learning -(Available as ATTACHMENT V).

Gifted students. All gifted students attending Zenith Academy West will be identified pursuant to the Gifted Plan adopted by the school once the school reaches 600 or more students, per state guidelines. Because ZAW guarantees small class sizes of no more than 20 students, it anticipates that classroom teachers will ensure that the needs of every student will be met on an individual basis. In addition, the state policy for gifted students will be consulted and followed. Gifted students performing above grade level will be provided with enrichment opportunities to enhance their educational experiences and ensure they are being appropriately challenged.

SHOPPING CENTER LEASE

THIS SUB-LEASE, made as of the 1st day of July, 2015 by and between, **FS Holdings, LLC., an Ohio limited liability corporation** (“Sub-Lessor”), and **Zenith Academy West**, (“Sub-Lessee”).

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this Sub-Lease, the parties covenant and agree as follows:

1. BASIC LEASE PROVISIONS AND DEFINITIONS. The following capitalized terms whenever used in this Lease shall have the meanings set forth in this Section 1:

(a) Sublessor: **FS Holdings, LLC.**

(b) Sub-Lessee: **Zenith Academy West**

(c) Sub-Lessor’s Notice Address and Contact Numbers:

4856 Noor Dr.  
Dublin, OH 43016-7442  
614-519-9283 Phone  
fshareef@yahoo.com

(d) Sub-Lesses’s Notice Address and Contact Numbers:

3385 South Blvd  
Columbus, Ohio 43204  
614-888-9997 Phone  
asheertashfeen@zenithacademy.org

(e) Shopping Center: **Great Western Shopping Center, comprised of a certain parcel of land (as shown in Exhibit “A” attached hereto) located in the City of Columbus, Ohio.**

(f) Premises: **3385 South Boulevard in the Shopping Center, such Premises consisting of approximately 25,000 square feet shown as hatched area in Exhibit “B”.**

(g) Permitted Use: **Sub-Lessee shall use the Premises for the use of a charter school and for items/services directly related thereto and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Sub-Lessor.**

(h) Base Rent: **\$18,000.00**

(i) Security Deposit: **\$18,000.00**

2. PREMISES. Sub-Lessor leases to Sub-Lessee, and Sub-Lessee leases from Sub-Lessor, the Premises, subject to the terms and conditions of this Lease.

**CONSTRUCTION AND ACCEPTANCE OF PREMISES.** The Premises leased to Sub-Lessee shall be in the location shown on Exhibit “B. Sub-Lessee shall be responsible for all expenses required to Finish Out the Demised Premises in a manner that will enable Sub-Lessee to operate its’ business and satisfy the City of Columbus codes of occupation relating to the premises. Sub-Lessor shall furnish a certificate of occupancy where required prior to opening for business in the Premises.

3. TERM. The Initial Term of this Lease shall begin July 1, 2015 (the “Commencement Date”) and end July 31, 2019. The phrase “Term” as used in this Lease shall mean the Initial Term and all renewal terms (if there are any) exercised.

4. BASE RENT.

(a) (i) All of Sub-Lessee’s obligations under this Lease shall commence on the Commencement Date. **Sub-Lessee’s obligation to pay Base Rent shall commence on July 1, 2015 (the “Base Rent Commencement Date”).** Sub-Lessee covenants to pay Base Rent and all other charges (as defined below) to Sub-Lessor, without notice or demand, and without deduction or offset. Base Rent shall be payable on the first day of each month, in advance, in equal monthly installments. Base Rent for any partial months of the Term shall be prorated on a thirty (30) day month basis. All payments of Base Rent owed to Sub-Lessor under this Lease shall be paid to Sub-Lessor at the Payment Address, or to such other party and/or at such other address or by such other means as Sub-Lessor may from time to time designate in writing.

(ii) No checks or money orders containing the designation “payment in full”, “satisfaction of debt” or similar language shall be valid or binding on Sub-Lessor and Sub-Lessor shall be entitled to deposit such checks without waiving its right to collect other sums due. No settlement of claims shall be made except by an express, separate, written agreement between the parties. Any such checks or money orders in attempted settlement of a claim must be sent to Sub-Lessor’s Notice Address (in lieu of the Payment Address.)

(b) The term “Rent” as used in this Lease shall mean Base Rent (“Rent”). If any installment of Rent is more than five (5) days late, Sub-Lessee shall pay a “Late Charge” equal to the greater of (i) One Hundred Dollars (\$100) or (ii) five percent (5%) of the amount due to cover the extra expense involved in handling delinquent payments. In the event Sub-Lessee’s check for payment of any Rent is returned due to nonpayment, Sub-Lessee agrees to pay a return check charge as may be determined by Sub-Lessor from time to time.

(c) Sub-Lessee shall deposit the Security Deposit with Sub-Lessor upon signing this Lease as security for Sub-Lessee’s full and faithful performance of all of Sub-Lessee’s obligations under this Lease. Sub-Lessor shall not owe any interest on the Security Deposit to Sub-Lessee, and Sub-Lessor may commingle the Security Deposit with Sub-Lessor’s other funds, unless otherwise required by law in each instance. The Security Deposit will be returned to Sub-Lessee after the expiration of this Lease, provided that Sub-Lessee has fulfilled all of its obligations under this Lease. Sub-Lessor shall be entitled to use the Security Deposit for curing any default under this Lease by Sub-Lessee or for reimbursing Sub-Lessor for losses, damages, costs and expenses, including attorneys’ fees, incurred by Sub-Lessor in connection with such default. Sub-Lessee agrees to maintain the Security Deposit at all times at the full amount set forth in Section 1(m). Furthermore, upon Sub-Lessor’s sale of the Shopping Center and the assignment of the Security Deposit to the purchaser, Sub-Lessor shall not have any further liability to Sub-Lessee for the return of the Security Deposit.

(d) The term “Lease Year”, as referred to in this Lease, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Base Rent Commencement

Date if the Base Rent Commencement Date occurs on the first day of the calendar month; or, if not, then the first Lease Year shall commence on the first day of the first calendar month after the Base Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the Base Rent Commencement Date of the first Lease Year.

5. Intentionally Deleted

6. COMMON AREAS; SHOPPING CENTER LAYOUT.

(a) All common areas and other common facilities (collectively "Common Areas") made available from time to time by Sub-Lessor in or about the Shopping Center shall be subject to the exclusive control and management of Sub-Lessor. Common Areas shall include all areas, space, facilities, equipment, signs and special services from time to time made available for the common and joint use and benefit of Sub-Lessor, Sub-Lessee and other Sub-Lesseees and occupants of the Shopping Center, such as sidewalks, parking areas, access roads, driveways, landscaped areas, truck service ways, loading docks, bus stations, parcel pick-up areas, restrooms and utility facilities.

(b) Sub-Lessee shall have a non-exclusive license to use the Common Areas as now or at any time during the Term may exist in common with Sub-Lessor and other Sub-Lesseees, occupants and other parties that Sub-Lessor allows to use the Shopping Center, such use by Sub-Lessee to be for access and parking only. Sub-Lessor agrees to operate and maintain the Common Areas in a manner consistent with good shopping center practice. Sub-Lessor shall have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Shopping Center and Common Areas; (ii) designate employee parking areas in the Shopping Center which Sub-Lessee and its employees must use, including any such employee parking area(s); (iii) close all or any portion of the Common Areas to prevent the acquisition of public rights therein or for construction or other purposes; and (iv) perform or permit such other activities in and to the Common Areas that Sub-Lessor in the exercise of good business judgment deems to be advisable.

(c) Sub-Lessor shall be entitled from time to time to provide one or more utility or building services, including without limitation, electrical, water, sanitary sewer, cable, satellite, internet, wi-fi and/or other communication mediums, rubbish removal and recycling services and/or HVAC maintenance services to all or certain Sub-Lesseees or other occupants of the Shopping Center. Upon not less than thirty (30) days prior written notice to Sub-Lessee, Sub-Lessee shall use such common services and shall cease and terminate its use of the pre-existing service provider. At Sub-Lessor's option, the cost of such common service may be shared by the actual users thereof, with payment either directly to the provider or to Sub-Lessor, as Sub-Lessor may direct.

7. SHOPPING CENTER OPERATING COSTS. **Sub-Lessee shall pay to Sub-Lessor annually over Base Year 2015 (except snow removal as indicated below), in accordance with Section 10 below, a share of the Shopping Center "Operating Costs".** "Operating Costs" shall mean the total costs and expenses incurred by Sub-Lessor in operating, maintaining, managing and repairing the Shopping Center and Common Areas, including but not limited to the cost and expense of landscaping, gardening and planting; decorations; paving, patching, painting and line painting of all parking areas, drives and roadways; Common Area maintenance and cleaning, sanitary control, snow removal and trash, garbage and other refuse removal, including costs related to common trash dumpsters and compactors; repair, maintenance, replacement and painting of sidewalks, pavements, light fixtures, signs, roofs, roof skins and downspouts; repair, maintenance and painting of buildings; pest control; general repairs; fire protection and security services (if provided by Sub-Lessor, it being agreed that Sub-Lessor has no duty to provide such services); management fees, costs of all types of insurance coverages carried by Sub-Lessor for the Shopping Center (excluding "Insurance Charges" that are otherwise paid by Sub-Lessee under Section 9 below); maintenance, repair and replacement of utility systems serving the Shopping Center; costs of lighting and other utilities serving the Common Areas; storm water assessments fees and

any other charges assessed by any governmental or quasi governmental authority; depreciation of machinery and equipment owned and used in operation, maintenance and repair of the Common Areas, or the rental charges for such machinery and equipment; the cost of personnel and management to implement all of the foregoing, including maintenance, security and traffic personnel; dues, assessments, fees or other charges under any owner's association or development agreement or easements affecting the Shopping Center or any portion thereof; and administrative and overhead costs equal to fifteen percent (15%) of the foregoing Operating Costs as described in this provision and the Insurance Charges (as defined below). Sub-Lessor may cause any and all of the aforesaid services relating to Operating Costs to be provided by an independent contractor or contractors. Notwithstanding the foregoing, Sub-Lessor, at its sole discretion, shall have the right to adjust Sub-Lessee's prorata share based on retractions or additions to the overall shopping center size. **Sub-Lessee shall pay a full pro rata share of snow removal costs without a Base Year, as calculated in this Section 7 below.**

Sub-Lessee's share of Operating Costs shall be computed by multiplying the total amount of the Operating Costs by a fraction ("Sub-Lessee's Fractional Share"), the numerator of which shall be the total number of square feet in the Premises, and the denominator of which shall be the total leasable floor area in that portion of the Shopping Center owned or operated by Sub-Lessor, exclusive of the total square footage of floor area of improvements on portions (the "Excluded Parcels") of the Shopping Center as to which Operating Costs attributable thereto are not included in the total of Operating Costs for which Sub-Lessee is being charged a share hereunder. Sub-Lessee's share of Operating Costs shall be paid in accordance with Section 10 below.

8. **TAXES.** Sub-Lessee shall pay to Sub-Lessor annually over Base Year 2015, in accordance with Section 10 below, a share of Real Estate Taxes, which shall be computed by multiplying the total amount of Real Estate Taxes by Sub-Lessee's Fractional Share (in such calculation, "Excluded Parcels" shall mean those portions of the Shopping Center as to which real estate taxes thereon are not included in the total of Real Estate Taxes for which Sub-Lessee is being charged a share hereunder).

The term "Real Estate Taxes" shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against the Shopping Center (other than Excluded Parcels that are separately assessed for real estate tax purposes) and other taxes arising out of the use and/or occupancy of the Shopping Center imposed by any taxing authority having jurisdiction over the Shopping Center, and shall include expenses and reasonable attorney's fees incurred by Sub-Lessor in contesting the validity or amount of any such taxes or assessments or in seeking a rebate of taxes or assessments. Real Estate Taxes shall not include franchise, capital stock, income, estate or inheritance taxes personal in nature to Sub-Lessor.

Sub-Lessee shall also pay promptly when due or make reimbursement to Sub-Lessor for all taxes imposed upon Sub-Lessee's rent, lease and business operations, including without limitation, all sales taxes, value added taxes, documentary taxes, stamp taxes and other taxes assessed upon the consideration to be received by Sub-Lessor for this Lease, or upon the personal property of Sub-Lessee.

Sub-Lessee agrees to pay to Sub-Lessor its proportionate share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever which have been or may be levied or assessed by any lawful authority against the land, buildings and improvements presently and/or at any time during the term of this Lease comprising the Shopping Center, which are payable during any calendar year in which any portion of the term hereof falls, irrespective of whether such taxes are assessed against real or personal property. Such taxes, assessments and charges hereinafter are referred to, collectively, as "Taxes." Should the United States, the State of Texas or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by Sub-Lesseees in the Shopping Center to Sub-Lessor or on the income of Sub-Lessor derived from the Shopping Center, or with respect to the Sub-Lessor's, or the individuals' or entities' which form the Sub-Lessor herein, ownership of the land and buildings presently and/or at any time during the term of

this Lease comprising the Shopping Center, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such buildings, or in lieu of increase thereof; and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Shopping Center, then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section and Sub-Lessee shall be obligated to pay its proportionate share thereof.

9. SUB-LESSOR'S INSURANCE. Sub-Lessor agrees to maintain fire and extended coverage insurance on the Premises and Shopping Center as Sub-Lessor deems appropriate. **Sub-Lessee agrees to pay Sub-Lessor annually over Base Year 2015, in accordance with Section 10 below, a share of the premiums (the "Insurance Charges") paid by Sub-Lessor** and attributable to the fire and casualty insurance with standard extended coverage, insurance for such other risks that Sub-Lessor may elect to carry and rent insurance, which share shall be computed by multiplying the total amount of Insurance Charges by Sub-Lessee's Fractional Share (in such calculation, "Excluded Parcels" shall mean those portions of the Shopping Center as to which insurance premiums thereon are not included in the total of Insurance Premiums for which Sub-Lessee is being charged a share hereunder).

10. Intentionally Deleted.

11. USE.

(a) Sub-Lessee agrees that the Premises shall be used solely for the Permitted Use and for no other purpose. As a material inducement to Sub-Lessor to enter into this Sub-Lease, Sub-Lessee agrees to: (i) operate such a business in the Premises at all times during the Term of this Sub-Lease, (ii) keep the Premises adequately stocked and manned to maximize sales, and (iii) keep the Premises open for business during its designated hours. Unless otherwise approved by Sub-Lessor in writing, Sub-Lessee shall conduct business in the Premises solely under the Trade Name, and Sub-Lessee agrees that the business operation in the Premises shall at all times be substantially similar to all other stores operated under the Trade Name unless otherwise approved by Sub-Lessor in writing. In the event Sub-Lessee on three (3) or more occasions after opening for business ceases to operate its business in accordance with this Section for a period of ten (10) or more days, Sub-Lessee automatically shall be in Default under this Sub-Lease regardless of whether Sub-Lessee later reopens for business, and Sub-Lessor, at its option, may pursue any rights and remedies provided in this Sub-Lease (including without limitation the right of specific enforcement of Sub-Lessee's obligation to maintain the Shopping Center designated business hours) and any other rights or remedies available at law or in equity.

Sub-Lessee will occupy the Premises upon the Commencement Date and thereafter, except when and to the extent that the Premises are unSub-Lesseeable by reason of damage by fire or other casualty, continuously operate and conduct in one hundred (100%) percent of the Premises, during the entire Sub-Lease term when Sub-Lessee is required under this Sub-Lease to be open for business, the business permitted herein, in the name set forth in this Sub-Lease, with a full staff and full stock of merchandise. For any day that Sub-Lessee does not fully comply with the provisions of this Section 11, in addition to any other remedies available to Sub-Lessor at law or in equity and where the precise amount of such non-compliance is difficult to quantify, the Minimum Monthly Rent, prorated on a daily basis, shall be increased by fifty (50%) percent, such sum representing the damages which the parties agree Sub-Lessor will reasonably suffer by Sub-Lessee's noncompliance and not as a penalty. Sub-Lessor shall be entitled to enforce the provisions of this Section by any and all legal and equitable remedies, including but not limited to, specific performance and injunction.

(b) Operation of Business. Sub-Lessee covenants and agrees that:

(i) Sub-Lessee shall not use the plumbing facilities for any purpose other than that for which such facilities were constructed, and no foreign substance of any kind shall be placed

therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Sub-Lessee.

(ii) Sub-Lessee shall neither solicit business in the Common Areas nor distribute any handbills or other advertising matter in the Common Areas.

(iii) Sub-Lessee shall use its best efforts to cause the parking of trucks and delivery vehicles so as not to unreasonably interfere with, or suffer or permit any other use to unreasonably interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas on, in or about the Common Areas.

(c) Employee Parking. If Sub-Lessor so designates, Sub-Lessee and Sub-Lessee's employees shall park only in those portions of the parking areas and facilities designated for that purpose by Sub-Lessor. Upon five (5) days prior written notice from Sub-Lessor, Sub-Lessee shall provide Sub-Lessor with the license plate numbers of Sub-Lessee's employee's vehicles. At no time shall service or delivery vehicles be allowed to park in areas other than the service area designated for the Shopping Center.

12. TRADE FIXTURES. Sub-Lessee shall have the right to install its trade fixtures in the Premises as the work thereon progresses with Sub-Lessor's prior consent, provided such installation shall not interfere with any construction or renovation work on the Premises required to be performed by Sub-Lessor (if any), and such installation shall be at the sole risk and expense of Sub-Lessee. All trade fixtures installed in the Premises by Sub-Lessee shall remain the property of, and shall be removable by, Sub-Lessee at the expiration of this Sub-Lease, if Sub-Lessee is not in default hereunder, and Sub-Lessee agrees promptly to repair or reimburse Sub-Lessor for the cost of repairing all damage to the Premises or Shopping Center occasioned by the installation or removal of such trade fixtures. Equipment and fixtures that are integral to the operation of the Premises as a real estate unit generally, such as HVAC, plumbing, electrical, and illumination equipment or wall-to-wall carpeting (as opposed to loose area rugs), or that are permanently installed in the Premises (such as built-in cabinets and restroom fixtures) at Sub-Lessor's option shall not be considered trade fixtures and shall be the property of Sub-Lessor. Sub-Lessee's obligations under this Section 12 shall survive the expiration or earlier termination of this Sub-Lease.

13. MAINTENANCE BY SUB-LESSOR. Sub-Lessor will, within a reasonable time after being notified in writing by Sub-Lessee of the need therefor, make such repairs to the roof, outside walls (except windows, store front, doors and doorframes), gutters and downspouts of the Premises as may be necessary in order to keep such items in good condition, unless said repairs are occasioned by the negligence or willful act of Sub-Lessee or any of its agents, employees or contractors, in which event such repairs shall be made at the expense of Sub-Lessee. Sub-Lessor will not be responsible for any damages resulting from any leak or defect in the roof, sidewalks, gutters or downspouts unless such damage is due to Sub-Lessor's failure to make repairs thereto within a reasonable time after having been notified in writing by Sub-Lessee of the need therefor. The costs incurred by Sub-Lessor under this Section may be subject to reimbursement by Sub-Lessee as applicable pursuant to the provisions of Section 10 above.

14. MAINTENANCE BY SUB-LESSEE.

(a) Sub-Lessee agrees that it will, at its own cost and expense, keep the interior of the Premises and the appurtenances thereto, including without limitation the heating and air conditioning systems, toilets, plumbing lines, electric lines, fixtures, interior and exterior windows, glass, store front, doors, doorframes and equipment, in good condition and repair, making such replacements as may be necessary from time to time. Sub-Lessee shall be responsible for all repairs and replacements necessary to keep the Premises and the appurtenances thereto in good appearance, order, condition and repair except those which Sub-Lessor has expressly agreed to make under the provisions of Section 13 of this Sub-Lease. Sub-Lessee agrees that it will, at Sub-Lessee's expense, comply with any mandatory preventive

maintenance items required by insurance carriers, rating authorities or public officials to minimize loss frequency and/or severity within the Premises.

(b) Sub-Lessee shall store all trash, rubbish and garbage in fully-closed containers at the rear of the Premises and be responsible for its own trash collection, and Sub-Lessee shall pay all costs incidental to the removal thereof. Sub-Lessee shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Premises. Sub-Lessor shall be entitled to designate one or more common trash dumpsters or receptacles for Sub-Lessee's use and the contractor retained for removal of trash, whereupon Sub-Lessee shall thereafter use such designated container and contractor, and at Sub-Lessor's option, the costs charged by such contractor may be reimbursed to Sub-Lessor based on the number of Sub-Lesseees sharing such service plus Sub-Lessor's reasonable profit and overhead.

(c) In connection with the requirements of this Section 14, Sub-Lessee agrees to obtain and maintain from a reputable company a maintenance contract on the heating and air conditioning systems serving the Premises providing for at least semi-annual inspections and to furnish Sub-Lessor with a copy of said contract on the Commencement Date and upon renewal or replacement thereof (or as otherwise requested by Sub-Lessor in writing). If Sub-Lessee fails to obtain and maintain said HVAC maintenance contract, Sub-Lessor may do so at Sub-Lessee's expense, and Sub-Lessee agrees to reimburse Sub-Lessor for the cost thereof together with an administrative fee equal to ten percent (10%) of such cost, within twenty (20) days after Sub-Lessor submits to Sub-Lessee a written billing therefore.

15. MISCELLANEOUS COVENANTS OF SUB-LESSEE.

(a) Sub-Lessee agrees that it will, at all times during the term of this Sub-Lease, take any and all steps necessary to prevent the filing of mechanic's liens against the Premises in connection with work performed on behalf of Sub-Lessee, and if any such liens are filed, Sub-Lessee agrees to have the same discharged by payment or bond immediately. Sub-Lessee will comply with all federal, state and municipal laws, ordinances and regulations and maintain all necessary permits relating to the Premises and the business conducted therein, and Sub-Lessee will pay promptly for all electricity, water and other utilities consumed in the Premises and all sewage disposal charges assessed against the Premises. If not separately billed to Sub-Lessee, Sub-Lessee agrees to reimburse Sub-Lessor for Sub-Lessee's share of overall utility costs upon billing therefor (which share shall be based on submeters, if available; otherwise, based on Sub-Lessor's reasonable allocation from the total charges for the applicable utility). Sub-Lessee will not hold any fire, bankruptcy, going-out-of-business or auction sales, and Sub-Lessee will not use the sidewalks or any other portions of the Common Areas for storage or display of any items or for any other purpose relating to the selling of merchandise or services. Sub-Lessee shall keep the Premises free from insects, pests and vermin of all kinds, and for that purpose Sub-Lessee shall use at Sub-Lessee's cost, a reputable licensed pest extermination contractor at such intervals as Sub-Lessor may require.

(b) Sub-Lessee agrees to contain within the Premises any and all noise, vibration, excessively bright or flashing lights, odors, and aromas so that no nuisance or annoyance will be created and all other premises and common areas within the Shopping Center shall be free from noise, vibration, excessively bright or flashing lights, odors and aromas that originate in the Premises. Sub-Lessee will not use or permit to be used any advertising medium or device, such as CD player, radio or public address system, that can be heard outside the Premises without the prior written consent of Sub-Lessor. The foregoing agreement by Sub-Lessee shall be for the benefit of and specifically enforceable by Sub-Lessor and all other Sub-Lesseees within the Shopping Center.

(c) Sub-Lessee shall not make any exterior or structural alterations to the Premises without Sub-Lessor's prior written approval in its sole discretion. Sub-Lessee may make interior, non-structural alterations and improvements to the Premises after Sub-Lessee has obtained Sub-Lessor's prior written approval (which approval shall not be unreasonably withheld or delayed) of the plans and specifications of the work to be performed and has satisfied Sub-Lessor's requirements for bonding,

insurance and other contractor requirements. All alterations and improvements shall be performed in a first-class manner and in compliance with all laws, codes, ordinances, rules, regulations and orders applicable thereto. In no event shall Sub-Lessee make any change to the Premises that alters the character of the Premises from a single retail entity, lessens the value of the Premises or violates any laws or other legal requirements. Work done by Sub-Lessee under the provisions of this paragraph shall not interfere with the use by other Sub-Lessees of their premises in the Shopping Center.

(d) Intentionally deleted.

(e) Sub-Lessee shall not use or permit the use of the Premises for the generation, storage, treatment, use, sale, transportation or disposal of any chemical, material or substance that could pose a hazard to the health and safety of any Sub-Lessees, occupants, licensees, contractors or customers of the Shopping Center or in violation of any law, rule or regulation relating to hazardous substances of any applicable governmental authority. Sub-Lessee shall comply with all environmental laws relating to Sub-Lessee's business and use and occupancy of the Premises.

(f) Sub-Lessee shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner which would, in Sub-Lessor's opinion, invalidate any policy of insurance now or hereafter carried on the Shopping Center or increase the rate of premiums payable on any such insurance policy. Should Sub-Lessee fail to comply with this covenant, Sub-Lessor may, at its option, require Sub-Lessee to stop engaging in such activity or reimburse Sub-Lessor for any increase in premiums charged during the Term on the insurance carried by Sub-Lessor on the Shopping Center and attributable to the use being made of the Premises by Sub-Lessee. During the initial construction of Sub-Lessee's improvements in the Premises and at any time during the Term when any portion of the Premises are being constructed, altered, repaired or replaced by or on behalf of Sub-Lessee, Sub-Lessee shall maintain Builder's Risk insurance in an amount not less than the full insurable value of the leasehold improvements in the Premises and shall deliver to Sub-Lessor a certificate of such insurance evidencing such coverage prior to the commencement of any such construction work in the Premises.

16. EMINENT DOMAIN. If any part of the Premises shall be taken by governmental authority pursuant to its power of eminent domain (or Sub-Lessor conveys any part of the Premises pursuant to a threat thereof), then the Premises shall be reduced in proportion to the amount so taken or conveyed, unless the amount taken shall be so great that it would be impractical for Sub-Lessee to continue operation, in which event this Lease shall be canceled and terminated as of the date of such taking. All compensation awarded for any taking of the Premises or the Shopping Center shall belong solely to and be the property of Sub-Lessor, and Sub-Lessee assigns to Sub-Lessor all of Sub-Lessee's rights with respect thereto and waives any claim Sub-Lessee may have with respect thereto, including any claim for Sub-Lessee's leasehold estate. However, Sub-Lessee may apply for reimbursement from the condemning authority (if permitted by law) for moving expenses, removal of Sub-Lessee's trade fixtures or loss of Sub-Lessee's business good will, provided that any such reimbursement shall not reduce the amount of the award otherwise recoverable from the condemning authority by Sub-Lessor. If a portion of the Premises is taken and this Lease is not terminated, provided Sub-Lessee is not then in default under this Lease, Sub-Lessor shall at its own expense restore the remaining portion of the Premises to a complete architectural unit, but such work shall not exceed the scope of work required to be done by Sub-Lessor pursuant to this Lease. Upon completion of the restoration work required to be performed by Sub-Lessor, Sub-Lessee agrees to recommence operation of its business in the Premises in accordance with Section 11. Furthermore, in the event of such taking, the Base Rent shall be reduced proportionately based on the percentage of the Premises taken and not restored by Sub-Lessor.

17. DAMAGE BY FIRE. Provided Sub-Lessee is not then in default under this Lease, if the Premises shall be damaged by fire or other casualty during the term hereof, Sub-Lessor agrees that it will restore the Premises to Sub-Lessor's standard "vanilla shell" space condition with reasonable dispatch, insofar as the proceeds from Sub-Lessor's insurance permit and provided that Sub-Lessor's mortgagee

does not require insurance proceeds to be paid to it. All other repairs (including repairs to interior finishes and trade fixtures) shall be conducted at the sole expense of Sub-Lessee. Upon completion of the restoration work required to be performed by Sub-Lessor, Sub-Lessee agrees to recommence operation of its business in the Premises in accordance with Section 11. If the Premises are rendered unSub-Lesseeable in whole or in part as a result of fire or casualty damage, Base Rent shall be equitably and proportionately abated (according to loss of use) during the period intervening between the date of such damage and the date Sub-Lessor completes its required restoration of the Premises. However, if such damage occurs during the last two (2) years of the Term or exceeds fifty percent (50%) of the insurable value of the Premises at the time such damage occurs, Sub-Lessor may terminate this Lease as of the date of such damage by giving Sub-Lessee written notice of its intention to do so within thirty (30) days after such damage occurs. If this Lease is so terminated, then Rent payable hereunder shall be abated as of the date of such damage, and Sub-Lessee shall remove all of its property from the Premises within fifteen (15) days after the notice of termination is given.

18. SUB-LESSEE'S INDEMNIFICATION, LIABILITY AND CASUALTY INSURANCE. Sub-Lessee agrees that it will indemnify, defend and hold Sub-Lessor and Sub-Lessor's agents, employees, partners and officers harmless from any and all injury or damage to person or property occurring in, on or about the Premises, regardless of cause, and from all injury or damage occurring elsewhere in the Shopping Center as a result of the negligence or willful misconduct of Sub-Lessee, its agents, employees or contractors, including without limitation all costs, expenses, claims or suits, and all court costs and reasonable attorneys' fees, arising in connection therewith. Sub-Lessee covenants that it will, at all times during the term hereof, at its own cost and expense, carry public liability insurance on the Premises (including Common Areas adjoining the Premises) with combined single limit liability coverage of at least \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and Umbrella limits of at least \$1,000,000.00, which insurance shall name Sub-Lessor and any designee of Sub-Lessor as additional named insureds. Such liability insurance policy shall be written on an occurrence basis and shall provide that it will not be canceled or the coverage thereunder materially changed without at least thirty (30) days' prior written notice to all additional insureds. Sub-Lessee further covenants that it will, at all times during the Term, at its own cost and expense, carry worker's compensation coverage at statutory limits, employer's liability limits of at least \$100,000 per accident and plate glass insurance coverage covering all exterior plate glass in the Premises and insurance against damage by fire and other perils insured under a so-called "special" or "all-risk" policy, in an amount equal to the replacement value thereof, on: (1) all parts of the Premises for which Sub-Lessee is responsible under the terms of this Lease; and (2) Sub-Lessee's inventory, furniture, fixtures, equipment and other personal property in the Premises. Binding certificates (ACORD 27 or similar form) of such insurance coverage shall be delivered to Sub-Lessor promptly after the issuance of the respective policies. If Sub-Lessee fails to provide such insurance, Sub-Lessor may (but shall not be obligated to) obtain the same and collect the cost thereof, together with a fifteen percent (15%) administrative fee.

19. RELEASE AND WAIVER OF SUBROGATION. Sub-Lessor and Sub-Lessee mutually release and discharge each other (as well as the officers, directors, members, partners, agents and employees of each other) from responsibility and liability (by way of subrogation or otherwise) for loss or damage to any building, structure or other property (real or personal) of the other party, or any resulting loss of income that is an insured loss under the terms of the insurance policy(ies) of the releasing party or that involves a fire, casualty or other risk or loss required to be insured against under this Lease. This release and discharge shall be applicable even though such loss or damage may have been caused by the negligence of the party hereby released. Sub-Lessor and Sub-Lessee agree to include a waiver of subrogation endorsement in each of their respective casualty insurance policies.

20. DEFAULTS AND REMEDIES.

(a) Defaults. The occurrence of any one or more of the following events ("Defaults") shall constitute a default and breach of this Lease by Sub-Lessee: (i) Sub-Lessee fails to pay any Base Rent or any other payments owed under this Lease within five (5) days of the date due; (ii) Sub-

Lessee fails to observe or perform any of the other terms, covenants and/or conditions of this Lease, and such default shall continue for more than thirty (30) days after written notice from Sub-Lessor to Sub-Lessee (however, if a default under this item (ii) cannot reasonably be cured within thirty (30) days, and Sub-Lessee has promptly commenced the cure within such time and is diligently proceeding to complete the cure, then Sub-Lessee shall have such reasonable extra time (not to exceed sixty (60) days) to complete the cure); (iii) Sub-Lessee fails to pay when due Base Rent under this Lease two (2) or more times in any period of twelve (12) consecutive months (whether or not cured); (iv) Sub-Lessee fails to open for business to the public in the Premises within thirty (30) days after the Commencement Date or the Premises is abandoned, vacated or closed for business to the public (other than for fire, casualty or condemnation); (v) Sub-Lessee's interest in the Premises is sold under attachment, execution or similar legal process; (vi) Sub-Lessee or any Guarantor is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against Sub-Lessee or any Guarantor under the federal Bankruptcy Code and such adjudication or order is not vacated within ten (10) days; (vii) a case is commenced by or against Sub-Lessee or any Guarantor under any chapter of the federal Bankruptcy Code, or a voluntary or involuntary petition is filed proposing the adjudication of Sub-Lessee or any Guarantor as bankrupt or insolvent, the reorganization of Sub-Lessee or any Guarantor or an arrangement by Sub-Lessee or any Guarantor with its creditors (unless the petition is filed or case commenced by a party other than Sub-Lessee or Guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing); or (viii) there is filed by or against Sub-Lessee, or any successor Sub-Lessee then in possession, or any Guarantor of this Lease, in any court pursuant to any statute or law, a petition (1) for appointment of a trustee or receiver, (2) for an assignment for the benefit of creditors, or (3) for reorganization.

(b) Remedies. Upon the occurrence and continuance of a Default, Sub-Lessor, without notice to Sub-Lessee in any instance (except where expressly provided for below) may do any one or more of the following: (i) apply the Security Deposit (if any) toward the satisfaction and cure of such Default; (ii) reenter the Premises, without terminating this Lease, and remove all persons and property from the Premises, and repossess and enjoy the Premises, by any suitable action or proceeding at law, or without judicial process if Sub-Lessor so elects, without being liable for any prosecution therefor or damages therefrom; (iii) elect to terminate this Lease upon written notice to Sub-Lessee, at which time the Term of this Lease shall expire, but with Sub-Lessee's liability under all of the provisions of this Lease to continue; or (iv) exercise any other legal or equitable rights or remedies available to Sub-Lessor, including those additional rights set forth in this Lease. In exercising any of the above remedies, Sub-Lessor may remove Sub-Lessee's property from the Premises and store the same at Sub-Lessee's expense without resort to legal process and without Sub-Lessor being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby, and Sub-Lessor may also sell such property at public or private sale, with the proceeds being applied to costs of sale and storage (including attorneys' fees), amounts owed to Sub-Lessor under this Lease, and with any surplus paid to Sub-Lessee, in that order. Sub-Lessee waives any rights to re-enter the Premises and any rights of redemption.

Sub-Lessee understands that, with or without terminating this Lease, Sub-Lessor may re-let, in one or more leases, all or part of the Premises (or a premises including space in addition to the Premises), either in Sub-Lessor's own right or as agent for Sub-Lessee, accepting any rents then obtainable, for a term or terms that may be greater or less than the balance of the Term of this Lease, and Sub-Lessor may grant concessions or free rent without in any way affecting Sub-Lessee's liability for the Rent payable under this Lease. However, Sub-Lessee understands that Sub-Lessor shall be under no duty to relet the Premises and that Sub-Lessee's liability under this Lease shall not be affected or diminished in any way whatsoever, for Sub-Lessor's failure to re-let the Premises, or if the Premises are re-let, for Sub-Lessor's failure to collect the rentals under such re-letting. In connection with any re-letting, Sub-Lessor may make or do any alterations, repairs, painting and decorations ("Re-letting Preparations") to the Premises which Sub-Lessor considers advisable and necessary in its sole judgment, and such Re-letting Preparations shall not release Sub-Lessee from any liability under this Lease. No re-entry or taking of possession by Sub-Lessor of the Premises shall be construed as an election to terminate this Lease unless a written notice of termination is given to Sub-Lessee. Notwithstanding any reletting without

termination, Sub-Lessor may at any time thereafter elect to terminate this Lease as a result of Sub-Lessee's previous default.

(c) Damages. If a Default occurs, Sub-Lessee shall remain liable for (i) all Rent and damages that may be due or sustained by Sub-Lessor up to the time this Lease terminates or Sub-Lessor takes possession of the Premises, whichever occurs later, and the performance of all other obligations of Sub-Lessee accruing under this Lease through such date (collectively "Accrued Damages"); (ii) all reasonable costs, fees and expenses (including without limitation attorney's fees and expenses, brokerage commissions and fees) incurred by Sub-Lessor in pursuit of its remedies under this Lease and in renting the Premises to others from time to time (including Re-letting Preparations) (all such Accrued Damages, costs, fees and expenses being referred to collectively as the "Default Damages"); and (iii) Future Damages (as defined below).

Future Damages, at the election of Sub-Lessor, shall be either:

(iv) The amount (the "Deficiency") by which (A) the Rent reserved under this Lease until the expiration date of the Term exceeds (B) the amount of rent, if any, that Sub-Lessor shall receive during the same period from others to whom the Premises may be rented, from which Sub-Lessor may deduct all Default Damages owing to Sub-Lessor; such Deficiency to be paid in monthly installments by Sub-Lessee on the first day of each calendar month; or

(v) An amount equal to the present value of the sum of the Rent reserved under this Lease until the expiration date of the Term plus the Default Damages owed by Sub-Lessee, from which sum there shall be deducted the present value of the fair market rental value of the Premises as determined by an independent real estate appraiser designated by Sub-Lessor; Future Damages under this item (ii) shall be payable to Sub-Lessor in one lump sum on demand and shall bear interest at the Default Rate until paid. For the above purposes "present value" shall be computed using a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Shopping Center.

(d) Self-Help. If Sub-Lessee fails to perform or satisfy any covenant or obligation under this Lease, Sub-Lessor shall have the right (in addition to the foregoing remedies under this Section) to perform such covenant or obligation (i) if no emergency exists, after giving fifteen (15) days' notice to Sub-Lessee, and (ii) in an emergency situation, immediately upon giving such prior oral or written notice to Sub-Lessee as is practical under the circumstances. Upon a receipt of a billing for the costs and expenses incurred under this Section by Sub-Lessor, Sub-Lessee shall reimburse Sub-Lessor for such amounts, plus a fifteen percent (15%) overhead charge and interest at the Default Rate on all such amounts from the date of Sub-Lessor's payment.

(e) Security Interest. To secure the full and complete observance and performance of the obligations and covenants to be observed and performed by Sub-Lessee under this Lease, Sub-Lessee hereby grants to Sub-Lessor a security interest in and to all fixtures, equipment inventory and all other personal property, tangible or intangible, of the Sub-Lessee brought or located in or upon the Premises.

(f) Remedies Cumulative. All remedies of Sub-Lessor shall be cumulative. Acceptance by Sub-Lessor of delinquent rent after Default shall not cure such Default nor entitle Sub-Lessee to possession of the Premises.

21. ATTORNEYS' FEES. In the event of any litigation between Sub-Lessor and Sub-Lessee arising out of this Lease, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party. However, in the event Sub-Lessor seeks the advise of counsel to remedy a matter with Sub-Lessee and such matter is resolved without going to court, Sub-Lessee remains responsible for reimbursing Sub-Lessor for all its reasonable out-of-pocket attorney fees and costs.

22. SIGNS, AWNINGS AND CANOPIES. Sub-Lessee shall, at its sole cost and expense, erect one sign on the front of the Leased Premises. Sub-Lessee may not erect or install any signage, of any nature or design, without Sub-Lessor's prior written consent, which consent may be given or withheld in Sub-Lessor's sole discretion. Sub-Lessee may not, under any circumstances, affix upon the glass panes of windows within the Premises any signs, advertising placards, names, insignia, trademarks and descriptive material. At no time may any signs or other advertising materials visible from outside of the Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Premises. Sub-Lessee shall, at its expense, maintain its signs in good condition and repair. Sub-Lessor shall have the right to remove any unauthorized signs and to charge Sub-Lessee under this Lease, for the cost of such removal.

23. SUBORDINATION AND ESTOPPEL CERTIFICATES.

(a) This Lease shall be subject and subordinate to all ground or underlying leases and to any and all first mortgages and deeds of trust that may now or hereafter affect this Lease or the real property of which the Premises forms a part, and to all terms, provisions, renewals, modifications, consolidations, replacements and extensions thereof. Sub-Lessee further agrees to attorn to any successor to Sub-Lessor's interest in the Premises, including any ground lessor or holder of a mortgage or deed of trust (the "Mortgagee"), or to any purchaser at foreclosure (or by deed in lieu of foreclosure) upon all of the terms and conditions of this Lease. The foregoing subordination and attornment provisions shall be self-operative, but within ten (10) days after receipt of a written request therefor, Sub-Lessee agrees to execute such agreements confirming the above subordination and attornment as requested from time to time by Sub-Lessor or the Mortgagee, and also agrees to enter into a subordination agreement with such other Mortgagees as Sub-Lessor may request, it being understood that the standard form subordination agreement then used by any Mortgagee shall be acceptable and executed without change. In no event shall any Mortgagee be (i) liable for any act or omission of Sub-Lessor or any subsequent Sub-Lessor, (ii) subject to any offsets or defenses which Sub-Lessee might have against Sub-Lessor or any subsequent Sub-Lessor, (iii) bound by any Rent which Sub-Lessee may have paid for more than the current month to Sub-Lessor or any subsequent Sub-Lessor, or (iv) bound by any amendment or modification of this Lease made without the Mortgagee's prior written consent.

(b) Within ten (10) days after receipt of a request therefor, Sub-Lessee agrees to deliver to Sub-Lessor and/or to any actual or prospective purchaser, mortgagee or other third party designated by Sub-Lessor a duly executed and acknowledged instrument in a form provided by Sub-Lessor certifying to Sub-Lessee's best knowledge (i) whether this Lease is in full force and effect (and if not, why), (ii) as to the existence of any default, (iii) whether there are any defenses, counterclaims or offsets to such default, (iv) whether there has been any modification or amendment to this Lease, and (v) as to such other matters relating to this Lease or the Premises as may be reasonably requested. Any such certificate may be relied upon by Sub-Lessor and by any other person to whom it has been exhibited or delivered, and the contents of the certificate shall be binding upon Sub-Lessee.

(c) Sub-Lessee agrees that Sub-Lessor may charge the sum of One Hundred Dollars (\$100.00) per day for each day Sub-Lessee fails to deliver either a subordination agreement or estoppel certificate as required under this Section 24. Furthermore, such failure by Sub-Lessee to execute and deliver any such instruments within the period required under this Section 24 shall constitute a Default under this Lease, and Sub-Lessor may, at its option, terminate this Lease or exercise its other remedies provided under Section 21 with respect thereto. Further, Sub-Lessee hereby irrevocably appoints Sub-Lessor as attorney-in-fact for Sub-Lessee with full power and authority to execute and deliver in the name of Sub-Lessee any such instruments if Sub-Lessee fails to do so within the period required under this Section 24.

24. INSPECTION. Sub-Lessee agrees to allow Sub-Lessor or its representatives or prospective purchasers or mortgagees, at any reasonable hour, to enter the Premises for the purpose of

inspecting the same, for making any repairs or alterations deemed necessary or desirable, for showing the Premises to any parties, or any other lawful purpose. Sub-Lessee will allow "For Lease" signs to be placed on the front walls or doorways of the Premises and to remain thereon without hindrance or molestation during the last six (6) months of the Term.

25. FORCE MAJEURE. In the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Section 26 shall not operate to excuse Sub-Lessee, nor shall Sub-Lessee in any event be excused, from prompt payment of Rent.

26. SUB-LESSOR'S LIABILITY. Sub-Lessee agrees that Sub-Lessor's liability under this Lease shall be limited to Sub-Lessor's equity interest in the Shopping Center, and any judgments against Sub-Lessor shall be satisfied solely out of the proceeds of sale of Sub-Lessor's equity interest in the Shopping Center. No judgment rendered against Sub-Lessor shall give rise to any right of execution or levy against Sub-Lessor's other assets. No individual who is Sub-Lessor or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Sub-Lessor, or their heirs, personal representatives, successors and assigns, shall have any personal liability to Sub-Lessee, or to any person claiming under or through Sub-Lessee, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever. Nothing in this Section 27, however, shall bar Sub-Lessee from seeking and enforcing any equitable remedy of Sub-Lessee against Sub-Lessor, but any such equitable remedy that can be cured by the expenditure of money may be enforced personally against Sub-Lessor only to the extent of Sub-Lessor's equity interest in the Shopping Center. Furthermore, it is understood and agreed that in each and every instance in which Sub-Lessor's approval or consent is required under this Lease, Sub-Lessor shall not be liable for damages (whether direct, consequential or otherwise) by reason of its failure to grant such approval or consent (unless Sub-Lessor is found to have acted in bad faith), and Sub-Lessee's sole remedy shall be an action for injunctive relief or specific performance.

27. NOTICES. Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given if and when posted in the United States registered or certified mail, return receipt requested, or delivered by reputable national overnight courier, postage or fees prepaid, and addressed to Sub-Lessor at Sub-Lessor's Mailing Address with a copy to the Management Office Mailing Address or addressed to Sub-Lessee at Sub-Lessee's Mailing Address. Either party may at any time change its address for notice purposes by sending a notice to the other party advising of the new address. Sub-Lessee also agrees to give the Mortgagee a copy of any notice of default sent to Sub-Lessor, provided that prior to such default Sub-Lessee has been notified in writing of the address of the Mortgagee. Sub-Lessee shall not exercise any remedies available against Sub-Lessor unless Sub-Lessor's default is not cured within sixty (60) days after Mortgagee has received the foregoing notice (if the default cannot be reasonably cured within the 60 day period, then the Mortgagee shall have such reasonable additional time to cause the Sub-Lessor's default to be cured so long as the Sub-Lessor or the Mortgagee is diligently pursuing the remedies necessary to cure such default).

28. QUIET ENJOYMENT. Provided that Sub-Lessee has performed all of its obligations under this Lease, Sub-Lessor covenants that Sub-Lessee shall have and enjoy quiet and peaceable possession of the Premises during the Term free of molestation by Sub-Lessor, subject to the provisions of this Lease and of all mortgages, ground leases, encumbrances and other matters of record affecting title to the Shopping Center.

29. NO WAIVERS. The failure of Sub-Lessor or Sub-Lessee to insist, in any one or more instances, upon strict performance by the other party of any covenant of this Lease shall not be construed as a waiver or relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect. The receipt by Sub-Lessor or its agent of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach nor an accord and satisfaction or novation. No waiver by Sub-Lessor of any provision hereof shall be deemed to have been agreed upon unless expressed in writing signed by the parties hereto.

30. SUCCESSORS AND ASSIGNS. Subject to the terms of Section 16 above, this Lease and all the terms, covenants, conditions and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and (if and when assigned in accordance with the provisions hereof) assigns.

31. OTHER PROVISIONS.

(i) Entire Agreement; Modification. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(ii) Interpretation. The captions in this Lease are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Lease. References to any specific gender shall be deemed to include the other gender or neuter, as applicable; references to "expiration" shall include "termination" and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Sub-Lessee consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Lease shall not be construed more strictly against one party than the other, it being recognized that both Sub-Lessor and Sub-Lessee have contributed substantially and materially to the preparation of this Lease. Also, this Lease shall be governed by the laws in the state in which it is executed

(iii) Waiver of Jury Trial. Sub-Lessor and Sub-Lessee hereby mutually waive any and all rights which either party may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

(iv) Waiver of Homestead Exemption. Sub-Lessee hereby waives the benefit of any homestead exemption available to Sub-Lessee with respect to this Lease.

(vi) No Broker. Sub-Lessee warrants and represents that no agent, broker or finder was involved on its behalf in negotiating or consummating this Lease. Sub-Lessee agrees to indemnify and hold Sub-Lessor harmless from any and all claims for brokerage commissions arising out of any communications or negotiations between Sub-Lessee and any broker (other than Broker) regarding the Premises, any other premises in the Shopping Center and/or the consummation of this Lease.

(vii) Short Form Lease. Sub-Lessee agrees not to record this Lease. However, upon the request of either party, the other party shall join in the execution of a “short form lease” for the purposes of recordation, including such terms of this Lease (other than economic terms) as are typically included in such document. Either party may record such “short form lease” at its own expense.

(viii) Submission of Lease. This Lease does not constitute an offer to lease, and Sub-Lessor and Sub-Lessee shall not be bound by this Lease until it is executed and unconditionally delivered by both parties. This Lease may be executed in counterparts.

(ix) Sub-Lessee Authority. (a) If Sub-Lessee is a partnership, each person executing this Lease on behalf of Sub-Lessee warrants that Sub-Lessee is a validly existing partnership qualified to do business under the laws of the state in which the Shopping Center is located, that such partnership has the full right and authority to enter into this Lease and that no other partners other than those signing this Lease on behalf of Sub-Lessee must join in this execution; and (b) if Sub-Lessee is a corporation, each person executing this Lease on behalf of Sub-Lessee hereby warrants that (1) Sub-Lessee is a duly constituted corporation qualified to do business and in good standing in the state in which the Shopping Center is located; (2) such corporation has the full right and authority to enter into this Lease, and (3) each person signing this Lease on behalf of the Sub-Lessee has been duly authorized by the board of directors of Sub-Lessee to execute and deliver this Lease on behalf of the corporation and that no other signatures are necessary. Sub-Lessee shall furnish to Sub-Lessor within ten (10) days after a request from Sub-Lessor such corporate resolutions, certificates of incumbency, partnership resolutions, partnership agreements or other information as Sub-Lessor may reasonably request in order to confirm that the execution and delivery of this Lease has been duly authorized by Sub-Lessee and that the person(s) executing this Lease on behalf of Sub-Lessee was duly authorized to do so. All such corporate or partnership resolutions, certificates or agreements shall be certified as being duly adopted and/or in full force and effect, without amendment, by an appropriate officer or partner of Sub-Lessee, as applicable.

(x) Severability. No determination by any court, governmental body or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(xi) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

32. TERMINATION. On expiration or sooner termination of the Term, Sub-Lessee shall surrender to Sub-Lessor the Premises and all Sub-Lessee’s improvements and alterations in good, clean, orderly, and undamaged condition, except for ordinary wear and tear or condemnation or destruction of the Premises as covered by Sections 17 and 18 and except for trade fixtures that Sub-Lessee has removed under the provisions of Section 12. Sub-Lessee shall deliver to Sub-Lessor all keys to the Premises, remove all its personal property and make repairs and reimbursements pursuant to Section 12 within the above stated time. Sub-Lessor may elect to retain or dispose of in any manner any alterations or Sub-Lessee’s personal property that Sub-Lessee does not remove from the Premises on expiration or termination of the Term. Title to any such alterations or Sub-Lessee’s personal property that Sub-Lessor elects to retain or dispose of after expiration of the Term shall vest in Sub-Lessor. Sub-Lessee waives all claims against Sub-Lessor for any damage resulting from Sub-Lessor’s retention or disposition of any such alterations or personal property. Sub-Lessee shall be liable to Sub-Lessor for Sub-Lessor’s costs of storing, removing, and disposing of any alterations or personal property which Sub-Lessee fails to timely

remove from the Premises. Sub-Lessee's obligations under this Section 33 shall survive the expiration or earlier termination of this Lease.

If Sub-Lessee fails to surrender the Premises on the date that the Term of this Lease expires or terminates, Sub-Lessee's continued occupancy shall be deemed to be a tenancy-at-will (and not a tenancy from month-to-month or from year-to-year) cancelable by Sub-Lessor upon 48 hours prior oral or written notice, and such tenancy shall be subject to all of the provisions of this Lease, except that Base Rent during the holdover tenancy shall be equal to twice the Base Rent in effect immediately prior to the end of the Term.


33. SUBSTITUTED PREMISES. Sub-Lessor shall have the right at any time upon giving Sub-Lessee not less than sixty (60) days notice in writing, to provide and furnish Sub-Lessee with space elsewhere in the Shopping Center of approximately the same size as the Premises and to place Sub-Lessee in such space. Sub-Lessor shall pay for moving Sub-Lessee to its new Premises (including any renovation cost necessary to place the new premises in substantially the same condition as the Premises as of the date of such relocation) and for all other reasonable, actual and direct costs of such relocation, and this Lease and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space, and such new space shall thereafter be deemed to be the "Premises.

34. LIST OF EXHIBITS. The following Exhibits are attached to this Lease and are fully incorporated into this Lease:

- Exhibit "A" - Legal Description of Shopping Center
- Exhibit "B" - Site Plan

WITNESS the following signatures:

SUB-LESSOR: **FS Holding, LLC.**

By:   
\_\_\_\_\_  
Mohammed Shareef, President

SUB-LESSEE: **Zenith Academy West Inc,**

By:   
\_\_\_\_\_  
Asheer Tashfeen

STATE OF OHIO :

**COLUMBUS, FRANKLIN COUNTY, OHIO**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL ONE (TAX PARCEL NUMBER 010-212224)

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, LYING IN VIRGINIA MILITARY SURVEY NO. 3315 AND BEING PART OF THE 35.975 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER COMPANY BY DEED OF RECORD IN OFFICIAL RECORD 11943 A16, (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO) AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT A POINT MARKING THE CENTERLINE INTERSECTION OF WEST BROAD STREET AND WILSON ROAD;

THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 285.59 FEET, ALONG SAID CENTERLINE OF WILSON ROAD, TO A POINT;

THENCE SOUTH 75° 54' 00" EAST, A DISTANCE OF 60,000 FEET, ACROSS SAID WILSON ROAD RIGHT-OF-WAY, TO AN IRON PIN SET IN THE EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD AT THE NORTHWESTERLY CORNER OF THE 0.926 ACRE TRACT CONVEYED TO OHIO NATIONAL BANK OF COLUMBUS BY DEED OF RECORD IN DEED BOOK 1884, PAGE 113. SAID IRON PIN SET BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 14° 06' ~00" EAST, A DISTANCE OF 288.93 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD, TO A MAGNETIC NAIL SET AT THE SOUTHWESTERLY CORNER OF THE 0.3998 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER COMPANY BY DEED OF RECORD IN OFFICIAL RECORD 07298 E14;

THENCE SOUTH 75° 54' 00" EAST, A DISTANCE OF 35.15 FEET, ALONG THE SOUTHERLY LINE OF SAID 0.3998 ACRE TRACT, TO A MAGNETIC NAIL SET AT A POINT OF CURVATURE AT THE SOUTHEASTERLY CORNER OF SAID 0.3998 ACRE TRACT;

THENCE ALONG THE EASTERLY LINE OF SAID 0.3998 ACRE TRACT AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 77° 08' 57" AND A CHORD BEARING NORTH 65° 31' 34" EAST, A CHORD DISTANCE OF 93.53 FEET, TO A MAGNETIC NAIL SET AT THE POINT OF TANGENCY;

THENCE NORTH 26° 57' 08" EAST, A DISTANCE OF 227.26 FEET, CONTINUING PARTLY ALONG THE EASTERLY LINE OF SAID 0.3998 ACRE TRACT AND PARTLY ALONG THE EASTERLY LINE OF THE 0.612 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER CO. BY DEED OF RECORD IN INSTRUMENT NO. 200307230227478, TO A MAGNETIC NAIL SET AT A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID 0.612 ACRE TRACT AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 50,000 FEET, A CENTRAL ANGLE OF 102° 51' 08" AND A CHORD BEARING NORTH 24° 28' 26" WEST, A

CHORD DISTANCE OF 78.18 FEET, TO A MAGNETIC NAIL SET AT THE POINT OF TANGENCY;

THENCE NORTH 75° 54' 00" WEST, A DISTANCE OF 110.07 FEET, ALONG THE NORTHERLY LINE OF SAID 0.612 ACRE TRACT, TO A MAGNETIC NAIL SET IN THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD;

THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 70.32 FEET, ALONG SAID EASERTERLY RIGHT-OF-WAY LINE OF WILSON ROAD, TO A MAGNETIC NAIL SET AT THE SOUTHWESTERLY CORNER OF A 1.273 ACRE TRACT CONVEYED TO HEAR 11 AND BANK BY DEED OF RECORD IN OFFICIAL RECORD 18312 E09;

THENCE SOUTH 75° 55' 28" EAST, A DISTANCE OF 106.07 FEET, ALONG THE SOUTHERLY LINE OF SAID 1.273 ACRE TRACT, TO A MAGNETIC NAIL SET AT A POINT OF CURVATURE AT THE SOUTHEASTERLY CORNER OF SAID 1.273 ACRE TRACT;

THENCE ALONG AN EASTERLY LINE OF SAID 1.273 ACRE TRACT AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 48,000 FEET, A CENTRAL ANGLE OF 106° 04' 48" AND A CHORD BEARING NORTH 510 06' 16" EAST, A CHORD DISTANCE OF 76.71 FEET, TO A MAGNETIC NAIL SET AT THE POINT OF TANGENCY;

THENCE NORTH 010 52, 58" WEST, A DISTANCE OF 216.41 FEET, CONTINUING ALONG AN EASTERLY LINE OF 1.273 ACRE TRACT, TO A MAGNETIC NAIL SET AT A POINT OF CURVATURE;

THENCE CONTINUING ALONG AN EASTERLYLINE OF SAID 1.273 ACRE TRACT AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 74° 13' 34" AND A CHORD BEARING NORTH 38° 57' 24" WEST, A CHORD DISTANCE OF 60.34 FEET, TO A MAGNETIC NAIL SET AT THE POINT OF TANGENCY AT THE NORTHEASTERLY CORNER OF SAID 1.273 ACRE TRACT;

THENCE NORTH 76° OR 39" WEST, A DISTANCE OF 44.43 FEET, ALONG THE NORTHERLY LINE OF SAID 1.273 ACRE TRACT, TO A MAGNETIC NAIL SET IN THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD;

THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 59.04 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD, TO A MAGNETIC NAIL SET AT THE SOUTHWESTERLY CORNER OF THE 0.627 ACRE TRACT TO BRUCE REED BY DEED OF RECORD IN INSTRUMENT NUMBER 200203040055601;

THENCE SOUTH 75° 57' 20" EAST, A DISTANCE OF 85.86 FEET, ALONG THE SOUTHERLY LINE OF SAID 0.627 ACRE TRACT, TO A RAILROAD SPIKE FOUND AT A POINT OF CURVATURE AT THE SOUTHEASTERLY CORNER OF SAID 0.627 ACRE TRACT;

THENCE ALONG AN EASTERLY LINE OF SAID 0.627 ACRE TRACT AND ALONG THE ARC OF (SAIL) CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET, A CENTRAL ANGLE OF 105° 57' 44" AND A CHORD BEARING NORTH 51° 03' 55" EAST, A CHORD DISTANCE OF 76.65 FEET, TO A MAGNETIC NAIL SET AT A POINT OF TANGENCY;

THENCE NORTH 01° 54' 50" WEST, A DISTANCE OF 92.37 FEET, CONTINUING ALONG AN EASTERLY LINE OF SAID 0.627 ACRE TRACT, TO A MAGNETIC NAIL SET AT THE NORTHEASTERLY CORNER OF SAID 0.627 ACRE TRACT;

THENCE NORTH 75° 57' 20" WEST, A DISTANCE OF 106.47 FEET, ALONG THE NORTHERLY LINE OF SAID 0.627 ACRE TRACT, TO AN IRON PIN FOUND IN THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD;

THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 147.66 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD, TO A MAGNETIC NAIL SET AT A COMMON CORNER OF SAID 35.975 ACRE TRACT AND THE 17.185 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER COMPANY BY DEED OF RECORD IN OFFICIAL RECORD 10041 311; THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE LINES COMMON TO SAID 35.975 AND 17.185 ACRE TRACTS:

1. THENCE SOUTH 76° 02' 23" EAST, A DISTANCE OF 190.75 FEET, TO A.P.K. NAIL FOUND;
2. THENCE NORTH 88° 05' 31" EAST, A DISTANCE OF 478.60 FEET, TO A MAGNETIC NAIL SET;
3. THENCE NORTH 84° 25' 47" EAST, A DISTANCE OF 232.73 FEET, TO AN IRON PIT SET AT A COMMON CORNER OF SAID 36.975 ACRE TRACT AND THE 7.676 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER COMPANY BY DEED OF RECORD IN OFFICIAL RECORD 7298 E14.

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE LINES COMMON TO SAID 35.975 AND 7.676 ACRE TRACTS;

1. THENCE SOUTH 03° 48' 20" EAST, A DISTANCE OF 208.70 FEET, TO AN IRON PIN SET AT A POINT ON A CURVE;
2. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 52° 01' 45" AND A CHORD BEARING SOUTH 27° 54' 31" EAST, A CHORD DISTANCE OF 285.09 FEET, TO AN IRON PIN SET AT A POINT OF TANGENCY;
3. THENCE SOUTH 01° 53' 40" EAST, A DISTANCE OF 610.00 FEET, TO AN IRON PIN SET;
4. THENCE SOUTH 33° 47' 45" EAST, A DISTANCE OF 100.00 FEET, TO AN IRON PIN SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE C.C.C. AND ST. LOUIS RAILROAD;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE C.C.C. AND ST. LOUIS RAILROAD:

1. THENCE SOUTH 56° 12' 08" WEST, A DISTANCE OF 178.58 FEET, TO AN IRON PIN SET;
2. THENCE SOUTH 88° 07' 23" WEST, A DISTANCE OF 75.66 FEET, TO A MAGNETIC NAIL SET;
3. THENCE SOUTH 56° 12' 08" WEST, A DISTANCE OF 443.50 FEET, TO AN IRON PIN SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID BROAD STREET; THENCE SOUTH 87° 58' 33" WEST, A DISTANCE OF 109.94 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY

LINE OF BROAD STREET, TO A MAGNETIC NAIL SET AT THE SOUTHEASTERLY CORNER OF THE 1.105 ACRE TRACT CONVEYED TO 3440 WEST BROAD, LLC, AN OHIO LIMITED LIABILITY COMPANY BY DEED OF RECORD IN INSTRUMENT NUMBER 199903120062159;

THENCE NORTH 01° 53' 45" WEST, A DISTANCE OF 275.00 FEET, ALONG THE EASTERLY LINE OF SAID 1.10 ACRE TRACT, TO A MAGNETIC NAIL SET AT THE NORTHEASTERLY CORNER OF SAID 1.105 ACRE TRACT;

THENCE SOUTH 87° 58' 33" WEST, A DISTANCE OF 320.00 FEET, ALONG THE NORTHERLY LINE OF SAID 1.105 ACRE TRACT, TO AN IRON PIN FOUND AT THE NORTHWESTERLY CORNER OF SAID 1.105 ACRE TRACT; THENCE SOUTH 01° 53' 45" EAST, A DISTANCE OF 275.00 FEET, ALONG THE WESTERLY LINE OF SAID 1.105 ACRE TRACT, TO A MAGNETIC NAIL SET IN THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF BROAD STREET; THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BROAD STREET:

1. THENCE SOUTH 87° 58' 33" WEST, A DISTANCE OF 52.25 FEET, TO A MAGNETIC NAIL SET;

2. THENCE NORTH 01° 53' 45" WEST, A DISTANCE OF 25.00 FEET, TO A MAGNETIC NAIL SET;

3. THENCE SOUTH 87° 58' 33" WEST, A DISTANCE OF 224.42 FEET, TO A P.K. NAIL FOUND AT THE SOUTHEASTERLY CORNER OF THE 0.926 ACRE TRACT CONVEYED TO THE OHIO NATIONAL BANK OF COLUMBUS BY DEED OF RECORD IN DEED BOOK 1884, PAGE 113;

THENCE NORTH 01° 52' 37" WEST, A DISTANCE OF 151.02 FEET, ALONG THE EASTERLY LINE OF SAID 0.926 ACRE TRACT, TO A MAGNETIC NAIL SET AT THE NORTHEASTERLY CORNER OF SAID 0.926 TRACT;

THENCE NORTH 75° 54' 07" WEST, A DISTANCE OF 150.08 FEET, ALONG THE NORTHERLY LINE OF SAID 0.926 ACRE TRACT, TO THE TRUE POINT OF BEGINNING, CONTAINING 34.558 ACRES, MORE OR LESS.

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE RIGHTS OF ACCESS, PARKING AND UTILITIES AS MORE PARTICULARLY SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTONS AS MORE PARTICULARLY SET FORTH IN INSTRUMENT NUMBER 200310310350292, RECORDER'S OFFICE, FRANKLIN, COUNTY, OHIO.

PARCEL TWO (TAX PARCEL NUMBER 010-191741)

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, LYING IN VIRGINIA MILITARY SURVEY NUMBER 3315, AND BEING PART OF THE REMAINDER OF THE ORIGINAL 83.470 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER CO., AN OHIO GENERAL PARTNERSHIOP BY DEED OF RECORD IN OFFICIAL RECORD 7298 E14, (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE, AT A POINT MARKING THE CENTERLINE INTERSECTION OF WILSON ROAD AND WEST BROAD STREET;

THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 574.20 FEET, WITH THE CENTERLINE OF SAID WILSON ROAD, TO A POINT;

THENCE SOUTH 75° 54' ~ EAST, A DISTANCE OF 50.00 FEET, ACROSS THE RIGHT-OF-WAY OF SAID WILSON ROAD, TO A MAGNETIC NAIL SET IN THE EASTERLY RIGHT-OF-WAY LINE THEREOF, BEING THE WESTERLY LINE OF SAID ORIGINAL 83.470 ACRE TRACT, AND AT A NORTHWESTERLY CORNER OF THE 34.558 ACRE TRACT CONVEYED TO GREAT WESTERN LIMITED, AN OHIO LIMITED, AN OHIO LIMITED LIABILITY COMPANY BY DEED OF RECORD IN INSTRUMENT NUMBER 200310310350294, BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 160.01 FEET, WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID WILSON ROAD AND THE WESTERLY LINE OF SAID ORIGINAL 83.470 ACRE TRACT, TO AN IRON PIN SET AT THE SOUTHWESTERLY CORNER OF THE 0.612 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER CO. BY DEED OF RECORD IN INSTRUMENT NUMBER 200307230227479;

THENCE SOUTH 75° 54' ~ EAST, A DISTANCE OF 131.47 FEET, WITH THE SOUTHERLY LINE SAID 0.612 ACRE TRACT, TO A MAGNETIC NAIL SET IN A WESTERLY LINE OF SAID 34.558 ACRE TRACT AT THE SOUTHEASTERLY CORNER THEREOF;

THENCE WITH THE WESTERLY LINES OF SAID 34.558 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 26° 57' 08" WEST, A DISTANCE OF 104.30 FEET, TO A MAGNETIC NAIL SET AT A POINT OF CURVATURE; WITH THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 77° 08' 57", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 100.99 FEET AND A CHORD WHICH BEARS SOUTH 65° 31' 34" WEST, A CHORD DISTANCE OF 93.53 FEET, TO A MAGNETIC NAIL SET AT A POINT OF TANGENCY; NORTH 75° 54' 00" WEST, A DISTANCE OF 35.15 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 0.400 ACRES, MORE OR LESS.

PARCEL THREE (TAX PARCEL NUMBER 010-267287)

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, LYING IN VIRGINIA MILITARY SURVEY NUMBER 3315 AND BEING PART OF THE 17.185 ACRE TRACT CONVEYED TO GREAT WESTERN SHOPPING CENTER CO. BY DEED OF RECORD IN OFFICIAL RECORD 10041, PAGE 311, (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN FOR REFERENCE AT A POINT MARKING THE CENTERLINE INTERSECTION OF WEST BROAD STREET AND WILSON ROAD; THENCE NORTH 14° 06' 00" EAST, A DISTANCE OF 734.53 FEET, ALONG SAID CENTERLINE OF WILSON ROAD, TO A POINT; THENCE SOUTH 76° 54' 00" EAST, A DISTANCE OF 60.00 FEET, ACROSS SAID WILSON ROAD RIGHT-OF-WAY, TO AN IRON PIN FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD. SAID IRON PIN BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH  $14^{\circ} 06' 00''$  EAST, A DISTANCE OF 181.00 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILSON ROAD, TO AN IRON PIN SET; THE FOLLOWING FOUR (4) COURSES AND DISTANCES ACROSS SAID 17.185 ACRE TRACT:

1. THENCE  $601)11-$  ( $75^{\circ} 54' 00''$  EAST, A DISTANCE OF 110.07 FEET, TO A MAGNETIC NAIL SET AT A POINT OF CURVATURE;

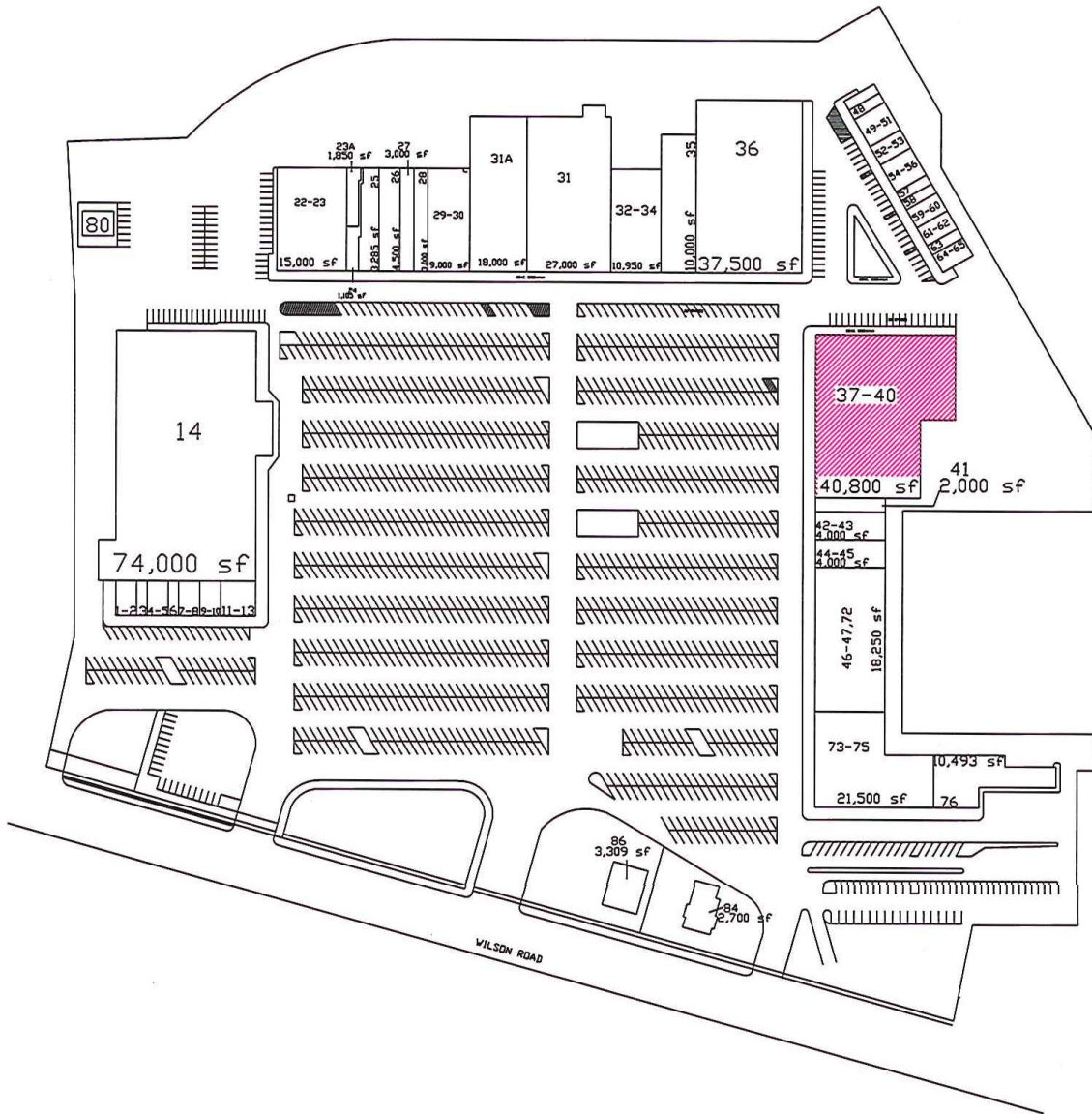
2. THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $102^{\circ} 51' 08''$ , A RADIUS OF 50.00 FEET AND A CHORD BEARING SOUTH  $24^{\circ} 28' 26''$  EAST, A CHORD DISTANCE OF 78.18 FEET, TO A MAGNETIC NAIL SET AT THE POINT OF TANGENCY;

3. THENCE SOUTH  $26^{\circ} 57' 08''$  WEST, A DISTANCE OF 122.96 FEET, TO A MAGNETIC NAIL SET;

4. THENCE NORTH  $75^{\circ} 54' 00''$  WEST, A DISTANCE OF 131.47 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 0.612 ACRES, MORE OR LESS.

EXHIBIT "B"




Site Plan



<b>School Name:</b>	<b>Zenith Academy West</b>	<b>Date:</b>	<b>4/2/2015</b>
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### 6.3a Mission, Vision, Philosophy

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

 <b>Mission</b>	6.3a	<p><b>1) MISSION: The specific intent of the school - 1) student focused; 2) intent of the school; 3) includes all students; 4) directs the work of the Board; 5) clear and concise.</b></p> <p><b>State the school's clear, concise, and compelling mission statement that describes its specific intent/purpose.</b></p>
<p>Zenith Academy West's mission is determined by the Board of Directors in collaboration with ZAW staff, parents, and community and serves to provide high-quality, global conscious and competency-based education programs from Kindergarten to 8<sup>th</sup> grade. In partnership with parents and the community, ZAW will graduate students who are successful, life-long learners and responsible citizens of their school, community, neighborhoods, and beyond.</p> <p>ZAW will meet the needs of the growing diverse population of Central Ohio, including the special student population groups that are challenged by Limited English Proficiency (LEP) and come with interrupted educational backgrounds. The BOD will establish policies to accomplish the stated mission and then demand evidence that the policies are being followed. The mission of ZAW will direct and guide the work and decision making of the BOD and will be carried out through the appointment of an appropriate superintendent, who will serve as a Single Point of Contact and will attend every single board meeting.</p>		
 <b>Vision</b>	6.3a	<p><b>2) VISION: The anticipation of the operation, function and success of the school over time - 1) innovative approach; 2) student and time / future focused; 3) directs the work of the Board over time; 4) aligned to the mission.</b></p> <p><b>State the school's clear, concise, and compelling vision statement that describes the anticipated operation, function and success of the school over time.</b></p>
<p>In addition to emphasis on quality education, ZAW will serve to reinforce good character traits (universal values) and citizenship integrated throughout the curriculum. Students will be provided with real-life examples, which will serve to demonstrate that values are important every day, in every circumstance, and play a role in every decision we make. The Board of Directors will utilize the vision to guide decision making, direct their work, and to ensure a nurturing environment at ZAW, created by the small class size, personal attention by the teachers, and personalized instruction to meet the needs of each student, should result in academic success and increased self-esteem.</p>		
 <b>Philosophy</b>	6.3a	<p><b>3) PHILOSOPHY: The principles and beliefs by which the school will operate – 1) incorporates all aspects of the mission and vision; 2) illustrates innovative approach; 3) clarifies target population; 4) describes benefits for all students; 5) explains how the Board will encompass the vision, mission, and philosophy to direct the operation of the school.</b></p> <p><b>State the school's clear, concise, and compelling philosophy that describes the values and beliefs by which the school will operate.</b></p>
<p>Zenith Academy West (ZAW) BOD and staff reaffirms the belief that school is a second home where children's overall character and cognitive development are cultivated. Teachers are the agents who make such development possible. In that spirit, ZAW is committed to removing barriers of access to equal education for parents by establishing a parent-friendly environment and rigorous educational programs. ZAW educational programs are designed to address and meet the academic and character-development needs of its diverse student population through a student-centered academic improvement and character education plan.</p>		

The character education component is designed to encourage the participation and integration of parents and the community in the academic and character development of their children. Universally accepted common values will be utilized and highlighted in the character development program to ensure program neutrality. Features such as small classes and after-school programs geared towards academic excellence and English language proficiency will be available to meet the needs of all students.

The Zenith Academy BOD embraces the mission, vision, and philosophy of the school and ensures that policies, procedures, structures and goals align to these guiding principles and beliefs.

# ZENITH ACADEMY WEST MISSION STATEMENT, VISION STATEMENT, PHILOSOPHY

## **Mission**

Zenith Academy West's mission is determined by the Board of Directors in collaboration with ZAW staff, parents, and community and serves to provide high-quality, global conscious and competency-based education programs from Kindergarten to 8<sup>th</sup> grade. In partnership with parents and the community, ZAW will graduate students who are successful, life-long learners and responsible citizens of their school, community, neighborhoods, and beyond.

ZAW will meet the needs of the growing diverse population of Central Ohio, including the special student population groups that are challenged by Limited English Proficiency (LEP) and come with interrupted educational backgrounds. The BOD will establish policies to accomplish the stated mission and then demand evidence that the policies are being followed. The mission of ZAW will direct and guide the work and decision making of the BOD and will be carried out through the appointment of an appropriate superintendent, who will serve as a Single Point of Contact and will attend every single board meeting.

## **Vision**

In addition to emphasis on quality education, ZAW will serve to reinforce good character traits (universal values) and citizenship integrated throughout the curriculum. Students will be provided with real-life examples, which will serve to demonstrate that values are important every day, in every circumstance, and play a role in every decision we make. The Board of Directors will utilize the vision to guide decision making, direct their work, and to ensure a nurturing environment at ZAW, through creation of small class size, personal attention by the teachers, and personalized instruction to meet the needs of each student. This should result in high academic success and increased self-esteem for the students.

## **Philosophy**

Zenith Academy West (ZAW) BOD and staff reaffirms the belief that school is a second home where children's overall character and cognitive development are cultivated. Teachers are the agents who make such development possible. In that spirit, ZAW is committed to removing barriers of access to equal education for parents by establishing a parent-friendly environment and rigorous educational programs. ZAW educational programs are designed to address and meet the academic and character-development needs of its diverse student population through a student-centered academic improvement and character education plan.


The character education component is designed to encourage the participation and integration of parents and the community in the academic and character development of their children

Universally accepted common values will be utilized and highlighted in the character development program ensure program neutrality. Features such as small classes and after-school programs geared towards academic excellence and English language proficiency will be available to meet the needs of all students.

The Zenith Academy BOD embraces the mission, vision, and philosophy of the school and ensures that policies, procedures, structures and goals align to these guiding principles and beliefs.

**6.3b Curriculum**

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. *What are the learning goals for students at your school?* The curriculum is to be research-based. *What evidence supports the effectiveness of the learning students will experience?* With strong evidence and great detail, each of the items below should be addressed.

 Curriculum	6.3b	1) Provide a detailed description of the curriculum including English/Language Arts, Science, Social Studies, Mathematics, and any other content area. The curriculum should describe the specific learning outcomes students are achieve in <u>all</u> content areas offered by the school.
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### *Curriculum*

All areas of Zenith Academy West's curriculum will be assessed using short cycle assessments every 4.5 weeks, formative assessments, and summative assessments. Each type of assessment provides teachers with different data that can be used to build upon existing curriculum and adapt texts to suit the needs of all our students, specifically those needing ESL services, IEP accommodations, or those considered at-risk. Assessment data analysis will occur after each testing cycle and results will be provided to the administration and teacher teams for review. From the results, teachers will then adjust their plans to re-teach, integrate, and build upon content as necessary.

### *Language Arts Curriculum*

The English language arts curriculum is designed as a matrix consisting of four language processes along one axis and four dimensions of language along the other. Together, they constitute the strands upon which the model is structured.

The curriculum is arranged so that appropriate instruction in language structure, meaning construction, application, and the multidisciplinary nature of language will be provided for reading, writing, listening/visual literacy, and oral communication. The strands are arranged separately to assure that all are taught. Teachers, however, should take advantage of every opportunity to translate the separate strands into an integrated language arts program as they develop lessons and/or units to implement the curriculum.

It is important to recognize that the best way to provide language arts instruction is integrate the strands as students use language for authentic purposes and audiences. This integration often occurs most successfully in an interdisciplinary setting where students have a real purpose and audience for their language learning.

Language arts programs should support character education, through discussion of pertinent topics such as:

- Compassion: Students should show care, concern, and empathy for the needs of other persons without regard and/or physical and mental condition.
- Courtesy: Students should display good manners and politeness, showing the same respect for others, as they would wish for themselves.
- Tolerance: Students should strive to discover and learn about people who are different from them and about cultures different from their own.
- Honesty: Students should be truthful and trustworthy in their relationships with others.
- Self-Discipline: Students should realize the motivations for their actions and give priority to duties and responsibilities rather than to conflicting impulses and desires, being willing to sacrifice present satisfaction in order to receive long-term benefits.
- Self-Respect: Students should consider the person within themselves, realize their worth and dignity as human beings, and account for their strengths as well as their weaknesses.
- Responsibility: Students should exercise sound thinking and good judgment, as they are personally and ethically accountable for their actions. Students should work with others to strengthen the family and improve their community, the state, the nation, and the world for the common good.

Courage: Students should develop inner strength and stability to draw upon in times of adversity.

Diligence: Students should pursue worthwhile endeavors, showing persistence, care, and effort.

Integrity: Students should acquire sound values, and making them their own, seek to live up to them in a consistent manner.

Character traits such as compassion, tolerance, self-respect, and responsibility are especially evident in the multidisciplinary dimension of the curriculum. Courtesy is a constant in oral communication and listening, and is evident in such objectives as, "The learner will demonstrate respect for the rights of speakers." Honesty, self-discipline, courage, diligence, and integrity are promoted and reinforced throughout the curriculum.

#### *Program goals*

1. The program will enable students to achieve proficient level of mastery or higher on the Current Next Generation Assessments for 2014-15 and beyond.
2. The program will encourage learners to develop and use an expanding knowledge base and essential processes for effective communication through reading, writing, listening, viewing, and speaking.
3. The program will encourage learners to construct meaning and apply critical and analytical thinking strategies when engaged in reading, writing, listening, speaking, or viewing.
4. The program will encourage learners to become proficient in the selection, comprehension, and appreciation of good literature with a focus on nonfiction.
5. The program will allow learners to participate in a community of learners that supports multidisciplinary learning and the use of technology and media.
6. All students engage in independent reading programs which are tailored to their individual interest, needs, and personalities, and which are supported by classroom, school, and community libraries.
7. The program will provide learners self-assessment to improve their work and adapt what they have learned to other situations.
8. Students learn and use a variety of reading comprehension strategies and with the help of the teacher, learn to monitor and adjust their own strategies to better comprehend what they encounter in print.
9. Students become aware that writing is a means clarifying thinking and that it is a process which embodies several stages, including prewriting, drafting, receiving responses, revising, editing, and post writing activities, including evaluation.
10. The program will allow learners to understand, accept and appreciate cultural diversity through a great variety of reading language experiences.
11. The program will allow learners to imagine and value worlds other than their own.

In the English/language arts curriculum (as taken from "NCTE's Position on the Teaching of English: Assumptions and practices," Working Paper Developed by the Elementary, Secondary, and College Sections, 1988-89, for Planning and Articulation by Council Constituencies) students should have guidance and frequent opportunities to:

1. read whole texts in their original versions, sharing written and oral meanings, not simply supplying workbook answers or responses to predetermined questions.
2. read texts by authors of diverse backgrounds: e.g., ethnic, racial, gender, age
3. bring their own cultural values, languages, and knowledge to their classroom reading and writing
4. collaborate in writing many whole texts, not answers to exercises
5. read and write different kinds of texts for different readers; personal essays, informative writing, literature, and persuasive writing
6. learn grammar and usage by studying how their own language works in context
7. work with teachers and other students as a community of learners, observing their teachers as readers and writers
8. experience the interaction of reading, speaking, listening, and writing as reasoning and communicating acts

9. have their work assessed by many measures;
  - a) portfolios of their writing
  - b) extended oral and written responses to reading
  - c) essay tests with sufficient time for planning and revising, scored by a variety of means: holistic, primary trait, analytic
  - d) records of reading in class and outside class
  - e) one-to-one or small group conferences
10. encounter and critique a diversity of print materials- books, signs, posters, brochures, and so forth
11. have their own work shared, displayed, or published

### Arabic Curriculum

Arabic is one of the six languages used to conduct official business at the United Nations. It is spoken by around a billion people world wide, not just where it is the dominant language, the Middle East, but also throughout Africa and Asia where it is a common second language. As such, in depth knowledge of this language and the cultural implications attached to it are important to Americans interested in economic and cultural communication in the global community.

The Arabic studied will be standard modern Arabic. While regional spoken dialects exist all over the world, the standard is the language is the norm for all educated Arabic speakers.

A successful Arabic curriculum inspires the student to overcome fear of embarrassment to enjoy attempting to express him/herself in the language. Games, songs, art projects, and simple rhymes and stories familiarize a student with the sounds of the language and an interest in solving the puzzle to understand it. They also offer the first opportunities to practice speaking the language and gain confidence in pronunciation. Arabic is rich in the use of calligraphy as an art form. Expanding out from this artwork, the student learns to read and write the alphabet and words, increasing his/her ability to express him/herself. Arabic is presented as a means to communicate and share with others and many opportunities to express oneself must be made at all levels of the curriculum. The ability grows in complexity as the child is exposed to more and more experiences and gradually formal grammar is introduced.

### Goals of Arabic Curriculum

The student will reach the level to be able to

- speak in a clear understandable manner
- understand and be able to participate in general conversation using the manners of the language
- read and comprehend newspapers and articles in Arabic and discuss important topics
- write with readable handwriting and grammar in response to general topic questions
- understand the cultural context of Arabic speech and writing

### Arabic Enrichment

The Arabic enrichment class offered will be separate from the Arabic class. It will combine elements of the Arabic, Social Studies, Art, and Physical Education curriculums in a variety of special projects to provide increased opportunities to practice the usage of Arabic and expand knowledge of the Arab world.

### Social Studies Curriculum

Social studies curriculum prepares students to understand the social, economic, cultural, and religious world around them. It makes them aware of the past and present and helps them to visualize the future. Students should appreciate the interdependence of people, their multiple needs and wants and their dependence upon a world of limited resources.

Five strands, history, geography, economics, people and culture, and government and citizenship, form a framework that engages the student in learning activities that include information gathering and interpretation, collaborative problem-solving and decision making, awareness of global interdependence and multicultural diversity. As students enter school, they learn about themselves and the small social and economic world around their immediate experience. Gradually they grow in awareness of the larger and larger and more complex world.

With guidance following the social studies curriculum, the student will:

- demonstrate the abilities necessary to work with others, make informed judgments and decisions, and act in accordance with the principles and values of our democratic society.
- acquire an awareness and appreciation of the historic foundations, both in America and worldwide, that have contributed to our present successes and challenges.
- develop a sense of responsibility and commitment, both as citizens of a global community and members of a neighborhood to economic justice, multicultural diversity, and protection and care for the environment.
- acquire and apply the essential skills and content knowledge in each of the five social studies strands, i.e. history, geography, economics, government and citizenship, and people and cultures.
- develop a sense of political responsibility to actively participate in the political process and to bring values into the discussion of public issues.
- utilize and analyze a range of resources, including technology, in the development of skills and the acquisition of information.
- learn to view themselves and their lives as both history in the making, and as instruments of this generation to bring about the transformation of modern culture.
- recognize the interdependence of the global community and translate that awareness into direct action as responsible, productive citizens for the service of others.

### Art Education

The enjoyment of life that each culture resonates is reflected in its dance, theater, music, and visual arts. The planning and teaching of the arts should concentrate on the uses, meaning, and value they play in people's lives. When we can appreciate the arts of another culture, we can appreciate the people who created that art, and we can break down the barriers of communication among people. The arts communicate even when we don't have language in common, and in today's global world, we are seeing a greater reliance on nonverbal communication, on various uses of art.

The arts contribute to the educational development of learners through the affective, cognitive, and psychomotor domains. They teach quality and craftsmanship. The understandings and insights, the products and performances, which result from this developmental process, should be focused on learning to learn as a lifelong activity. The integrity of each discipline should be maintained as a mode of artistic expression. This facilitates and encourages different learning styles. Students should therefore be provided with a variety of arts experiences that promote higher level thinking opportunities. These experiences should be integrated throughout the course of study in a framework that includes aesthetics, criticism, history, and production/performance. In addition, both technological and traditional forms of artistic expression should be highlighted throughout the educational program.

Students will study the arts as they reflect the cultures and history of the world and will participate in simple forms of folk art according to their age and ability, with special emphasis on folk art from the Middle East.

### Science Curriculum

Understanding the world around us takes place on many levels. Science is a reflection on the material world, the physical, living, and earth/space systems. The content of science instruction is learned by actively engaging students in a process of inquiry, hands-on investigation, and emphasis on higher order thinking skills.

### **Goals of Science Instruction**

Since values should be integrated into modern life, scientific study should:

- foster a sense of hope, reverence and gratitude for creation
- promote the value of critical reflection and the challenging pursuit of knowledge and understanding
- develop a sense of the dignity of the human person
- respect life in all its forms
- promote scientific inquiry for all students
- provide scientific literacy skills from which the student will be able to perceive the underlying structure, orderliness, and interrelations of the natural and physical world
- promote scientific curiosity and imagination
- develop an inquiry approach to problem-solving
- promote ethical behavior while participating in scientific inquiry.
- promote the concept of interdependence essential to community
- demonstrate the value of scientific observation as an unbiased tool
- promote the development of collaborative skills and stresses the value of individual contribution
- promote the concept of diversity necessary to the vitality of local and global communities.
- actively engage students in discovery learning
- incorporate learning strategies which emphasize multiple intelligences, higher order thinking skills, and a variety of learning styles
- encourage growth in self-esteem and the ability to take risk
- develop a sense of curiosity
- promote a collaborative, hands-on model of scientific investigation
- be interdisciplinary in approach and content
- assist students to apply scientific principles to life situations
- integrate the use of technology as a tool to enhance instruction.
- emphasize the just distribution of the world's resources
- foster an awareness of the need for individual and communal responsibility for the care of all people
- teach that scientific knowledge is to be used responsibly for the benefit of others.

*General topic assignments for science*

Kindergarten – matter, paper, fabric, and wood, day/night, seasons, animals, geology

1<sup>st</sup> Grade – solids & liquids, plant cycles, geology, pebbles, rocks, silt, beginning energy study

2<sup>nd</sup> Grade – balance & motion, air & weather, insects

3<sup>rd</sup> Grade – measurement, water, humans & environment, simple and compound machines

4<sup>th</sup> Grade - patterns of change, matter, structure, balances, earth, moon & sun, changes over time, geology, weathering, and sound

5<sup>th</sup> Grade – ecosystems, atmosphere, energy & simple systems, electricity, light, magnets, beginning chemistry, understanding flight

6<sup>th</sup> Grade - geology, solar system, physical and chemical properties of substances, scientific method, energy transfer, laws of motion, data acquisition and interpretation

7<sup>th</sup> Grade - life structures, botany, DNA, life cycles, heredity, models, systems, stability, patterns of change, scale structure, biomes, ecosystems

8<sup>th</sup> Grade - earth science, oceanography and fresh water studies, interaction of land and water, wave energy, solar energy, currents, weather models, universe system, human impact on earth.

### Mathematics Curriculum

Patterns, relations, and functions, problem solving strategies, numbers and number relations, geometry, algebra, measurement, estimation and mental computation, data analysis and probability, the topics of mathematics are essential to training the mind to logical thought processes, to making order out of the chaos of facts and ideas that overwhelm the modern world. A successful mathematics curriculum prepares all students to be mathematically literate with the abilities to communicate mathematically and apply the underlying concepts in this subject area to other subject areas and real-life applications. In addition, such a curriculum would contribute to each student's preparation to participate in his or her increasingly technological world.

### *Goals of Mathematics Instruction*

*The student will:*

- demonstrate a mastery of mathematical skills and concepts.
- apply disciplined reasoning and appropriate methodology to problem solving situations.
- understand and explore relationships within the structure of mathematics
- communicate mathematically.
- choose and utilize appropriate technologies, including a calculator and/or computer.
- integrate mathematical concepts into other disciplines
- develop the ability to work cooperatively to solve real world problems.
- develop a positive attitude towards mathematics and confidence in his/her own mathematical ability.
- make connections between mathematical concepts and daily life
- incorporate mathematical concepts into the life-long learning process.
- value mathematics as a vital tool in contemporary society.

### Physical Education Curriculum

The emphasis on physical education as a part of the child's total development deals not only with the physical, mental, and social well-being of an individual but also is a tool for teaching moral character. In order to judge physical education as an effective educational tool, there should be a continuum of program

development based on competency in total fitness, motor skills and movement, and lifetime sports and leisure skills. Through physical education, each individual will develop an attitude of cooperation and helpfulness that will promote a good interpersonal relationship among their peers.

#### *Goals of Physical Education*

The student will:

- know that total fitness is necessary for a good, healthy and happy life. This will include personal fitness, heart health, flexibility, and muscular strength and endurance.
- develop fundamental motor skills and movement. These will include body image and self-concept, loco-motor skills, manipulatives and general space.
- learn lifetime sport and leisure skills. These will include individual activities, group activities, sports, dance and safety skills.
- develop the habit of good sportsmanship, with leadership and team player experience
- develop self-discipline and responsibility
- develop personal skills of strength, agility, flexibility, coordination, and speed

#### *Goals of Health and Safety*

When the child explores the self, the microcosm of the human organism reflects the world at large. The human body, its care and maintenance, requires factual understanding of the body systems and their relationship to one another. However, the function of the human body requires knowledge of external components relating to the needs of the body. Exercise, the right foods, personal hygiene and safety, etc. enhance the functioning of the body systems, and it is knowledge of these external conditioning factors which is essential to the good life of the child.

Areas covered include:

- Self-concept and relationships
- Consumer and personal health
- Human growth and development
- substance abuse
- Safety Education
- Nutrition
- People and the environment

#### **6.3b**

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

The curriculum used focuses instruction on the firm research-base of integrating content in all content areas while focusing on vocabulary development, writing across the curriculum, reading comprehension strategies, inferences, and thinking beyond. All curriculum and instruction focuses on addressing all levels in Webb's Depths of Knowledge. This is especially necessary in dealing with our ELL population. Effective instructional practices and effective delivery of curriculum are vital to student success. Methods of instruction at ZAW Schools support the need for developing 21st century skills; skills such as Information and Communication Technologies (ICT), using technology in instruction as a tool for learning and developing digital literacy, and developing soft skills. The basic components of ICT are: (1) finding out information; (2) developing ideas and making things happen; (3) exchanging and sharing information; and (4) reviewing, modifying, and evaluating work in process. To support the ICT components, Ohio Common Core Standards, and the STEM platform, teachers, most often, instruct students in a way that is more like coaching than dictating. Students are encouraged to research and experiment independently and in teams in order to complete real-world projects necessary for promotion; promoting ownership and responsibility for learning. Instruction is delivered in inquiry- and problem-based methods that require students to think critically and engage in knowledge seeking activities. Hallmarks of the STEM platform teaching strategies employed at ZA Schools include interdisciplinary and cross curricular approaches that deliberately link content and modes of inquiry; project-based learning that requires students think deeply about what they have learned and build knowledge relevant and connected to their lives; and integrated technology as a tool for creating personalized and productive learning as well as supporting and

measuring student performance. Aligned scientifically-based materials designed to support these goals as well as provide all students, including ELL learners and students with disabilities, with high interest, engaging learning tools to achieve PPOs in all subareas of math (geometry, algebra, number sense, data analysis, and measurement), reading (informational text) and academic literacy, and science (problem solving skills) are utilized. ZAW utilizes a bilingual instructional support for ELLs as supported by Collier and Thomas (2004) who maintain that ELLs need curricular mainstream instruction through 2 languages in order to make more than 1 yr. progress in each yr and effectively close the achievement gap. Utilizing the empirically validated Sheltered Instruction Observation Protocol (SIOP), effective ELL practices at ZA contain explicit content and language PPOs, frequent opportunities to interact with teacher and other students; and explicit vocab. development with words repeatedly written, pronounced, modeled, and used in context. Strategies are interwoven into the district-wide curriculum and supported by accompanying non-fiction texts.


**6.3b**

**3) Provide evidence of alignment of the school's curriculum to mission, vision and philosophy**

Our curriculum is student-focused. All instruction addresses meeting the needs of each individual student through a variety of differentiation techniques. Further supplemental materials are pulled in as needed to address the needs of each student. In addition, Zenith is pushing for more technology in all instruction as it looks towards the future educational goals of the state. Communication of current gaps and needs will be reviewed with the Board along with suggested curriculum supplements and professional development for their approval.

### 6.3c Curriculum Alignment

The curriculum that a school provides must be aligned with Ohio's New Learning Standards for English/Language Arts, Math, Science, Social Studies and other content areas provided in the school. With strong evidence and great detail, each of the items below should be addressed.

 Curriculum Alignment with Ohio's New Learning Standards	6.3c	<b>1) Provide evidence of the curriculum's alignment to Ohio's New Learning Standards.</b>
<p>The instructional program will be based off curriculum maps formed from the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards and employ a variety of instructional methods, to maintain student interest, meet a variety of students' needs, and challenge all students to a higher level of achievement. Teachers will track their instructional progress each 9 weeks and reevaluate their progress in comparison with curriculum maps. Yearly reviews of curriculum maps will allow for adjustments to be made to accommodate new resources, changes in state standards and assessments, and concurrent changes in curriculum.</p> <ul style="list-style-type: none"> <li>• small and large group instruction</li> <li>• individualized instruction</li> <li>• computer assisted instruction</li> <li>• field trips, guest speakers and special presentations</li> <li>• short cycle assessments every 4.5 weeks to assess unit and comprehensive mastery of standards taught</li> <li>• a full period per day for special assistance for any student and flexible assignment to this assistance</li> <li>• technology incorporation utilizing Chromebook carts, interactive whiteboards, and projectors</li> </ul> <p>Teachers will use daily written lesson plans that specifically mention daily objectives, standards posted in the classroom being taught, methods used to differentiate lessons to all abilities and learning styles, appeal to multiple intelligences, and provide daily formative and/or summative assessment. Indicator ladders will be consulted to make sure instruction is building on students' prior knowledge. Recent textbooks addressing basic skills, library resources and academic software programs will be utilized in teachers' daily lessons. There will be periodic evaluation of student work through class work, classroom discussions and activities, assessments, and weekly correspondence between teachers and parents.</p> <p>The principal will collect lesson plans weekly and critique daily lesson plans to be sure objectives are being met. Formal and informal observations and walk-throughs will assist teacher evaluation. Teachers and principal will review the broad goals and objectives each month and address any issues of concern. Upon receiving the scores from standardized testing, the strengths and weaknesses of students and classes will be reviewed for indications of any needed changes.</p> <p>A mentoring program will be implemented with Ohio Department of Education trained mentors. Mentors will work specifically with new teachers to work on classroom management, lesson preparation and implementation, and address any other needs as they arrive. These will all be maintained and evaluated through observations, weekly interactive journals, and meetings.</p> <p>Administration will establish a Community School Leadership Team (CSLT) consisting of administrators and teachers. The CSLT will assist in walk-throughs and staff development as they work to analyze student achievement school-wide and set in place plans to improve as needed Zenith Academy West in assessment scores, discipline occurrences, attendance concerns, community support, teacher retention, and professional development based on the school's OIP.</p>		
	6.3c	<b>2) Provide a detailed description of the development process for curriculum maps and pacing guides used in your school.</b>

## 2015-2016 St. Aloysius Sponsorship Contract Education Plan Attachment

Curriculum maps and pacing guides are collaborated on among all Zenith schools in which teams of teachers deconstruct the New State Standards, compare them to the used curriculum, and map out the year. Updated versions are available each August to all teachers. Throughout the year, the maps and pacing guides are considered a working document in which a teacher makes notes and adjustments based upon the year, the curriculum and standards changes, etc. During work days in June, the maps and pacing guides are then collaborated on again with the grade level team across buildings. This yearly review will be done by TBT's collaborating with their data collected throughout the year. The teams will address gaps in the curriculum and create a plan for implementation of new lessons to address the identified needs.

**6.3c**

**3) Explain what specific Information is to be included in model unit and lesson plan template and rationale.**

Teachers have flexibility on the lesson plan template they utilize as it has been found that different formats work for different teachers. However, all teachers are expected to have all of the following components included in their chosen units and lesson plans: state standards/ I Can statements, procedures, materials, assessment method, differentiation used, technology components. These components are selected as they are good practice, compose the state recommended model, align with the teacher's curriculum maps and pacing guides, and allow administration to see at a glance all components being incorporated in daily.

## I. FOCUS OF THE CURRICULUM

1. Curriculum: ZAW will use the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards as the basis to develop its curriculum and instruction for kindergarten through grade ninth. Alignment with the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards ensures student preparation for the current Next Generation Assessments for 2014-15 and beyond. ZAW's standards based curriculum is teacher developed and utilizes textbooks that provide alternatives for differentiating instruction. A curriculum basis that is aligned to the curriculum, texts, and state standards will be provided in the form of scope and sequence curriculum maps from ZAW-East's sister school (Zenith Academy). The curriculum will be sequentially developed for kindergarten through grade ninth, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas:

- Language Arts (Reading, Composition, Listening, Visual Literacy, and Oral Communication)
- Math
- Science
- Social Studies, including Citizenship
- The Arts
- Physical Education/Health & Safety

The objectives for each subject, at each grade level (K - 8), are available on the Ohio Department of Education website. Professional Development done by experienced teachers in the ZAW district will be provided to train staff in the use of all existing curriculum before the school year starts. Professional Development opportunities throughout the school year will be provided to help staff add to the curriculum with supplemental methods and resources, strategies for effective classroom practices, and differentiation methods.

To meet the needs of LEP students, special instructional methods will be utilized –(Available at the school site as ATTACHMENT IV).

2. Character Education Program: In addition, ZAW will integrate Character Education throughout its curriculum. This aspect of the program is critical to the identity and overall success of ZAW. The program is available in its entirety as (ATTACHMENT II at the school premises.)

3. Arabic Languages: Arabic is one of the six languages used to conduct official business at the United Nations. In depth knowledge of this languages and the cultural implications attached to it are important to Americans interested in economic and cultural communication in the global community. The Arabic program will be based on the standard modern languages prevalent today and is available as ATTACHMENT III.

## II. INSTRUCTIONAL DELIVERY METHODS

1. Methods. Zenith Academy West will employ a variety of instructional methods (LEP policy and instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest and to challenge all students to strive for academic excellence. Teaching students skills in each curriculum area will be accomplished in single or multi-grade classrooms through the following instructional techniques:

- self-contained classrooms
- small and large group instruction
- individualized instruction (tutoring)
- computer-assisted instruction
- cooperative learning

- English as a second language instruction
- field trips, guest speakers and special presentations
- multi-media instruction
- a certificated/ESL endorsed teacher in each classroom, supplemented by assistant teachers aides, and specialty teachers where necessary and appropriate
- short cycle, formative, and summative assessments with a full analysis of the data to help inform instruction and create individualized, differentiated instruction for students to raise academic achievement

When multi-grade classrooms are utilized, grade level curriculum maps and standards will be consulted to form a new scope and sequence that integrates the two levels of new standards as cohesively as possible. The individual needs of each grade level and individual students will be met using methods such as differentiated instruction, cooperative learning, reading and writing workshop, teacher and peer modeling, and technology based programs that accommodate to various grades and levels, such as Study Island.

2. Materials. Instructional materials and resources will include:

- teacher lesson plans that specifically provide details of differentiation, multiple intelligences, and formative and summative assessment strategies
- current textbooks, workbooks and worksheets aligned with the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards
- Primary Grades: Harcourt Trophies Reading, Houghton Mifflin Harcourt Math Expressions, Harcourt Science, Harcourt Social Studies
- Middle School Grades: McMillan McGraw Hill and McDougal Littell Reading along with supplemental novels, McMillan McGraw Hill and McDougal Littell Math, McMillan McGraw Hill and McDougal Littell Social Studies, Holt Science
- academic software programs, such as Study Island, PLATO, word processing, and video conferencing
- integration of Character Education throughout the curriculum

### III. EXIT GOALS

Students graduating from Zenith Academy West will successfully:

1. Complete and pass with a 70% or higher on classroom assignments with little assistance from the teacher.
2. Pass teacher constructed summative tests with at least 80% accuracy.
3. Respond orally to questions pertaining to "grade level" material with a clear understanding of what is being asked in at least 85% of classroom discussions as tracked by the classroom teacher.
4. Acquire and apply the essential skills in each of the curriculum areas that have been presented at "grade level," as assessed through short-cycle assessments every 4.5 weeks with a passage rate of at least 75%.
5. Integrate and apply the skills learned in each area of the curriculum with interdisciplinary activities, such as a content area specific research paper where knowledge in all content areas is displayed with at least 80% accuracy.
6. Complete homework assignments independently, accurately, and on time at least 95% of the time in all content areas.
7. Ask questions and seek assistance from the teacher in order to receive extra help and intervention that will allow for mastering the material taught when scores received on assignments and/or assessments were lower than 70%.
8. Pass with a passing score or higher on the current OAA for 2013-14 and Next Generation Assessments for 2014-15 and beyond.

9. Work cooperatively with one another by integrating the character development education/values learned in 95% of classroom and school interactions.
10. Use keyboarding, word processing, computing and computer research skills effectively to complete classroom assignments in 100% of assignments given whether provided with a specific topic by the teacher or content topic is student selected.
11. Read fluently for comprehension, oral presentation and building vocabulary with 85% accuracy on grade level content.

## VI. SPECIAL NEEDS SERVICES, SUPPORTS AND SERVICE DELIVERY PLAN

Policies and procedures for the education of children with disabilities which comply with ORC Chapter 3323 and PL 105-17, Individuals with Disabilities Education Act (I.D.E.A.), will be adopted and implemented. The school will operate in accordance with these procedures for the duration of the contract. Zenith Academy West will collaborate with the Central Ohio Special Education Service Center in developing these procedures.

General Philosophy Regarding Gifted & Talented Students, Students with Special Needs and Students with Limited English Proficiency. Zenith Academy West believes that all children can and will learn if they are provided with a safe, nurturing and caring educational environment. All students entering the school will be screened for hearing, vision, speech and communication, and health or medical problems by November 1st of each school year. Students admitted to Zenith Academy West other than at the beginning of the school year will be screened within 30 days of admission. Students suspected of having a disability will be tested on site by a school psychologist after parental consent has been secured. An Individual Educational Plan (IEP) will be developed for each student identified as having a disability, and Zenith Academy West will provide services to its special needs students in the least restrictive environment with due process. Typically, this will mean that special needs students will receive services in the classroom with other Zenith Academy West students. Ancillary service providers (speech-language pathologist, occupational therapist, psychologist, physical therapist, reading specialist, etc.) will provide services within the classroom setting whenever possible. When necessary, special needs students may be pulled from the classroom and provided services on an individual or group basis. Zenith Academy West will hire licensed intervention specialists to provide the above services. For services that are beyond the capabilities of its full-time staff, such as special ed coordination, ZAW will contract with services providers having personnel with proper licensure through the Ohio Department of Education.

### Limited English Proficiency.

It is the policy of the Zenith Academy West to comply with federal and state guidelines set forth by the United States Department of Education's office for Civil Rights and the Ohio Department of Education's Lau Resource Center for English as a Second Language, Bilingual and Multicultural Education. Zenith Academy West will establish an English as a Second Language program to meet the needs of all limited English proficient students enrolled in the school. Zenith Academy West believes that all students including limited English proficient students and students with interrupted, little or no prior schooling can succeed in school when schools give special attention, provide focused program and qualified professionals to meet the needs of all students. ZAW plans to provide an educational program that takes into consideration LEP students' academic, language, and cultural needs in a setting that is welcoming to all and conducive for learning –(Available as ATTACHMENT V).

Gifted students. All gifted students attending Zenith Academy West will be identified pursuant to the Gifted Plan adopted by the school. Students will begin the identification process by being identified by their teacher(s) and proper documentation (class work, observations) being provided and approved by the established school committee. Upon committee approval, students will be evaluated by the school psychologist to be officially identified. Again, because ZAW-E guarantees small class sizes of no more than 20 students, it anticipates that classroom teachers will ensure that the needs of every student will be met on an individual basis. Gifted students performing above grade level will be provided with enrichment opportunities to enhance their educational experiences and ensure they are being appropriately challenged. Such enrichment, as determined appropriate by

the classroom teachers, may include, but are not limited to, research projects, peer tutoring, and skill competitions such as speeches.

At-Risk Students. Students suspected of being at-risk will have their needs met by the classroom teacher, or ancillary service providers, if required. Each student will have their needs met on an individual basis. Classroom teachers will provide, among other things, needed materials in class, library resources, and maintain parent contact as often as necessary. Outside ancillary services provided can include, but are not limited to, community liaisons and counselors.

A. Compliance with Lau versus Nichols:

Zenith Academy West will comply with the requirements of the U.S. Supreme court Lau versus Nichols. ZAW's established program will meet the English Language Proficiency Standards for LEP students as provided by the Ohio Department of Education's Center for Curriculum and Assessment. The following will be instituted to comply with the Ohio Department of Education and Lau requirements:

- All incoming students and parents will be required to fill out a home language survey designed to distinguish students who speak other languages or if a language other than English is spoken in their homes from native English speakers
- All non-native English speakers will be required to take English language assessment to determine English language proficiency levels: Prefunctional, Beginner, Intermediate, Advanced and Proficient-Trial Mainstream
- All students who test proficient will be mainstreamed with native English speakers
- All other categories will receive English as a Second Language services until proficiency in English language is attained

B. Staff:

Per Ohio revised code, all teachers at the Zenith Academy West will be certificated, holding licensure in the content area(s) and grade level(s) they are teaching and being HQT, and ESL teachers should have endorsements or be working towards the endorsement program while holding the proper certification necessary to service students. All "new-hire" intervention specialists will be HQT with the grade level(s) they service. Native speaking Somali, Arabic and - other languages as necessary will be employed as instructional assistants to support classroom teachers and compliment English language instruction with native language explanation.

C. Accountability:

- Annual report cards for parents
- Academic improvement of all students towards academic and language proficiency
- Academic and character intervention programs for at-risk students
- DRA testing to assess yearly growth in reading levels
- OTELA scoring to track English proficiency progress
- Current Next Generation Assessments for 2014-15 and beyond scores in 3<sup>rd</sup> grade between October and April and all grade levels 3<sup>rd</sup> through 8<sup>th</sup> from year to year (or testing timeframes as set by the state)
- 4.5 short cycle assessments to show growth on quarterly and yearly teachings
- Other assessments as administration sees necessary, such as Iowa testing or Stanford 10

#### D. Curriculum

All areas of Zenith Academy West's curriculum will be assessed using short cycle assessments every 4.5 weeks, formative assessments, and summative assessments. Each type of assessment provides teachers with different data that can be used to build upon existing curriculum and adapt texts to suit the needs of all our students, specifically those needing ESL services, IEP accommodations, or those considered at-risk. Assessment data analysis will occur after each testing cycle and results will be provided to the administration and teacher teams for review. From the results, teachers will then adjust their plans to re-teach, integrate, and build upon content as necessary.

##### Language Arts Curriculum

The English language arts curriculum is designed as a matrix consisting of four language processes along one axis and four dimensions of language along the other. Together, they constitute the strands upon which the model is structured.

The curriculum is arranged so that appropriate instruction in language structure, meaning construction, application, and the multidisciplinary nature of language will be provided for reading, writing, listening/visual literacy, and oral communication. The strands are arranged separately to assure that all are taught. Teachers, however, should take advantage of every opportunity to translate the separate strands into an integrated language arts program as they develop lessons and/or units to implement the curriculum.

It is important to recognize that the best way to provide language arts instruction is integrate the strands as students use language for authentic purposes and audiences. This integration often occurs most successfully in an interdisciplinary setting where students have a real purpose and audience for their language learning.

Language arts programs should support character education, through discussion of pertinent topics such as:

- Compassion: Students should show care, concern, and empathy for the needs of other persons without regard and/or physical and mental condition.
- Courtesy: Students should display good manners and politeness, showing the same respect for others, as they would wish for themselves.
- Tolerance: Students should strive to discover and learn about people who are different from them and about cultures different from their own.
- Honesty: Students should be truthful and trustworthy in their relationships with others.
- Self-Discipline: Students should realize the motivations for their actions and give priority to duties and responsibilities rather than to conflicting impulses and desires, being willing to sacrifice present satisfaction in order to receive long-term benefits.
- Self-Respect: Students should consider the person within themselves, realize their worth and dignity as human beings, and account for their strengths as well as their weaknesses.
- Responsibility: Students should exercise sound thinking and good judgment, as they are personally and ethically accountable for their actions. Students should work with others to

strengthen the family and improve their community, the state, the nation, and the world for the common good.

- Courage: Students should develop inner strength and stability to draw upon in times of adversity.
- Diligence: Students should pursue worthwhile endeavors, showing persistence, care, and effort.
- Integrity: Students should acquire sound values, and making them their own, seek to live up to them in a consistent manner.

Character traits such as compassion, tolerance, self-respect, and responsibility are especially evident in the multidisciplinary dimension of the curriculum. Courtesy is a constant in oral communication and listening, and is evident in such objectives as, "The learner will demonstrate respect for the rights of speakers." Honesty, self-discipline, courage, diligence, and integrity are promoted and reinforced throughout the curriculum.

#### *Program goals*

1. The program will enable students to achieve proficient level of mastery or higher on the Next Generation Assessments for 2014-15 and beyond.
2. The program will encourage learners to develop and use an expanding knowledge base and essential processes for effective communication through reading, writing, listening, viewing, and speaking.
3. The program will encourage learners to construct meaning and apply critical and analytical thinking strategies when engaged in reading, writing, listening, speaking, or viewing.
4. The program will encourage learners to become proficient in the selection, comprehension, and appreciation of good literature with a focus on nonfiction.
5. The program will allow learners to participate in a community of learners that supports multidisciplinary learning and the use of technology and media.
6. All students engage in independent reading programs which are tailored to their individual interest, needs, and personalities, and which are supported by classroom, school, and community libraries.
7. The program will provide learners self assessment to improve their work and adapt what they have learned to other situations.
8. Students learn and use a variety of reading comprehension strategies and with the help of the teacher, learn to monitor and adjust their own strategies to better comprehend what they encounter in print.
9. Students become aware that writing is a means clarifying thinking and that it is a process which embodies several stages, including prewriting, drafting, receiving responses, revising, editing, and post writing activities, including evaluation.
10. The program will allow learners to understand, accept and appreciate cultural diversity though a great variety of reading language experiences.
11. The program will allow learners to imagine and value worlds other than their own.

In the English/language arts curriculum (as taken from "NCTE"s Position on the Teaching of English: Assumptions and practices," Working Paper Developed by the Elementary, Secondary, and College Sections, 1988-89, for Planning and Articulation by Council Constituencies) students should have guidance and frequent opportunities to:

1. read whole texts in their original versions, sharing written and oral meanings, not simply supplying workbook answers or responses to predetermined questions.
2. read texts by authors of diverse backgrounds: e.g., ethnic, racial, gender, age
3. bring their own cultural values, languages, and knowledge to their classroom reading and writing
4. collaborate in writing many whole texts, not answers to exercises

5. read and write different kinds of texts for different readers; personal essays, informative writing, literature, and persuasive writing
6. learn grammar and usage by studying how their own language works in context
7. work with teachers and other students as a community of learners, observing their teachers as readers and writers
8. experience the interaction of reading, speaking, listening, and writing as reasoning and communicating acts
9. have their work assessed by many measures;
  - a) portfolios of their writing
  - b) extended oral and written responses to reading
  - c) essay tests with sufficient time for planning and revising, scored by a variety of means: holistic, primary trait, analytic
  - d) records of reading in class and outside class
  - e) one-to-one or small group conferences
10. encounter and critique a diversity of print materials- books, signs, posters, brochures, and so forth
11. have their own work shared, displayed, or published

### Arabic Curriculum

Arabic is one of the six languages used to conduct official business at the United Nations. It is spoken by around a billion people world wide, not just where it is the dominant language, the Middle East, but also throughout Africa and Asia where it is a common second language. As such, in depth knowledge of this language and the cultural implications attached to it are important to Americans interested in economic and cultural communication in the global community.

The Arabic studied will be standard modern Arabic. While regional spoken dialects exist all over the world, the standard is the language is the norm for all educated Arabic speakers.

A successful Arabic curriculum inspires the student to overcome fear of embarrassment to enjoy attempting to express him/herself in the language. Games, songs, art projects, and simple rhymes and stories familiarize a student with the sounds of the language and an interest in solving the puzzle to understand it. They also offer the first opportunities to practice speaking the language and gain confidence in pronunciation. Arabic is rich in the use of calligraphy as an art form. Expanding out from this artwork, the student learns to read and write the alphabet and words, increasing his/her ability to express him/herself. Arabic is presented as a means to communicate and share with others and many opportunities to express oneself must be made at all levels of the curriculum. The ability grows in complexity as the child is exposed to more and more experiences and gradually formal grammar is introduced.

### Goals of Arabic Curriculum

The student will reach the level to be able to

- speak in a clear understandable manner
- understand and be able to participate in general conversation using the manners of the language
- read and comprehend newspapers and articles in Arabic and discuss important topics
- write with readable handwriting and grammar in response to general topic questions
- understand the cultural context of Arabic speech and writing

### Arabic Enrichment

The Arabic enrichment class offered will be separate from the Arabic class. It will combine elements of the Arabic, Social Studies, Art, and Physical Education curriculums in a variety of special projects to provide increased opportunities to practice the usage of Arabic and expand knowledge of the Arab world.

### Social Studies Curriculum

Social studies curriculum prepares students to understand the social, economic, cultural, and religious world around them. It makes them aware of the past and present and helps them to visualize the future. Students should appreciate the interdependence of people, their multiple needs and wants and their dependence upon a world of limited resources.

Five strands, history, geography, economics, people and culture, and government and citizenship, form a framework that engages the student in learning activities that include information gathering and interpretation, collaborative problem-solving and decision making, awareness of global interdependence and multicultural diversity. As students enter school, they learn about themselves and the small social and economic world around their immediate experience. Gradually they grow in awareness of the larger and larger and more complex world.

With guidance following the social studies curriculum, the student will:

- demonstrate the abilities necessary to work with others, make informed judgments and decisions, and act in accordance with the principles and values of our democratic society.
- acquire an awareness and appreciation of the historic foundations, both in America and worldwide, that have contributed to our present successes and challenges.
- develop a sense of responsibility and commitment, both as citizens of a global community and members of a neighborhood to economic justice, multicultural diversity, and protection and care for the environment.
- acquire and apply the essential skills and content knowledge in each of the five social studies strands, i.e. history, geography, economics, government and citizenship, and people and cultures.
- develop a sense of political responsibility to actively participate in the political process and to bring values into the discussion of public issues.
- utilize and analyze a range of resources, including technology, in the development of skills and the acquisition of information.
- learn to view themselves and their lives as both history in the making, and as instruments of this generation to bring about the transformation of modern culture.
- recognize the interdependence of the global community and translate that awareness into direct action as responsible, productive citizens for the service of others.

### Art Education

The enjoyment of life that each culture resonates is reflected in its dance, theater, music, and visual arts. The planning and teaching of the arts should concentrate on the uses, meaning, and value they play in people's lives. When we can appreciate the arts of another culture, we can appreciate the people who created that art, and we can break down the barriers of communication among people. The arts communicate even when we don't have language in common, and in today's global world, we are seeing a greater reliance on nonverbal communication, on various uses of art.

The arts contribute to the educational development of learners through the affective, cognitive, and psychomotor domains. They teach quality and craftsmanship. The understandings and insights, the products and performances, which result from this developmental process, should be focused on learning to learn as a lifelong activity. The integrity of each discipline should be maintained as a mode of artistic expression. This

facilitates and encourages different learning styles. Students should therefore be provided with a variety of arts experiences that promote higher level thinking opportunities. These experiences should be integrated throughout the course of study in a framework that includes aesthetics, criticism, history, and production/performance. In addition, both technological and traditional forms of artistic expression should be highlighted throughout the educational program.

Students will study the arts as they reflect the cultures and history of the world and will participate in simple forms of folk art according to their age and ability, with special emphasis on folk art from the Middle East.

### Science Curriculum

Understanding the world around us takes place on many levels. Science is a reflection on the material world, the physical, living, and earth/space systems. The content of science instruction is learned by actively engaging students in a process of inquiry, hands-on investigation, and emphasis on higher order thinking skills.

### Goals of Science Instruction

Since values should be integrated into modern life, scientific study should:

- foster a sense of hope, reverence and gratitude for creation
- promote the value of critical reflection and the challenging pursuit of knowledge and understanding
- develop a sense of the dignity of the human person
- respect life in all its forms
- promote scientific inquiry for all students
- provide scientific literacy skills from which the student will be able to perceive the underlying structure, orderliness, and interrelations of the natural and physical world
- promote scientific curiosity and imagination
- develop an inquiry approach to problem-solving
- promote ethical behavior while participating in scientific inquiry.
- promote the concept of interdependence essential to community
- demonstrate the value of scientific observation as an unbiased tool
- promote the development of collaborative skills and stresses the value of individual contribution
- promote the concept of diversity necessary to the vitality of local and global communities.
- actively engage students in discovery learning
- incorporate learning strategies which emphasize multiple intelligences, higher order thinking skills, and a variety of learning styles
- encourage growth in self-esteem and the ability to take risk
- develop a sense of curiosity
- promote a collaborative, hands-on model of scientific investigation
- be interdisciplinary in approach and content
- assist students to apply scientific principles to life situations
- integrate the use of technology as a tool to enhance instruction.
- emphasize the just distribution of the world's resources
- foster an awareness of the need for individual and communal responsibility for the care of all people
- teach that scientific knowledge is to be used responsibly for the benefit of others.

### *General topic assignments for science*

Kindergarten – matter, paper, fabric, and wood, day/night, seasons, animals, geology

1<sup>st</sup> Grade – solids & liquids, plant cycles, geology, pebbles, rocks, silt, beginning energy study

2<sup>nd</sup> Grade – balance & motion, air & weather, insects

3<sup>rd</sup> Grade – measurement, water, humans & environment, simple and compound machines

4<sup>th</sup> Grade - patterns of change, matter, structure, balances, earth, moon & sun, changes over time, geology, weathering, and sound

5<sup>th</sup> Grade – ecosystems, atmosphere, energy & simple systems, electricity, light, magnets, beginning chemistry, understanding flight

6<sup>th</sup> Grade - geology, solar system, physical and chemical properties of substances, scientific method, energy transfer, laws of motion, data acquisition and interpretation

7<sup>th</sup> Grade - life structures, botany, DNA, life cycles, heredity, models, systems, stability, patterns of change, scale structure, biomes, ecosystems

8<sup>th</sup> Grade - earth science, oceanography and fresh water studies, interaction of land and water, wave energy, solar energy, currents, weather models, universe system, human impact on earth.

### Mathematics Curriculum

Patterns, relations, and functions, problem solving strategies, numbers and number relations, geometry, algebra, measurement, estimation and mental computation, data analysis and probability, the topics of mathematics are essential to training the mind to logical thought processes, to making order out of the chaos of facts and ideas that overwhelm the modern world. A successful mathematics curriculum prepares all students to be mathematically literate with the abilities to communicate mathematically and apply the underlying concepts in this subject area to other subject areas and real-life applications. In addition, such a curriculum would contribute to each student's preparation to participate in his or her increasingly technological world.

#### *Goals of Mathematics Instruction*

*The student will:*

- demonstrate a mastery of mathematical skills and concepts.
- apply disciplined reasoning and appropriate methodology to problem solving situations.
- understand and explore relationships within the structure of mathematics
- communicate mathematically.
- choose and utilize appropriate technologies, including a calculator and/or computer.
- integrate mathematical concepts into other disciplines
- develop the ability to work cooperatively to solve real world problems.
- develop a positive attitude towards mathematics and confidence in his/her own mathematical ability.
- make connections between mathematical concepts and daily life
- incorporate mathematical concepts into the life-long learning process.
- value mathematics as a vital tool in contemporary society.

### Physical Education Curriculum

The emphasis on physical education as a part of the child's total development deals not only with the physical, mental, and social well-being of an individual but also is a tool for teaching moral character. In order to judge physical education as an effective educational tool, there should be a continuum of program development based on competency in total fitness, motor skills and movement, and lifetime sports and leisure skills. Through physical education, each individual will develop an attitude of cooperation and helpfulness that will promote a good interpersonal relationship among their peers.

#### *Goals of Physical Education*

The student will:

- know that total fitness is necessary for a good, healthy and happy life. This will include personal fitness, heart health, flexibility, and muscular strength and endurance.
- develop fundamental motor skills and movement. These will include body image and self concept, loco-motor skills, manipulatives and general space.
- learn lifetime sport and leisure skills. These will include individual activities, group activities, sports, dance and safety skills.
- develop the habit of good sportsmanship, with leadership and team player experience
- develop self-discipline and responsibility
- develop personal skills of strength, agility, flexibility, coordination, and speed

### *Goals of Health and Safety*

When the child explores the self, the microcosm of the human organism reflects the world at large. The human body, its care and maintenance, requires factual understanding of the body systems and their relationship to one another. However, the function of the human body requires knowledge of external components relating to the needs of the body. Exercise, the right foods, personal hygiene and safety, etc. enhance the functioning of the body systems, and it is knowledge of these external conditioning factors which is essential to the good life of the child.

Areas covered include:

- |                                  |                              |
|----------------------------------|------------------------------|
| - Self-concept and relationships | - Safety Education           |
| - Consumer and personal health   | - Nutrition                  |
| - Human growth and development   | - People and the environment |
| - substance abuse                |                              |

### E. Instructional Design

The instructional program will be based off curriculum maps formed from the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards and employ a variety of instructional methods, to maintain student interest, meet a variety of students' needs, and challenge all students to a higher level of achievement. Teachers will track their instructional progress each 9 weeks and reevaluate their progress in comparison with curriculum maps. Yearly reviews of curriculum maps will allow for adjustments to be made to accommodate new resources, changes in state standards and assessments, and concurrent changes in curriculum. This yearly review will be done by TBT's collaborating with their data collected throughout the year. The teams will address gaps in the curriculum and create a plan for implementation of new lessons to address the identified needs,

- small and large group instruction
- individualized instruction
- computer assisted instruction
- field trips, guest speakers and special presentations
- short cycle assessments every 4.5 weeks to assess unit and comprehensive mastery of standards taught
- a full period per day for special assistance for any student and flexible assignment to this assistance
- technology incorporation utilizing Chromebook carts, interactive whiteboards, and projectors

Teachers will use daily written lesson plans that specifically mention daily objectives, standards posted in the classroom being taught, methods used to differentiate lessons to all abilities and learning styles, appeal to multiple intelligences, and provide daily formative and/or summative assessment. Indicator ladders will be consulted to make sure instruction is building on students' prior knowledge. Recent textbooks addressing basic skills, library resources and academic software programs will be utilized in teachers' daily lessons. There will be periodic

evaluation of student work through class work, classroom discussions and activities, assessments, and weekly correspondence between teachers and parents.

The principal will collect lesson plans weekly and critique daily lesson plans to be sure objectives are being met. Formal and informal observations and walk-throughs will assist teacher evaluation. Teachers and principal will review the broad goals and objectives each month and address any issues of concern. Upon receiving the scores from standardized testing, the strengths and weaknesses of students and classes will be reviewed for indications of any needed changes.

A mentoring program will be implemented with Ohio Department of Education trained mentors. Mentors will work specifically with new teachers to work on classroom management, lesson preparation and implementation, and address any other needs as they arrive. These will all be maintained and evaluated through observations, weekly interactive journals, and meetings.

Administration will establish a Community School Leadership Team (CSLT) consisting of administrators and teachers. The CSLT will assist in walk-throughs and staff development as they work to analyze student achievement school-wide and set in place plans to improve as needed Zenith Academy West in assessment scores, discipline occurrences, attendance concerns, community support, teacher retention, and professional development based on the school's OIP.

#### F. Exit Goals

Students leaving the school at the end of 12<sup>th</sup> grade who have followed the Arabic program through will be able to read, write, and speak simple standard Arabic. They will have a strong appreciation of Middle Eastern culture and the links between and among the countries of the world. They will have a strong awareness of the importance of moral character to the success of society and appreciation for their families and community. They will be well prepared to pass the Ohio Achievement Assessments and Ohio Graduation Tests and continue their education in any Ohio post-secondary educational setting.

#### G. Credit Flexibility Plan

The high school students can earn units of high school credit based on a demonstration of subject area competency, instead of or in combination with completing hours of classroom instruction. Zenith Academy shall comply with the provisions of the plan, phasing in its provisions during the 2010 -11 school year. This plan for credit flexibility is designed to broaden the scope of curricular options available to students, increase the depth of study possible for a particular subject, and allow tailoring of learning time and/or conditions. These are ways in which aspects of learning can be customized around more of students' interests and needs.

Students may earn credits by:

Completing coursework;  
Testing out of or demonstrating mastery of course content; or  
Pursuing one or more "educational options" (e.g., distance learning, educational travel, independent study, an internship, music, arts, after-school/tutorial program, community service or other engagement projects and sports).

Credit flexibility is intended to motivate and increase student learning by allowing:

Access to more learning resources, especially real-world experiences  
Customization around individual student needs

Use of multiple measures of learning, especially those where students demonstrate what they know and can do, apply the learning, or document Performance.

Resources for online Educational Options  
Career/Technical Education

#### H. Formative and Summative Assessments

Staff will utilize multiple forms of assessment other than the state-mandated OAA for 2013-14 and Next Generation Assessments for 2014-15 and beyond to gather data on student performance, analyze trends in instruction and standard mastery, formulate plans for reteaching/ remediation, and guide future instruction.

Formative:

Formative assessment will be based off the Formative Instructional Practices (FIP) model released by Battelle for Kids. Staff will be trained in the FIP modules and will utilize different assessment techniques in the classroom.

The adoption of Illuminate's Instructional Improvement System (IIS) will further assist in creating and administering various forms of formative and summative teacher-created assessments through both paper/pencil assessments and computer-based assessments. The question bank supplied by NWEA will further assist in the usefulness of the program by providing standard-aligned questions that teachers can utilize to ensure assessment questions support the new state and common core standards.


Summative:

In addition to unit and 4.5 assessments created and utilized by staff members, including assessments created through Illuminate, ZAWE will administer the TerraNova3, a state-approved vendor assessment, twice annually - Fall and Spring. This assessment will be administered to all students, grades 2-8, in the content areas of reading, language, math, science, and social studies.

Through this dual-administration, student growth, both as a whole and individually, will be analyzed and assessed for growth and gaps in instruction and curriculum. Knowledge gained through data analysis of TerraNova data will inform instruction, needed remediation, tutoring, summer school intervention, and class placement. In addition, TerraNova Spring results will be used in conjunction with Current OAA for 2013-14 and Next Generation Assessments for 2014-15 and beyond results to create value-added data for teaching staff.

### 6.3d Instructional Delivery Methods and Resources/Materials

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

 Instructional Delivery Methods	6.3d	1) Explain in detail the instructional delivery methods, strategies, and/or techniques (i.e., high yield instructional practices, project based learning, blended learning, etc.) that will be used to provide daily instruction in your school.
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#### A. *Instructional Design*

The instructional program will be based off curriculum maps formed from the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards and employ a variety of instructional methods, to maintain student interest, meet a variety of students' needs, and challenge all students to a higher level of achievement. Teachers will track their instructional progress each 9 weeks and reevaluate their progress in comparison with curriculum maps. Yearly reviews of curriculum maps will allow for adjustments to be made to accommodate new resources, changes in state standards and assessments, and concurrent changes in curriculum.

- small and large group instruction
- individualized instruction
- computer assisted instruction
- field trips, guest speakers and special presentations
- short cycle assessments every 4.5 weeks to assess unit and comprehensive mastery of standards taught
- a full period per day for special assistance for any student and flexible assignment to this assistance
- technology incorporation utilizing Chromebook carts, interactive whiteboards, and projectors


Effective instructional practices and effective delivery of curriculum are vital to student success. Methods of instruction at ZAW Schools support the need for developing 21st century skills; skills such as Information and Communication Technologies (ICT), using technology in instruction as a tool for learning and developing digital literacy, and developing soft skills. The basic components of ICT are: (1) finding out information; (2) developing ideas and making things happen; (3) exchanging and sharing information; and (4) reviewing, modifying, and evaluating work in process. To support the ICT components, Ohio Common Core Standards, and the STEM platform, teachers, most often, instruct students in a way that is more like coaching than dictating. Students are encouraged to research and experiment independently and in teams in order to complete real-world projects necessary for promotion; promoting ownership and responsibility for learning. Instruction is delivered in inquiry- and problem-based methods that require students to think critically and engage in knowledge seeking activities. Hallmarks of the STEM platform teaching strategies employed at ZA Schools include interdisciplinary and cross curricular approaches that deliberately link content and modes of inquiry; project-based learning that requires students think deeply about what they have learned and build knowledge relevant and connected to their lives; and integrated technology as a tool for creating personalized and productive learning as well as supporting and measuring student performance. Aligned scientifically-based materials designed to support these goals as well as provide all students, including ELL learners and students with disabilities, with high interest, engaging learning tools to achieve PPOs in all subareas of math (geometry, algebra, number sense, data analysis, and measurement), reading (informational text) and academic literacy, and science (problem solving skills) are utilized. ZAW utilizes a bilingual instructional support for ELLs as supported by Collier and Thomas (2004) who maintain that ELLs need curricular mainstream instruction through 2 languages in order to make more than 1 yr. progress in each yr and effectively close the achievement gap. Utilizing the empirically validated Sheltered Instruction Observation Protocol (SIOP), effective ELL practices at ZA contain explicit content and language PPOs, frequent opportunities to interact with teacher and other students; and explicit vocab. development with words repeatedly written, pronounced, modeled, and used in context. Strategies are interwoven into the district-wide curriculum and supported by accompanying non-fiction texts






Teachers will use daily written lesson plans that specifically mention daily objectives, standards posted in the classroom being taught, methods used to differentiate lessons to all abilities and learning styles, appeal to multiple intelligences, and provide daily formative and/or summative assessment. Indicator ladders will be consulted to make sure instruction is building on students' prior knowledge. Recent textbooks addressing basic skills, library resources and academic software programs will be utilized in teachers' daily lessons. There will be periodic evaluation of student work through class work, classroom discussions and activities, assessments, and weekly correspondence between teachers and parents.

The principal will collect lesson plans weekly and critique daily lesson plans to be sure objectives are being met. Formal and informal observations and walk-throughs will assist teacher evaluation. Teachers and principal will review the broad goals and objectives each month and address any issues of concern. Upon receiving the scores from standardized testing, the strengths and weaknesses of students and classes will be reviewed for indications of any needed changes.

A mentoring program will be implemented with Ohio Department of Education trained mentors. Mentors will work specifically with new teachers to work on classroom management, lesson preparation and implementation, and address any other needs as they arrive. These will all be maintained and evaluated through observations, weekly interactive journals, and meetings.

Administration will establish a Community School Leadership Team (CSLT) consisting of administrators and teachers. The CSLT will assist in walk-throughs and staff development as they work to analyze student achievement school-wide and set in place plans to improve as needed Zenith Academy West in assessment scores, discipline occurrences, attendance concerns, community support, teacher retention, and professional development based on the school's OIP.

	<b>6.3d</b>	<b>2) Provide evidence of the research base for these delivery methods, strategies, and/or techniques.</b>
Proven good practice has been proven through using data to inform instruction, guide differentiation, and reach individual needs of each student. In instructing ELL students, a variety of learning method must be utilized for differing English levels and learning styles. Guidance from the sponsor has been gained to involve FIP into daily classroom instruction to bring all ideas together into constant, solid good practice.		
 <b>Resources and Materials</b>	<b>6.3d</b>	<b>3) Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.</b>
Materials and resources are selected by collaboration among teaching staff and administration based upon changes in state instructional requirements (new standards, online testing, etc). Materials are researched about effectiveness in districts similar to ours, success measured, and student progress achieved. Once materials and resources are selected, administration brings the requests to the Director and Superintendent for approval and ordering upon financial and Board approval.		

<b>6.3d Continuous Improvement and Professional Growth</b>		
Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.		
 <b>Continuous Improvement</b>	<b>6.3d</b>	<b>1) Describe the continuous improvement plan cycle to be implemented by identified critical roles/teams (i.e., CSLT, TBTs, etc.) with shared accountability for:</b> <ol style="list-style-type: none"> <li>a) collecting, monitoring and sharing multiple measures of student achievement and progress,</li> <li>b) reviewing and revising curriculum, including maps, pacing guides, model unit,</li> <li>c) evaluating the effectiveness of and identifying needs related to instructional strategies, resources and materials, including technology.</li> <li>d) evaluating the effectiveness of the school's leadership structure (CSLT, TBTs, etc.).</li> </ol>
Our continuous improvement is based off of data from the CCIP that is in turn used to compose and set goals in the school's OIP each year. The CSLT reviews the goals, implements needed PD in each area, and ongoing monitoring through administrative walkthroughs. TBT times are built into the daily schedule through collaborative planning periods. In addition, monthly data team meetings based on 4.5 short cycle assessments and TerraNovas guides re-teaching efforts.		
 <b>Ohio Teacher Evaluation System (OTES)</b>	<b>6.3d</b>	<b>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an approved/aligned alternative Teacher Evaluation System.</b>
School administration is state trained in OTES and utilizes the state rubric and eTPES system in evaluations.		
 <b>Ohio Principal Evaluation System (OPES)</b>	<b>6.3d</b>	<b>3) Confirm implementation of Ohio Principal Evaluation system and Ohio Superintendent Evaluation system (if applicable) or an approved/aligned alternative principal evaluation system.</b>
School administration is state trained in OPES and utilizes the state rubric and eTPES system in evaluations.		
 <b>LPDC and Resident Educator</b>	<b>6.3d</b>	<b>4) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</b> <b>5) Discuss implementation of Ohio's Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, etc.)</b>
School principal runs the LPDC committee (as viewed in sponsor compliance binders). The LPDC committee meets, reviews district PD, assists teachers in writing/amending their IPDPs, approves course work for staff members, and approves license renewals. Zenith has state trained resident educator mentors that work with our resident educators. We also have a state-trained facilitator to assist with year 3 RESA candidates. Specific layout of the program is available in compliance binders, but follows the state recommended model for each year. In addition, resident educators are expected to complete a weekly reflective journal that is sent to their mentor and in which they receive feedback.		
 <b>Professional Development Plan</b>	<b>6.3d</b>	<b>6) Discuss process for development of a differentiated professional development plan informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc.</b>
Zenith Academy West will develop an annual Professional Development Plan based on needs identified in teacher observations, walkthroughs, and assessment data. This plan will include a multi-tiered structure to support the development of all teachers through whole-group, content area, grade-level, and individual sessions led by outside vendors, district administration, lead teachers, online courses, mentoring, etc.		

# Zenith Academy West Teacher Evaluation Policy

## Teacher Evaluation Policy

Legal References: ORC 3319.111 ; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012)

The Board of Directors (Board) of Zenith Academy West School Districts (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

## Definition of "Teacher"

This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 33 19.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This policy does not apply to the superintendent, assistant superintendent(s) , business manager , treasurer or "other administrator " as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

## Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of "Accomplished," "Proficient," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as Exhibit A and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

## Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction , Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators , District Administrators and the Community to Support Student Learning ; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers , evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

*[Note: Once the evaluation tools are selected or developed per this paragraph , the evaluation tools should be identified and explained in the policy here (or in a Board regulation or procedure incorporated herein):*

Evaluation tools for calculating the Teacher Performance fifty-percent (50%) vary depending on grade level and subject area. A matrix will be attached to this policy to further define, per year, the evaluation measures that will be utilized as part of OTES.

## Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two or more points in time . This component of the evaluation includes some combination of the following : 1) Teacher-level Value- Added Data; 2) ODE-Approved Assessments ; and/or 3) Locally-determined Measures .

1. Teacher -level Value-Added: "Value-Added " refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth .
2. ODE Approved List of Assessments: Assessments , if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval , will utilize the assessments on the approved list as he/she deems necessary and appropriate.
3. Locally -determined Measures: For courses of instruction in which neither teacher level value -added data nor ODE-approved assessments are available , the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

*[Note-Board s should identify in this policy (or in a Board regulation or procedure incorporated herein) the percentages the District will attribute to Teacher-level Value-Added, ODE-Approved Assessments and Locally -determined Measures.*

Evaluation tools for calculating the Teacher Performance fifty percent (50%) and percentages vary depending on grade level and subject area. A matrix will be attached to this policy to further define, per year, the evaluation measures that will be utilized as part of OTES.

In the calculation for student academic growth, a student who has sixty or more excused and/or unexcused absences for the school year will not be included.

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected "; and 3) "Below."

### **Evaluation Timeline**

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually . Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs by the evaluator . All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy once every two years.

Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy via two formal observations and periodic classroom walkthroughs.

### **Credentialed Evaluators**

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.11 I(D); and 2) who holds a credential established by d:bE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

### **Professional Growth and Improvement Plans**

*[Note- The State Board of Education adopted statewide evaluation framework requires boards of education to require professional growth and improvement plans for teachers depending on meeting student growth levels. The structure and components of each plan are a local decision that needs to be made by the Board, in consultation with teachers.]*

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle :from the Board-approved list. The professional growth plan shall include the following components:

- The use of individual and school assessments, teacher standards, goals of the district, school improvement plan , etc. to align professional growth goals to critical areas of student need.

- Evidence of substantial contributions to the school success plan and mission .
- Facilitation of professional growth of colleagues.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall include the following components:

- A plan developed using individual and school assessments, teacher standards, goals of the district , school improvement plan, etc. to align professional growth goals to critical areas of student need.
- A list of goals identified and prioritized according to the standard(s) indicated as highest need for improvement.
- A specific plans-of-action and strategies
- Resources needed to achieve the goals and the persons involved.
- A timeline for incremental reviews of the plan and supporting portfolio to evaluate success and redefine goals and plans-of-action.

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent /designee for the evaluation cycle from the Board - approved list. The improvement plan shall include the following components:

- A plan developed with the assistance of a mentor or principal using individual and school assessments , teacher standards, goals of the district, school improvement plan , etc. to align professional growth goals to critical areas of student need.
- A list of goals identified with the help of a mentor or principal and prioritized according to the standard indicated as highest need for improvement.
- A specific plans -of-action and strategies developed with input and direction from the mentor and/or principal
- Resources needed to achieve the goals and the persons involved.
- A timeline for incremental reviews of the plan and supporting portfolio as determined by the mentor or principal to evaluate success and redefine goals and plans-of-action.
- A detailed record of all information, books read , conferences attended and notes.

#### Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year , teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

#### **Retention and Promotion Decisions**

*[Note-RC 3319.111 (E) requires boards of education to include in its teacher evaluation policy procedures for using the evaluation in making retention and promotion decisions. This is a local decision that needs to be made by the Board, in consultation with District administrators and teachers. You will need to insert your procedures in the policy here (or in a Board regulation or procedure incorporated herein).]*

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions:

For retention (as a result of reduction-in-force) and promotion decisions, the following will occur:

- Annual evaluation results will be compared when considering a reduction-in-force.
- Up to three years of evaluation results, beginning with 2012-13 evaluations, may be considered until evaluation results are no longer equal.
- Teachers with higher evaluation results will be retained.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

### **Removal of Poorly-Performing Teachers**

*[Note-RC 3319.111(E) requires boards of education to include in their teacher evaluation policy procedures for using the evaluation in removing poorly -performing teachers. The law does not define "poorly -performing. " This is a local decision that needs to be made by the Board, in consultation with teachers. You will need to insert your procedures in the policy here (or in a Bo.ard regulation or procedure incorporated herein).]*

The Board adopts the following procedures to be used by district administrators in removing poorly -performing teachers:

A teacher who receives an overall "Ineffective" rating will be put on an Improvement Plan with a defined timeline for documented improvement, at which point if the teacher 's rating is still "Ineffective", the teacher will be terminated or non renewed.

### **Professional Development**

*[Note-The State Board of Education adopted statewide evaluation framework requires boards of education to include in their evaluation policy the District's plan for the allocation of financial resources to support professional development. This is a local decision that needs to be made by the Board, in consultation with District administrators and teachers. You will need to insert your plan in the policy here (or in a Board regulation or procedure incorporated herein).]*

The Board's plan for the allocation of financial resources to support professional development is as follows:

Zenith Academy West will develop an annual Professional Development Plan based on needs identified in teacher observations, walkthroughs, and assessment data. This plan will include a multi-tiered structure to support the development of all teachers through whole-group, content area, grade-level, and individual sessions led by outside vendors, district administration, or lead teachers.

Policy Adoption Date:

# Zenith Academy West Evaluation of Principals and Other Administrators

## Application

This policy shall apply to all persons employed by the Board of Education in a position requiring licensure as an administrator . This definition excludes school counselors but includes professional pupil services personnel and administrative specialists (or equivalent positions) who spend less than fifty percent (50%) of their time teaching or otherwise working directly in the presence of students .

This policy shall also apply to all persons employed in positions not requiring administrative licensure, but whose job duties enable them to be considered either a "supervisor" or "management level employee" as defined in Section 4117.01 of the Ohio Revised Code.

## Procedures

### General Requirements

The Superintendent shall implement a program of regular evaluation for all administrative personnel which includes the following elements :

- A. The evaluation process shall fairly attempt to measure the administrator's effectiveness in performing the duties set forth in his/her job description.
- B. A written evaluation document shall be produced for each evaluation . Each administrator shall be evaluated at least once annually .
- C. The evaluation shall be conducted by the Superintendent or his/her designee (such designation may be oral or in writing) prior to the Board's consideration of contract renewal or non-renewal, the Superintendent may review the results of the evaluation process with the Board.

### Specific Requirements for Building Principals and Assistant Principals

In addition to the above, procedures for the evaluation of District building principals and assistant principals will be based upon comparable standards as set forth in the policy adopted by the Board for the evaluation of teachers pursuant to R.C. 3319 .111, which adopts the Ohio Teacher Evaluation System (OTES) but tailored to address the duties and responsibilities of building principals and assistant principals and the environment in which they work . The Superintendent is authorized to develop administrative guidelines for the procedural and substantive evaluation of building principals and assistant principals consistent with this policy and State law and is further authorized to access the Ohio Principal Evaluation System (OPES) model as a resource in the development and maintenance of an evaluation process which is weighted equally on student growth measures and performance on the standards of the profession for principals and assistant principals.

### Evaluation Instruments

The Superintendent may, in his/her discretion, utilize a single evaluation instrument for all administrative positions, instruments particularized for each position, or a combination of both types of instruments.

Evaluation instruments shall be developed and/or utilized by the Superintendent as s/he may determine in his/her best professional judgment and may be modified from time-to-time by the Superintendent in the exercise of such professional judgment. Specific Board approval of the evaluation instruments or modifications to such instruments shall not be required .

## **Basis for Evaluation**

Each evaluation shall fairly attempt to measure the administrator's effectiveness in performing the duties of his/her job description .

Evaluations may be based upon the direct formal observations of the administrator, but may also consider informal or incidental observations and other relevant information which is within the knowledge of or brought to the attention of the evaluator . Out-of-school conduct may be considered if such conduct impairs the individual's effectiveness as an administrator or as a role model for students and staff .

## **Observations and Conferences**

A pre-evaluation conference may be conducted if deemed necessary or advisable by the evaluator .

Formal observations may be made of the administrator, either announced or unannounced, but shall not be a required element of the evaluation process. Whether formal observations are appropriate to the position shall be determined by the evaluator on a case-by-case basis.

Following any formal observations and/or gathering of other evaluative data, and before finalizing any evaluation report, the evaluator shall arrange a post-evaluation conference at which the results of the evaluation process are discussed with the administrator . To the extent that any weaknesses or deficiencies have been identified in the evaluation process, the evaluator shall offer suggestions for improvement. Identified weaknesses and suggestions for improvement shall be identified in the evaluation report, but shall not be a required element of any evaluation.

A final written evaluation report shall be produced in a manner deemed appropriate by the evaluator , in consultation with the administrator . This evaluation report may be combined with the evaluation instruments, or may be a separate document. The evaluation report shall be signed and dated by the administrator and the evaluator at the conclusion of the post-evaluation conference. The signature of the administrator shall not necessarily indicate that s/he agrees with the evaluator's comments or conclusions, but only that s/he has been made aware of such comments or conclusions . A copy of the evaluation report shall be provided to the administrator.

The final evaluation report for an administrator in the last year of his/her contract shall include the Superintendent's intended recommendation to the Board concerning the renewal or non-renewal of the contract.

## **Number and Timing of Evaluations**

### **A Administrator Not in Final Year of Contract**

An administrator not in the final year of his/her contract shall be evaluated at least once during the school year . A written copy of the evaluation report shall be provided to the administrator no later than the end of the administrator's contract year as defined by the administrator's annual salary notice.

### **B Administrator in Final Year of Contract**

An administrator whose contract is due to expire at the conclusion of the current school year shall have at least one (1) preliminary evaluation and one (1) final evaluation during such year. A written copy of the preliminary evaluation report shall be provided to the administrator at least sixty (60) days prior to any Board action on the renewal or non-renewal of the contract. A written copy of the final evaluation report shall be provided to the administrator at least five (5) days prior to any Board action on the renewal or non-renewal of the contract.

**Meeting with Board**

Each administrator shall be provided the opportunity to meet with the Board in executive session prior to the Board's action on his/her contract. In this meeting, the Board shall discuss its reasons for considering the renewal or non-renewal of the contract. The administrator may be accompanied by a representative of his/her choosing at the meeting. However, no witnesses or other persons may appear with or on behalf of the administrator without the express permission of the Board.

Written notice of the right to have such a meeting with the Board shall be provided in accordance with law to each administrator whose contract is expiring at the conclusion of the current school year .

**Written Rebuttal**

The administrator may, at any time following the receipt of an evaluation report, submit a written rebuttal, not to exceed three (3) pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

**Legal Effect**


This policy and the procedures contained herein shall not create a legal expectancy of continued employment or a property interest in continued employment, and shall not be deemed a part of any individual administrator's contract or otherwise a contractual obligation of the Board.

To the extent that any of the procedures contained herein exceed the requirements of Ohio law, such procedures shall not be construed as a pre-condition to contract non-renewal and shall not prevent the Board from proceeding with a contract non-renewal which otherwise satisfies the minimum requirements of Ohio law.

R.C. 3319.02, 3319.111, 3319.112, 4117 .01

### 6.3e Prevention and Intervention Policy

*A Comprehensive System of Learning Support Guidelines, an Ohio State Board of Education approved document, provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. Appropriate implementation of the guidelines will result in schools meeting or exceeding ORC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions.*

 <b>Prevention and Intervention Plan</b>	6.3e	<p><b>1) Describe the school’s educational services policy, plan and procedures to provide early detection and intervention with students experiencing learning and other problems, and address the needs of <u>ALL</u> students (i.e., limited English proficient, gifted, Third Grade Reading Guarantee). Plan must include intervention for all students not found proficient or “Not on Track” for any of the following assessments:</b></p> <ul style="list-style-type: none"> <li><b>a) Ohio’s Next Generation of Assessments;</b></li> <li><b>b) Ohio Graduation Test;</b></li> <li><b>c) Third Grade Reading Guarantee Diagnostic Assessments</b></li> <li><b>d) Kindergarten Readiness Assessment (KRA);</b></li> <li><b>e) or the current assessment system required by ODE.</b></li> </ul>
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For students not passing their Ohio Achievement Assessment (OAA), showing struggling scores on TerraNova assessments, and rating as "Not on Track" as determined by state diagnostic assessments, the following procedures have been established school-wide:

1. All grade levels will administer short cycle assessments approximately every 5 weeks (dates preset). These assessments will be created utilizing the Common Core aligned NWEA item bank in Illuminate and will be based on standards taught up to that point in the classroom. Data from short-cycle assessments will be analyzed during biweekly data meetings and used to inform small group instruction and re-teaching to ensure mastery of state adopted standards. Furthermore, reading diagnostic scores will be consulted to determine which students need more intensive reading instruction and will be placed on a Reading Improvement and Monitoring Plan (RIMP) as determined by the Third Grade Reading Guarantee.
2. Students in all grade levels and content areas will be exposed to "hamburger writing." The use of this graphic organizer is designed to help students learn to formulate short answer and extended response questions similar to those on the OAA. Different forms of hamburgers (available upon request) have been developed to accommodate primary students, ESL students, upper elementary, and middle school. In addition, students grades 3 and up will learn to evaluate hamburger responses utilizing a rubric created from the state's OAA extended response scoring rubric to familiarize themselves with complete, accurate answers.
3. The use of higher-order thinking utilizing OAA vocabulary is required in all classrooms. Bloom's Taxonomy flip charts and graphic organizers have been provided to all staff. Monitoring of this questioning will be done through walkthroughs and seatwork checks by the principal and leadership team.
4. Teaching Assistants have been assigned to each grade level band (K-2, 3-5, and 6-8). Their schedules are developed to work with the classroom teachers to identify students that need extra intervention in and out of the classroom.

Identification of serviced students is based off of previous OAA scores, classroom performance, and formative assessment results.

5. Our full-time ESL teacher has developed a schedule of both inclusion and pull- out times where she focuses especially on servicing students who have a composite OTELA scores of 1 & 2 and an OAA ranking of Limited. In addition, there is a teaching assistant assigned to assist the ESL teacher with the Newcomers that have limited English.
6. Our full-time Intervention Specialist has developed a schedule in which when not providing services to meet students' IEP goals, he is guiding teachers and focusing attention on RTI with our "watch list" students who struggle on standardized assessments.
7. Summer school tutoring has been established in the past and will continue this summer in June. It will focus on working with low-performing students in grades 2-7. In addition, KG and 1st students currently on RIMPS but being promoted to the next grade level are encouraged to attend for additional assistance on basic skills in which they struggle.
8. After-school tutoring beginning in February provides additional intervention to students identified through past OAA scores, short-cycle assessment results, classroom performance, and state diagnostics to help them prepare for the OAA in April. After-school tutoring focuses on the testing age levels of grades 3-8. In addition, ZAW began an after-school SACC program that provides extended homework help and tutoring. This program is open to all students KG-8.
9. Common planning periods for teachers in the same grade levels and bi-weekly data meetings allow for staff collaboration on analyzing data, utilizing new resources, receiving professional development, and finding the best differentiation techniques to instruct all students effectively.
10. The RTI process is set in place to encourage early intervention for struggling students. The process is guided by the Intervention Specialist and IAT while focusing on and documenting Tiered interventions to identify students' exact needs.

Monitoring of all steps will be done by the building principal with assistance from the school leadership team in conjunction with our school's academic coach.



### 6.4a Goals and Performance Standards


**ACADEMIC GOALS** are the result or achievement toward which effort is directed. Goals and Performance Standards must be:

- 1) SMART – Specific, Measurable, Achievable, Relevant, and Timely;
- 2) aligned to the vision, mission, philosophy and curriculum of your school, and;
- 3) include a description of the following:
  - a) expected outcomes;
  - b) data to be used;
  - c) how and when the data will be collected;
  - d) timelines and processes to be used to report the data, and;
  - e) how the data will be monitored, evaluated and used to improve instruction;
- 4) focused on impacting student success

**NON-ACADEMIC GOALS** are the result or achievement toward which effort is directed. Goals and Performance Standards must be:

- 1) SMART - Specific, Measurable, Achievable, Relevant, Timely;
- 2) aligned to the vision, mission, philosophy and curriculum of the school;
- 3) include a description of the following:
  - a) expected outcomes;
  - b) data to be used;
  - c) how and when the data will be collected;
  - d) timelines and processes to be used to report the data, and;
  - e) how the data will be monitored, evaluated and used to improve instruction;
- 4) focused on impacting student success
- 5) Non-Academic goals could include, but are not limited to:
  - a) Attendance;
  - b) Discipline;
  - c) Graduation Rates;
  - d) Parent/Community Involvement;
  - e) Resource Allocation driven to student achievement (time, money, people), and;
  - f) Leadership Practices

 <b>Goals and Performance Standards: <i>Academic SMART Goal - Reading</i></b>	6.4a	Provide one (1) <u>academic goal</u> focused on reading aligned to the vision, mission, and philosophy of your school.
<p>Based on 2014-15 TerraNova 3 data, 100% of students will receive differentiated instruction in reading that will allow them to show at least one year's growth with adjusted instruction as determined during TBT's and data team meetings based on TerraNova and PARCC/AIR results. Final determination of growth will be based on 2015-16 TerraNova assessment results in April 2016.</p>		
 <b>Goals and Performance Standards: <i>Academic</i></b>	6.4a	Provide one (1) <u>academic goal</u> focused on mathematics aligned to the vision, mission and philosophy of your school.

<b>SMART Goal - Mathematics</b>		
Based on 2014-15 TerraNova 3 data, 100% of students will receive differentiated instruction in math that will allow them to show at least one year's growth with adjusted instruction as determined during TBT's and data team meetings based on TerraNova and PARCC/AIR results. Final determination of growth will be based on 2015-16 TerraNova assessment results in April 2016.		
 <b>Goals and Performance Standards: Non-Academic SMART Goal</b>	<b>6.4a</b>	<b>Provide one (1) <u>non-academic goal</u> focused on expectations or conditions such as student subgroup attendance, parent-community involvement, or, if applicable, post-secondary enrollment, graduation rate, industry-recognized credential aligned to the vision, mission, philosophy of your school.</b>
Daily attendance rates across all subgroups shall meet or exceed 95% as evidenced via the online attendance portal used daily by each homeroom teacher and reviewed by district administration weekly.		



St. Aloysius

## Accountability - ATTACHMENT 6.4

### 4<sup>th</sup> Grade – 8<sup>th</sup> Grade

(A school that offers any grades four through eight but no grade higher than nine)

**Please note this is applicable to ALL grades, however this reflects the highest grade served.**



- No special technical assistance or intervention will occur for a school meeting the following criteria:
  - Receiving a “C” or better in the following measures and components on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports, hereafter known as the “Graded Measurers” listed here:

<b>Local Report Card Measures and Components</b>	<ol style="list-style-type: none"> <li>1. <b>Overall Local Report Card Grade</b> - <i>coming in 2016</i></li> <li>2. <b>All Achievement Grades</b> - <i>Performance Index (PI) and Indicators Met</i></li> <li>3. <b>Gap Closing Grade</b> - <i>Annual Measurable Objectives (AMO’s)</i></li> <li>4. <b>K-3 Literacy Grade</b></li> <li>5. <b>Value Added Overall Grade</b></li> </ol>
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- Meeting all contractual measures agreed upon in the community school contract as listed here:

<b>Contractual Measures</b>	<ol style="list-style-type: none"> <li>6. <b>Standardized Test Results</b> -<i>The standardized assessment listed within the community school contract should demonstrate 1 years’ worth of growth for 80% of students tested in reading and math using the Ohio’s Where Kids Count Rules.</i></li> <li>7. <b>Faithfulness to the Community School Contract</b> - <i>The school must be faithful to the community school contract as a condition for renewal (See page 2 of this document for clarifications.)</i></li> </ol>
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## **Faithfulness to the Community School Contract Outlined:**

- **The Sponsor must be faithful to the community school contract as a condition for renewal. The Sponsor will review the following during its renewal analysis of the School:**
  - A. Additional Performance Measures, including but not limited to, the following:**
    - Academic Performance; and
    - Operational Performance; and
    - Graduation Rates (if applicable); and
    - Student Attendance; and
    - Post-Secondary Enrollment (if applicable).
  - B. The School's Financial Viability, including but not limited to, the following:**
    - Timely Submission of Financial Documentation to the Sponsor; and
    - Adequate Debt to Asset Ratio; and
    - Acceptable Enrollment Variance; and
    - School has maintained Timely Payments on all Loans/Debts; and
    - School maintains an Adequate Amount of Unrestricted Cash; and
    - The School's Positive/Negative Cash Flow; and
    - The School's Debt Service Coverage Ratio.
  - C. The School's Operational Performance, including but not limited to, the following:**
    - Timely submission of CSLT Meeting Forms; and
    - Timely submission of Academic Coach Resumes (if applicable); and
    - Timely hiring of an Academic Coach after credentials are approved by the Sponsor (if applicable); and
    - Timely submission of the Management Company Evaluation (if applicable); and
    - Attendance at Sponsor provided workshops/trainings; and
    - Timely submission of Accountability Attachment 6.4b Interventions Reporting Template (if applicable); and
    - Adequate and timely communication with the Sponsor regarding any/all changes to the Community School Contract; and
    - Monitoring the implementations of Attachment 6.4 by the Governing Authority at regularly scheduled Board Meetings; and
    - Performance on Compliance Visits and Annual Audits; and
    - Number and magnitude of Corrective Action Plans.

## Accountability Attachment 6.4 Document Support and Criteria:

- The following chart is consistent with the Sponsor’s philosophy that community schools should have at least 5 years to develop their program and demonstrate success. The “actions” noted in the following chart are rooted in research-based practices and philosophies that utilize data-supported decision making proven to increase student achievement and close achievement gaps.
- The intent of the “actions” in the following chart is to clearly delineate the commitment of both the Sponsor and the School to work in one accord to promote greater student achievement and success. The Sponsor suggests that every school strive to improve each year through continued efforts in professional development and teacher training.
- The School’s Baseline Year will be the first year in which the School receives a letter grade of “D” or “F” in any of the measures and components listed above. Sponsor interventions under this section will cease in any year in which the school receives a letter grade of “C” or higher for **two consecutive years in all of the measures and components** listed above. For example, a school will continue to implement the “actions” of the previous school year if/when the school receives a letter grade of “C” in all measures and components following the implementation of that year’s “actions,” until the school has two consecutive years of receiving a letter grade of “C” in all measures stated above. Furthermore, should a school receive a “D” or “F” after Sponsor interventions have ceased, the school will restart first year actions.
- If the school’s previous Accountability Attachment 6.4 required specific interventions, the school must implement the actions listed in the successive year as stated within this document. This Attachment 6.4 supersedes all previous versions and interventions.
- Failure of the School to complete any of the requirements as listed in Accountability Attachment 6.4 may result in the Sponsor placing the School on probation or in suspension. In addition, failure of the School to timely submit any data required by the Community School Contract and/or this Attachment may result in the Sponsor placing the School on probation or in suspension.

<b>First Year Actions</b>	
<b>4<sup>th</sup> Grade – 8<sup>th</sup> Grade, or a school that offers any grades four through eight</b>	
<b>Criteria:</b> School receiving a letter grade of “D” or “F” on identified Local Report Card Measures and Components <b>and</b> not meeting agreed upon Contractual Measures as listed of page 1 of this document:	
<b>The Sponsor Will:</b>	<b>The School Will:</b>
A. Offer technical assistance for Ohio Leadership Advisory Council (OLAC) training modules and the Ohio Improvement Process (OIP).	A. Require School Leader to complete Ohio Leadership Advisory Council (OLAC) online self-assessment and recommended OIP modules.
B. Require the School to develop, review or revise an OIP Focused Plan for the following school year to address the academic needs of the School. Review and offer feedback on the OIP Focused Plan.	B. Develop or review and revise the required OIP Focused Plan, through a Community School Leadership Team (CSLT) that includes parents and Board members before the start of school for the following year and submit for Sponsor feedback.
C. Require the School to implement the developed, reviewed, or revised OIP Focused Plan for the following school year to address the academic needs of the School.	C. The School Leader will report to the Governing Authority on the developed OIP Focused Plan and its implementation and data collection at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan.	D. Obtain training and certification in the Ohio Evaluation System that includes the Ohio Teacher Evaluation System (OTES) and the Ohio Principal Evaluation System (OPES) and develop a plan for implementation that includes staff training, Governing Authority reporting, and Board approved policies for implementation, monitoring and evaluation.
	E. Develop and implement a school professional development plan inclusive of: <ul style="list-style-type: none"> <li>a. Student Learning Objectives (SLO’s)</li> <li>b. Literacy</li> <li>c. Using data to inform instruction</li> </ul>
	F. Identify a Value-Added Leader (VAL) for the school and ensure the VAL attends all appropriate trainings to effectively implement the requirements of a VAL; and
	G. Commit to the active use of all forms of student data with the use of a Data Coach, Data Team, or the Community School Leadership Team (CSLT).
	H. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor.
	I. Abide by all consequences as outlined in No Child Left Behind or any subsequent legislation enacted to replace or supplement No Child Left Behind.

## Second Year Actions

### 4<sup>th</sup> Grade – 8<sup>th</sup> Grade, or a school that offers any grades four through eight

**Criteria:** School receiving a letter grade of “D” or “F” on identified Local Report Card Measures and Components **and** not meeting agreed upon Contractual Measures as listed of page 1 of this document for a **second** consecutive year:

#### The Sponsor Will:

- A. Offer technical assistance towards improving academic instruction and student achievement.
- B. Review and offer feedback on the OIP Focused Plan if needed.
- C. Offer technical assistance with OLAC modules, development of Teacher Based Teams (TBT’s) and the TBT 5 Step Protocol.
- D. Establish Academic Coach minimum qualifications for review and approval of candidates.
- E. Continue to offer technical assistance for the development and implementation of a school professional development plan.

#### The School Will:

- A. The School will continue all First Year Actions.
- B. Submit OIP Focused Plan to the Sponsor for feedback and guidance. If the attendance rate of 93% was not attained after developing and implementing an attendance plan, the school must develop and implement new strategies that will assist in meeting the requirements.
- C. Implement Teacher Based Teams (TBT’s) using OLAC Modules while instituting the TBT 5 Step Protocol; and
- D. Hire an Academic Coach following Sponsor requirements and tools (*See Academic Coach credentials and job responsibilities*). The School will submit Academic Coach credentials for Sponsor approval and confirm hiring of an Academic Coach.
- E. Establish schedules and implement strategies that provide increased collaboration and learning time for teachers that is protected from internal or external interference or interruptions.
- F. Develop and implement an annual professional development plan that is aligned with the school’s comprehensive instructional program, Ohio’s New Learning Standards and Next Generation Assessments in Ohio. The plan must be designed with school staff to ensure their capacity to facilitate effective teaching and learning and to successfully implement school improvement strategies as outlined in the OIP Focused Plan. A review of Individual Professional Development Plans (IPDP’s), data from the Decision Framework, local assessments, teacher evaluations and the OIP Focused Plan must be completed as part of the development of the annual professional development plan. A completed plan must include:
  - i. *Formative Instructional Practice (FIP) training*
  - ii. *Completion of FIP modules (Battelle For Kids)*
  - iii. *Plan for identifying and closing achievement gaps among subgroups – (Applies only If the school receives a “D” or “F” on the Gap Closing (AMO’s) component of the Local Report Card)*
- G. Require the School Leader to participate in Sponsor provided technical assistance to improve instructional leadership. The Governing Authority will require updates from the School Leader at regularly scheduled Board meetings on the implementation of the OIP Focused Plan, TBT’s meetings, Academic Coach progress, and the implementation and impact of the professional development plan.
- H. Implement and monitor the Ohio Evaluation System, including Ohio Teacher Evaluation System (OTES) and Ohio Principal Evaluation System (OPES). The School Leader/Evaluator is to report to the Governing Authority on OTES evaluator timeline activities (i.e. completion of formal and informal observations). Board reporting is to be a *minimum* of twice per year (i.e. completion of Formal Observation 1 and Formal Observation 2). The Governing Authority will ensure the implementation and monitoring of OPES for School Leaders.

<b>Third Year Actions</b>	
<b>4<sup>th</sup> Grade – 8<sup>th</sup> Grade, or a school that offers any grades four through eight</b>	
<b>Criteria:</b> School receiving a letter grade of “D” or “F” on identified Local Report Card Measures and Components <b><i>and</i></b> not meeting agreed upon Contractual Measures as listed of page 1 of this document for a <b><i>third</i></b> consecutive year:	
<b>The Sponsor Will:</b>	<b>The School Will:</b>
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will continue First Year Actions and Second Year Actions.
	B. Replace staff relevant to failure; and/or
	C. Reconfigure the organizational structure of the school or adopt a new operational structure.

## Fourth Year Actions

### 4<sup>th</sup> Grade – 8<sup>th</sup> Grade, or a school that offers any grades four through eight

**Criteria:** School receiving a letter grade of “D” or “F” on identified Local Report Card Measures and Components **and** not meeting agreed upon Contractual Measures as listed of page 1 of this document for a **fourth** consecutive year:

#### If the School is not required to close by the Ohio Revised Code, the Sponsor will:


#### The School Will:

A. Take over the operations of the school; and/or	A. Close at the conclusion of the school year if the School meets the requirements for closure as found in the Ohio Revised Code.
B. Work with the Board to replace the operator of the school; and/or	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school in Academic Probation <sup>2</sup> status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation <sup>2</sup> status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Meet all requirements for closure as outlined by the Ohio Revised Code.


*2= Academic Probation status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4, and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions, but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “C” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.*

### 6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

 <b>Nationally Normed Assessment</b>	<b>6.5</b>	<b>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice a year and the administration should be identified on the school calendar. Which Nationally normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30<sup>th</sup> of each year.</b>
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Zenith utilizes administration of the state selected and approved alternate assessment TerraNova 3. This assessment is administered twice a year at the end of September and the end of March each year. Teachers who do not have value added data from state assessments (PARCC/ AIR/OAA) will utilize data from TerraNova assessments to demonstrate student growth in their content areas as described in written SLO's. The SLO data collected will count as the 50% SGM needed for teachers' OTES evaluations per current state regulations. Student growth measures will be adjusted to maintain compliance with state policies as needed.

 <b>Ohio's Next Generation of Assessments</b>	<b>6.5</b>	<b>(2) Ohio's Next Generation of Assessments must be included in the school's assessment plan and be included on the school calendar. Confirm use of Ohio's Next Generation of Assessments. Discuss plans for implementation.</b>
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1. Curriculum: ZAW will use the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards as the basis to develop its curriculum and instruction for kindergarten through grade ninth. Alignment with the Ohio's New Learning Standards that include Common Core and the revised science and social studies standards ensures student preparation for the current OAA for 2013-14 and Next Generation Assessments for 2014-15 and beyond. ZAW's standards based curriculum is teacher developed and utilizes textbooks that provide alternatives for differentiating instruction. A curriculum basis that is aligned to the curriculum, texts, and state standards will be provided in the form of scope and sequence curriculum maps from ZAW's sister school (Zenith Academy). The curriculum will be sequentially developed for kindergarten through grade ninth, with emphasis placed on mastery at grade level and special intervention for at risk students. The curriculum will include the following content areas:

- Language Arts (Reading, Composition, Listening, Visual Literacy, and Oral Communication)
- Math
- Science
- Social Studies, including Citizenship
- The Arts
- Physical Education/Health & Safety

The objectives for each subject, at each grade level (K - 9), are available on the Ohio Department of Education website. Professional Development done by experienced teachers in the ZAW district will be provided to train staff in the use of all existing curriculum before the school year starts. Professional Development opportunities throughout the school year will be provided to help staff add to the curriculum with supplemental methods and resources, strategies for effective classroom practices, and differentiation methods.


 <b>Local Assessments</b>	<b>6.5</b>	<b>(3) Identify any local formative and summative assessments that will be utilized. Discuss rationale for and implementation of assessments.</b>
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Zenith utilizes the Illuminate ISS system to create summative 4.5 short cycle assessments. This system was selected as it utilizes the NWEA item bank, has reliable, standards-based questions, and is an established, utilized system. In addition, Zenith receives support with Illuminate through OAPCS to ensure full implementation.

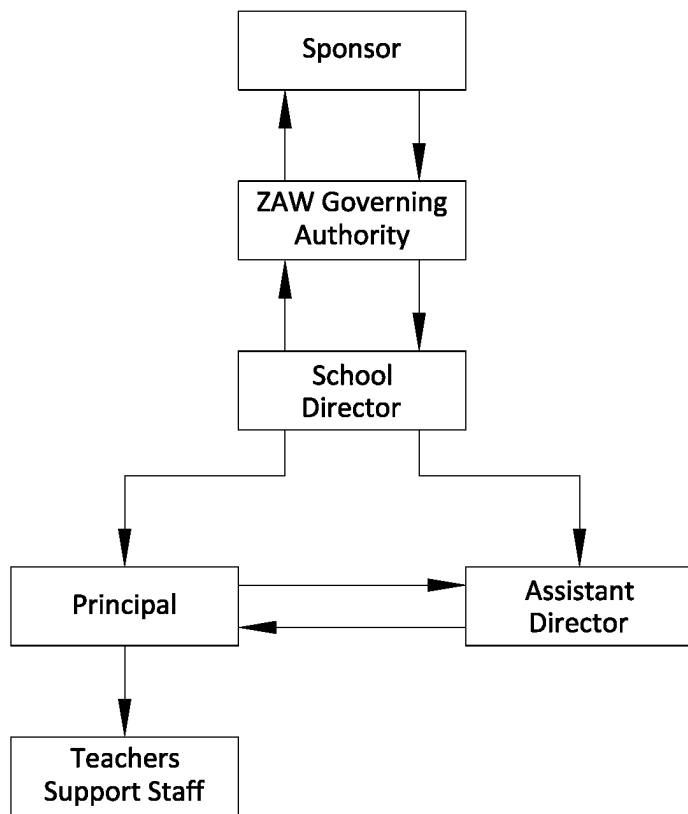
Formative assessments are used daily and vary upon a lesson. The collection of this data is guided through staff FIP training provided by the sponsor and/or administrator.

### **8.1 Employment**

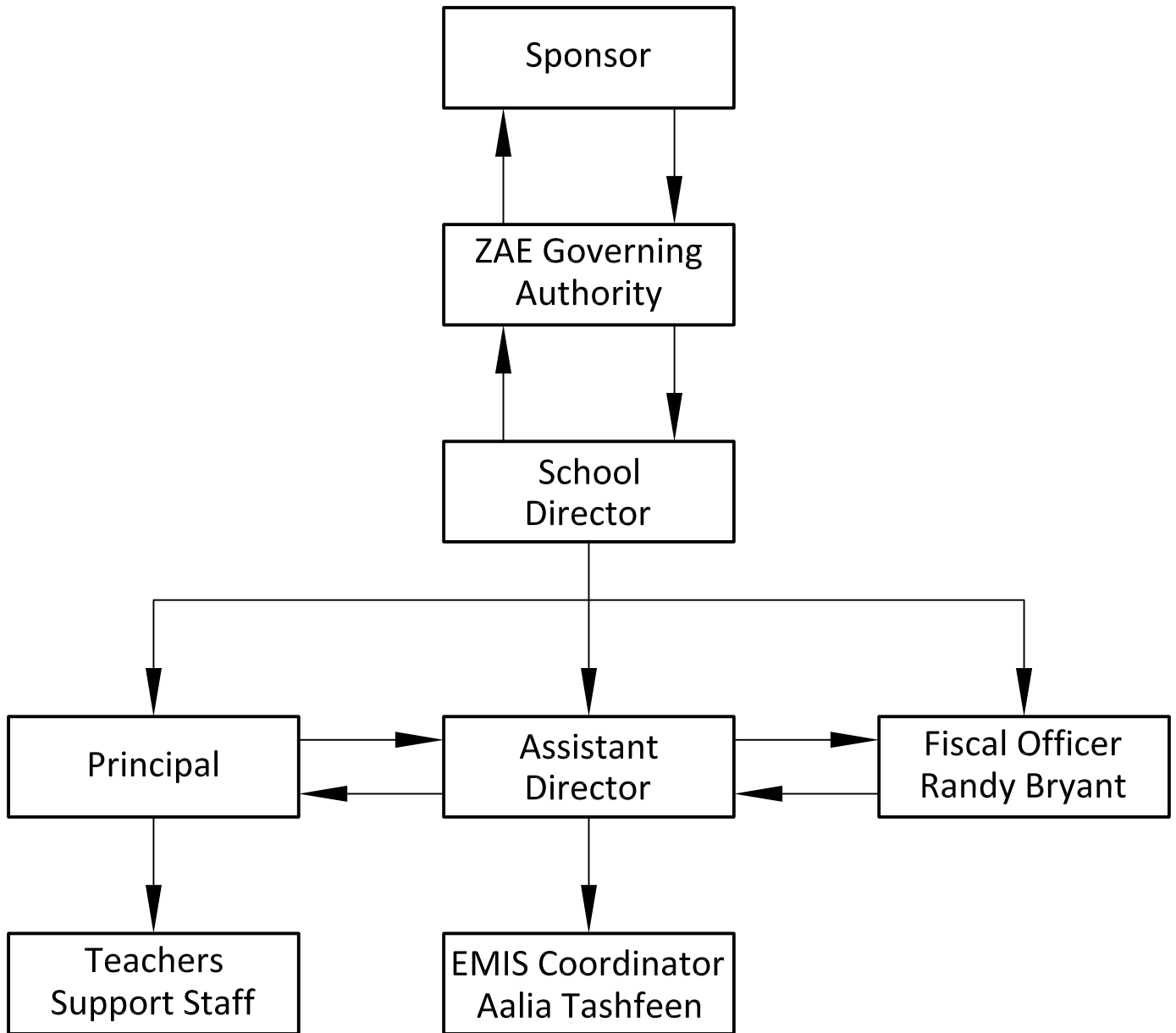
**Personnel and understanding of roles and are responsibilities are critical for successful school operation.**


 <b>Organizational Chart</b>	<b>8.1</b>	<b>1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).</b>
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### Organizational Chart



# Organizational Chart



 Roles and Responsibilities	8.1	<b>2) Describe the roles and responsibilities of the school staff that align to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e., speech and language pathologist, school psychologist, etc.), e) other.</b>
<p><b>Zenith Academy West Job Descriptions</b>  Management and Staff Structure (Detailed Job Descriptions)</p> <p>A. Staff Positions.</p> <p>School Director. A School Director shall be hired by the Governing Authority to direct and coordinate the overall business operation of the school and provide day-to-day administrative control over matters of finances and facilities. The School Director shall be directly accountable to the Governing Authority. The School Director will work cooperatively with and supervise the Principal to ensure the smooth and successful operation of Zenith Academy West. The School Director will be a non-voting member of the GOVERNING AUTHORITY. The School Director, if serving as the fiscal officer of the Governing Authority, shall be bonded, as required by law. (O.R.C. 3314.011)</p> <ol style="list-style-type: none"> <li>1. Principal. The Principal shall be hired by the Governing Authority. The Principal must have teaching certification and a background in education and be familiar with administrative practices. The Principal plans, implements, directs and administers the educational program of the school, and all matters ancillary thereto. The Principal is accountable for the school's educational plan, academic achievement, parental and community involvement, compliance with all special education mandates, compliance with health and safety standards. The Principal in consultation with the director of the school recruits faculty and other personnel, makes hiring recommendations, evaluates teacher performance and makes retention recommendations to the director of the school. The Principal works cooperatively with the director of school and the director of the educational programs to ensure the smooth and successful operation of Zenith Academy West. The Principal will be a non-voting member of the GOVERNING AUTHORITY.</li> <li>2. Teacher. Zenith Academy West will employ, full-time State of Ohio certificated teachers.</li> <li>3. Instructional Assistants: The school will employ part-time and/or full-time Instructional Assistants, as needed, to assist certificated teachers with students with ESL needs. The Instructional Assistants may be native language speakers who are working towards their teaching certification.</li> <li>4. Assistant Director. The school will employ a full-time Assistant Director beginning in the first year of operations. The Assistant Director will be responsible for maintaining all student records, files and computer records, and assisting the Principal in the day-to-day operation of the school. The Assistant Director will also maintain the day-to-day financial records, and assist the School Director as required.</li> <li>5. Custodian. The school will employ a part-time Custodian to maintain the premises in a clean and orderly condition.</li> </ol> <p>B. Explanation of Lines of Supervision Within the Organization.</p> <p>Teachers will receive their directions from the Principal of Zenith Academy West, and will seek the assistance of the Principal whenever necessary. Teachers will instruct and give directions to students, and consult with Parents on an on-going basis to ensure that the needs of all students are being appropriately met. Parents are expected to communicate with the classroom Teacher prior to approaching the Principal concerning any problems, difficulties or issues. Students receive instruction and direction from their classroom Teacher and are accountable to that Teacher for academic advancement, but are responsible to each staff member for good behavior, proper manners and politeness.</p> <p>The GOVERNING AUTHORITY establishes policy and is ultimately responsible for the implementation of the Community School Contract. Individual members of the GOVERNING AUTHORITY are discouraged from communicating individual and/or personal views, opinions and suggestions directly to members of the staff of Zenith Academy West. The GOVERNING AUTHORITY will typically convey to the school director any concerns, issues, problems, or changes in policy. The school director is responsible for communicating these matters to the Principal and school staff to</p>		

ensure appropriate implementation. The GOVERNING AUTHORITY may, at times, seek Teacher, Student and Parent input regarding the school, its educational program, its operation, or any other matter to determine whether the Management Company is performing according to the terms of the contract.

C. Policies/Procedures Ensuring the Implementation of the Educational Plan

To ensure that the educational plan of the school is implemented as proposed, all of the following will be done:

- Prior to the beginning of the school year, all Teachers will be provided training on the educational program
- The school Director will ensure each classroom has appropriate curriculum materials, furniture and equipment
- The Principal will provide formal and informal supervision and direction for classroom Teachers
- Lesson plans will be checked by the Principal to ensure that the goals and objectives of the curriculum at each grade level are being taught
- Regular staff meetings will be conducted by the Principal to review the educational plan and school policies
- Halls will be monitored and recess will be supervised to ensure that the school presents an orderly environment
- The Principal will periodically conduct informal visits with Students

**Zenith Academy West Job Descriptions - Principal**

**PURPOSE**

The principal is responsible for the administration and operation of the school's educational program, and all matters ancillary thereto. This responsibility includes planning, implementing, organizing, directing and coordinating the instructional program, discipline, administrative services, school, parent, student, community relations, and, providing programs for character development.

**DUTIES**

- Plan programs fostering academic excellence
- Foster and encourage curriculum development
- Foster and develop in-service programs for teacher growth
- Plan and implement teacher supervision and evaluation
- Prepare and chair faculty meetings
- Approve all school policies and regulations
- Is responsible for school/community relations, including activities of parent groups, staff and parent bulletins and newsletters
- Approve all news and publicity releases
- Attend to all school emergencies
- Is responsible for the implementation of the school calendar
- Formulate and implement the school's marketing and development programs
- Coordinate state/federal programs Is knowledgeable of legal issues relating to Public Schools

Work cooperatively with the Governing Authority and Director to insure appropriate fiscal planning and management including budget development and implementation

- Plan and implement an effective character education program
- Approve textbook and supplies inventory and distribution
- Report to the Governing Authority of Zenith Academy West at its regular meetings, and to the Governing Authority of Management Company, when requested
- Interview, select and make hiring and termination recommendations to the Governing Authority for all certified and non-certified teaching and nonprofessional personnel
- Develop, update and distribute parent, student and faculty handbook plus Student Code of Conduct
- Is an ex-officio member of all school committees

## 2015-2016 St. Aloysius Sponsorship Contract Education Plan Attachment

- Cooperate with and record information regarding health inspections, safety drills and inspections
- Participate in disciplinary and special education meetings with teachers, when necessary

Other duties as may be assigned

### RELATIONSHIPS

- Work cooperatively with the Business Director, the Governing Authority of Zenith Academy West and the Management Company.
- Maintain effective relationships with the Ohio Department of Education, the SPONSOR, and local building and health authorities.
- Work cooperatively with parents to maintain a strong positive home/school relationship.
- Work cooperatively with local public school personnel as necessary.
- Establish positive relationships and networks with other community school personnel.
- Direct fundraising and grant writing program for the school.
- Coordinate special education service providers.

### SKILLS AND REQUIREMENTS:

- Bachelor's Degree in Education required. Masters Degree preferred.
- Administrative/supervisory experience preferred.
- Demonstrate ability to plan, direct and coordinate personnel, programs and facilities of a school.
- Demonstrate ability to understand the implication of social, political, educational, racial and economic changes and the significance they hold for the school community and its programs.
- Demonstrate ability to motivate individuals to cooperate in achieving the goals and objectives of the school.
- Minimum of five years as teacher or principal in a public or private school setting.

### EXPERIENCE

- Minimum of five years as a teacher or principal in a public or private school setting.

### EVALUATION

- Evaluation of the principal will be carried out by the Governing Authority.
- Evaluation of the principal should be done often on an informal basis and formally at the end of each school year when contracts are being considered for renewal.

### Zenith Academy West Job Descriptions - General Classroom Teacher

#### DUTIES TO THE SCHOOL AND STUDENTS

- To give students an example of good character.
- To work cooperatively with the principal and other school officials in carrying out the educational policies and regulations of the school.
- To obtain the principal's permission for all special activities and those involving a change in schedule.
- To deal impartially and justly with students regardless of their physical, mental, emotional, political, economic, social, religious or racial characteristics.
- To recognize differences among students and seek to meet their individual needs.

## 2015-2016 St. Aloysius Sponsorship Contract Education Plan Attachment

- To refer to the principal all moral, educational and disciplinary problems of a serious nature.
- To make out reports and records accurately and promptly.
- To make all requests for equipment, repairs, custodial services, etc., through the principal or the person so delegated.
- To exhibit a sense of responsibility for the general care of the school building and grounds.
- Other duties as may be assigned by the principal or the Governing Authority.

### DUTIES TO THE PARENTS

- To respect the basic responsibility of parents for their children.
- To establish friendly and cooperative relationships.
- To provide parents with information that will best serve the interests of their children and to be discreet with information received from parents.
- To participate actively in parent conferences and other school activities, including: community and parent education nights, open houses, shows, concerts, science fairs, field trips, and other activities as may be required by the principal.

### DUTIES TO THE TEACHING PROFESSION

- To prepare written Lesson Plans according to the form specified for the teaching staff.
- To submit lesson plans to the principal regularly.
- To make lesson plans available to the principal during classroom observations/visitations.
- To make lesson plans available to substitute teachers in case of absence of the regular teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract until service has been performed.
- To treat all members of the school staff in a professional, respectful manner.
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teacher.
- To cooperate whole-heartedly with the in-service program for professional growth.

### EDUCATION

- A four year degree from an accredited college and a teaching certificate issued by the State of Ohio.

### EXPERIENCE

- Teaching experience preferred, but not required.

### EVALUATION

- Performance will be reviewed at the end of 6 weeks, 3 months, 1 year, and thereafter, as needed, but not less than twice annually. Performance will be evaluated by the Principal.

### Zenith Academy West Job Descriptions - Teaching Assistant

#### DUTIES TO THE SCHOOL AND STUDENTS

- To work under the immediate direction of the classroom teacher.
- To give students an example of good character.
- To work cooperatively with the teacher, principal and other school officials in carrying out the educational program, policies, rules and regulations of the school.
- To obtain the teacher's permission for any activities that involve a change of schedule.

## 2015-2016 St. Aloysius Sponsorship Contract Education Plan Attachment

- To deal impartially and justly with students regardless of their physical, mental, emotional, political, economic, social, religious or racial characteristics.
- To recognize differences among students and seek to meet their individual needs.
- To refer to the teacher any moral, educational, or disciplinary problem of a serious nature.
- To make out reports and records accurately and promptly.
- To make all requests for equipment, repairs, custodial services, etc., through the teacher.
- To exhibit a sense of responsibility for the general care of the entire school building and grounds.

### DUTIES TO THE PARENTS

- To respect the basic responsibility of parents for their children.
- To establish a friendly and cooperative relationships with parents.
- To be present in homeroom at times assigned for parent interviews, and to contribute as the teacher feels advisable.
- To provide parents with information that will best serve the interest of their children and to be discreet with information received from parents. All information sent home is to receive the authorization of the classroom teacher and/or principal.

### DUTIES TO THE TEACHING PROFESSION

- To prepare written Lesson Plans according to the accepted form of lesson planning and as directed by the teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract.
- To treat all members of the school staff in a professional, respectful manner,
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teachers.
- To cooperate whole-heartedly with the in-service program for professional growth.
- To provide direction to the class in absence of classroom Teacher.

### EDUCATION

- Is working toward a four year degree from an accredited college to become a teacher certified by the State of Ohio.

### EXPERIENCE EVALUATION

- Prior classroom experience is preferred but not required.
- Performance will be reviewed at the end of 6 weeks, 3 months, 6 months, 1 year, and thereafter as needed, but not less than twice annually. Performance will be evaluated by the Principal, with input from the classroom Teacher.

### Zenith Academy West Job Descriptions – Special Education Teacher

Under the direction of the school principal, the special education teacher plans and provides for appropriate learning experiences for students with disabilities in a variety of educational settings. The person in this position is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students can access and benefit from the general education curriculum to the greatest extent possible when supported with supplemental aides, accommodations, and other needed supports.

### DUTIES TO SCHOOL AND STUDENTS

- Provide direct and indirect instructional support to students in a positive environment.

## 2015-2016 St. Aloysius Sponsorship Contract Education Plan Attachment

- Employ special educational strategies and techniques during instruction to improve the development of sensory- and perceptual-motor skills, language, cognition, and memory.
- Instruct students in academic subjects using a variety of techniques such as phonetics, multi-sensory learning, and repetition to reinforce learning and to meet students' varying needs and interests.
- Teach socially acceptable behavior, as determined by the students' individualized education programs (IEPs) by employing techniques in an overall positive behavioral support system.
- Modify the general education curriculum for students with disabilities based upon a variety of instructional techniques and technologies.
- Plan and conduct activities for a balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.
- Establish and enforce rules for behavior and procedures for maintaining an environment conducive to learning for all students.
- Maintain accurate and complete student records and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Establish clear objectives for all lessons, units, and projects and communicate those objectives to students.
- Develop plans for effective communication, monitoring, and follow-up of students in inclusive classroom settings.
- Provide crisis intervention, as needed, for students and those in inclusive classrooms.
- Assist in collection of data for providing appropriate classroom interventions.
- Serve as a member of a multidisciplinary team as appropriate.
- Assist in preparation of data for local, state, and federal reports.
- Maintain professional competence by participating in staff development activities, curriculum development meetings, and other professional opportunities.
- Perform related work as required.

### **DUTIES TO THE PARENTS**

- To respect the basic responsibility of parents for their children.
- To establish friendly and cooperative relationships.
- To provide parents with information that will best serve the interests of their children and to be discreet with information received from parents.
- To participate actively in parent conferences and other school activities, including: community and parent education nights, open houses, shows, concerts, science fairs, field trips, and other activities as may be required by the principal.
- Meet with parents to discuss their children's progress and to determine priorities for their children and their individualized educational needs.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs (IEPs) designed to promote students' educational, physical, and social/emotional development.

### **DUTIES TO THE TEACHING PROFESSION**

- To prepare written Lesson Plans according to the form specified for the teaching staff.
- To submit lesson plans to the principal regularly.
- To make lesson plans available to the principal during classroom observations/visitations.
- To make lesson plans available to substitute teachers in case of absence of the regular teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract until service has been performed.
- To treat all members of the school staff in a professional, respectful manner.
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teacher.
- To cooperate whole-heartedly with the in-service program for professional growth.

### **EDUCATION**

- A four year degree from an accredited college in an approved program for special education, or general curriculum, or have completed a major in special education, or required hours in the education of students with disabilities in the assigned area required and a current and valid teaching certificate issued by the State of Ohio with appropriate special education endorsements.

### **EXPERIENCE**

- Teaching experience preferred, but not required.

**EVALUATION**

- Performance will be reviewed at the end of 6 weeks, 3 months, 1 year, and thereafter, as needed, but not less than twice annually. Performance will be evaluated by the Principal.

**Zenith Academy West Job Descriptions – Teacher for English Language Learners**

Under the direction of the school principal, the teacher for English Language Learners plans and provides for appropriate learning experiences for students with English as a Second Language in a variety of educational settings. The person in this position is responsible for creating a flexible program and learning environment that provides specialized instruction for ELL students, such that the students can access and benefit from the general education curriculum to the greatest extent possible when supported with supplemental aides, accommodations, and other needed supports.

**DUTIES TO SCHOOL AND STUDENTS**

- Plans, organizes, and provides instruction in English in the Core Curriculum Content Standards as defined by ODE. Instruction must be consistent and coordinated with the district's instructional program so that students meet and exceed learning targets and the requirements outlined in the state and federal law.
- Develops and delivers lesson plans utilizing a broad range of appropriate differentiated techniques and strategies addressing all aspects of communication that develop each student's ability to read, write, speak, and listen in content areas at levels that ensure learners meet or exceed learning targets, and allow English learners to meaningfully access the district's instructional program.
- Administers academic and language assessments for the purpose of evaluating student's progress in meeting academic learning targets and progress in language acquisition. Maintains complete and accurate records of student's progress and evidence of growth and progress.
- Provides a nurturing, supportive, and positive learning environment with high expectations that encourage student responsibility, enhance motivation, clearly communicate classroom routines, and incorporate challenging instructional strategies.
- Facilitates frequent and effective home-school communication by coordinating: conferences; written communication; parent trainings and other meetings/events; and administrative support for childcare, interpreting, translations, etc.
- Attends professional English Language Acquisition meetings as well as serves on building or district committees, and attends staff meetings as may be requested or as established by school policy.
- Understands and complies with the policies, rules, and regulations regarding the English learners. Advocates for the program needs that are required to meet the learning needs of English learner.

**DUTIES TO THE PARENTS**

- To respect the basic responsibility of parents for their children.
- To establish friendly and cooperative relationships.
- To provide parents with information that will best serve the interests of their children and to be discreet with information received from parents.
- To participate actively in parent conferences and other school activities, including: community and parent education nights, open houses, shows, concerts, science fairs, field trips, and other activities as may be required by the principal.
- Meet with parents to discuss their children's progress and to determine priorities for their children and their individualized educational needs.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs designed to promote students' educational, physical, and social/emotional development.

**DUTIES TO THE TEACHING PROFESSION**

- To prepare written Lesson Plans according to the form specified for the teaching staff.
- To submit lesson plans to the principal regularly.

- To make lesson plans available to the principal during classroom observations/visitations.
- To make lesson plans available to substitute teachers in case of absence of the regular teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract until service has been performed.
- To treat all members of the school staff in a professional, respectful manner.
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teacher.
- To cooperate whole-heartedly with the in-service program for professional growth.

#### **EDUCATION**

- A four year degree from an accredited college with an ESL or Bilingual Program Endorsement and a teaching certificate issued by the State of Ohio.

#### **EXPERIENCE**

- Teaching experience preferred, but not required.

#### **EVALUATION**

- Performance will be reviewed at the end of 6 weeks, 3 months, 1 year, and thereafter, as needed, but not less than twice annually. Performance will be evaluated by the Principal.

#### **Zenith Academy West Job Descriptions - Assistant Director**

##### **DUTIES**

- Providing secretarial, clerical and administrative support to the Director and the Principal.
- Acting as liaison between Principal and staff, pupils and the public.
- Interpreting policies and procedures for the professional staff, pupils, and public.
- Composing, editing and preparing bulletins, schedules and correspondence.
- Preparing necessary routine reports.
- Preparing replies to routine correspondence.
- Maintaining schedules for the assigned responsibilities of personnel and for the use of equipment.
- Assisting teachers with their questions or problems within her discretionary jurisdiction.
- Maintaining school administrative and student records.
- Registering pupils and processing their records.
- Giving information and answering complaints relating to school.
- Receiving children, answering routine questions and rendering minor first-aid.
- Attending faculty meetings at the request of the principal.
- Assisting Principal and Director with financial data entry and reports.
- Assigning and supervising the work of clerical and/or student assistants.
- Supervising the distribution and storage of books, supplies and equipment.
- Inventory control and ordering of forms and supplies.
- Keeping the office bulletin boards up-to-date.
- Other duties as assigned by Principal, Director or Governing Authority

##### **EVALUATION**

- Performance will be received at the end of 6 weeks, 3 months, 6 months, 1 year, and thereafter, as needed, but not less than annually. Performance will be evaluated by the Principal.

**EXPERIENCE**

- Prior Assistant Director experience preferred but not required

**Zenith Academy West Job Descriptions - Custodian**

It is the responsibility of the principal to establish an efficient system of custodial maintenance to ensure proper heating, ventilation, cleanliness and sanitation of the school. Proper environmental conditions promote a healthful, attractive educational atmosphere, ensuring maximum performance by teachers and students. A school custodian should have a genuine liking for children. The custodian shall try to be as flexible as possible and available in emergency situations. Since school programs are changeable, the daily schedule may change depending on the occasion, and the custodian must remain flexible.

**MAJOR RESPONSIBILITIES****1. Maintains ethical and professional standards**

Protects and promotes the good reputation of the school, its students, parents, teachers, employees and administrators

Provides healthy role model for students and positive image of the school through personal conduct and appearance

Is regular and punctual in attendance

Performs all duties and may, from time-to-time, be assigned by the principal or the Governing Authority

**2. Clean on a daily basis**

Vacuum all carpeted areas and sweep/mop all tile floors.

Empty all trash containers.

Sweep entrance way and vacuum entrance-way mats.

Check mailbox for job requests.

Clean all restrooms thoroughly (mirrors, sinks, toilets, floors).

Take survey of building including checking of fire extinguishers and furnace room.

Refill paper dispensers.

Monitor heat and/or air conditioning.

Submit all orders for janitorial supplies and equipment to the principal.

Close windows, doors; turn off lights; take survey of building.

**3. Clean on a weekly basis**

Clean bathrooms and entrance ways.

Wash desk tops.

**4. Clean building as needed.**

Clean all windows on a regular basis (monthly) including glass in doors.

Remove snow and ice from all entrances and sidewalks.

Prepare schedules of cleaning plans for vacation times and submit said schedule to principal two weeks prior to school vacation days.

Develop schedule of summer cleaning with principal.

Complete all tasks as directed by principal.

#### EMERGENCY SITUATIONS

Clean up immediately upon request when a student is ill or has had an accident. The custodian may alter the daily schedule depending on the occasion and emergency. Weather may be an emergency. When emergency occurs outside normal working hours, compensation will be paid for hours worked by the custodian.

#### EVALUATION

Performance will be evaluated by the Principal in consultation with the Director.

#### Zenith Academy West Job Descriptions - Director

#### QUALIFICATIONS

The School director will be familiar with business and financial matters, and have education and/or experience in some or all of the following: facilities management; accounting; business management; school operations; school administration; financial management; or such other qualifications as the Governing Authority deems appropriate.

#### RESPONSIBILITY



The school director is directly responsible to the Governing Authority. The School director and Principal must work cooperatively to ensure that an appropriate educational environment exists at the school. The School Director will provide direct supervision or will share oversight responsibilities with the Principal for office staff, including the Assistant Director.

#### DUTIES

- Is responsible for all money received from whatsoever source.
- Shall see that no money shall be paid out of the school fund except on a check signed by those so authorized.
- Shall pay salaries to all personnel as have been authorized by the Governing Authority.

Shall arrange for investment of surplus funds.

- Prepares monthly and annual financial statements for the Governing Authority, and keeps a record of all receipts and expenditures as prescribed.
- Completes, audits, and files with the Governing Authority all required financial reports.
- Assists the Principal in the preparation of the Annual Budget.
- Renders monthly or quarterly statements to the Governing Authority showing revenues, receipts, expenditures, disbursements, and balances remaining in each appropriation.
- Supervises the office staffs' responsibilities Supervises accounts payable.
- Shall prepare, or oversee the preparation of, all federal, State and local tax forms.
- Performs such other duties as directed by the Governing Authority.

 <b>Recruitment and Retention Plan</b>	<b>8.1</b>	<b>3) Describe the plan to recruit and retain highly qualified personnel.</b>
<p>The Board of Zenith Academy West also serves as the governing authority for other Zenith entities. The board intends to retain highly qualified staff to the extent the budget allows. In some circumstances, the employee might be moved to other Zenith entities in order to retain the staff valued as an asset.</p>		
 <b>Student/Teacher Ratios</b>	<b>8.1</b>	<b>4) State the student/teacher ratio for the school.</b>

# Zenith Academy West Job Descriptions

## Management and Staff Structure (Detailed Job Descriptions)

### A. Staff Positions.

School Director. A School Director shall be hired by the Governing Authority to direct and coordinate the overall business operation of the school and provide day-to-day administrative control over matters of finances and facilities. The School Director shall be directly accountable to the Governing Authority. The School Director will work cooperatively with and supervise the Principal to ensure the smooth and successful operation of Zenith Academy West. The School Director will be a non-voting member of the GOVERNING AUTHORITY. The School Director, if serving as the fiscal officer of the Governing Authority, shall be bonded, as required by law. (O.R.C. 3314.011)

1. Principal. The Principal shall be hired by the Governing Authority. The Principal must have teaching certification and a background in education and be familiar with administrative practices. The Principal plans, implements, directs and administers the educational program of the school, and all matters ancillary thereto. The Principal is accountable for the school's educational plan, academic achievement, parental and community involvement, compliance with all special education mandates, compliance with health and safety standards. The Principal in consultation with the director of the school recruits faculty and other personnel, makes hiring recommendations, evaluates teacher performance and makes retention recommendations to the director of the school. The Principal works cooperatively with the director of school and the director of the educational programs to ensure the smooth and successful operation of Zenith Academy West. The Principal will be a non-voting member of the GOVERNING AUTHORITY.
2. Teacher. Zenith Academy West will employ, full-time State of Ohio certificated teachers.
3. Instructional Assistants: The school will employ part-time and/or full-time Instructional Assistants, as needed, to assist certificated teachers with students with ESL needs. The Instructional Assistants may be native language speakers who are working towards their teaching certification.
4. Assistant Director. The school will employ a full-time Assistant Director beginning in the first year of operations. The Assistant Director will be responsible for maintaining all student records, files and computer records, and assisting the Principal in the day-to-day operation of the school. The Assistant Director will also maintain the day-to-day financial records, and assist the School Director as required.
5. Custodian. The school will employ a part-time Custodian to maintain the premises in a clean and orderly condition.

### B. Explanation of Lines of Supervision Within the Organization.

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

The GOVERNING AUTHORITY establishes policy and is ultimately responsible for the implementation of the Community School Contract. Individual members of the GOVERNING AUTHORITY are discouraged from communicating individual and/or personal views, opinions and suggestions directly to members of the staff of Zenith Academy West. The GOVERNING AUTHORITY will typically convey to the school director any concerns, issues, problems, or changes in policy. The school director is responsible for communicating these matters to the Principal and school staff to ensure appropriate implementation. The GOVERNING AUTHORITY may, at times, seek Teacher, Student and Parent input regarding the school, its educational program, its operation, or any other matter to determine whether the Management Company is performing according to the terms of the contract.

**C. Policies/Procedures Ensuring the Implementation of the Educational Plan**

To ensure that the educational plan of the school is implemented as proposed, all of the following will be done:

- Prior to the beginning of the school year, all Teachers will be provided training on the educational program
- The school Director will ensure each classroom has appropriate curriculum materials, furniture and equipment
- The Principal will provide formal and informal supervision and direction for classroom Teachers
- Lesson plans will be checked by the Principal to ensure that the goals and objectives of the curriculum at each grade level are being taught
- Regular staff meetings will be conducted by the Principal to review the educational plan and school policies
- Halls will be monitored and recess will be supervised to ensure that the school presents an orderly environment
- The Principal will periodically conduct informal visits with Students

# Zenith Academy West Job Descriptions - Principal

## **PURPOSE**

The principal is responsible for the administration and operation of the school's educational program, and all matters ancillary thereto. This responsibility includes planning, implementing, organizing, directing and coordinating the instructional program, discipline, administrative services, school, parent, student, community relations, and, providing programs for character development.

## **DUTIES**

- Plan programs fostering academic excellence
  - Foster and encourage curriculum development
  - Foster and develop in-service programs for teacher growth
  - Plan and implement teacher supervision and evaluation
  - Prepare and chair faculty meetings
  - Approve all school policies and regulations
  - Is responsible for school/community relations, including activities of parent groups, staff and parent bulletins and newsletters
  - Approve all news and publicity releases
  - Attend to all school emergencies
  - Is responsible for the implementation of the school calendar
  - Formulate and implement the school's marketing and development programs
  - Coordinate state/federal programs Is knowledgeable of legal issues relating to Public Schools Work cooperatively with the Governing Authority and Director to insure appropriate fiscal planning and management including budget development and implementation
  - Plan and implement an effective character education program
  - Approve textbook and supplies inventory and distribution
  - Report to the Governing Authority of Zenith Academy West at it regular meetings, and to the Governing Authority of Management Company, when requested
  - Interview, select and make hiring and termination recommendations to the Governing Authority for all certified and non-certified teaching and nonprofessional personnel
  - Develop, update and distribute parent, student and faculty handbook plus Student Code of Conduct
  - Is an ex-officio member of all school committees
  - Cooperate with and record information regarding health inspections, safety drills and inspections
  - Participate in disciplinary and special education meetings with teachers, when necessary
- Other duties as may be assigned

## **RELATIONSHIPS**

- Work cooperatively with the Business Director, the Governing Authority of Zenith Academy West and the Management Company.
- Maintain effective relationships with the Ohio Department of Education, the SPONSOR, and local building and health authorities.
- Work cooperatively with parents to maintain a strong positive home/school relationship.
- Work cooperatively with local public school personnel as necessary.
- Establish positive relationships and networks with other community school personnel.
- Direct fundraising and grant writing program for the school.
- Coordinate special education service providers.

## **SKILLS AND REQUIREMENTS:**

- Bachelor's Degree in Education required. Masters Degree preferred.
- Administrative/supervisory experience preferred.

- Demonstrate ability to plan, direct and coordinate personnel, programs and facilities of a school.
- Demonstrate ability to understand the implication of social, political, educational, racial and economic changes and the significance they hold for the school community and its programs.
- Demonstrate ability to motivate individuals to cooperate in achieving the goals and objectives of the school.
- Minimum of five years as teacher or principal in a public or private school setting.

**EXPERIENCE**

- Minimum of five years as a teacher or principal in a public or private school setting.

**EVALUATION**

- Evaluation of the principal will be carried out by the Governing Authority.
- Evaluation of the principal should be done often on an informal basis and formally at the end of each school year when contracts are being considered for renewal.

# Zenith Academy West Job Descriptions – General Classroom Teacher

## **DUTIES TO THE SCHOOL AND STUDENTS**

- To give students an example of good character.
- To work cooperatively with the principal and other school officials in carrying out the educational policies and regulations of the school.
- To obtain the principal's permission for all special activities and those involving a change in schedule.
- To deal impartially and justly with students regardless of their physical, mental, emotional, political, economic, social, religious or racial characteristics.
- To recognize differences among students and seek to meet their individual needs.
- To refer to the principal all moral, educational and disciplinary problems of a serious nature.
- To make out reports and records accurately and promptly.
- To make all requests for equipment, repairs, custodial services, etc., through the principal or the person so delegated.
- To exhibit a sense of responsibility for the general care of the school building and grounds.
- Other duties as may be assigned by the principal or the Governing Authority.

## **DUTIES TO THE PARENTS**

- To respect the basic responsibility of parents for their children.
- To establish friendly and cooperative relationships.
- To provide parents with information that will best serve the interests of their children and to be discreet with information received from parents.
- To participate actively in parent conferences and other school activities, including: community and parent education nights, open houses, shows, concerts, science fairs, field trips, and other activities as may be required by the principal.

## **DUTIES TO THE TEACHING PROFESSION**

- To prepare written Lesson Plans according to the form specified for the teaching staff.
- To submit lesson plans to the principal regularly.
- To make lesson plans available to the principal during classroom observations/visitations.
- To make lesson plans available to substitute teachers in case of absence of the regular teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract until service has been performed.
- To treat all members of the school staff in a professional, respectful manner.
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teacher.
- To cooperate whole-heartedly with the in-service program for professional growth.

## **EDUCATION**

- A four year degree from an accredited college and a teaching certificate issued by the State of Ohio.

## **EXPERIENCE**

- Teaching experience preferred, but not required.

## **EVALUATION**

- Performance will be reviewed at the end of 6 weeks, 3 months, 1 year, and thereafter, as needed, but not less than twice annually. Performance will be evaluated by the Principal.

## Zenith Academy West Job Descriptions – Special Education Teacher

Under the direction of the school principal, the special education teacher plans and provides for appropriate learning experiences for students with disabilities in a variety of educational settings. The person in this position is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students can access and benefit from the general education curriculum to the greatest extent possible when supported with supplemental aides, accommodations, and other needed supports.

### **DUTIES TO SCHOOL AND STUDENTS**

- Provide direct and indirect instructional support to students in a positive environment.
- Employ special educational strategies and techniques during instruction to improve the development of sensory- and perceptual-motor skills, language, cognition, and memory.
- Instruct students in academic subjects using a variety of techniques such as phonetics, multi-sensory learning, and repetition to reinforce learning and to meet students' varying needs and interests.
- Teach socially acceptable behavior, as determined by the students' individualized education programs (IEPs) by employing techniques in an overall positive behavioral support system.
- Modify the general education curriculum for students with disabilities based upon a variety of instructional techniques and technologies.
- Plan and conduct activities for a balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.
- Establish and enforce rules for behavior and procedures for maintaining an environment conducive to learning for all students.
- Maintain accurate and complete student records and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Establish clear objectives for all lessons, units, and projects and communicate those objectives to students.
- Develop plans for effective communication, monitoring, and follow-up of students in inclusive classroom settings.
- Provide crisis intervention, as needed, for students and those in inclusive classrooms.
- Assist in collection of data for providing appropriate classroom interventions.
- Serve as a member of a multidisciplinary team as appropriate.
- Assist in preparation of data for local, state, and federal reports.
- Maintain professional competence by participating in staff development activities, curriculum development meetings, and other professional opportunities.
- Perform related work as required.

### **DUTIES TO THE PARENTS**

- To respect the basic responsibility of parents for their children.
- To establish friendly and cooperative relationships.
- To provide parents with information that will best serve the interests of their children and to be discreet with information received from parents.
- To participate actively in parent conferences and other school activities, including: community and parent education nights, open houses, shows, concerts, science fairs, field trips, and other activities as may be required by the principal.
- Meet with parents to discuss their children's progress and to determine priorities for their children and their individualized educational needs.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs (IEPs) designed to promote students' educational, physical, and social/emotional development.

**DUTIES TO THE TEACHING PROFESSION**

- To prepare written Lesson Plans according to the form specified for the teaching staff.
- To submit lesson plans to the principal regularly.
- To make lesson plans available to the principal during classroom observations/visitations.
- To make lesson plans available to substitute teachers in case of absence of the regular teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract until service has been performed.
- To treat all members of the school staff in a professional, respectful manner.
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teacher.
- To cooperation whole-heartedly with the in-service program for professional growth.

**EDUCATION**

- A four year degree from an accredited college in an approved program for special education, or general curriculum, or have completed a major in special education, or required hours in the education of students with disabilities in the assigned area required and a current and valid teaching certificate issued by the State of Ohio with appropriate special education endorsements.

**EXPERIENCE**

- Teaching experience preferred, but not required.

**EVALUATION**

- Performance will be reviewed at the end of 6 weeks, 3 months, 1 year, and thereafter, as needed, but not less than twice annually. Performance will be evaluated by the Principal.

## Zenith Academy West Job Descriptions – Teacher for English Language Learners

Under the direction of the school principal, the teacher for English Language Learners plans and provides for appropriate learning experiences for students with English as a Second Language in a variety of educational settings. The person in this position is responsible for creating a flexible program and learning environment that provides specialized instruction for ELL students, such that the students can access and benefit from the general education curriculum to the greatest extent possible when supported with supplemental aides, accommodations, and other needed supports.

### **DUTIES TO SCHOOL AND STUDENTS**

- Plans, organizes, and provides instruction in English in the Core Curriculum Content Standards as defined by ODE. Instruction must be consistent and coordinated with the district's instructional program so that students meet and exceed learning targets and the requirements outlined in the state and federal law.
- Develops and delivers lesson plans utilizing a broad range of appropriate differentiated techniques and strategies addressing all aspects of communication that develop each student's ability to read, write, speak, and listen in content areas at levels that ensure learners meet or exceed learning targets, and allow English learners to meaningfully access the district's instructional program.
- Administers academic and language assessments for the purpose of evaluating student's progress in meeting academic learning targets and progress in language acquisition. Maintains complete and accurate records of student's progress and evidence of growth and progress.
- Provides a nurturing, supportive, and positive learning environment with high expectations that encourage student responsibility, enhance motivation, clearly communicate classroom routines, and incorporate challenging instructional strategies.
- Facilitates frequent and effective home-school communication by coordinating: conferences; written communication; parent trainings and other meetings/events; and administrative support for childcare, interpreting, translations, etc.
- Attends professional English Language Acquisition meetings as well as serves on building or district committees, and attends staff meetings as may be requested or as established by school policy.
- Understands and complies with the policies, rules, and regulations regarding the English learners. Advocates for the program needs that are required to meet the learning needs of English learner.

### **DUTIES TO THE PARENTS**

- To respect the basic responsibility of parents for their children.
- To establish friendly and cooperative relationships.
- To provide parents with information that will best serve the interests of their children and to be discreet with information received from parents.
- To participate actively in parent conferences and other school activities, including: community and parent education nights, open houses, shows, concerts, science fairs, field trips, and other activities as may be required by the principal.
- Meet with parents to discuss their children's progress and to determine priorities for their children and their individualized educational needs.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs designed to promote students' educational, physical, and social/emotional development.

### **DUTIES TO THE TEACHING PROFESSION**

- To prepare written Lesson Plans according to the form specified for the teaching staff.
- To submit lesson plans to the principal regularly.
- To make lesson plans available to the principal during classroom observations/visitations.

- To make lesson plans available to substitute teachers in case of absence of the regular teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract until service has been performed.
- To treat all members of the school staff in a professional, respectful manner.
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teacher.
- To cooperation whole-heartedly with the in-service program for professional growth.

#### **EDUCATION**

- A four year degree from an accredited college with an ESL or Bilingual Program Endorsement and a teaching certificate issued by the State of Ohio.

#### **EXPERIENCE**

- Teaching experience preferred, but not required.

#### **EVALUATION**

- Performance will be reviewed at the end of 6 weeks, 3 months, 1 year, and thereafter, as needed, but not less than twice annually. Performance will be evaluated by the Principal.

# Zenith Academy West Job Descriptions - Teaching Assistant

## **DUTIES TO THE SCHOOL AND STUDENTS**

- To work under the immediate direction of the classroom teacher.
- To give students an example of good character.
- To work cooperatively with the teacher, principal and other school officials in carrying out the educational program, policies, rules and regulations of the school.
- To obtain the teacher's permission for any activities that involve a change of schedule.
- To deal impartially and justly with students regardless of their physical, mental, emotional, political, economic, social, religious or racial characteristics.
- To recognize differences among students and seek to meet their individual needs.
- To refer to the teacher any moral, educational, or disciplinary problem of a serious nature.
- To make out reports and records accurately and promptly.
- To make all requests for equipment, repairs, custodial services, etc., through the teacher.
- To exhibit a sense of responsibility for the general care of the entire school building and grounds.

## **DUTIES TO THE PARENTS**

- To respect the basic responsibility of parents for their children.
- To establish a friendly and cooperative relationships with parents.
- To be present in homeroom at times assigned for parent interviews, and to contribute as the teacher feels advisable.
- To provide parents with information that will best serve the interest of their children and to be discreet with information received from parents. All information sent home is to receive the authorization of the classroom teacher and/or principal.

## **DUTIES TO THE TEACHING PROFESSION**

- To prepare written Lesson Plans according to the accepted form of lesson planning and as directed by the teacher.
- To conduct professional business through the proper channels.
- To adhere to the conditions of a signed contract.
- To treat all members of the school staff in a professional, respectful manner,
- To make the teaching profession so attractive in ideals and practices that sincere and able young people will want to become teachers.
- To cooperate whole-heartedly with the in-service program for professional growth.
- To provide direction to the class in absence of classroom Teacher.

## **EDUCATION**

- Is working toward a four year degree from an accredited college to become a teacher certified by the State of Ohio.

## **EXPERIENCE EVALUATION**

- Prior classroom experience is preferred but not required.
- Performance will be reviewed at the end of 6 weeks, 3 months, 6 months, 1 year, and thereafter as needed, but not less than twice annually. Performance will be evaluated by the Principal, with input from the classroom Teacher.

## Zenith Academy West Job Descriptions - Assistant Director

### **DUTIES**

- Providing secretarial, clerical and administrative support to the Director and the Principal.
- Acting as liaison between Principal and staff, pupils and the public.
- Interpreting policies and procedures for the professional staff, pupils, and public.
- Composing, editing and preparing bulletins, schedules and correspondence.
- Preparing necessary routine reports.
- Preparing replies to routine correspondence.
- Maintaining schedules for the assigned responsibilities of personnel and for the use of equipment.
- Assisting teachers with their questions or problems within her discretionary jurisdiction.
- Maintaining school administrative and student records.
- Registering pupils and processing their records.
- Giving information and answering complaints relating to school.
- Receiving children, answering routine questions and rendering minor first-aid.
- Attending faculty meetings at the request of the principal.
- Assisting Principal and Director with financial data entry and reports.

- Assigning and supervising the work of clerical and/or student assistants.
- Supervising the distribution and storage of books, supplies and equipment.
- Inventory control and ordering of forms and supplies.
- Keeping the office bulletin boards up-to-date.
- Other duties as assigned by Principal, Director or Governing Authority

**EVALUATION**

- Performance will be received at the end of 6 weeks, 3 months, 6 months, 1 year, and thereafter, as needed, but not less than annually. Performance will be evaluated by the Principal.

**EXPERIENCE**

- Prior Assistant Director experience preferred but not required

# Zenith Academy West Job Descriptions - Custodian

It is the responsibility of the principal to establish an efficient system of custodial maintenance to ensure proper heating, ventilation, cleanliness and sanitation of the school. Proper environmental conditions promote a healthful, attractive educational atmosphere, ensuring maximum performance by teachers and students. A school custodian should have a genuine liking for children. The custodian shall try to be as flexible as possible and available in emergency situations. Since school programs are changeable, the daily schedule may change depending on the occasion, and the custodian must remain flexible.

## MAJOR RESPONSIBILITIES

### **1. Maintains ethical and professional standards**

Protects and promotes the good reputation of the school, its students, parents, teachers, employees and administrators

Provides healthy role model for students and positive image of the school through personal conduct and appearance

Is regular and punctual in attendance

Performs all duties and may, from time-to-time, be assigned by the principal or the Governing Authority

### **2. Clean on a daily basis**

Vacuum all carpeted areas and sweep/mop all tile floors.

Empty all trash containers.

Sweep entrance way and vacuum entrance-way mats.

Check mailbox for job requests.

Clean all restrooms thoroughly (mirrors, sinks, toilets, floors).

Take survey of building including checking of fire extinguishers and furnace room.

Refill paper dispensers.

Monitor heat and/or air conditioning.

Submit all orders for janitorial supplies and equipment to the principal.

Close windows, doors; turn off lights; take survey of building.

### **3. Clean on a weekly basis**

Clean bathrooms and entrance ways.

Wash desk tops.

### **4. Clean building as needed.**

Clean all windows on a regular basis (monthly) including glass in doors.

Remove snow and ice from all entrances and sidewalks.

Prepare schedules of cleaning plans for vacation times and submit said schedule to principal two weeks prior to school vacation days.

Develop schedule of summer cleaning with principal.

Complete all tasks as directed by principal.

## EMERGENCY SITUATIONS

Clean up immediately upon request when a student is ill or has had an accident. The custodian may alter the daily schedule depending on the occasion and emergency. Weather may be an emergency. When emergency occurs outside normal working hours, compensation will be paid for hours worked by the custodian.

## EVALUATION

Performance will be evaluated by the Principal in consultation with the Director.

## Zenith Academy West Job Descriptions - Director

### **QUALIFICATIONS**

The School director will be familiar with business and financial matters, and have education and/or experience in some or all of the following: facilities management; accounting; business management; school operations; school administration; financial management; or such other qualifications as the Governing Authority deems appropriate.

### **RESPONSIBILITY**

The school director is directly responsible to the Governing Authority. The School director and Principal must work cooperatively to ensure that an appropriate educational environment exists at the school. The School Director will provide direct supervision or will share oversight responsibilities with the Principal for office staff, including the Assistant Director.

### **DUTIES**

- Is responsible for all money received from whatsoever source.
- Shall see that no money shall be paid out of the school fund except on a check signed by those so authorized.
- Shall pay salaries to all personnel as have been authorized by the Governing Authority.  
Shall arrange for investment of surplus funds.
- Prepares monthly and annual financial statements for the Governing Authority, and keeps a record of all receipts and expenditures as prescribed.
- Completes, audits, and files with the Governing Authority all required financial reports.
- Assists the Principal in the preparation of the Annual Budget.
- Renders monthly or quarterly statements to the Governing Authority showing revenues, receipts, expenditures, disbursements, and balances remaining in each appropriation.
- Supervises the office staffs' responsibilities Supervises accounts payable.
- Shall prepare, or oversee the preparation of, all federal, State and local tax forms.
- Performs such other duties as directed by the Governing Authority.


## Zenith Academy West Retention of Highly Qualified Staff

The Board of Zenith Academy West also serves as the governing authority for other Zenith entities. The board intends to retain highly qualified staff to the extent the budget allows. In some circumstances, the employee might be moved to other Zenith entities in order to retain the staff valued as an asset.

## Zenith Academy West Student Teacher Ratios

Zenith Academy West desires to limit the student teacher ratio to 20:1 to maximize the learning and minimizing the discipline problems. However, in exceptional situation, the ratio can be 30:1, especially, in the beginning of the year when the enrollment is still growing and staffing is not finalized.

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 <b>Staffing Plan for Projected Enrollment</b>	<b>8.1</b>	<b>5) Describe staffing plan based on projected enrollment. Differentiate between certified teaching, para-teaching, and non-licensed staff.</b>
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Zenith Academy West board intends to hire enough teachers to maintain a desirable student teacher ratio along with special education teacher, ESL teacher. There will be enough permanent teaching assistants who can help during and after school and serve as a substitute when the teacher of the record is absent. If the budget allows, the Academy will also hire an Art and Gym teacher.

## Zenith Academy West Staffing Plan for Projected enrollment

Zenith Academy West board intends to hire enough teachers to maintain a desirable student teacher ratio along with special education teacher, ESL teacher. There will be enough permanent teaching assistants who can help during and after school and serve as a substitute when the teacher of the record is absent. If the budget allows, the Academy will also hire an Art and Gym teacher.

## Zenith Academy West - Five Year Forecast

	FY16	FY17	FY18	FY19	FY20	Comments and Underlying Assumptions
<b>Major Assumptions:</b>						
Number of students	180	200	220	240	260	Assumes K-8, one class of 20 students per grade
Student:teacher ratio	20:1	20:1	20:1	20:1	20:1	
Number of teachers	11	12	13	13	14	
Number of instructional aides	4	6	7	8	9	
Facility square footage	25,000	25,000	25,000	25,000	25,000	
Average teacher salary	\$ 32,000	\$ 33,000	\$ 34,000	\$ 35,000	\$ 36,000	
Average instructional aide salary	\$ 23,000	\$ 23,750	\$ 24,500	\$ 25,000	\$ 25,500	
Base State and Local Aid/Student	\$ 5,900	\$ 6,000	\$ 6,100	\$ 6,200	\$ 6,300	
State Categorical Funding/Student	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	
Federal Categorical Funding/Student	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	
<b>REVENUES</b>						
Base state and local aid	\$ 1,062,000	\$ 1,200,000	\$ 1,342,000	\$ 1,488,000	\$ 1,638,000	
State categorical funding	90,000	100,000	110,000	120,000	130,000	
Federal categorical funding	81,000	90,000	99,000	108,000	117,000	
Grants and fundraising	75,000	75,000	75,000	75,000	75,000	
<b>Total Revenues</b>	<b>\$ 1,308,000</b>	<b>\$ 1,465,000</b>	<b>\$ 1,626,000</b>	<b>\$ 1,791,000</b>	<b>\$ 1,960,000</b>	
<b>EXPENDITURES</b>						
<b>Salaries</b>						
Director	\$ 65,000	\$ 67,000	\$ 69,000	\$ 71,000	\$ 73,000	
Principal	\$ 51,000	\$ 52,500	\$ 54,000	\$ 55,500	\$ 57,000	
Teachers	352,000	396,000	442,000	455,000	504,000	
Instructional aides	92,000	142,500	171,500	200,000	229,500	
Secretary	30,000	31,000	32,000	33,000	34,000	
<b>Benefits</b>						
Retirement	82,600	96,460	107,590	114,030	125,650	Assumes state retirement system at 10% of salaries
Health	51,000	60,000	66,000	69,000	75,000	Assumes \$250/month per employee
FICA, Medicare	11,136	11,136	11,136	11,136	11,136	Assumes Medicare at 1.45% of salaries
Other	19,200	19,200	19,200	19,200	19,200	Assumes 2.5% of salaries for workers' comp,
<b>Books and Supplies</b>						
Texts and instructional materials	22,500	25,000	27,500	30,000	32,500	Assumes \$125 per student
Other books	13,500	15,000	16,500	18,000	19,500	Assumes \$75 per student
Software	10,000	10,000	10,000	10,000	10,000	Assumes 40 computers at \$250 each
Classroom paper and supplies	18,000	20,000	22,000	24,000	26,000	Assumes \$100 per student
Office supplies	2,400	2,400	2,400	2,400	2,400	Assumes \$200/month
Janitorial supplies	3,600	3,600	3,600	3,600	3,600	Assumes \$300/month
<b>Services and Contracts</b>						
Custodial	30,000	31,000	32,000	33,000	34,000	
Bookkeeping & Audit	12,000	12,000	12,000	12,000	12,000	Assumes \$500/month bookkeeping, \$6,000 audit
Legal	8,000	8,000	8,000	8,000	8,000	Assumes \$6,000 retainer, \$2,000 reserve
Liability & property insurance	12,000	12,000	12,000	12,000	12,000	
Waste disposal	1,800	1,800	1,800	1,800	1,800	Assumes \$150/month
Student testing & assessment	4,500	5,000	5,500	6,000	6,500	Assumes \$25 per student
Staff development	16,800	16,800	16,800	16,800	16,800	Assumes \$1,200/teacher plus director
Special education consultant	27,000	30,000	33,000	36,000	39,000	Assumes \$150 per student average cost
Travel & conferences, board retreat	13,750	13,750	13,750	13,750	13,750	Assumes \$750 per teacher, plus \$2,500 board
Internet service provider	9,600	9,600	9,600	9,600	9,600	Assumes 40 accounts at \$20/month
Postage	1,440	1,440	1,440	1,440	1,440	Assumes \$120/month
Copier lease	3,600	3,600	3,600	3,600	3,600	Assumes \$300/month
<b>Facilities and Capital</b>						
Rent/lease/mortgage	216,000	216,000	216,000	216,000	216,000	Assumes monthly rent of \$18000 per month
Replace furnishings & equipment	14,400	16,000	17,600	19,200	20,800	Assumes \$80/student
Gas/electric	96,000	96,000	96,000	96,000	96,000	Assumes \$8000 per month

Phone	2,400	2,400	2,400	2,400	2,400	Assumes \$200 per month
Security alarm	1,200	1,200	1,200	1,200	1,200	Assumes \$100/ per month
<i>Total Expenditures</i>	\$ 1,294,426	\$ 1,428,386	\$ 1,537,116	\$ 1,604,656	\$ 1,717,376	
<i>Surplus (Deficit)</i>	\$ 13,574	\$ 36,614	\$ 88,884	\$ 186,344	\$ 242,624	

## Zenith Academy West Annual Operating Budget FY16

		<i>Comments and Underlying Assumptions</i>
<b>Major Assumptions:</b>		
Number of students	180	Assumes K-8, one class of 20 students per grade
Student:teacher ratio	20:1	
Number of teachers	11	
Number of instructional aides	4	
Facility square footage	25,000	
Average teacher salary	\$ 32,000	
Average instructional aide salary	\$ 23,000	
Base State and Local Aid/Student	\$ 5,900	
State Categorical Funding/Student	\$ 500	
Federal Categorical Funding/Student	\$ 450	
<b>REVENUES</b>		
Base state and local aid	\$ 1,062,000	
State categorical funding	90,000	
Federal categorical funding	81,000	
Grants and fundraising	75,000	
<b>Total Revenues</b>	<b>\$ 1,308,000</b>	
<b>EXPENDITURES</b>		
<b>Salaries</b>		
Director	\$ 65,000	
Principal	\$ 51,000	
Teachers	352,000	
Instructional aides	92,000	
Secretary	30,000	
<b>Benefits</b>		
Retirement	82,600	Assumes state retirement system at 10% of salaries
Health	51,000	Assumes \$250/month per employee
FICA	11,136	Assumes Medicare at 1.45% of salaries
Other	19,200	Assumes 2.5% of salaries for workers' comp, unemployment
<b>Books and Supplies</b>		
Texts and instructional materials	22,500	Assumes \$125 per student
Other books	13,500	Assumes \$75 per student
Software	10,000	Assumes 40 computers at \$250 each
Classroom paper and supplies	18,000	Assumes \$100 per student
Office supplies	2,400	Assumes \$200/month
Janitorial supplies	3,600	Assumes \$300/month
<b>Services and Contracts</b>		
Custodial	30,000	
Bookeeping & Audit	12,000	Assumes \$500/month bookeeping, \$6,000 audit
Legal	8,000	Assumes \$6,000 retainer, \$2,000 reserve
Liability & property insurance	12,000	
Waste disposal	1,800	Assumes \$150/month
Student testing & assessment	4,500	Assumes \$25 per student
Staff development	16,800	Assumes \$1,200/teacher plus director
Special education consultant	27,000	Assumes \$150 per student average cost
Travel & conferences, board retreat	13,750	Assumes \$750 per teacher, plus \$2,500 board retreat
Internet service provider	9,600	Assumes 40 accounts at \$20/month
Postage	1,440	Assumes \$120/month

Copier lease	3,600	Assumes \$300/month
<b>Facilities and Capital</b>		
Rent/lease/mortgage	216,000	Assumes monthly rent of \$18000 per month
Replace furnishings & equipment	14,400	Assumes \$80/student
Gas/electric	96,000	Assumes \$8000 per month
Phone	2,400	Assumes \$200 per month
Security alarm	1,200	Assumes \$100/ per month
<b>Total Expenditures</b>	<b>\$ 1,294,426</b>	
<b>Surplus (Deficit)</b>	<b>\$ 13,574</b>	